BROADCASTERS

STANDARD AIRTIME SALES TERMS & CONDITIONS

("Terms and Conditions")

1. Definitions and Construction

In these Terms and Conditions, words and expressions shall have their ordinary meaning unless otherwise defined in the Glossary of Airtime Contract Terms to be found at the following URL: http://www.itvmedia.co.uk/legal/glossary2021 and unless the context otherwise requires:

Deleted: http://www.itvmedia.co.uk/legal/glossary2020

a) any reference to a "party" or "parties" shall unless otherwise stated mean a party or the parties to this Booking Agreement; and

b) references to clauses and sub-divisions of them are references to the clauses of these Terms and Conditions; and

c) references to any enactment shall be deemed to include references to such enactment as re-enacted, amended or extended and any subordinate legislation made from time to time under it; and

d) headings are inserted for convenience only and shall be ignored in construing these Terms and Conditions; and

e) the words "include", "including" and "in particular" shall not be interpreted as limiting the generality of any foregoing words; and

f) references to a "person" includes any individual, company, corporation, firm, partnership, joint venture, association, organisation, institution, trust or agency, whether or not having a separate legal personality; and

g) references importing the singular include the plural and vice versa.

2. Agreement and Commission

2.1. These Terms and Conditions are legally binding and together with the Booking Form constitute the agreement between the parties relating to the Booking accepted by the Broadcaster in accordance with clause 3.1 (*Booking*) below (the "**Booking Agreement**").

2.2. The Buyer hereby contracts with the Broadcaster as principal in all respects and as such the Buyer and Broadcaster shall be liable for the payment of all sums due and owing in accordance with this Booking Agreement.

2.3. All Approved Buyers will be entitled to credit for the purchase of Airtime from the Broadcaster.

2.4. Only Registered Buyers will be entitled to Buyer Commission.

2.5. For the avoidance of doubt, Buyer Commission shall not apply to any Late Copy Surcharges provided for in clause 5.4 (*Acceptance of Advertisement Copy)* or Cancellation charges provided for in clause 9 (*Cancellation and Postponement*) or other charge provided for in clause 8.4 (*Invoicing and Payment*).

3. Booking

3.1. A Booking is subject to acceptance by the Broadcaster and may be accepted by the Broadcaster (or ITV Commercial on its behalf) either in writing (including by electronic acceptance methods) or by the provision of actual Airtime to the Buyer.

3.2. A Booking shall become irrevocable after the Advance Booking Deadline.

3.3. The Buyer shall make a Booking in advance of the Advance Booking Deadline. The Broadcaster reserves the right, in its sole discretion, to apply a Late Booking Fee (if a Booking is made after ABD and accepted by the Broadcaster) of such sum as the Broadcaster may at its reasonable discretion determine or as may have otherwise been agreed by the parties.

3.4. Following acceptance of a Booking by the Broadcaster in writing, the Broadcaster will agree with the Buyer prior to the proposed first transmission date a final schedule of the proposed Airtime in accordance with clause 6.1 (*Dates and Times of Transmission*) below.

4. Deal Delivery

4.1. The Buyer understands and accepts that:

4.1.1. Station Prices published by ITV Commercial (on behalf of the Broadcaster) prior to the actual Advance Booking Deadline are estimates only which result from the Broadcaster's assessment of the likely amount of Net Advertising Spot Revenue and any other applicable revenue used to calculate the Station Price in the relevant month that the Advertisement is to be broadcast and the likely number of Impacts in such month based upon the proposed programming schedule of the Broadcaster; and

4.1.2. the actual Station Price will therefore vary depending upon: (i) the actual Net Advertising Spot Revenue and any other applicable revenue during the relevant month; and (ii) the actual number of Impacts achieved during the relevant month; and

4.1.3. if the Station Price increases, the amount paid by a Buyer under a Booking Agreement (unless a fixed number of Spots or TVRs is purchased for an agreed price) will purchase less TVRs and if the Station Price decreases, the amount paid by a Buyer under a Booking Agreement will purchase more TVRs; and

4.1.4. the Broadcaster's projections of likely TVRs are by their nature estimates and so delivery of fewer or extra TVRs is to be expected.

4.2. Clauses 4.3 to 4.6 (*Deal Delivery*) inclusive shall not apply to arrangements which involve the Buyer purchasing a fixed number of Spots or TVRs for an agreed price (including but not limited to the purchase of a Regional Package) or if the Buyer is a Non-approved Buyer.

4.3. In the event that the Actual Delivery under this Booking Agreement is less than the Deal Delivery, an Approved Buyer will be entitled to a Buyer Airtime Credit from the Broadcaster. In the event that the Actual Delivery under this Booking Agreement is more than the Deal Delivery, the Approved Buyer will be liable to the Broadcaster for a Broadcaster Airtime Credit.

4.4. If the Approved Buyer is entitled to a Buyer Airtime Credit under this Booking Agreement, the Broadcaster will procure suitable alternative Airtime for the Approved Buyer.

4.5. If a Broadcaster Airtime Credit is owed to the Broadcaster under this Booking Agreement, the Broadcaster (or ITV Commercial on its behalf) will be entitled to recoup the Broadcaster Airtime Credit by adjusting the provisions of any future agreement for the purchase of Airtime to reflect such value owed to the Broadcaster.

4.6. Airtime Credits shall be calculated on the basis of the actual cash value.

4.7. Where a Buyer books Airtime on any of Channel 3, ITV2, ITV3, ITV4, ITV Be., ITV Breakfast and/or CITV, the Broadcaster may fulfil its obligations under the Booking on the corresponding Multiplex Service and/or high definition resolution version of that channel and/or service.

5. Acceptance of Advertisement Copy

5.1. Advertisement Copy will only be transmitted by the Broadcaster if it is approved by the Broadcaster, satisfies its reasonable technical requirements in accordance with current industry standards, complies with the Act, the UK Code of Broadcast Advertising (BCAP Code) and any accompanying notes of guidance published from time to time by Ofcom or the ASA (or any successor body) and any replacement or amendment of the same in force at the time of transmission.

5.2. All Advertisement Copy must be submitted by the Buyer to the Copy Clearance Body for approval before the date of intended transmission. Approval by the Copy Clearance Body of Advertisement Copy shall not in any way prejudice the Broadcaster's right to reject Advertisement Copy in accordance with the provisions set out below.

5.3. Advertisement Copy must be delivered to the Broadcaster once cleared in accordance with clause 5.2 (*Acceptance of Advertisement Copy*) above not less than 2 (two) clear Working Days prior to the date of intended transmission. Delivery of Advertisement Copy shall be deemed to have been made only when the Broadcaster's technical requirements have been met and the relevant transmission instructions have been received by the Broadcaster from the Buyer.

5.4. If the Buyer fails to comply with clauses 5.1 to 5.3 (*Acceptance of Advertisement Copy*), the Broadcaster shall inform the Buyer in writing (which may include email) of such failure and the Buyer must supply Advertisement Copy or alternative Advertisement Copy as soon as possible prior to the date of intended transmission. Advertisement Copy or alternative Advertisement Copy, if supplied by the Buyer less than 2 (two) Working Days prior to the date of intended transmission and if accepted will also be subject to a Late Copy Surcharge of £250 + VAT per Broadcaster. Should Advertisement Copy or alternative Advertisement Copy not be supplied or not be accepted, the Buyer shall pay the Broadcaster in full for the Spots booked under this Booking Agreement whether or not any Advertisement Copy is transmitted, and in such event the Broadcaster at its reasonable discretion may repeat previously transmitted Advertisement Copy to fulfil its regulatory obligations or cancel the transmission of the relevant Advertisement Copy.

5.5. The provisions of this clause 5 (*Acceptance of Advertisement Copy*) shall be without prejudice to any special arrangements agreed between the Buyer and the Broadcaster in writing with respect to the delivery of Advertisement Copy or alternative Advertisement Copy.

5.6. The Broadcaster shall not be liable for any addition to, changes in, deletions from or non-transmission of any Advertisement Copy required by Ofcom or the ASA or for the withholding or withdrawal of approval of any Advertisement Copy by the Copy Clearance Body or for any costs, loss, damage, expenses or claims resulting from any such action.

5.7. Notwithstanding the provisions above in this clause 5 (*Acceptance of Advertisement Copy*), the Broadcaster reserves the right, in its absolute discretion, to do any act or thing in respect of the transmission of any Advertisement Copy or part thereof (including the fading, editing or cutting thereof) which, in its reasonable opinion, contains any unsuitable material for broadcast and the Broadcaster shall not incur any liability whatsoever to the Buyer or any Advertiser in respect thereof.

5.8. The Broadcaster acting reasonably shall be entitled to restrict transmission of, or prevent any repeat transmission of any Advertisement Copy.

5.9. A Buyer may not change the Advertisement Copy after approval by the Broadcaster from one product or service to another product or service.

5.10. The Broadcaster shall be entitled, at its absolute discretion, to refuse Advertisement Copy which advertises more than one product, service or entity.

5.11. The Broadcaster will use reasonable endeavours where requested by a Buyer to apply Copy Rotation in accordance with the Buyer's transmission instructions.

5.12. If, in the Broadcaster's opinion, Advertisement Copy depicts the goods or services of more than one brand or Advertiser through the editing of two or more Time-Lengths (so-called "Tagging"), the Broadcaster shall be entitled to charge the Buyer in respect of such Advertisement Copy for the original Time-Lengths.

5.13. Advertisements which are not Standard Time-lengths will only be accepted by the Broadcaster if they can be transmitted within the same break as other Advertisements for the same Client or product and the total length bought is a Standard Time-length. Rates for non-Standard Time-lengths are available from the Broadcaster on request.

5.14. The Buyer shall ensure that, subject to clause 5.13 (*Acceptance of Advertisement Copy*), all Advertisements are of Standard Time-lengths.

5.15. The Broadcaster shall not be liable for the delay in delivery or loss or damage in transit of any Advertisement Copy. Unless otherwise instructed by or on behalf of the Buyer, Advertisement Copy may be destroyed by the Broadcaster without further reference to the Buyer if not transmitted during a period of six weeks from the date of receipt or, if later, after the date of its last transmission. Alternatively, any Advertisement Copy that has not been destroyed may be archived by the Broadcaster at any time following its transmission.

6. Dates and Times of Transmission

6.1. During the period after the ABD and 10 (ten) Working Days prior to the intended date of transmission (if possible), the parties will finalise the placement of the Buyer's Advertisement Copy within specific Spots. Normally, no later than 10 (ten) Working Days prior to the intended date of transmission, ITV Commercial (on behalf of the Broadcaster) will, subject to Optimisation, finalise with the Buyer the proposed date and time of any particular Spot(s). Subject to clause 6.6 (*Dates and Times of Transmission*), the Broadcaster will use reasonable endeavours to ensure that the final date and time of a Spot agreed with the Buyer before transmission will be met. If a Spot is not transmitted on such date and at such time for whatever reason (including the Broadcaster's negligence) other than a Force Majeure Event, the Buyer's non-compliance with clauses 5.1, 5.2, 5.3 and/or 5.9 (*Acceptance of Advertisement Copy*) and/or the Broadcaster exercising

its rights under clauses 5.6, 5.7, 5.8, 5.10 and/or 5.13 (*Acceptance of Advertisement Copy*), subject to there not being a Broadcaster Airtime Credit owing, the Broadcaster will provide to the Buyer a transmission date and time of an equivalent value in consultation with the Buyer.

6.2. Meridian transmission in the Channel Area will be contemporaneous with the transmission in the Meridian Part Areas, except those Spots scheduled in breaks between 1800 and 1900 on weekdays, and Spots not intended for transmission in the Channel Area.

6.3. From time to time the Buyer may be required to fill some Part Area availability on a Broadcaster where a Broadcaster has accepted an Area or Macro Area Booking. The Broadcaster reserves the right to deliver up to 10% of all Impacts on a Part Area basis.

6.4. Where Advertisement Copy is transmitted substantially but not wholly correctly through no fault of the Buyer or Client (for instance where Advertisement Copy complies with relevant technical requirements but is not transmitted in the same screen format that is delivered to the Broadcaster by the Buyer), such event shall not constitute a breach of this Booking Agreement but the Broadcaster will discuss such event with the Buyer in good faith with a view to determining how to compensate the Buyer.

6.5. Spots transmitted within five minutes of the Day Part booked by the Buyer will be regarded as appearing within that Day Part. Advertisements agreed as being for transmission at a specific time will generally be transmitted in the commercial break nearest to that time.

6.6. The Buyer shall not without the prior consent of the Broadcaster publish any dates or times of any scheduled Advertisement Copy.

7. Warranties

7.1. The Buyer warrants and undertakes to the Broadcaster that it will:

a) procure that all necessary licences and consents for the copying and/or transmission of any performance or copyright material contained in any relevant Advertisement Copy will be obtained and paid for;

b) ensure that the copying and/or transmission of the Advertisement Copy will not infringe the copyright or other intellectual property or other rights of or be defamatory to any third party or the Broadcaster; and

c) ensure that no Advertisement Copy will be in breach of or contrary to any common law, statute, regulation or code of practice, including in particular that no Advertisement Copy will: (i) be racist, sexist or threatening or menacing to any person or group of people; (ii) contain any obscene elements; or (iii) be likely to cause annoyance or distress to any person.

7.2. The Buyer will indemnify on demand and hold harmless both ITV Commercial and the Broadcaster against all losses, actions, proceedings, costs, damages, expenses, penalties, claims, demands and liabilities suffered by either ITV Commercial or the Broadcaster arising from any breach of the warranties set out in this clause 7 (*Warranties*) (whether foreseeable or unforeseeable) or in any manner whatsoever including as a result of or arising out of the use, recording or broadcasting of any Advertisement Copy or other material supplied by or transmitted on behalf of the Buyer.

7.3. The indemnity set out in clause 7.2 shall be deemed to apply to ensure that the Buyer will indemnify both ITV Commercial and the Broadcaster against any claims brought by an Advertiser for any claims made under the terms of an agreement between the Broadcaster and the Buyer (acting on behalf of that Advertiser).

7.4. Each party warrants to the other party that:

a) it has put in place and shall maintain throughout the term of this Booking Agreement all processes, procedures and compliance systems reasonably necessary to ensure that Modern Slavery and/or Bribery and/or Tax Evasion does not occur within its business or down its supply chain;

b) it shall and shall procure that all persons associated with it shall comply with all applicable laws relating to Bribery, Modern Slavery and/or Tax Evasion; and

c) it shall inform the other party if Bribery, Modern Slavery and/or Tax Evasion has occurred in connection with the services being provided pursuant to this Booking Agreement.

8. Invoicing and Payment

8.1. A Non-approved Buyer shall pay the Broadcaster the amount invoiced by or on behalf of the Broadcaster for Airtime not later than 10 (ten) Working Days before the first scheduled transmission date of the relevant Advertisement Copy and in default of such payment the Broadcaster shall, without prejudice to its other rights and remedies under this Booking Agreement or otherwise at law, be entitled to refuse to transmit the Advertisement Copy without incurring any liability to the Buyer.

8.2. An Approved Buyer shall pay the Broadcaster the amount invoiced by or on behalf of the Broadcaster for Airtime not later than the 25th day of the month following the month of transmission of the relevant Advertisement Copy failing which the Buyer shall on written notice from the Broadcaster pay any further amounts in accordance with clause 8.1 (*Invoicing and Payment*) notwithstanding that the Buyer remains an Approved Buyer.

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8.3. If a Buyer ceases to be an Approved Buyer, the Broadcaster may at its absolute discretion revoke the Buyer's entitlement to credit.

8.4. Without prejudice to the Broadcaster's other rights and remedies under this Booking Agreement or otherwise at law, any amount not paid by an Approved Buyer by the 25th day of the month following the month of transmission (the "**Due Date**") will be subject to a surcharge of 1.5% of such amount payable (including VAT) immediately; further surcharges of an additional 1% will be imposed in respect of the principal amount which is still outstanding after the 10th day of each of any subsequent months. Payment shall be deemed to have been made and no surcharge will be payable if the Broadcaster (or ITV Commercial on the Broadcaster's behalf as appropriate) has received either written confirmation from the Buyer that it has arranged full payment by BACS or such similar method of electronic payment as identified by the Broadcaster, or if the Broadcaster has received a cheque for the full amount, by 12.30 pm on the Due Date. In months where the 25th day falls on a Sunday or a public or bank holiday, the next Working Day shall be regarded as the Due Date by which full payment must be received.

8.5. If the Buyer does not pay the Broadcaster in accordance with the above provisions of this clause 8 (*Invoicing and Payment*) the Broadcaster shall, without prejudice to its other rights and remedies under this Booking Agreement or otherwise at law, be entitled to refuse to accept further Bookings from the Buyer without incurring any liability to the Buyer notwithstanding that the Buyer remains an Approved Buyer.

8.6. For Approved Buyers, the Broadcaster will invoice the Buyer within 7 (seven) Working Days of the end of the month of transmission at the prices calculated in accordance with this Booking Agreement or as shall have been otherwise agreed between the parties by sending such invoices by first class mail to the Buyer.

8.7. The existence of a query on an element of an invoice will only affect the due date of payment of that element by Approved Buyers, and will not affect the due date of payment of all other elements of such invoice. An Approved Buyer shall notify the Broadcaster of any such query, including the reason for the query, no later than 7 (seven) days after the date of invoice. Invoices may not be queried after this time. An Approved Buyer may only withhold money due under any invoice to the extent it genuinely believes such amount is not payable, in which case such Buyer and the Broadcaster shall attempt to resolve by immediate discussion the amount payable. Any amounts withheld will be subject to the surcharge provisions referred to in clause 8.4 (*Invoicing and Payment*) above. In the event that the query is resolved in favour of the Buyer then the Broadcaster will cancel any surcharge imposed in respect of the money withheld. However, if the query is not upheld, then any such surcharge imposed in respect of the money withheld will be subject to the conditions set out in clause 8.4 (*Invoicing and Payment*) above, whether by discussion or otherwise, and must be paid forthwith.

8.8. All payment of the Broadcaster's invoices shall be made in full (subject to clause 8.7 (*Invoicing and Payment*)) and the Buyer shall not be entitled to claim any rights of set-off in respect thereof.

8.9. Payments due to the Broadcaster will be subject to VAT at the appropriate rate applicable at the date of transmission of the relevant Advertisement Copy.

8.10. Late Copy Surcharge shall be paid within 30 (thirty) days of the date of an invoice for the same.

8.11. All sums due under this Booking Agreement are payable in pounds sterling only and where appropriate rounded up to the nearest pound.

9. Cancellation and Postponement

9.1. The Broadcaster in its absolute discretion may consider requests in writing from a Buyer to cancel Campaigns subject to the following terms:

9.1.1. the Buyer will pay 50% of the total value of any Campaigns which the Buyer cancels after the Advanced Booking Deadline and not less than 4 (four) weeks prior to the date of transmission of the relevant Advertisement Copy;

9.1.2. the Buyer will pay 60% of the total value of any Campaigns which the Buyer cancels not more than 4 (four) weeks but not less than 2 (two) weeks prior to the date of transmission of the relevant Advertisement Copy;

9.1.3. the Buyer will pay 75% of the total value of any Campaigns which the Buyer cancels not more than 2 (two) weeks but not less than 1 (one) week prior to the date of transmission of the relevant Advertisement Copy; and

9.1.4. the Buyer will pay 100% of the total value of any Campaigns which the Buyer cancels during the week prior to the date of transmission of the relevant Advertisement Copy.

9.2. A written request by the Buyer for the postponement of Airtime booked under this Booking Agreement after the Advanced Booking Deadline ("**Postponed Airtime**") will incur an additional charge equal in amount to 30% of the total value of the Postponed Airtime. Any Postponed Airtime must be pre-paid and re-booked at the time of Postponement to a date not more than three calendar months after the date of the Postponement and in any event within the same Calendar Year and must relate to the same product or service, failing which the Postponement will be deemed a cancellation and subject to the provisions of clause 9.1 (*Cancellation and Postponement*).

9.3. The final date for re-booking Postponed Airtime in a particular month shall be the Advanced Booking Deadline for that month and in any event shall be within the same Calendar Year as the completion of this Booking Agreement. If the Buyer fails to recommit the Postponed Airtime within the same Calendar Year the postponement shall be deemed a Cancellation and subject to the provisions of clause 9.1 (*Cancellation and Postponement*) above.

10. Termination

10.1. Without prejudice to its other rights and remedies, either party may terminate this Booking Agreement forthwith at any time by giving notice in writing to the other party if:

10.1.1. the other party commits a material breach of any provision of this Booking Agreement and, provided that such breach is capable of remedy, fails to remedy the same within 10 (ten) Working Days after receipt of a written notice from the other party giving full particulars of the breach and requiring it to be remedied; or

10.1.2. a petition is presented or a meeting convened for the purpose of considering a resolution for the making of an administration order, the winding up, bankruptcy or dissolution of the other party or if the other party stops payment or ceases or threatens to cease to carry on its business or is or shall become unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986; or

10.1.3. the other party compounds with or enters into a scheme of arrangement for the benefit of its creditors (including any voluntary arrangement as defined in the Insolvency Act 1986) or if a receiver is appointed over the other party or its assets or any part thereof or a resolution is passed for such appointment or if an administration order is made in relation to the other party.

10.2. Termination or expiry of this Booking Agreement shall not affect any rights of either party in respect of any antecedent breach of this Booking Agreement by the other party nor shall it affect any accrued rights or liabilities (or the coming into force of any accrued rights or liabilities) of either party.

11. Liability

11.1. Subject to clause 11.3 (*Liability*), neither party shall be liable to the other, whether in tort, contract or otherwise, for any anticipated or actual loss of profit, loss of opportunity, loss of goodwill and/or any loss which is indirect, consequential or economic or which, whether or not in practice arises as a direct and natural result of a breach of this Booking Agreement, was not at the time this Booking Agreement was made a reasonably foreseeable result of such a breach. For the avoidance of doubt, nothing in this clause 11.1 (*Liability*) shall exclude or limit the Buyer's liability to make payments contractually due to ITV Commercial or any Broadcaster under this Booking Agreement or otherwise.

11.2. Subject to clause 11.3 (*Liability*), the Broadcaster's maximum aggregate liability for any loss or damage in respect of any claims arising out of this Booking Agreement whether in contract, tort or otherwise shall not exceed the value of this Booking Agreement. In addition, the Buyer acknowledges and accepts that ITV Commercial shall have no liability to the Buyer under this Booking Agreement.

11.3. Nothing in this Booking Agreement shall exclude or restrict either party's liability for death or personal injury resulting from the negligence of that party or of its employees while acting in the course of their employment or shall exclude or restrict a party's rights, remedies or liability under the law governing this Booking Agreement in respect of any fraud or fraudulent misrepresentation.

11.4. Except as expressly set out in this Booking Agreement, all conditions, warranties, terms and undertakings, express or implied, statutory or otherwise in respect of the obligations of the parties under this Booking Agreement are excluded to the fullest extent permitted by law.

12. Confidentiality

Neither party shall during or after the expiry of this Booking Agreement, duplicate or disclose, or permit the duplication or disclosure of, any Confidential Information, nor use the same in any way other than to perform its obligations under this Booking Agreement unless such duplication, use or disclosure is specifically authorised by the other party in writing or it is requested to disclose such information by law (including but not limited to the obligations set out in the Undertakings).

13. Entire Agreement

This Booking Agreement comprises the entire agreement between the parties in respect of the relevant accepted Booking of Airtime and supersedes all previous statements (whether oral or written) made by either party and all previous agreements, understandings and arrangements in respect of the Booking.

14. Amendments

No amendment or variation of this Booking Agreement shall be effective unless it is agreed between the parties.

15. Force Majeure

15.1. Neither party shall be liable in any way for any losses arising directly or indirectly from any failure or delay in performing any of its obligations under this Booking Agreement caused by any Force Majeure Event.

15.2. If a party (the "**Affected Party**") is unable to perform any of its material obligations under this Booking Agreement as a result of a Force Majeure Event for more than 30 Working Days then the other party may terminate this Booking Agreement at any time and without further liability upon giving written notice to the Affected Party.

16. Notices

Unless otherwise stated, any notice or other communication to be given under this Booking Agreement shall be in writing, shall be deemed to have been duly served on, given to or made in relation to a party if it is left at the authorised address of that party or posted by pre-paid first class post addressed to that party at such address and shall if:

a) personally delivered, be deemed to have been received at the time of delivery; or

b) posted to an address in the United Kingdom, be deemed to have been received on the second Working Day after the date of posting,

PROVIDED THAT where, in the case of delivery by hand, delivery occurs after 6.00pm on a Working Day or on a day which is not a Working Day, receipt shall be deemed to occur at 9.00am on the next Working Day.

17. Dispute Resolution

17.1. This clause 17 (*Dispute Resolution*) shall only apply to agreements relating to ITV Broadcasters.

17.2. As regards any dispute between the parties arising out of the interpretation or exercise of the rights given to or obligations upon Clients, Advertisers, Buyers, Carlton Communications Plc and Granada Plc in relation to contracts for the sale of Airtime pursuant to the Undertakings, including any dispute relating to the interpretation, termination or enforcement of such contracts to the extent referable to the Undertakings, the interpretation of any provision of the CRRA Rules, the CRRA Scheme or the Adjudicator's jurisdiction to determine the dispute, the Buyer may refer the dispute to the Adjudicator for determination in accordance with the CRRA Rules and the CRRA Scheme annexed to the Undertakings and as amended from time to time.

18. Regional Packages

18.1. This clause 18 (*Regional Packages*) only applies to Buyers who purchase a Regional Package.

18.2. Regional Packages cannot be purchased in conjunction with any other discounts offered by the Broadcaster from time to time.

18.3. If the Broadcaster provides any monies or other consideration as full or part payment of the production cost of a commercial to be broadcast or transmitted on an Area (the "**Commercial**"), the copyright in the Commercial shall be the property of the Broadcaster.

18.4. The Buyer may not procure or allow the broadcast or transmission of the Commercial by another broadcaster (on any platform) in the world without first obtaining the prior written consent of the Broadcaster.

19. Miscellaneous

19.1. The relationship between the parties is that of independent contractors.

19.2. The Buyer shall not assign or sub-contract any of its rights or obligations under this Booking Agreement without the prior written consent of the Broadcaster (such consent not to be unreasonably withheld or delayed).

19.3. The provisions of those clauses intended to have continuing effect shall continue in full force and effect following the termination or expiry of this Booking Agreement.

19.4. If the whole or any part of any provision of this Booking Agreement is or becomes invalid, void or unenforceable for any reason the same shall to the extent required be severed from this Booking Agreement and rendered ineffective so far as is possible without modifying the remaining provisions of this Booking Agreement and shall in no way affect the validity or enforceability of any other provisions.

19.5. No waiver by the Broadcaster of any breach of the Buyer's obligations shall constitute a waiver of any other prior or subsequent breach and the Broadcaster shall not be affected by any delay, failure or omission to enforce or express forbearance granted in respect of any obligation of the Buyer.

19.6. No person other than a party to this Booking Agreement may enforce this Booking Agreement by virtue of the Contracts (Rights of Third Parties) Act 1999, save that the Buyer acknowledges that ITV Commercial may enforce the rights of the Broadcaster under this Booking Agreement.

19.7. The parties acknowledge and agree that the execution of this Booking Agreement by ITV Commercial by way of an electronic representation of the authorised signatory's signature shall be a valid execution of this Booking Agreement.

19.8. In the event of any conflict between any provision in the Booking Form and any provision in these Terms and Conditions, these Terms and Conditions shall prevail.

19.9. This Booking Agreement may be executed in counterparts but the counterparts shall together constitute one and the same instrument.

19.10. This Booking Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including any non-contractual disputes or claims) shall be governed by and construed in accordance with English law and the parties hereby irrevocably submit to the exclusive jurisdiction of the English courts.