

Terms and Conditions

Definitions and Acceptance of the Terms and Conditions

1. South Atlantic Media Services, Ltd. ("SAMS") accepts the broadcast of Advertisements on the terms and conditions ("Terms") set out below;
2. These Terms apply to broadcast Advertisements on SAMS Radio 1 ("Radio");
3. By placing an order, the Advertiser (the person, agency, organisation etc. placing the order for the Advertisement) accepts and agrees to be bound by these Terms in full.

Content and Delivery of Advertisements

4. The specification and materials for Radio Advertisements must be provided no later than the deadline specified on the SAMS Rate Card. SAMS provides no guarantee that Radio Advertisements received after the deadline specified on the applicable Rate Card will be broadcast, but will use reasonable efforts to accept Radio Advertisements beyond the deadline if/when possible.
7. While SAMS shall use reasonable efforts to exchange already-submitted Radio Advertisements with updated Radio Advertisements at the Advertiser's request, SAMS accepts no responsibility for the broadcast of an earlier version.
8. SAMS may, without any responsibility to the Advertiser, reject, cancel or require any Radio Advertisements to be amended that it considers unsuitable or contrary to these Terms and remove, not print, or suspend any such Advertisement. SAMS may refuse to broadcast any Advertisement for any Advertiser who has not paid any sums due for any advertising in the Newspaper. The Advertiser will remain responsible for all outstanding charges.
9. If an Advertiser sends in an Advertisement that is not in a ready-to-broadcast form, that will not broadcast well as a Radio Advertisements and/or that does not meet its specified Radio Advertisement requirements, SAMS reserves the right to reformat the Advertisement without notification.
10. The broadcast of an Advertisement by SAMS does not mean that SAMS accepts the Radio Advertisement has been provided in accordance with these Terms or that SAMS has waived its rights under these Terms.
11. The Advertiser guarantees to SAMS that:
 - (i) any information supplied in connection with the Radio Advertisement is accurate, complete, true and not misleading;
 - (ii) it has obtained the consent of any living person whose name (in whole or in part) is contained in any Radio Advertisement;
 - (iii) the Radio Advertisement is legal, decent, honest and truthful, are not contrary to the provisions of any applicable law, regulation or code of practice, are not libellous or obscene and do not infringe the rights of any person (including any person's intellectual property rights);
 - (iv) the Radio Advertisement will not be prejudicial to the image or reputation of SAMS;
12. Where the Advertiser is an advertising agency or media buyer, the Advertiser guarantees that it is authorised by the advertiser of a product or service to place the Radio Advertisement with SAMS and the Advertiser will compensate SAMS for any claim made by such advertiser against SAMS.

Payment

13. All Radio Advertisements are accepted on the basis that they will be paid for at the applicable rates set out in the applicable Rate Card on the date of publication. SAMS may change its rates at any time by publishing the modified rates at www.sams.sh and updating the physical copy available in the office in the Castle Gardens, Jamestown, STHL 1ZZ. Any changes to the rates will take effect immediately. However, any changes to the applicable rates will not apply to any orders made prior to the date of such change.

14. SAMS shall send out invoices in good time to Advertisers, and will expect payment to be returned in good time.

Liability of SAMS

15. SAMS accepts no responsibility for any interruption or delay the Advertiser experiences in delivering any Radio Advertisement material to SAMS or any loss or damage to any Radio Advertisement or any other materials. The Advertiser guarantees that it has retained sufficient quality and quantity of all materials supplied to SAMS.

16. SAMS shall not be responsible for any additions to, changes in, deletions from, delays in publication or withdrawal of any Radio Advertisements required by any authority having responsibility for the regulation of press advertising.

17. SAMS shall use reasonable efforts to comply with the wishes of the Advertiser.

18. If a booked Radio Advertisement is not broadcast at all solely due to a mistake on SAMS's part, SAMS will try to offer an alternative publication date(s). If the alternative date(s) is not accepted, the original booking will be cancelled and the Advertiser shall be entitled to a full refund if the Advertiser has paid in advance for the Radio Advertisements. This shall be the Advertiser's sole remedy for failure to publish the advertisement.

19. If the Advertisement as reproduced by SAMS contains a substantial error solely due to a mistake on SAMS's part, SAMS shall, on request, re-broadcast the Radio Advertisement at no additional cost to the Advertiser. SAMS shall not be responsible for repetition of errors and it is the Advertiser's responsibility to inform SAMS of any errors and provide any necessary assistance to SAMS to prevent a repeat of the error.

20. SAMS shall not be responsible, under any circumstances, for any loss of profit, loss of opportunity, loss of goodwill, loss of anticipated saving, loss of revenue and/or any other loss which happens as a side effect of the main loss suffered by the Advertiser or any loss which could not be contemplated by SAMS and the Advertiser, and SAMS's maximum total liability for any loss or damage arising out of or in relation to any Advertisement whether in contract, tort or otherwise shall not exceed the total amount of the charges for the relevant Radio Advertisement actually paid by or on behalf of the Advertiser.

21. SAMS will not be responsible for any failure or delay affecting production or broadcast of any Radio Advertisements, in any manner where such failure or delay results from any act, omission, interruption, fault or other condition beyond the reasonable control of SAMS.

22. For the avoidance of doubt, nothing in these Terms will limit or exclude SAMS's responsibility for death or personal injury resulting from its own negligence, fraud or any other liability that cannot be excluded.

23. Nothing in these Terms shall affect the statutory rights of an Advertiser who is a consumer.

Liability of the Advertiser

24. The Advertiser will fully reimburse SAMS for all claims, losses or expenses arising as a result of any breach or failure to perform of any of these Terms and/or the use or publication of the Advertisement by SAMS in accordance with these Terms.

Rights

25. 24. The Advertiser grants SAMS the right (free of charge) to:

(i) use such of the Advertiser's names, trade marks and/or logos as SAMS may consider necessary for the purposes of publishing the Radio Advertisements.

General

26. A person who is not a party to these Terms has no rights to rely upon or enforce any of these Terms.

27. If SAMS fails or delays in exercising its rights or remedies provided by these Terms, it shall not be deemed to have waived that or any other right or remedy under these Terms.

28. Nothing in these Terms shall be deemed to constitute a relationship of principal and agent, a partnership, joint-venture, or co-ownership. Neither party shall have the authority to act for, bind or otherwise create or assume any obligation on behalf of the other, and neither party shall hold itself out as having authority to do the same.

29. These Terms and the documents referred to herein replace all previous agreements between the Advertiser and SAMS, and are the entire agreement between the Advertiser and SAMS in respect of the Advertisements. To the maximum extent permitted by law, other than as set out in these Terms, all warranties and representations, whether express or implied, are excluded.