





**Buyer Airtime Credits:** means the value of the number of TVRs (expressed as Station Price less any relevant discount or plus any relevant premium as appropriate) by which Actual Delivery to an Approved Buyer is less than Deal Delivery;

**Buyer Commission:** means the discount applied to an invoice under the Broadcaster Terms and Conditions where the Buyer is a Registered Buyer;

**Buyer Commitments:** means the minimum commitments made by the Buyer in relation to Share of Broadcast Revenue and/or Volume Commitment as set out in the Deal Arrangements;

**Buyer Spend:** means the amount(s) in cash (less any Late Copy Surcharges, Late Booking Fees and late payment charges) actually paid by a Buyer (less any VAT applicable) to ITV Sales (received on behalf of the Broadcasters) for Airtime during the Term;

**Calendar Year:** means any period of 12 months commencing on 1<sup>st</sup> January;

**Campaign:** means all or part of the Airtime within a Booking which relates to a single burst of activity for a single product or service for a single promotional purpose;

**Cancellation:** means a cancellation of Airtime booked under any Booking Agreement following a request for the same by the Buyer;

**Carlton:** means Carlton Television Limited (Co. Reg. No. 2937518);

**Carlton Broadcasting:** means Carlton Broadcasting Limited (Co. Reg. No. 2455642) trading as Carlton London;

**Carlton Broadcasters:** means London Weekday, Central, HTV and Westcountry;

**Central:** means Central Independent Television Limited (Co. No. 1490357) trading as Carlton Central;

**Centre Break:** means an Advertising break within a TV programme;

**Channel:** means Channel Television Limited (Co. No. FC025063);

**Children:** means "Children" as defined by BARB;

**Client and Clients:** shall mean the advertising client and clients, as appropriate, of an Agency;

**Competitive Media:** means any competing TV channel and/or any other media;

**Confidential Information:** includes any information marked as such and any other information which might reasonably be assumed to be confidential in any form emanating from either party at any time and shall include any compilation of otherwise public information in a form not publicly known and the existence and contents of any agreement in respect of Airtime to which a Broadcaster or ITV Sales is a party and any information, materials or data in any form produced by, for or on behalf of either party during the term of or pursuant to such an agreement but shall not include:

(a) information which at the time of disclosure is publicly known or information which after disclosure becomes publicly known other than as a result of any breach of such agreement;

(b) information which can be shown to be known to the other party, other than under a subsisting obligation of confidentiality, or restricted use, prior to the disclosure;

(c) information made available to the other party by a third party having a right to do so and who has not imposed on that party any subsisting obligation of confidentiality or restricted use in respect thereof;

**Contra:** means advertising value as sold by other media owners (including but not limited to radio advertising airtime, print advertising space and online advertising space);

**Copy Rotation:** means where a campaign consists of two or more separate Advertisements (or variations of the same) the agreed order for transmission and any changes thereto;

**CPT or Cost per Thousand:** means the price of Airtime which is sufficient to achieve 1,000 Impacts within a Target Audience calculated by Station Price;

**CRRA Rules:** means the Contracts Rights Renewal Adjudication Rules as referred to in the Undertakings;



**Excluded Clients:** means any excluded Clients of the Buyer which are identified as such in the Deal Arrangements;

**First in Break / FIB** and **Last in Break / LIB:** mean respectively the first Advertisement in an Advertising break and the last Advertisement in an Advertising break;

**Force Majeure:** means an event, inability or delay which is caused by circumstances beyond the relevant party's reasonable control and which cannot be cured by measures which might reasonably be taken in the course of that relevant party's business, including, without limitation, war or other action of military forces, terrorism, riot, civil commotion, sabotage, vandalism, accident, breakdown or damage to machinery or equipment or technology, fire, flood, acts of God, regulatory, legislative or administrative interference, ruling or decision PROVIDED THAT no circumstance or cause shall be considered to be beyond the control of a party if it arises as a result of that party's failure to take reasonable care. For the avoidance of doubt, the loss of a Client or a Client's brand (including, without limitation, by virtue of insolvency or by virtue of a win by a third party Agency) by an Agency will not be deemed to be an event of Force Majeure;

**Frequency:** the number of times the Target Audience has an opportunity to see a commercial or campaign;

**Glasgow:** means the geographical transmission Part Area of Scottish designated "glasgow";

**Granada:** means Granada Television Limited (Co. No: 840590);

**Granada Broadcasters:** means Anglia, Border, Granada, London Weekend, Meridian, Tyne Tees, and Yorkshire;

**Grampian:** means Grampian Television Limited (Co. No. SC35733);

**Grampian North:** means the north geographical transmission Part Area of Grampian;

**Grampian North East:** means the north east geographical transmission Part Area of Grampian;

**Grampian North West:** means the north west geographical transmission Part Area of Grampian;

**Grampian South:** means the south geographical transmission Part Area of Grampian;

**Gross Station Price (otherwise known as "GSP"):** means the price calculated using the following formula:

$$\text{GSP} = \frac{(\text{Net Advertising Spot Revenue} \div \text{Carlton gross up})}{(\text{Ratecard Equivalent Impacts}_{(\text{for the relevant Target Audience})} \div 1000)}$$

**Hampshire:** means the geographical transmission Part Area of Meridian designated "hampshire";

**Housewife:** means "Housewife" as defined by BARB;

**Housewives 16-54:** means all Housewives between the ages of 16 and 54 inclusive;

**Housewives ABC1:** means all Housewives that fall within the socio-economic grade "ABC1";

**Housewives with Children:** means "Housewives with Children" as defined by BARB;

**HTV:** means HTV Group Limited (Co. No. 121260) trading as Carlton West;

**Impacts:** means single viewings of Advertisements as reported by BARB;

**Included Clients:** shall have the meaning set out in the Deal Arrangements;

**Individuals:** means "Individuals" as defined by BARB;

**Inhouse Channel:** means any television service which includes advertisements for products and/or services, which is available to the public in the UK and which is not broadcast under a licence issued by the Independent Television Commission or Ofcom (including but not limited to the Pub Channel);

**ITV or ITV 1:** means the regional Channel 3 service defined in the Act;

**ITV Broadcasters:** means Carlton Broadcasters, Granada Broadcasters, SMG Broadcasters, Channel and UTV;

**ITV plc Broadcasters:** means Carlton Broadcasters and Granada Broadcasters;

**ITV 2:** means the digital channel owned and operated by ITV2 Limited;

**ITV 2 Limited:** means ITV2 Limited (Co. No 1867871);

**ITV 3:** means the digital channel owned and operated by ITV DC;

**ITV DC:** means ITV Digital Channels Limited (Co. No. 3101815);

**ITV Group:** means the group (as such term is defined in section 53 of the Companies Act 1989) from time to time whose holding company is ITV plc;

**ITV London:** means London Weekday and London Weekend;

**ITV Network:** means ITV Network Limited (Co. No. 603893);

**ITV News Channel:** means ITV News Channel Limited (Co. No. 3916436);

**ITV Plc:** means ITV Plc (Co. No. 4967001);

**ITV Sales:** means ITV Sales Limited (Co. No. 2463697);

**Kent:** means the geographical transmission Part Area of Meridian designated “kent”;

**Late Booking Fee:** means the additional fee applicable to any Booking accepted after the ABD as set out in the Deal Arrangements or Booking Form (as appropriate);

**Late Copy:** means Advertisement Copy that is received two Working Days or less before transmission;

**Late Copy Surcharge:** means the cost set out in the Booking Agreement payable by the Buyer for Late Copy;

**Late Night:** means 24:30 to 30:59 inclusive;

**Late Peak:** means 20:00 to 22:59 inclusive;

**London Weekday:** means Carlton Broadcasting or such other company that holds the broadcasting licence to broadcast on the Channel 3 service in the London region from 09:25 to 06:00 Monday to Thursday and 09:25 to 16:59 on Fridays;

**London Weekend:** means LWT or such other company that holds the broadcasting licence to broadcast on the Channel 3 service in the London region between 17:00 Friday to 05:59 Monday excluding Saturday and Sunday 06:00 to 09:25;

**LWT:** means LWT (Holdings) Limited (Co. No: 2431623);

**Macro Area:** means a combination of a Broadcaster’s Areas;

**Market Rate:** means a fair sum reasonably determined by the Broadcaster with reference to comparable situations, the trading position of the Broadcaster at the relevant point in time and the ability of the Broadcaster to accommodate the Buyer’s campaign requirements;

**Men:** means all male Adults;

**Men 16-24:** means all Men between the ages of 16 and 24 inclusive;

**Men 16-34:** means all Men between the ages of 16 and 34 inclusive;

**Men ABC1:** means all Men that fall within the socio-economic grade “ABC1”;

**Men and Motors:** means the digital channel owned and operated by ITV DC;

**Meridian:** means Meridian Broadcasting Limited (Co. No.02519552);

**Meridian East:** means the east geographical transmission Part Area of Meridian;

**Meridian South:** means the south geographical transmission Part Area of Meridian;

**Named Client:** shall have the meaning set out in the Deal Arrangements;

**Natural Delivery:** means delivery of Advertisements on an even-handed basis (by reference to information published by BARB) when compared to the delivery of all Advertisements;

**Net Advertising Spot Revenue:** means monthly Spot Advertising revenue less any applicable Buyer Commission as declared by individual Broadcasters to Ofcom;

**Non-approved Buyer:** refer to definition of Approved Buyer;

**Non-pre-emptible:** means guaranteed to be shown at the agreed time and not capable of being transferred to any other time except by agreement with the Buyer or because of Optimisation; and **Pre-emptible** shall be interpreted accordingly;

**Non-Sport Specials:** means unique programmes including but not limited to movie premieres, first run dramas and one-off programmes which are determined by ITV Sales;

**North Macro:** consists of Border, Granada, Tyne Tees and Yorkshire;

**Ofcom:** means the Office of Communications or its successor, and in the case of S4C, the Welsh Authority as defined in the Act;

**Off Peak:** refer to definition of Peak;

**Optimal and Optimisation:** means the most efficient manner in the reasonable opinion of the Broadcaster or ITV Sales, using non-discriminatory and objective criteria, of matching demand and supply of Advertising and Airtime across all Buyers and of delivering the agreed audiences;

**Part Area:** means a part of a Broadcaster's Area or part of a Macro Area;

**Partworks:** means a weekly or other periodic themed publication;

**Peak:** means the agreed segments of prime time viewing; and **Off Peak** shall be interpreted accordingly;

**Platinum Specials:** means premium programmes which are determined by ITV Sales;

**Pontop:** means the geographical transmission Part Area of Tyne Tees designated "pontop";

**Position in Break:** means any specific position within an Advertising break;

**Post Peak:** means 23:00 to 24:29 inclusive;

**Postponement:** means a postponement of Airtime booked under any Booking Agreement following a request for the same by the Buyer;

**Pre-emptible:** refer to definition of Non-pre-emptible;

**Price(s):** means the discounts and/or premiums set out in Schedule 1 of the Deal Arrangements;

**Programme Select or PYO:** means the percentage of TVR delivery by Day Part for which ITV Sales shall procure Spots in or around such programmes as the Buyer may select in writing by the Advance Booking Deadline;

**Protected Contract:** shall have the meaning set out in the Undertakings;

**Pure Station Price (otherwise known as "PSP" or "Ratecard Weighted Price"):** means the price calculated using the following formula:

$$\text{PSP} = \frac{\text{Total Net Advertising Spot Revenue for Area} \div 0.85 \text{ (Buyer Commission)}}{(\text{Ratecard Equivalent Impacts}_{\text{(for the relevant Target Audience)}} \div 1000);}$$

**Ratecard Equivalent Impacts:** means Impacts weighted in accordance with the following factors:

Time-Length	Weighting Factor (Granada Broadcasters and Ulster, Channel)	Weighting Factor (Carlton Broadcasters and SMG Broadcasters)	Weighting Factor (ITV2 and ITV3)	Weighting Factor (ITV News Channel and Men and Motors)
10 Seconds	0.600	0.500	0.500	0.600
20 Seconds	0.800	0.830	0.830	0.800
30 Seconds	1.000	1.000	1.000	1.000
40 Seconds	1.333	1.333	1.330	1.333
50 Seconds	1.667	1.660	1.660	1.666
60 Seconds	2.000	2.000	2.000	2.000

Any Spot over 60 seconds will be weighted pro rata to the 60 second factor and when calculating PSP for all Broadcasters (excluding Channel, Carlton Broadcasters, ITV2 and ITV3) such weighting will be discounted by 2.5%;

**Regional Package(s):** means the regional bronze, silver, gold and platinum Spot packages sold by the ITV Broadcasters as set out in regional advertising rate cards issued by the ITV Broadcasters from time to time;

**Registered Buyer:** means a Buyer which is considered by a Broadcaster (in its reasonable opinion) to be an advertising agency with sufficient financial standing and client base to warrant the granting of a discount on invoices;

**Scottish:** means Scottish Television plc (Co. No. SC172149);

**Share of Broadcast Revenue:** means the minimum share of Broadcast Revenue which a Buyer agrees to spend or agrees to procure its Clients (except Excluded Clients) will spend with the Broadcasters during the Term as set out in the Deal Arrangements;

**SMG:** means Scottish Media Group Holdings (Co. No. 3269576);

**SMG Broadcasters:** means Scottish and Grampian;

**South East Macro:** consists of Anglia and Meridian;

**Specials:** means Platinum Specials and/or Non-Sport Specials and/or Sport Specials;

**Split Month Price:** means any month where there is a different demand for Airtime across the month such that demand is at a significantly different level and price from the start to the end of the month, as determined at the Broadcaster's discretion, (e.g. December);

**Split Time-length Campaigns:** means Advertising campaigns with more than one time length;

**Spot(s):** means one specific portion of Airtime identified as available for purchase by a Broadcaster for Advertising;

**Sport Specials:** means major sporting event programmes which are determined by ITV Sales;

**Standard Day Parts:** means Daytime, Early Peak, Late Peak, Post Peak and Late Night;

**Standard Time-lengths:** 10 seconds or a multiple of 10 seconds;

**Station Price(s):** means the Duration Weighted Station Price, Pure Station Price or Gross Station Price;

**Stirling:** means the geographical transmission Part Area of Scottish designated "stirling";

**Strike Weight:** means the amount of TVR's by day, week, month or other pre-determined duration;

**Strike Weight Tolerance:** means any maximum agreed deviation from the Strike Weight;

**Sub Demographics:** means sub-divisions of Broad Demographics;

**Sussex:** means the geographical transmission Part Area of Meridian designated "sussex";

**Tagged:** means the situation where two or more Advertisements are joined back-to-back as if they were one Advertisement;

**Target Audience:** means a Demograph within a particular Area;

**Term:** shall have the meaning set out in Section 2 of the Deal Arrangements;

**Time-Length:** means the duration of a Spot;

**Thames Valley:** means the geographical transmission Part Area of Meridian designated "thames valley";

**TVR:** means one percent of the Target Audience purchased by the Buyer and **TVR's** (or parts thereof) shall be interpreted accordingly ;

**Tyne Tees:** means Tyne Tees Television Limited (Co. No: 598781);

**UK Television:** means any service broadcast under a licence issued by the Independent Television Commission or Ofcom;

**UTV:** means Ulster Television plc (Co. No.NI004230);

**Universe:** means the total number of individuals for a given target audience able to view television within a given licence region;

**Underspend:** means the situation where the Buyer Spend is less than the Buyer Commitments as set out in the Deal Arrangements at the end of the Term;

**Undertakings:** means the undertakings given by Carlton Communications Plc and Granada Plc to the Secretary of State for Trade and Industry dated 14 November 2003;

**Volume Commitment:** means the commitment by the Buyer to spend or to procure that its Clients (except Excluded Clients) spend at least the amount (in cash) with the Broadcaster(s) as set out in the Deal Arrangements;

**Westcountry:** means Westcountry Television Limited (Co. No. 2495073) trading as Carlton Westcountry;

**West Macro:** means HTV and Westcountry;

**Women:** means all female Adults;

**Women 16-24:** means all Women between the ages of 16 and 24 inclusive;

**Women 16-34:** means all Women between the ages of 16 and 34 inclusive;

**Women ABC1:** means all Women that fall within the socio-economic grade "ABC1";

**Working Day:** means any day other than a Saturday or Sunday or any other day which is a public or bank holiday in England;

**Yorkshire:** means Yorkshire Television Ltd (Co. No: 0899713).