

Standard Advertising Terms and Conditions

BBC Worldwide Websites

1. Definitions

In these Conditions, words set out below but capitalised shall have the meaning set out in the Confirmation of Booking and the following words and expressions shall have the meaning set out below:

Additional Fee means a sum of money payable by the Client to BBCW in respect of the number of Ad Impressions in any month of the agreement in excess of the Ad Impressions Booked and up to the Ad Impressions Booked, and calculated in accordance with the Basis of Fee; Agreement means these Conditions and the Booking Form; BBCW Site means the web sites on which the Advertising Banner is booked to appear; Ad Impression means any instance when a page is downloaded to a User where that page includes an Advertising Banner; Advertising Banner means a branded banner occupying a file of up to 12k and not more than 468 x 60 pixels, or skyscraper format up to 15k and 120x600 or button up to 5k and 120x60, or rich media or any other form of advertising creative on various pages of the BBCW Site which may include a hyper-text link to the Client Site; Campaign Period means the period between, and including, the Campaign Start Date and the Campaign End Date; Page Traffic Statistics means the number of Ad Impressions, and the click-through rate in respect of the Advertising Banners occurring during the previous calendar month; and User means any person who accesses the BBCW Site.

2. Rights and Obligations of BBCW

2.1 Subject to signature by Client and receipt by BBCW of the Confirmation of Booking/Booking Form, BBCW will publish the Advertising Banner on the BBCW Site each day during the Campaign Period or until the Ad Impressions Booked have accrued in respect of the Advertising Banner (subject to the following).

2.2 BBCW will retain full editorial control over all material appearing on the BBCW Site.

2.3 BBCW will submit all Page Traffic Statistics to the Client within thirty days of the end of each month during the Campaign Period.

3. Rights and Obligations of the Client

3.1 The Client agrees to supply either

(a) a file containing the Advertising Banner; or

(b) all the information, Trade Marks, logos and other materials necessary to enable BBCW to create the Advertising Banner (the Information) to BBCW in an agreed format and medium (the Format) on or before the Copy Delivery Date.

3.2 The Client will permit BBCW to link into the Client Site via the Advertising Banner during the Campaign Period.

3.3 The Client will inform BBCW at least ten working days in advance of any planned

changes to the Client Site that might affect the performance of any part of BBCW's obligations under this contract.

4. Acceptance of Advertising Banner

4.1 The Advertising Banner will be published on the BBCW Site in consideration of payment of the Net Fee.

4.2. BBCW has the right to omit, suspend or change the position of any Advertising Banner accepted. BBCW will consult with the Client in good faith if it decides to exercise such rights.

5. Charges

5.1 The Client shall pay the Net Fee on the dates set out in the Booking Form.

5.2 BBCW shall invoice the Client for any Additional Fee in respect of the previous calendar month, which invoice shall be payable within 30 days.

5.3 If the number of Ad Impressions in any month appears likely to exceed the Ad Impressions Booked, BBCW will notify the Client Contact and seek to agree:

(a) whether to reduce the average number of pages of the BBCW Site which will include an Advertising Banner for the remainder of the month so that the number of Ad Impressions does not exceed the Ad Impressions Booked; or

(b) whether to permit the Ad Impressions Booked to be exceeded with a pro rata increase in the Net Fee due from the Client in respect of that month.

5.4 If the number of Ad Impressions in any month is less than the Ad Impressions Booked, the deficit will be carried over to the next month and aggregated to the target number of Ad Impressions for that month.

5.5 If at the end of the Campaign Period there is an aggregate deficit in the number of Ad Impressions compared with the Ad Impressions Booked over the entire Campaign Period, BBCW and the Client will meet to agree a mutually acceptable settlement and, if no other agreement is reached, BBCW will reimburse a portion of the Net Fee to the Client in respect of the deficit pro-rated according to the Basis of Fee.

5.6 If there is disagreement between the parties regarding the number of Ad Impressions served, for example if the Client engages a third party to serve, where the discrepancy is +/- 10% BBCW figures will be used. Otherwise the discrepancy will be dealt with on a case by case basis.

5.7 If the Net Fee due from the Client to BBCW is not paid within the due time, then without prejudice to any other rights and remedies of BBCW, the Client shall pay to BBCW interest on the amount outstanding from the date due until payment is made at the rate of four per cent (4%) per annum above the base rate as stated by Midland Bank Plc in the United Kingdom compounded at monthly intervals.

5.8 The Client shall pay VAT on the Net Fee as appropriate.

6. Use of Trade Marks

BBCW will be entitled to use the Client's name and Trade Marks in connection with the Advertising Banner.

7. Warranties

7.1 BBCW warrants to the Client that:

- (a) it has the full power and authority to enter into and perform this Agreement and have not entered into any arrangement which in any way conflicts with this Agreement or inhibits, restricts or impairs its ability to perform its obligations under this Agreement; and
- (b) it will use reasonable skill and care in designing, and installing the Advertising Banner.

7.2 The Client warrants and undertakes to BBCW:

- (a) it has the full power and authority to enter into and perform this Agreement and has not entered into any arrangement which in any way conflicts with this Agreement or inhibits, restricts or impairs its ability to perform its obligations under this Agreement;
- (b) nothing contained in the Information shall infringe any right of copyright, right of trade mark, right of privacy, right of publicity or personality or any other right of any other nature of any person, or be obscene or libellous or blasphemous or defamatory, and that the Information does not incorporate any third party source material;
- (c) there are and shall be no claims, demands, liens, encumbrances or rights of any kind in any of the Information resulting from any act or omission of the Client, which can or will impair or interfere with the rights of BBCW, and that nothing contained in the Information, nor any use of it, will violate any right of any third party; and
- (d) it owns all necessary rights in, or has all necessary licences in respect of the Trade Marks.

7.3 The placing of an order for the insertion of an Advertising Banner on the BBCW Site shall constitute an undertaking by the Client to BBCW that any site linked into via the Advertising Banner and the Advertising Banner:

- (a) complies with all relevant consumer protection legislation and advertising codes and
- (b) does not contain material that is obscene, blasphemous, defamatory, infringing of any rights of any third party or otherwise legally actionable under any civil or criminal laws in force in any legal jurisdiction from which the Advertising Banner will be accessible or which might bring BBCW into disrepute.
- (c) Comply with the relevant parts of the then current BBC Online Advertising Guidelines For Commercial Services which are available on request.

8. Indemnities

8.1 The Client agrees to indemnify BBCW and keep it indemnified at all times against all claims, proceedings, demands, damages, liabilities and costs arising in connection with or further to the subject of this agreement, including legal costs arising out of any use of an Advertising Banner by a User, further including without limitation in respect of any transaction between the Client and a User.

8.2 BBCW will not be liable for any loss or damage direct or consequential, occasioned by error in the positioning of or omission to publish any Advertising Banner or for late publication of an Advertising Banner or failure to perform any other obligation whether occasioned by negligence or otherwise save in cases occasioned by the direct negligence of BBCW, in which case compensation may be negotiated up to a maximum of the cost of the Advertising Banner booked

BBC Worldwide Room A1101, Woodlands London W12 OTT United Kingdom and paid for by the Client.

9. Intellectual Property Rights

9.1 BBCW is the owner or licensee of all intellectual property rights in the BBCW Site and the design of the Advertising Banner (if designed by BBCW), with the exception of any of the Trade Marks appearing on the Advertising Banner.

9.2 The Client is the owner of all intellectual property rights in the Client Site and the Client logos and Trade Marks that may feature within the Advertising Banner.

9.3 If any third party claims that the design of the Advertising Banner infringes the intellectual property rights of that third party, BBCW will consult with the Client and may modify the Advertising Banner or delete or replace any part of the material, or information contained in the Advertising Banner, provided that any modification, deletion or replacement does not materially affect a Users ability to access the Client Site via the Advertising Banner.

10. Confidentiality and Data

10.1 Each party agrees to keep confidential (both during and after the Campaign Period) the terms of this Agreement, the Page Traffic Statistics and all other information concerning the business or affairs of the other. This obligation will not apply in the case of any disclosure required by law, trivial information or information which is already publicly available or in the possession of a party at the time of disclosure by the other (other than as a result of a breach of any confidentiality obligation).

10.2 Each party will comply with all English data protection legislation.

10.3 Each party will implement and maintain appropriate security procedures to prevent damage, loss or corruption of, or unauthorised access to, any data and materials.

11. Cancellation

Both parties shall have the right to cancel this Agreement without liability to the other party (except that the Client shall reimburse to BBCW any costs incurred up to the date of cancellation in production of the Advertising Banner, on a reasonable time spent basis) provided that notice to cancel in writing is received by the BBCW Account Manager or the Buyer, in writing, giving at least 28 days notice.

12. Termination

12.1 Both parties shall have the right to terminate this Agreement upon the giving of written notice in the event of any of the following events:

(a) if the other commits any material breach of its obligations under this Agreement which, in the case of a breach capable of remedy, is not remedied within 10 days of service of a notice specifying the breach and requiring it to be remedied;

(b) if the other holds any meeting with or proposes to enter into or has proposed to it any arrangement or composition with its creditors (including any voluntary arrangement as described in the Insolvency Act 1986); has a receiver, administrator, or other encumbrancer take possession of or appointed over or has any distress, execution or other process levied or enforced (and not discharged within 7 days) upon the whole or substantially all of its assets;

ceases or threatens to cease to carry on business or becomes unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986; or
(c) pursuant to Clause 15.

12.2 Forthwith on termination of this Agreement:

(a) BBCW will remove the Advertising Banner from the BBCW Site; and

(b) the Client will account to BBCW for the Net Fee due up to and including the last day of the Campaign Period or date of termination, as applicable.

12.3 Termination of this Agreement shall be without prejudice to any rights of a party accrued before termination.

13. Disputes

13.1 Both parties shall use their best efforts to negotiate in good faith and settle amicably any dispute that may arise out of or relate to this Agreement or a breach thereof. If any such dispute cannot be settled amicably through ordinary negotiations by appropriate representatives of the parties the dispute shall be referred to the signatories of this Agreement or their successors who shall attempt to resolve the dispute.

13.2 If any an attempt at resolution further to 13.1 fails to result in a settlement, the matter at the election of either party may be submitted for resolution to a court of competent jurisdiction, which shall be the courts of England and Wales.

14. Notices

Any notice given under this Agreement will be in writing and may be delivered to the other party or sent by pre-paid post or facsimile transmission to the address or transmission number of that party specified in the Schedule or such other address or number as may be notified under this Agreement by that party from time to time for this purpose.

15. Force Majeure

A party will not be liable for any failure/delay in performing its obligations under this Agreement to the extent that this failure is the result of any cause or circumstance beyond the reasonable control of that party and that failure could not have been prevented or overcome by that party acting reasonably and prudently. If by reason of force majeure a party is unable to perform all or any part of its obligations under this Agreement for a continuous period of 20 working days, the other party may terminate this Agreement immediately by written notice.

16. Assignment

16.1 This Agreement is personal to and for the sole benefit of the Client and the Client shall not assign, transfer, sub-license, sub-distribute, mortgage, charge or in any other way dispose of any of its rights, interests or obligations under this Agreement to any person or organisation.

16.2 BBCW shall be entitled to assign or license the whole or any part of its rights under this Agreement to the BBC or any BBC, BBC Worldwide Limited (BBCW) or BBCW subsidiary

and in such event all of the representations, warranties and undertakings on the part of the Client contained in this Agreement shall inure for the benefit of the BBC or any BBC, BBCW or BBCW subsidiary and, if the BBC or such subsidiary undertakes direct with the Client to comply with the obligations of BBCW to the Client (but not otherwise), then with effect from the date of such undertaking, BBCW shall have no further liability to the Client.

17. General

17.1 Nothing in this Agreement will be deemed to create a partnership or joint venture between the parties.

17.2 Each party confirms that this Agreement sets out the entire agreement and understanding between the parties and that it supersedes all previous agreements, arrangements and understandings between them.

17.3 No failure or delay by any party in exercising its rights under this Agreement will operate as a waiver of that right nor will any single or partial exercise by either party of any right preclude any further exercise of any other right.

17.4 The rights and remedies of the parties under this Agreement are cumulative and in addition to any rights and remedies provided by law.

17.5 Any variation to this Agreement must be in writing and agreed by the parties

BBC Worldwide

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