

**SCHEDULE 'B'**  
**TERMS AND CONDITIONS**

1. Prasar Bharati will act through the Director General. All India Radio or through his authorised officers hereinafter called "All India Radio" for the purpose of this contract
2. The period of contract shall commence from the date of the first broadcast. The maximum period to be covered by each individual contract shall be limited to one financial year i.e. 1st April of the year to 31st March of the subsequent year.
3. The Matter, Contents and type of the advertisement or sponsored programme shall conform to the codes, standards and rules prescribed by Prasar Bharati from time to time, and shall be subject to the approval of the Director General, All India Radio or his authorised officer, who shall have absolute discretion reject or refuse to broadcast or rebroadcast any advertisement or sponsored programme without assigning any reason and without incurring any liability by reason of such refusal. All India Radio shall have the right to censor, edit advertisement or sponsored programme without assigning any reason and without incurring any liability by reason of such refusal. All India Radio shall have the right to censor, edit and/or amend the text of any advertisement or programme. The advertiser will be informed by All India Radio of these changes. If the advertiser does not agree to the changes, intimation of which shall be communicated within seven days from the date of issue of AIR's communication in this regard, the contract shall stand cancelled without prejudice to any right and liabilities of the parties accrued till then.
4. The advertising copy along with the tape shall be supplied by the Advertiser to All India Radio not less than thirty days before the date of broadcast. All India Radio will give its approval within seven days of the receipt of the copy and material with or without amendment which shall be binding on the advertisers. The finally approved tape shall be supplied by the advertiser to All India Radio within five days of the receipt of the amendments suggested by All India Radio.
5. In the event of the Advertiser not supplying within the time specified in clause 4 hereof, the finally approved tape of the advertisement or the materials to be broadcast as aforesaid. All India Radio may broadcast any previous tape of programme which All India Radio may deem suitable and such broadcast shall be deemed for all purposes of the contract to be due performance on the part of All India Radio.
6. All India Radio will handle with reasonable care all tapes received from the advertiser but shall not be liable for any damage that may be caused to the tapes unless it is proved that the damage was caused maliciously. The tape will be the property of the advertiser and will be returned after the contract is fulfilled.
7. In the event of tapes being damaged. All India Radio will notify the advertiser so that the Advertiser can replace them at his cost.
8. If no broadcast takes place due to the tape being damaged or for any technical or operational reason. All India Radio will incur no liability there for but will provide alternative time for the broadcasting of such advertising material after prior intimation to the advertiser where-ever possible. In such case, the rates applicable to such substituted times shall only be payable.
9. Casual displacement or omission of the material in any broadcast shall not affect the validity of the broadcast and such broadcast shall be treated as a proper broadcast for the purpose of the contract.
10. No claim shall be made by or on behalf of the Advertiser in respect of any error or omission in any broadcast made hereunder, but if the attention of All India Radio is called to such error or omission, it shall, if required, make a correction at the earliest time suitable to All India Radio.
11. In the case of a relay by All India Radio by land lines or any other means All India Radio shall not be in any way responsible in respect of the quality of such relay or for any delay involved therein or thereby.
12. Normally All India Radio will broadcast in accordance with the time schedule provided in the contract. All India Radio, however, shall be entitled to alter the time stipulated for the broadcast and at its absolute discretion to substitute another or other times without incurring any liability for such substitution. In such an event the rate applicable to such substituted times shall only be charged to the Advertiser.
13. Without in any way affecting the right of All India Radio under conditions 12, whenever All India Radio considers it necessary to broadcast any matter of national or immediate importance, or of public interest, the time or times specified in this contract may for that purpose be altered and transferred. In such an event, the rates for substituted times shall be as provided in clause 12. Whenever possible, All India Radio will inform the Advertiser of such changes.
14. In the event of the number of commercial broadcasts or sessions or time used under this contract being reduced by All India Radio from the full number provided for herein the Advertiser shall pay All India Radio only for all advertising done at the rates which apply to the actual number of broadcast made or sessions or time used.
15. All India Radio shall not be liable in any way for failure and for delay of discrepancy as regards the time of broadcast of any commercials occasioned by accident breakdown of apparatus or machinery failure of electrical other power, strike, fire, order of Court, failure to appeal on the part of any artists, inadvertent error on the part of announcer, presentation officer or technical officer or for any other cause beyond the control of All India Radio.
16. A certificate by the Director General or other authorised officer of All India Radio that the advertisement specified in this contract has been broadcast on the days and dates at the time therein set out or in accordance with the terms and conditions shall be *prima facie* evidence that the advertisement has been broadcast.
17. All India Radio shall submit monthly bills and the advertiser shall pay all the bills promptly in accordance with the terms stated herein and in any case, not later than fifteen days before broadcast is due to commence. In case where the advertiser operates through an accredited agency bills will be sent to the agency concerned after the month of broadcast payable within 45 days from the first of the month following the date of broadcast. Where the operation is through a non-accredited agency, the bills will be issued to the agency concerned and the payment shall be made of all the bills promptly on receipt of the bills in any case, not later than fifteen days before the broadcast is due to commence. All payments should be made by Demand Draft on a Bank in favour of "PB (BCI), CSU, AIR, Mumbai" / or in favour of "PB (BCI), CBS, AIR, .....(name of the city where CBS concerned is located). The Agency shall be responsible for the payment of advertising and related bills severally as well as jointly with the advertiser.
18. (a) In the event of any Accredited Agency making default in payment of any amount due by it under this contract. All India Radio may by notice in writing delivered to the Accredited Agency at its last known address change terms of payment either by reducing the number of days to be allowed after broadcast for payment or by requiring cash in advance in respect of all broadcast which are to be made after the date of such notice. If the Accredited Agency fails to make payment of monthly bills by the due date on more than three occasions in a year or within 45 days after the prescribed credit period, it shall automatically lose its accreditation. All India Radio shall be entitled to charge interest at the rate of 14.5% per annum on all amounts due to it which are not paid within stipulated credit period. The interest shall be charged from the day following the due date of payments and computed on monthly basis:  
Provided further if any Agency fails to remit advertising charges and other related payments called from the Advertiser to All India Radio before due date of payment or withhold such amounts for unreasonably long period, its Agency status will be liable to be withdrawn.
- (b) If the Advertiser/non-accredited agency fails to make advance payment as herein above provided, All India Radio shall be entitled to stop all further broadcast without in any way becoming liable to the Advertiser/Non-accredited agency and without prejudice to all the other rights and remedies hereunder of All India Radio.
- (c) The Advertiser/Agency shall abide by the "Code for Commercial Advertisement" on Akashvani and other related rules prescribed by All India Radio (Prasar Bharati)/Government of India as amended from time to time.
19. In the event of war (whether declared or not), riot or civil commotion, fire explosion, strikes, lock out Government direction or any other reasons beyond the control of All India Radio, All India Radio shall be entitled at any time to restrict, curtail or suspend the broadcasting service provided in the contract and not withstanding anything, herein before contained determining the contract without prejudice to All India Radio's right to be paid by the Advertiser any money due and owing by the Advertiser to All India Radio at the time of such determination. In the event of such determination, the advertiser shall pay for the time consumed at the contract rate but neither party shall be liable for payment of any damage. In the event of suspension of broadcasting because of force majeure as aforesaid for a period exceeding seven days, the Advertiser shall be entitled to cancel the contract and shall only be liable for payment at the contract rate for the time consumed.
20. If the Advertiser fails or makes default in performing any of the terms and conditions of this contract or any other such contract or contracts for broadcast between the parties here to whether the suspensor is the same or not or if he is adjudged bankrupt or insolvent or if a receiver or liquidator is appointed of his estate, All India Radio may at its option terminate or suspend the contract any other such contract or contracts without incurring any liability to the Advertiser for such suspension or termination of this and such other contract or contracts and without releasing the Advertiser from payment of damages suffered by All India Radio by reason of the breach, failure of default on the part of the Advertiser in carrying out the terms and conditions of this contract and PROVIDED FURTHER that any such suspension shall not release the Advertiser from his obligation under the terms and conditions of the contract or any other such contract or contracts and FURTHER PROVIDED that such suspension or cancellations shall be without prejudice to all other rights and remedies of All India Radio under this contract or such other contracts between the parties hereto.
21. Subject as hereinafter provided All India Radio or the Advertiser may cancel this contract upon notice in writing to the other party as follows:  
(a) Not less than 45 clear days notice in respect of spot advertisement:  
(b) Not less than 60 clear days notice in respect of sponsored programmes/ sponsorship.  
Such termination, however, shall be without prejudice to all causes of action which shall have accrued to All India Radio and the Advertiser under and by virtue of this contract prior to the date of cancellation in respect of and in virtue of this contract and the loss and damages that may be suffered by All India Radio because of such cancellations.
22. This contract is personal to the Advertiser and shall not be assigned, sublet or used in any other way than in advertising the products and/or services mentioned in the contract except with the written consent of All India Radio.
23. All India Radio may on its absolute discretion agree to the transfer of this contract by the Advertiser to another approved Advertiser if the Advertiser has observed all the terms and conditions of the contract and paid all amount payable for the time consumed whether the credit period of 45 days has expired or not and the proposed transferee agrees to enter into a fresh contract with All India Radio for the remaining period of the contract and agree to discharge all liabilities, if any, pending of the Advertiser.
24. Each person who signs the offer on behalf of the advertiser or who purport so to do expressly represents and warrants that he has full and complete authority to bind the advertiser to the terms of the offer and All India Radio when it accept the offer does so relying upon this representation and warranty.
25. The Advertiser hereby agrees to indemnify All India Radio and keep it indemnified from and against all actions, Suits, claims and loss and/or damage arising out of or in consequence of anything broadcast on behalf of the advertiser provided however that the advertiser shall not be liable to indemnify All India Radio in respect of anything broadcast by All India Radio other than the copy submitted or expressly approved by or on "behalf of the Advertiser".
26. All India Radio shall give discount to the Advertiser whatever due on the total business placed by them in financial year (from April to March) from one or more stations as per the Rate Card published by All India Radio, credited to the account of the Advertiser/Advertising Agency and adjusted against future bookings subject to the clearance of all outstanding dues/payments, if any, by the Advertiser/Agency.
27. All India Radio shall not be responsible for any third party's claim and the Advertising Agency placing the order/advertisement on behalf of the advertiser shall be solely and fully responsible for such claims made by any third party in any court of law.