



## Terms and Conditions of Business for Advertisers and Sponsors

### **TERMS:**

**'THC' ("We")** – Shall be The Hotel Channel (VAT reg no 905659505)

**'The Client' ("You")** – Shall be the business, partnership or individual named on the order form

**'Order Form'** – Shall be the official confirmation document sent by THC or one of its representatives.

**'The Advert'** – Shall be the content which will either be video, press, or on-screen graphic.

**'The Fee'** – Shall be the amount agreed between THC or one of its representatives and The Client as appears on the Order Form.

### **Agreement:**

The terms and condition of this Agreement become binding upon THC's receipt of a signed Order Form from The Client.

### **Payment terms:**

- We operates a strict pre-payment policy. All monies must be received prior to any advert appearing on TV, in the magazine, via tickertape or using the SMS service. We reserve the right to withdraw the Advert prior to any campaign commencing on grounds of non-payment or breach of any of the terms of business as expressed in this Agreement. The price charged by THC for the Advert shall be the rate in effect at the time the order for the Advert is received by THC. VAT is excluded from any price quoted.
- In the event of non-payment on the due date or within 14 days thereafter the whole of the balance outstanding under this Agreement shall immediately become due and payable with interest calculated at 5% above the standard rate of interest applied by Barclays Bank plc. and to be applicable from the date payment was due, plus any costs incurred by THC.
- The Client will be responsible for paying any of the following costs incurred by THC, unpaid, returned or recalled bankers mandate/orders, unpaid returned or recalled cheques and any bank charges, in addition the Client will also be responsible for the costs incurred by THC in having to send out letters as a result of non-payment and breach of the Agreement in line with our charging policy [further details on request].

### **Content:**

- The Client may supply their own pre-formatted artwork and material, however such artwork and material must be in a format agreed with THC.
- We cannot be held responsible for the damage or loss of any material received from the Client. At the end of the Agreement We shall have the right to destroy all such materials received from the Client. However if the Client should so request, the materials will be returned to the Client providing the Client has arranged pre-payment for return postage.

- No Client shall enjoy preferential position or monopoly rights unless endorsed on the agreement and initialled by Us.
- On no condition will any adult material, obscene, harmful, blasphemous or otherwise offensive material be accepted by Us.
- All correspondence, notices or other documents shall be deemed properly sent to the Client at the address given from THC at its trading premises as detailed above in this document [Or such other address as shall be notified to the Client].
- In the event that We are unable to provide our services hereunder by reason of any event or act beyond their control (event of force majeure) including but not limited to any act of god, war, terrorism, fire, We may by written notice to the Client suspend the terms of the Agreement with immediate effect until both THC and the Client mutually agree to either continue with the Agreement or suspend it indefinitely

#### **Client Liabilities –**

- The Client warrants that the Advert complies with the terms of the Advertising Standards Code and Trade Description Act 1968 and does not contravene any other relevant Acts or legal regulations in place at this time. The Client will be responsible for and shall indemnify Us against any losses, damages, costs (including legal) and expenses incurred by THC by reason or on account of the Client's breach of the Agreement and or any libel, copyright infringement or other third party action brought against THC as a result of the materials or Advert supplied to THC.
- The Client has the responsibility to ensure that the information they provide to THC is correct throughout the Agreement term. The Client can make amendments to the information at any time and will be charged accordingly. The amendments by the Client must be served by notice in writing and by recorded delivery.
- Where the business of the Client is taken over by a new proprietor or the nature of the business changes, the Client shall remain fully liable under this agreement, unless We are notified in writing by recorded delivery post by the new proprietor of his / her intention to accept full responsibility under the terms of the Agreement. Should the new proprietor breach the terms of the Agreement, or be the subject of a bankruptcy order, winding up order, go into receivership, administration or commit an act of gross misconduct, then the Client will remain liable for any loss incurred by THC from the date of the breach. THC shall be entitled to remove the advert without obligation to refund any monies to the Client .

#### **Filming:**

- Unless The Client has provided their own materials, all filming shall be undertaken by THC or their representatives at a date to be mutually agreed.
- Prior to filming commencing the client will speak directly with a member of Our production team to discuss key areas of interest to be included in the Advert. This discussion will constitute a client brief. This Client Brief will be held on file by THC, and will be made available to the client on request. At the time of creating the Client Brief a filming date will be agreed between THC and the Client.
- Should The Client insist on altering the agreed filming date an **administrative charge** equal to 15% of the total order value shall be payable by the Client for each postponed day.

- Once filming has been completed no changes or alterations can be made by the Client unless it is clear that the client brief has not been carried out as requested.

**Electronic Materials:**

- Where a client has provided electronic footage or material to be edited by Our production team, THC have the ultimate editorial decision regarding which parts of such footage or material are included in the final programme unless written notice has been received by THC which contains specific request and direction regarding which parts of the footage are to be used or excluded.

**Press:**

- THC or one of its representatives will contact the Client directly to arrange receipt of any display artwork or directory information. All work will be made available to proof by the Client prior to the print deadline. Any and all costs incurred in making changes after Client proof has been approved will be chargeable to the Client directly.

**Termination:**

- Should you wish to terminate your order, you must do so within 7 days of signature of this Agreement by providing THC with written notice of your intention. You hereby agree that notwithstanding this termination, you shall be responsible for paying (1) any direct attributable costs we have incurred from the date of signature of this Agreement, and (2) and a penalty payment equal to 20% of the value of your Order.

**Refunds:**

- THC handles business to business transactions. As a consequence of this We are not covered by the Consumer Protection (Distance Selling) Regulations 2000 and offer no recourse for refunds once funds have been collected.

**Liability:**

- THC cannot be held responsible or liable for any damages or loss howsoever incurred, including consequential losses such as lost revenue, in connection with advertising on The Hotel Channel.

**Rights:**

- The entire programme as a whole remains the property of THC and as such can be exploited in all media known now or in the future for use throughout the universe. Individual clips from the entire programme remain the property of THC however upon full payment for the feature being made by the client to THC as detailed above a licence will be granted for use by The Client in any media upon receipt of a written request from the client without prejudice.

**Variation of Terms**

- No terms of the Agreement can be varied or amended unless mutually agreed in writing by both parties.

**English Law**

- These terms and conditions and the contract of which they form a part shall be governed by English Law.