



Islam Channel Advertising Terms & Conditions

1. Agreement

- 1.1. The advertising contract (attached) and the terms and conditions set below form the agreement between 'Islam Channel' and 'The Advertiser'.
- 1.2. The agreement is only accepted once signed by both parties.

2. Payment

- 2.1. 'The Advertiser' agrees to pay 'Islam Channel' the contracted amount, as agreed in the contract (attached).
- 2.2. In case of default on payment, 'Islam Channel' shall be entitled to refuse to broadcast the advertisement.
- 2.3. Any discounts or rebates offered by Islam Channel shall be deemed applicable only and exclusively to 'The Advertiser'.
- 2.4. The advertisement production is not included in this agreement.

3. Advertising

- 3.1. 'The Advertiser' confirms that the advertisement does not contain any obscene, offensive or defamatory material which will expose 'Islam Channel' to any civil or criminal proceedings.
- 3.2. 'The Advertiser' confirms that the advertisement is original, does not violate any law or infringe the copyrights, trademark, trade names or patents of any other person/company and 'The Advertiser' has obtained all necessary consents prior to the submission of the advertisement.
- 3.3. 'The Advertiser' assumes liability for all the content (including text representation and illustration) of advertisements broadcasted.
- 3.4. 'The Advertiser' agrees not to use the 'Islam Channel' name, brand, image, logo for any purpose whatsoever without obtaining prior to written consent of 'Islam Channel'.
- 3.5. On acceptance of the agreement, 'Islam Channel' will broadcast the advertisement on 'Islam Channel' as agreed. If for any reason 'Islam Channel' is unable to broadcast the advertisement in accordance with the agreed schedule, 'Islam Channel' shall offer comparable, alternative schedule for the broadcast of the advertisement.
- 3.6. 'Islam Channel' may reject the advertisement should it not meet the Islamic standards or other standards set by regulatory bodies, such as Ofcom or Advertising Standards Authority.
- 3.7. All advertisements must be approved by 'Islam Channel' before they are deemed acceptable to be broadcasted on 'Islam Channel'. 'Islam Channel' must see proofs of the advertisements before acceptance of this agreement.
- 3.8. 'The Advertiser' understands that all advertisements broadcasted on 'Islam Channel' must be truthful and must represent responsible firms/and or individuals.
- 3.9. 'Islam Channel' reserves the right to revise its advertising rates at any time and/or these terms and conditions.
- 3.10. 'The Advertiser' agrees to send the advertisement to 'Islam Channel' on a mini DV or Beta Cam (pal format) at least 5 working days before the advertisement is to be broadcasted.
- 3.11. 'The Advertiser' agrees to grant 'Islam Channel' the right to make a copy of the advertisement for its archives.
- 3.12. If 'The Advertiser' does not request the return of the advertisement provided to 'Islam Channel' within 30 working days at the end of the advertisement campaign, then 'Islam Channel' reserves the right to dispose of the advertisement.
- 3.13. 'Islam Channel' Peak Time is Monday to Friday 17.00 to 23.00 and Saturday and Sunday 7.00 to 23.00, the month of Ramadhan and Eid-ul Fitr and Eid-ul Adha. All other times are Off-Peak Time.
- 3.14. All advertising spots are subject to availability

4. Confidentiality

- 4.1. Both parties shall not disclose any confidential business, future plans or prices to a third party at any time during the existence of this agreement or after the agreement.

5. Assignment

- 5.1. 'The Advertiser' must not assign this agreement in whole or part, without obtaining 'Islam Channel's' prior written consent. Any attempt to assign the agreement without such consent will be void and null.

6. Cancellation

- 6.1. 'The Advertiser' has the right to cancel the agreement by written notice to 'Islam Channel' 7 working days before the advertisement is to be broadcast.
- 6.2. If 'The Advertiser' cancels the agreement, as per clause 6.1. 'Islam Channel' will refund half the payment as per the contract (attached).
- 6.3. If 'The Advertiser' cancels the agreement once the advertisement has begun broadcasting, 'Islam Channel' reserves the right to retain the full payment or request the full payment be paid in accordance with the agreement.
- 6.4. If 'Islam Channel' cancels the agreement because of a breach of this agreement by 'The Advertiser', 'Islam Channel' reserves the right to retain the full payment or request the full payment in accordance with the agreement.

7. Indemnity

- 7.1. The Advertiser agrees to indemnify 'Islam Channel' from any claim or demand made by any third party due to or arising out of content submitted by 'The Advertiser' in connection to the services provided by 'Islam Channel'.

8. Force Majeure

- 8.1. 'Islam Channel' will not be responsible for any delay or hindrance in the broadcast of advertisement due to an event of force majeure, (e.g. Acts of God- flood, earthquake, war, riot, satellite malfunction, strike, act of civil or military or governmental authority) or any other causes of similar nature or for any other reason beyond its control.

9. Severability

- 9.1. If any one or more of the provisions contained in these terms and conditions shall be deemed by any court or any other competent authority to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

10. Waiver

- 10.1. No waiver of the terms and conditions by Islam Channel shall be binding unless the waiver is in writing and signed by a duly authorised representative on behalf of Islam Channel.

11. Jurisdiction

- 11.1. This Contract shall be governed by and interpreted in accordance with English law.