

General Terms and Conditions – Bob Ede TV Limited

1. Interpretation

The definitions and rules of interpretation set out in schedule 1 apply in this agreement.

2. Basis of Contract

- 2.1 An Order is an offer by the Customer to purchase Services in accordance with these Conditions.
- 2.2 A Contract will be formed when (and not before) the Supplier accepts in writing an Order.
- 2.3 Any samples, drawings, descriptive matter or advertising issued by the Supplier are issued or published for the sole purpose of giving an approximate idea of the Services described in them. They do not form part of the Contract.
- 2.4 These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

3. Supply of Services

- 3.1 The Supplier will supply the Services to the Customer in accordance with any Specification and with reasonable care and skill.
- 3.2 The Supplier will use all reasonable endeavours to meet any performance dates specified in any Specification, but any such dates shall be estimates only and time shall not be of the essence for performance of the Services.
- 3.3 The Supplier reserves the right to amend the Specification if necessary to comply with any applicable law or regulatory requirement.

4. Customer's Obligations

- 4.1 The Customer must:
 - (a) ensure that the terms of the Order and any information it provides for the Specification are complete and accurate;
 - (b) co-operate with the Supplier in all matters relating to the Services;
 - (c) provide the Supplier with the information and materials the Supplier reasonably requires to supply the Services, and ensure the information is complete and accurate;
 - (d) obtain and maintain all necessary licences, permissions and consents required for the Services; and
 - (e) comply with any additional obligations set out in a Technical Specification.
- 4.2 If the Supplier's performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation (**Customer Default**):
 - (a) without limiting or affecting any other right or remedy available to it, the Supplier may: (i) suspend performance of the Services until the Customer remedies the

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Customer Default; and (ii) rely on the Customer Default to relieve it from the performance of any of its obligations, in each case to the extent the Customer Default prevents or delays the Supplier's performance of any of its obligations;

- (b) the Supplier will not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from the Supplier's failure or delay to perform any of its obligations; and
- (c) the Customer must reimburse the Supplier for any costs or losses sustained or incurred by the Supplier arising directly or indirectly from the Customer Default.

5. Fees

5.1 The Fees payable to the Supplier for the Services will be calculated in accordance with the daily fee rates (and other relevant indications) shown in the (relevant) Rate Card as varied from time to time.

5.2 The Supplier will invoice the Customer for all Fees and invoices must be settled within 30 days of delivery or as agreed in writing.

5.3 Unless otherwise agreed by the Customer, or set out in a Supplier's quotation, all third party costs will be charged to the Client at net cost.

5.4 If the Customer fails to pay by the date stated in an invoice the Supplier may:

- (a) charge interest on the outstanding amount at the rate of rate of 4 % above the base rate of Barclays Bank in force from time to time calculated from the due date up to the date of payment,
- (b) require the Client to pay, in advance, for Services yet to be supplied,
- (c) not perform any further Services.

6. Intellectual Property Rights

6.1 All Intellectual Property Rights in or arising out of or in connection with the Services (other than Intellectual Property Rights in any materials provided by the Customer) will be owned by the Supplier.

6.2 The Supplier grants to the Customer a fully paid up non-exclusive royalty free non-transferable licence during the term of the Contract to copy the Deliverables for the purposes of: (i) receiving and using the Services; and (ii) displaying the Deliverables on its website and social media feeds. If the Customer wants to display the Deliverables on other websites and platforms, the Supplier will act in good faith in responding to any request for an extension of its licence to cover these displays. The Supplier will not act in good faith if it demands licence fees above the identifiable market rate, but will act in good faith if it asks for production credits.

6.3 The Customer may not sub-license, assign or otherwise transfer the rights granted in Clause 6.2.

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6.4 The Customer grants the Supplier a fully paid-up, non-exclusive, royalty-free, non-transferable licence to copy and modify any materials provided by the Customer to the Supplier for the term of the Contract for the purpose of providing the Services to the Customer.

7. Confidentiality - duties of the parties

Each party agrees to treat the other's confidential information as follows

7.1 Use: to use it only for the purpose of performing their obligations under this agreement (**Purpose**).

7.2 Copying: not to copy any part of it except as:

- (a) necessary for the Purpose or
- (b) expressly allowed by this agreement.

7.3 Disclosure: to keep it confidential; but a party may disclose confidential information to anyone who:

- (a) needs to know it for the Purpose;
- (b) has contracted not to disclose it; and
- (c) is one of the following the parties' employee, professional adviser or consultant.

8. Advertising Regulations

8.1 Both parties acknowledge that they have a responsibility to comply with all Advertising Regulations.

8.2 The parties will co-operate with each other in ensuring that suitable objective factual product and other information is available as required to satisfy the requirements of any applicable Advertising Regulation.

9. Data Protection

9.1 Compliance: Each party must comply with the Data Protection Legislation.

9.2 Mutual assistance. Each party must assist the other in complying with all applicable requirements of the Data Protection Legislation. In particular, each party must:

- (a) consult with the other party about any notices given to data subjects in relation to the personal data to be shared between the parties under the Contract (**Shared Personal Data**);
- (b) promptly tell the other party about the receipt of any data subject access request;
- (c) provide the other party with reasonable assistance in complying with any data subject access request;

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- (d) not disclose or release any Shared Personal Data in response to a data subject access request without first consulting with and obtaining the consent of the other party.
- (e) assist the other party, at the cost of the other party, in responding to any request from a data subject and in ensuring compliance with its obligations under the Data Protection Legislation for security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
- (f) tell the other party without undue delay on becoming aware of any breach of the Data Protection Legislation.

10. Limitation of Liability

10.1 Unlimited liability. Nothing in the Contract limits or excludes the liability of either party for:

- (a) **Death or personal injury.** Death or personal injury caused by negligence.
- (b) **Fraud.** Fraud or fraudulent misrepresentation.
- (c) **Unlawful liability restrictions.** Any matter in respect of which it would be unlawful to exclude or restrict liability.

10.2 Limitations of liability. Subject to clause 10.1:

- (a) the Supplier's maximum aggregate liability under or in connection with the Contract, whether in contract, tort (including negligence) or otherwise, will in no circumstances exceed the Fees.
- (b) neither party will be liable under or in connection with the Contract for:
 - (i) loss of actual or anticipated income or profits;
 - (ii) loss of goodwill or reputation;
 - (iii) loss of anticipated savings;
 - (iv) loss of data; or
 - (v) any indirect or consequential loss or damage of any kind howsoever arising from breach of tort, breach of contract, negligence or any other cause of action.

11. Termination. Without affecting any other right or remedy available to it:

- (a) either party may terminate the Contract by giving the other party 30 days' written notice.
- (b) either party may terminate the Contract with immediate effect by giving written notice to the other party if:
 - (i) the other party commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 30 days of that party being notified in writing to do so;

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- (ii) the other party's financial position deteriorates to such an extent that in the terminating party's opinion the other party's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.
- (c) the Supplier may terminate the Contract with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under the Contract when due.

12. Consequences of termination

- 12.1 On termination of the Contract the Customer must immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices and interest and, for Services supplied but for which no invoice has been submitted, the Supplier may submit an invoice, which must be paid immediately
- 12.2 Termination or expiry of the Contract will not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry.
- 12.3 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Contract will remain in full force and effect.

13. General

- 13.1 **Non-solicitation.** The parties must not for a period of 12 months after the termination of the Contract seek to entice away or recruit any employee of the other party who was so employed at the date of the Contract.
- 13.2 **Force majeure.** Neither party will be in breach of contract nor liable for delay in performing, or failure to perform, any of its obligations under the Contract if the delay or failure result from events, circumstances beyond its reasonable control.
- 13.3 **Notices.** All notices under the Contract must be in writing and be delivered personally or by first class, registered or recorded post in every case to the other party's address. In the case of first class post notices are deemed to be received 3 business days after the date of posting.
- 13.4 **Invalid clauses.** In the event that that any term of the Contract is found to be invalid or otherwise unenforceable then it will be regarded as and construed as severable from the Contract and will not affect the validity or enforceability of the rest of the Contract.
- 13.5 **Assignment and sub-contracting.**
 - (a) The Supplier shall be entitled to sub-contract its performance of the Services and/or Deliverables provided that any sub-contracting shall not relieve the Supplier from its obligations to the Customer under this Agreement
 - (b) Neither party may assign, transfer or charge or otherwise dispose of the Contract or any of its rights or obligations arising hereunder without the prior written consent of the other party.
- 13.6 **Third Party Rights.** A person who is not a party to this agreement has no right under the contracts (rights of third parties) act 1999 to enforce any term of the Contract.

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13.7 No Automatic Waiver. The failure of either party to enforce or exercise at any time any term or any right under the Contract does not constitute and shall not be construed as a waiver of such term or right and shall in no way affect that party's later right to enforce or to exercise it.

13.8 Entire Agreement

- (a) These Conditions will for each Contract constitute the entire agreement between the parties and supersede and extinguish all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter
- (b) Each party acknowledges that in entering into any Contract it does not rely on, and will have no remedies for, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in these Conditions and any Specification.

13.9 Governing Law and Jurisdiction.

- (a) Any Contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) must be governed by and construed in accordance with the law of England and Wales.
- (b) Each party irrevocably agrees that the Courts of England and Wales have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with any Contract or its subject matter or formation (including non-contractual disputes or claims).

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Schedule 1 - Interpretation

The following definitions and rules of interpretation apply in these Conditions.

1.1 Definitions:

Advertising Regulation: any present or future applicable code of practice or adjudication of the Committee of Advertising Practice, Broadcast Committee of Advertising Practice or the Advertising Standards Authority and includes any applicable modification, extension or replacement thereof in force from time to time, together with other UK laws, statutes and regulations which are directly applicable to the Services.

Conditions: these terms and conditions as amended from time to time.

Contract: the contract between the Supplier and the Customer for the supply of Services in accordance with these Conditions.

Customer: the person or firm who purchases Services from the Supplier.

Customer Materials: any Data, client equipment, computer systems, software, documents, copy, Intellectual Property Rights, artwork, logos and any other materials or information owned by or licensed to the Customer which are provided to the Supplier on behalf of the Customer.

Data Protection Legislation: all legislation and regulatory requirements in force from time to time relating to the use of personal data and the privacy of electronic communications, including:

(i) any data protection legislation from time to time in force in the UK including the Data Protection Act 2018 or any successor legislation,

(ii) the General Data Protection Regulation ((EU) 2016/679) and any other directly applicable European Union regulation relating to data protection and privacy (for so long as and to the extent that the law of the European Union has legal effect in the UK).

Deliverables: the advertising, creative and other materials which are to be provided for the Customer as specified in an Order, including Supplier Materials and Supplier Proprietary Materials where applicable.

Fees: means the Supplier's fees for the Services in accordance with any relevant Rate Card.

Intellectual Property Rights: the following rights, wherever in the world enforceable, including all reversions and renewals and all applications for registration:

- (i) any patents or patent applications;
- (ii) any trade marks (whether or not registered);
- (iii) inventions, discoveries, utility models and improvements whether or not capable of protection by patent or registration;
- (iv) copyright or design rights (whether registered or unregistered);
- (v) database rights;
- (vi) performer's property rights as described in Part II of the Copyright Designs and Patents Act 1988 and any similar rights of performers anywhere in the world;
- (vii) any goodwill in any trade or service name, trading style or get-up; and

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(viii) any and all other intellectual or proprietary rights.

Order: the Customer's written acceptance of the Supplier's quotation.

Rate Card: any rate card given by the Supplier to the Customer, using the format shown in Schedule 2.

Services: the services, including the Deliverables, supplied by the Supplier to the Customer as set out in the Specification.

Specification: the description or specification of Services (an illustrative version of which is set out at Schedule 3) provided in writing by the Supplier to the Customer including Technical Specification.

Supplier: Bob Ede TV Limited registered in England and Wales with company number 11083009.

Supplier Materials: those materials specifically created by the Supplier for the purposes of the Contract (if or not incorporated in Deliverables) during the Term.

Supplier Proprietary Materials: means software (including all programming code in object and source code form), methodology, know-how and processes and materials in relation to which the Intellectual Property Rights are owned by (or licensed to) the Supplier and which are:

- (i) in existence prior to the date on which it is intended to use them for an Order; or
- (ii) created by or for the Supplier outside of the Contract and which are intended to be reused across its business.

Technical Specification: the technical specification (an illustrative version of which is set out at Schedule 3) applicable where the Customer supplies their own advert or sends the Supplier materials (including stills or unedited video) to use to make produce an advert

tell: notify in writing.

1.2 Statute. A reference to a statute or statutory provision includes any amendment, extension, replacement or subordinate legislation from time to time relevant to these conditions.

1.3 Writing. A reference to **writing** or **written** includes fax and e-mail.

1.4 Including. Any words following the terms including, include, in particular, for example or any similar expression must be construed as illustrative and will not limit the sense of the words, description, definition, phrase or term preceding those terms.

1.5 Clauses and schedule. References to clauses and a Schedule are to the clauses and Schedule of this agreement; references to paragraphs are to paragraphs of the Schedule.

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Schedule 2 – Rate Card

All our quotes are tailored to meet your particular requirements.

WightlinkTV customers can choose to advertise across one, two or all three Wightlink routes.

Multiple route discounts negotiable.

Your airtime package also includes screens at the terminals associated with your chosen routes. Eg: Advertise on the Portsmouth to Ryde FastCat route and your advert will also be shown on screens at Portsmouth Harbour and Ryde Pier terminals.

THREE ROUTES

1 Portsmouth – Fishbourne (Car Ferries)

Airtime advertising costs on this route start from £20/day

2 Portsmouth – Ryde (FastCats)

Airtime advertising costs on this route start from £18/day

3 Lymington – Yarmouth (Car Ferries)

Airtime advertising costs on this route start from £16/day*

*currently booking monthly slots only

WLTV ADVERT PRODUCTION

We can produce your advert for you if required.

Production costs for WightlinkTV airtime customers start from £300/ ½ day for filming and editing of your advert. One further edit for changes to your advert during your campaign is included in the production cost, if required.

Further edits to your advert within the production fee must be made from existing material.

If additional filming is required this will be charged accordingly.

NON WLTV PRODUCTION

Our standard corporate video production rates for non WightlinkTV customers start from £600/day filming and £400/day editing.

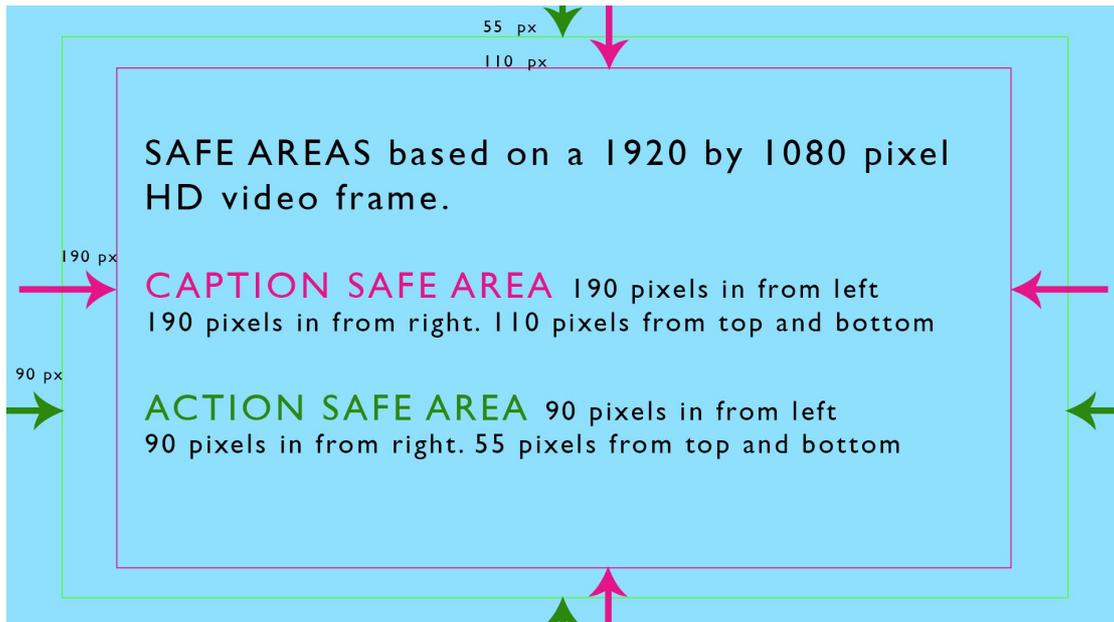
Graphics, music, commentary, etc, will be charged additionally as required.

Schedule 3 – Technical Specification

If you supply video or stills for **WightlinkTV**, we ask that you comply as far as possible with our technical specifications below. Please ensure that you take note of **SAFE AREAS**.

Editing software displays the whole image on a computer screen, but TV screens overscan the image to avoid black banding around the image. As a result, important text or logos can sometimes be cropped if placed too close to the edge of the frame.

To avoid this, place text within the Caption Safe Area and important images, such as logos, within the Action Safe Area.



VIDEO:

- Please supply a high resolution HD .mp4 or uncompressed .mov video file.
- FILE NAME: Please make it clear who your ad is for and its 1st date of screening.
- Eg: GARLIC_FARM_APRIL_18.mp4
- Codec for mp4 – H.264. Data Rate 8 – 12 Mb/s
- Frame rate must be 25 fps in the PAL format.
- Frame size must be 1920 by 1080 pixels (16 by 9 widescreen).
- Logos should be placed within the ACTION SAFE AREA.
- Captions should be within the CAPTION SAFE AREA.
- Text size should be no smaller than 24 point.
- Text must be readable both in size and time shown.
- Text styles should avoid fancy serifs.
- Rollers or crawls must be timed to read easily – crawls are harder to read.
- No audio – the video must be mute.

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- No fade out to black at end of video.
- No strobing effects. (Strobing can cause epileptic reaction in some viewers)

STILLS:

- Please supply stills in high resolution RGB format jpg, Photoshop or pdf files.
- Frame size should be a minimum of 1920 by 1080 pixels.
- We can reframe other frame sizes for the widescreen TV format.
- Power Point slides must be converted to individual jpg files.

LOGOS:

- Logos must be supplied in high resolution jpg, Photoshop or pdf files and ideally with transparent background so they can be superimposed over video.

FONTS:

- If you need us to use a specific font please supply a font file suitable for use on a PC, TrueType or OpenType fonts. We cannot use Mac fonts.

Please send your video/s via WeTransfer to bob@bobedetv.com or share via DropBox.

Please call Bob on 07506 834803 for any further info.

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