

GENERAL TERMS AND CONDITIONS
(Effective from November 2024)

Interpretation

1. (1) Definitions: in these General Terms and Conditions, the following expressions shall have the following meanings unless the context otherwise requires:
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| "this Agreement" | The letter agreement to which these Conditions are attached, these Conditions and the Ratecard. |
| "Annual Single Service Fee" | The annual fee payable to RAJAR for the RAJAR Service pursuant to the Ratecard. |
| "the BBC" | The British Broadcasting Corporation. |
| "Change of Control" | In relation to the Subscriber, either: <ul style="list-style-type: none"> i) A change in the power to direct, directly or indirectly, the management and policies of the Radio Service of the Subscriber (whether through the ownership of voting shares, by contract or otherwise); ii) The sale of all or part of the assets and liabilities of the Radio Service of the Subscriber, including the Licence; or iii) The acquisition of the Licence by, or the transfer or assignment of the Licence to, a third party. |
| "Conditions" | These General Terms and Conditions. |
| "the Contractors" | The person or persons for the time being appointed by RAJAR as its research contractor(s) for the RAJAR Service. |
| "Contract Year" | A period commencing on the first day of January in any calendar year and ending immediately before the first day of January in the following calendar year. |
| "Licence" | Any licence or authorisation that may be required from Ofcom (or any successor to that body) to provide the Radio Service. |
| "Ofcom" | The Office of Communications. |

"Optional Items"	Information in any form and any other goods and services available to the Subscriber pursuant to the Research Contracts including extra analyses but not including the reports made available for no additional payment pursuant to the Ratecard.
"the Radiocentre"	Radiocentre Limited
"Radio Service"	The sound service(s) pursuant to a licence issued by Ofcom of the Subscriber in relation to which the RAJAR Service is to be provided pursuant to this Agreement.
"RAJAR"	Radio Joint Audience Research Limited.
"RAJAR Data"	All information about or relating to radio audiences collected or produced by the Contractors pursuant to the Research Contracts.
"the RAJAR Methodology"	The methodology agreed between RAJAR and its Contractors for the provision of the RAJAR Service.
"the RAJAR Service"	The radio audience measurement service provided or to be provided by RAJAR consisting of estimates of audience size and composition for radio listening within the United Kingdom.
"the Ratecard"	The ratecard for the RAJAR Service as published from time to time by RAJAR with the approval of the Radiocentre, subject to the notes set out in the Schedule to these Conditions which, for the purposes of these Conditions, shall be treated as part of the ratecard.
"the Research"	The work carried out by the Contractors pursuant to the Research Contracts.
"Research Contracts"	The Agreement(s) with the Contractors whereby the Contractors are appointed as RAJAR's research contractors for the RAJAR Service on the terms therein set out (and for the avoidance of doubt excluding any contract for services of an experimental or otherwise preliminary nature).
"the Subscriber"	A person to whom the RAJAR Service is, or is to be, provided pursuant to this Agreement.

“the Subscriber’s Group”	The Subscriber and any of the following: any subsidiary of the Subscriber, any holding company of the Subscriber, and any other subsidiary of that holding company or any other subscriber under common control with the Subscriber (“holding company” and “subsidiary” having the meaning given in section 1159 of the Companies Act 2006 and “control” meaning the legal power to direct or cause the direction of the general management of the relevant entity).
“the Term”	The period specified in the letter agreement to which these Conditions are attached as the period during which this Agreement is effective.
"United Kingdom"	The United Kingdom of Great Britain and Northern Ireland together with the Isle of Man and the Channel Islands.

- (2) References in these Conditions to conditions and paragraphs are, unless the context otherwise requires, references to conditions and paragraphs of these Conditions.
- (3) References in this Agreement to any statute, statutory provision or statutory body include, unless the context otherwise requires, references to that statute or provision as from time to time amended, extended or re-enacted and to that statutory body’s successor.
- (4) Headings in these Conditions are for convenience only and are not intended to affect the interpretation.
- (5) The masculine includes the feminine and the neuter, and the singular includes the plural and vice versa.
- (6) Where a word or expression is described as including a particular item or items, use of the word “including” shall not limit the generality of the foregoing word or expression.

The RAJAR Service

2. (1) Provision of the RAJAR Service: subject to the Contractors observing and performing their obligations under the Research Contracts, RAJAR shall procure the provision to the Subscriber of the RAJAR Service in the manner and to the extent provided in the Research Contracts and in accordance with the notes set out in the Schedule to these Conditions.
- (2) Management of Research Contracts: RAJAR shall use its best endeavours to ensure that the Contractors observe and perform the terms and conditions of the Research Contracts subject to:

- (a) such variations as RAJAR and the Contractors may from time to time agree; and
- (b) RAJAR's right to terminate any of the Research Contracts in the circumstances therein specified; provided that if any of the Research Contracts is so terminated by RAJAR without being replaced and the RAJAR Service stops, RAJAR shall as soon as reasonably practicable give notice in writing to the Subscriber and when the RAJAR Service stops the Subscriber shall cease to be liable for any further payments hereunder in respect of the period after the stopping of the RAJAR Service.

(3) Exclusion of Liability:

- (a) RAJAR does not warrant the accuracy of the RAJAR Data and, subject to Condition 2(1) and (2), RAJAR accepts no liability whatsoever to the Subscriber in relation to the RAJAR Data or the RAJAR Service whether in contract, tort or otherwise including liability for any errors, defects or omissions in the RAJAR Data, delays in the delivery of the RAJAR Data or any breakdown or cessation of the RAJAR Service or the supply of the RAJAR Data by the Contractor howsoever caused.
- (b) Without prejudice to paragraph (a) of this sub-clause, the Subscriber hereby acknowledges that the RAJAR Data (in whatever form) is the result of statistical sampling and survey procedures which are designed to produce estimates of radio audiences within the limits of normal statistical error.
- (c) In no circumstances shall RAJAR be liable to the Subscriber in contract, tort or otherwise for loss (whether direct or indirect) of profits, goodwill, business (including advertising revenue) or anticipated savings or for any indirect or consequential loss whatsoever (including any such loss suffered by any other person in circumstances where that person is entitled to recover the same from the Subscriber) provided that this Condition 2(3)(c) shall not apply to any loss of profits, advertising revenue or anticipated savings which was incurred in relation to a contract where it was reasonably foreseeable that the RAJAR Data would be used as the basis for determining the amount payable under that contract, the RAJAR Data was so used and the loss arose from the RAJAR Data being so used.
- (d) RAJAR's liability to the Subscriber in contract, tort or otherwise arising under or in connection with this Agreement for any incident or series of related incidents (including any liability of the kind described in the proviso to Condition 2(3)(c)) shall be limited to an amount equal to half the amounts payable by the Subscriber under Condition 3(1) (other than for Optional Items) in respect of the Contract Year in which the incident (or the first of the series) occurred in relation to the Radio Service to which the incident (or the series) relates.

- (e) Neither party shall be treated as being in breach of this Agreement or otherwise liable to the other for any delay in performance or other non-performance of any of its obligations under this Agreement (other than any obligation to pay any moneys as they fall due) to the extent that the delay or non-performance is due to the happening of any of the following events of which it has notified the other party (and the time for performance of that obligation shall be extended accordingly) namely any act of God, fire, flood, lightning, explosion, war, civil disorder, national emergency, act of Government or any regulatory authority, strike, lockout or other industrial dispute or any other cause outside its reasonable control.
 - (f) Each provision of this Condition 2(3) is to be construed as a separate exclusion or limitation applying and surviving even if for any reason one or other of such provisions is held to be inapplicable or unreasonable in any circumstances and shall remain in force notwithstanding termination of this Agreement.
 - (g) RAJAR does not hereby exclude or restrict liability either for death or personal injury resulting from its own negligence or for fraud.
 - (h) References in this Condition 2(3) to tort include negligence and breach of statutory duty.
- (4) The Subscriber warrants that it is the sole owner and user of the station name in relation to which the RAJAR Service is to be provided under this Agreement. If this is not the case, the Subscriber shall inform RAJAR in writing.
 - (5) Consequences of ceasing to broadcast: if the Subscriber ceases to provide a Radio Service for reception in any area in the United Kingdom, it shall, without prejudice to its obligations under this Agreement, not be entitled to the RAJAR Service with respect to audiences to any successor service provided by another person in that area after the cessation.

Payment

- 3. (1) Obligation to Pay: The Subscriber shall in respect of each Contract Year and each of the Radio Services pay to RAJAR the amounts from time to time described in the Ratecard together with the amounts due in respect of any Optional Items ordered by it.
- (2) Payment: unless otherwise stipulated in the Ratecard, the amounts payable by the Subscriber (otherwise than for Optional Items) in each Contract Year shall be payable by Direct Debit. RAJAR may undertake a credit check before determining whether fees are collected in 12 equal consecutive monthly instalments or 4 equal quarterly instalments, the first to be paid on such date as RAJAR may from time to time specify but not earlier than 1 November immediately preceding that Contract Year.
- (3) Rebating of any surplus: RAJAR shall not be obliged to allow any rebate on the amounts payable by the Subscriber and the amount and manner of payment of

any rebate shall be a matter for RAJAR in its absolute discretion but it is hereby declared that it is RAJAR's intention to allow rebates when circumstances permit.

- (4) Payment during notice periods: for the avoidance of doubt and without prejudice to the generality of Condition 7(8), the Subscriber's obligation to pay under this Condition 3 shall continue unless and until (a) notice is given by either party terminating this Agreement under Condition 7 and (b) the relevant time period specified in Condition 7 has expired.

Late payment

4. (1) The Subscriber acknowledges that a late payment shall arise if the Subscriber has not paid any amount due within four weeks of the date of the invoice or any other agreed payment term as specified in the individual contract.
- (2) Where a late payment arises, RAJAR may (without prejudice to any other action that it may be entitled to take or other rights it may have under this Agreement or otherwise including without limitation the right to charge interest for non-payment pursuant to Condition 7(1)(d)), impose a late payment charge of 5% of the value of the amount due.
- (3) RAJAR shall be entitled to use a debt collection agency in cases of late payment.

Use of RAJAR Data

5. (1) Ownership: the copyright, database rights and all other intellectual property rights in RAJAR Data are reserved to RAJAR subject to such rights therein as are granted to the Subscriber pursuant to this Agreement and which rights are so granted by way of non-exclusive licence. The Subscriber acknowledges that RAJAR owns the RAJAR Data and that RAJAR may make the RAJAR Data available to third parties including but not limited to making the RAJAR Data available on RAJAR's website to all subscribers to the RAJAR Service.
- (2) Codes of Practice: The Subscriber shall comply with the rules included in any relevant Codes of Practice issued from time to time by RAJAR (covering such matters as operating procedures and the use and publication of RAJAR Data) including in particular the RAJAR Publication Code as issued from time to time.
- (3) Use by the Subscriber: The Subscriber may use RAJAR Data supplied to it by RAJAR or the Contractors for its own internal purposes in providing the Radio Services and for the purposes of publicising the Radio Services and promoting sales of its airtime and sponsorship opportunities but not, in any event, for the purposes of any other activity carried on by the Subscriber or for resale. Disclosure in confidence of RAJAR Data to potential purchasers of the Subscriber or its business or to Ofcom shall not be a breach of this Condition.
- (4) No unauthorised disclosures: The Subscriber shall not disclose RAJAR Data to any person except as follows:
- (a) pursuant to paragraph (1), (2) and (3) above;

- (b) with the consent in writing of RAJAR; or
 - (c) to the extent that RAJAR Data is:
 - (i) in the public domain;
 - (ii) lawfully and without default on the part of the Subscriber already in the possession of or available to the person to whom the disclosure is made; or
 - (iii) required by any court of competent jurisdiction, Ofcom, any recognised stock exchange or any Government agency to be disclosed by the Subscriber.
- (5) "Disclosure" for the purposes of this Condition includes supplying, lending, allowing access to or otherwise making available to any person anything in which information of any description is stored or recorded or any facility (including the subscribers' only functions on RAJAR's website) in which information of any description is stored or recorded.
- (6) Bringing RAJAR, the RAJAR Service, the RAJAR Data, or the RAJAR Methodology into disrepute: The Subscriber shall not do anything that could bring RAJAR, the RAJAR Service, the RAJAR Data, or the RAJAR Methodology into disrepute or damage the reputation of RAJAR, the RAJAR Service, the RAJAR Data, or the RAJAR Methodology.

Survey Areas & Field materials

6. (1) Total Survey Areas (TSAs) will be defined in terms of contiguous postcode districts (except for digital networks). The Subscriber shall consult with RAJAR which will determine the TSA(s) of the service(s) to be researched.
- (2) The TSA(s) shall apply for not less than two years thereafter unless the Subscriber satisfies RAJAR that reception of its service either:
- (a) has been materially altered by changes in transmission or other delivery arrangements; or
 - (b) in the case of a new or recently launched service, is different from what was known to or assumed by RAJAR when the TSA was determined under paragraph (1) (but the Subscriber shall not be entitled to invoke this subparagraph (b) more than once).
- (3) The Subscriber may, by notice in writing to RAJAR, elect for the national TSA in addition to any local TSA. Upon receipt of such notice, RAJAR shall implement the Subscriber's election as soon as reasonably practicable.

- (4) RAJAR may decline to include areas in the Subscriber's TSA if it appears to RAJAR that such areas are being claimed unreasonably by the Subscriber having regard to the coverage area of the current transmitter or other delivery arrangements.
- (5) Any changes to the Subscriber's TSA(s) after the two year period described in sub-condition (1) or as a result of changes in transmission or other delivery arrangements shall apply for the period of two years thereafter unless the Subscriber satisfies RAJAR that reception of its service has been materially altered (or further altered) by changes in such arrangements.
- (6) RAJAR reserves the right to amend any TSA in exceptional circumstances not covered by paragraphs (1) to (5) above but shall consult the Subscriber before doing so.
- (7) The Subscriber may not amalgamate the TSA of the Radio Service with the TSA of any one or more other radio services provided by the Subscriber and reported by RAJAR unless all such services have a wholly simulcast output and RAJAR consents to such amalgamation.
- (8) RAJAR reserves the right to amend the name of the Radio Service entered in the survey field materials to ensure that the name used in both the survey field materials and that used in the radio service broadcast on-air (or by any other means of distribution) is consistent. RAJAR will consult the Subscriber before doing so.

Default and Termination

7. (1) Remedies (other than termination) for non-payment: if the Subscriber fails to pay any amount payable to RAJAR pursuant to this Agreement when due, RAJAR may (without prejudice to any other action that it may be entitled to take or other rights it may have under this Agreement or otherwise including without limitation the right to impose a late payment charge pursuant to Condition 4(2)):
 - (a) withhold or procure the withholding by the Contractors of any RAJAR Data or any other goods or services to be provided hereunder until the amount payable in respect of it has been paid;
 - (b) require immediate payment in advance of up to one year's charges hereunder (or RAJAR's estimate of such charges); or
 - (c) remove the Radio Services from any survey;and, in any event,
 - (d) charge interest on the amount which the Subscriber has failed to pay at an annual rate of 4% above RAJAR's principal bankers' normal base rate from time to time for the period from when the same was due until payment; and

- (e) use a debt collection agency.
- (2) Remedies for non-payment by any other member of the Subscriber's Group: if any other member of the Subscriber's Group has failed to pay any amount due to RAJAR, RAJAR may (without prejudice to any other action that it may be entitled to take or other rights it may have under any other agreement or otherwise) withhold or procure the withholding by the Contractors of any RAJAR Data and any other goods or services to be provided to the Subscriber under this Agreement until the amount payable by any other member of the Subscriber's Group has been paid.
- (3) Remedies for disclosure etc. of RAJAR Data in breach of RAJAR Codes of Practice: if in relation to any survey the Subscriber discloses RAJAR Data, or makes any public statement relating to RAJAR Data, in breach of this Agreement or any RAJAR Code of Practice as issued from time to time, RAJAR may (without prejudice to any other action that it may be entitled to take or other rights it may have under this Agreement or otherwise including without limitation the right to terminate this Agreement forthwith pursuant to Condition 7(5)(b)), for such a period as may be necessary to protect RAJAR and the RAJAR Data against similar breaches after the time when RAJAR Data would otherwise have been made available, withhold or procure the withholding by the Contractors of RAJAR Data (including any Optional Items or other reports containing or relating to that RAJAR Data) in respect of surveys carried out by any of the Contractors pursuant to the Research Contracts unless or until RAJAR is satisfied that no risk of a further breach by the Subscriber arises.
- (4) Remedies for bringing RAJAR, the RAJAR Service, the RAJAR Data, or the RAJAR Methodology into disrepute: if RAJAR reasonably considers that the Subscriber has done anything that has or may bring RAJAR, the RAJAR Service, the RAJAR Data, or the RAJAR Methodology into disrepute, RAJAR may (without prejudice to any other action that it may be entitled to take or other rights it may have under this Agreement or otherwise):
 - (a) withhold or procure the withholding by the Contractors of any RAJAR Data and any other goods or services to be provided hereunder: or
 - (b) terminate this Agreement forthwith.
- (5) Termination for default, etc.: in addition to (and not in substitution for) any other right or remedy RAJAR may at any time by giving the Subscriber notice in writing to that effect forthwith terminate this Agreement
 - (a) If the Subscriber shall commit any breach of any of the terms of this Agreement and fail or omit to remedy the same (if capable of remedy) within 14 days after RAJAR shall have served upon the Subscriber a notice in writing specifying the breach and requiring the same to be remedied;
 - (b) If the Subscriber shall commit any breach of any of the terms of this Agreement which is incapable of being remedied;

- (c) If the Subscriber shall have a receiver (including an administrative receiver) or manager appointed of the whole or any part of its assets, if any order shall be made or a resolution passed for its winding up (except for the purposes of amalgamation or reconstruction), if it shall enter any composition or arrangement with its creditors or if it ceases or threatens to cease to carry on business; or
 - (d) If the Subscriber ceases to hold a Licence or, where no Licence is required to provide the Radio Services, ceases to provide the Radio Services but no such notice shall be given until RAJAR has by notice in writing to the Subscriber invited the Subscriber to consult with it as to its future and the Subscriber has had a reasonable opportunity (not exceeding three months after the date of such notice) to do so.
- (6) Termination by the Subscriber: if any Licence required by the Subscriber in respect of any Radio Service is due to expire before the end of the Term otherwise than by virtue of section 110 of the Broadcasting Act 1990 and a further Licence to provide that service is not granted to the Subscriber by Ofcom, the Subscriber may not less than six months before the End Date (as defined below) give notice in writing to RAJAR to terminate this Agreement with respect to that Radio Service. If such a notice is given:
- (a) the Subscriber shall cease to be entitled to the RAJAR Service with respect to audiences to that Radio Service after the End Date or (as the case may be) to the results of any survey carried out by the Contractors during a Relevant Survey Quarter (as defined below) or thereafter or to any other information in respect of audiences after the date on which the Licence expires; and
 - (b) the Subscriber shall cease to be liable for any payments falling due pursuant to Condition 3(2) with respect to that Radio Service on or after the first day of the second month before the End Date.

The “End Date” for this purpose is either the date on which the Subscriber’s Licence is due to expire or, if earlier, the date on which a Relevant Survey Quarter begins. A “Relevant Survey Quarter” for this purpose is a survey quarter during which the relevant Contractor is due to carry out a survey pursuant to one of the Research Contracts with respect to the Radio Service, the results of which are due to be made available to the Subscriber less than two months before the Subscriber’s Licence is due to expire.

Written notice must be sent to subs@rajar.co.uk.

- (7) Termination by either party: subject to earlier termination in accordance with this Condition 7, the Term shall continue unless or until terminated by not less than twelve (12) months’ written notice given by either party to the other.

Written notice must be sent to subs@rajar.co.uk.

- (8) Consequences of termination: termination of this Agreement under this Condition shall not prejudice any claim arising prior to the termination, subject always to Condition 2(3).

Assignments

8. Assignments prohibited except to successor service providers: The Subscriber shall not assign or otherwise transfer the whole or any part of this Agreement to any person without the prior consent in writing of RAJAR. Such consent may not be unreasonably withheld in the case of an assignment of the benefit of the entire Agreement to a service provider providing the Radio Service in the place of the Subscriber on the same frequency or other delivery platform and for reception in the same area as that of the Subscriber. For the avoidance of doubt, RAJAR may withhold its consent until the conditions precedent set out in Condition 9(2) have been fulfilled or waived in writing.

Change of Control

9. (1) The Subscriber shall notify RAJAR at least 30 days prior to any Change of Control. Notification must be in writing to subs@rajar.co.uk.
- (2) RAJAR shall be entitled to exercise any of the following rights on or following a Change of Control:
- (a) to require the Subscriber to pay all amounts due to RAJAR under this Agreement prior to the Change of Control;
 - (b) to require the Subscriber to pay a deposit of between three months and twelve months of RAJAR's Annual Single Service Fee for that Radio Service (such amount to be determined at RAJAR's sole and absolute discretion); and/or
 - (c) to require the Subscriber to provide a parent company guarantee substantially in the form to be provided by RAJAR to cover the payment of RAJAR's fees for a period to be determined at RAJAR's sole and absolute discretion;
- as conditions precedent to RAJAR providing the RAJAR Data and any other goods or services in relation to that Radio Service following the Change of Control.
- (3) RAJAR shall be entitled to suspend the RAJAR Service until such time as the conditions precedent required by RAJAR pursuant to Condition 9(2) have been fulfilled or waived in writing.
- (4) RAJAR shall be entitled to terminate this Agreement if the conditions precedent required by RAJAR pursuant to Condition 9(2) have not been fulfilled within 30 days following the Change of Control.

New stations subscribing to the RAJAR Service

10. (1) New stations wishing to subscribe to the RAJAR Service shall provide RAJAR with a credit check report conducted within the previous two months by a reputable credit check company. RAJAR may request further credit checks on a regular basis (but not more frequently than once every six months) or on a Change of Control. RAJAR shall be entitled to determine (in its sole and absolute discretion) whether or not the credit check is satisfactory.
- (2) If RAJAR considers (in its sole and absolute discretion) that the credit check is not satisfactory, RAJAR shall be entitled to demand that the new station shall:
 - (a) pay a deposit of between three months and twelve months of RAJAR's Annual Single Service Fee for that Radio Service (such amount to be determined at RAJAR's sole and absolute discretion); or
 - (b) provide a parent company guarantee substantially in the form to be provided by RAJAR to cover the payment of RAJAR's fees for a period to be determined at RAJAR's sole and absolute discretion.
- (3) If RAJAR considers that the credit check is satisfactory, fees shall begin from two calendar months prior to the start of the new station's first reporting period. Where the reporting periods for the new station amount to less than 12 months in the year, the number of instalments shall be reduced pro rata.

Stations changing name

11. (1) Where a new station begins operating on the frequency of a previous station because of a re-branding or a change of ownership, the new station must inform RAJAR as early as possible so that the name change on air can be reflected in reporting and fieldwork materials. Written notification must be sent to subs@rajar.co.uk.
- (2) For reporting and fieldwork purposes references to the name of the new station will followed by the name of the previous station in brackets (Station X (formerly Station Y)).
- (3) The Subscriber consents irrevocably to the use of its name as provided for in this Condition 11, Stations changing name.

Severability

12. Severability: should any provision of this Agreement be held to be invalid or unenforceable, such provision shall (without prejudice to the remaining provisions) have no effect but the parties shall use all reasonable endeavours to replace the invalid or unenforceable provision by a valid provision, the effect of which shall be the closest possible to the intended effect of the invalid or unenforceable provision.

Notices

13. Without prejudice to the right to serve any notice in any other manner, any notice pursuant to this Agreement may be sent by post to the address of the party or by fax to its fax number or such other address or number as may from time to time be notified to RAJAR for that purpose and, if so sent, shall be deemed to have been given:

- (a) in the case of a letter sent by pre-paid first class post, two business days after posting; and
- (b) in the case of a fax, on the day of transmission or (if transmitted otherwise than on a business day or after 1730 GMT) on the next following business day;

and "business day" for this purpose means any day other than Saturdays, Sundays and public holidays in England and Wales.

Law and jurisdiction

14. (1) Governing law: this Agreement 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) shall be governed by and construed in accordance with the law of England and Wales.
- (2) Jurisdiction: each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

VAT

15. All amounts payable under this Agreement are exclusive of VAT.

Waiver

16. With respect to any right, power or remedy in connection with this Agreement or at law (each a "Right"), any waiver of that Right shall be effective only if it is in writing (and no failure or delay in exercising a Right, or course of conduct or acquiescence, shall constitute a waiver) and no waiver shall operate as a waiver of any preceding, subsequent or continuing breach, or otherwise prevent that party from subsequently relying upon the Right or provision waived.

THE SCHEDULE

Notes to the Ratecard

1. Introduction - Qualifying services and charges;

The Commercial Radio RAJAR Subscriber fees as stated in the published ratecard relate to the total cost of providing the service in any one year distributed across the number of subscribing services and the size of population measured. The charges are set annually and may be adjusted to incorporate inflationary changes or additional costs deemed necessary to ensure the provision of the service if approved by Radiocentre Limited.

All OFCOM licenced services can apply to join the survey subject to the minimum population size able to be sampled and the RAJAR terms and conditions. The published ratecard is applicable to OFCOM licenced Commercial Radio services, however, RAJAR reserves the right to quote a non-published rate if the TSA of a station is significantly under-represented by existing sample points against which resemble economies of scale cannot be delivered. Alternatively, if a station exceeds the London TSA population size but is less than the National sample, RAJAR will quote separately for this.

Community Stations: OFCOM Licenced Community Services can apply to be surveyed however due to their specific sampling requirements, the stations must take the TSA of a Commercial station already being measured by RAJAR and continue to mirror this on an ongoing basis to qualify for the listed rates.

Niche Audience Stations. From time-to-time services are launched that are aimed at highly targeted subsets of the population or interest groups which may be difficult to represent within the general sampling method of the survey. If the specificity of the service and its target audience is deemed to present a measurement challenge (e.g. where the specific audience is considered unlikely to be recruited into the sample in sufficient quantities to provide reliable data) RAJAR reserves the right to decline an application to join the survey. In circumstances where there is reasonable doubt about RAJAR's methodology capturing consistent and robust samples of a niche station's audience, RAJAR may (subject to available capacity) conduct a 'not for publication' or trial period of station entry to gauge the sample representation. Any data collected and shared under these conditions will only relate to the service in question and cannot be used for any purpose other than assisting RAJAR in deciding on the station's entry to the survey. An administration fee may be charged subject to the specific circumstances.

2. The Ratecard (please read note (1) introduction above)

2.1. The Analogue service (plus Digital) basic fee structure (please see website for current ratecard)

The fee charged for the measurement of a particular service is set by the size of the adult (15+) population in the Total Survey Area (TSA) for that service. The TSA population determines the sample size on which the service's audience will be measured and the period over which samples will be built up. All services will be reported quarterly, but

reporting samples will be built up on either a quarterly, six monthly or twelve-monthly basis, as follows:

Population aged 15+ (000s)	Based on
>12,000	Quarter
8,000 – 11,999	Quarter
6000 – 7,999	Quarter
4,000 – 5,999	Quarter
1,750 – 3,999	6 Months
1,000 – 1,749	6 Months
500 – 999	6 Months
300 – 499	12 Months
< 300	12 Months
Opt outs	12 Months

Opt outs

An ‘opt out’ is a station which TSA is defined within a host station, with the majority of its output originating from the host station and relayed by the opt-out, and only a small proportion of programming (no more than six hours per day) originating from the opt-out.

Audience results for ‘opt outs’ are combined with those for the host station and are not published separately. Therefore ‘opt out’ services cannot be reported or traded upon on their own.

Audience results for ‘opt outs’ cannot be added to a group without the host station, but can contribute to syndicated programme results separately from the host station if the host station does not carry the syndicated programme.

Publication of station results

Reporting information requirement and Publication of results

Except for ‘opt outs’, any station joining the survey must report individually. The station has an obligation to provide the station name and reporting requirements to IPSOS in advance of the commencement of the survey period (see RAJAR web site for details) and ensure thereafter all information is updated via Ipsos (the reporting portal)

The station must provide Ipsos with direct access to the station URL to allow their infrastructure to capture the output. Providing the URL will enable Ipsos to audio match the station output for passive measurement. The technical requirements can be found here: <https://www.rajar.co.uk/docs/ism-web-stream-recording-requirements-290923-160818.pdf> If this is changed at any time, IPSOS must be notified immediately to avoid disruption to the measurement. Any amendment not communicated will result in the loss of passive measurement.

Results will be published when sufficient sample (as determined by the reporting specification) has been accumulated and will only cease to be published when the station decides to leave the survey.

Special options for stations with low reach – the 4% rule

A station with a reach of 4% or lower in its own TSA, may choose to report on a longer period, as follows:

1. Where a station in its home TSA would normally report on the basis of the latest quarter, a station with a reach of 4% or less may opt to report on the basis of the latest six months' data.
2. Similarly, where the home TSA population would normally generate a report based on a minimum survey period of six months, a station with a reach of 4% or less may choose to report on the latest 12-month period.

A station which then chooses to report on an extended minimum survey period will be required to maintain their changed reporting status for at least four consecutive reporting periods. This limitation is necessary to avoid confusion amongst data users.

2.2 Digital Only fee structure and sample (please see website for current ratecard)

The fee structure and reporting requirement for digital stations are based on the following bands:

Population aged 15+ (000s)	Based on
UK	Quarter
>12,000	6 Months
8,000 – 11,999	6 Months
6000 – 7,999	6 Months
4,000 – 5,999	6 Months
1,750 – 3,999	12 Months
1,000 – 1,749	12 Months
500 – 999	12 Months

2.3. The effect of redefining the Total Survey Area (TSA) population

Each service's fee, sample size and basis for reporting is set by its TSA adult (15+) population size. If a service moves from one band to another because of a requested TSA change its fee, sample and the basis for reporting (on latest quarter, latest 6 months etc.) will change accordingly.

2.4. Population updates

Each year, populations for all TSAs are updated in accordance with projections from the Census.

Stations are categorised according to their TSA adult (15+) population size at the point of entry to the survey or their most recent TSA adjustment (i.e. whatever the last point at which they agreed their TSA size). Unless they themselves instigate a TSA change, even if they have been moved to a higher band by a population update, they remain as that category of station until the end of the contract, or until their net population growth

exceeds the threshold for their stipulated category by at least the average Postcode District size for their TSA.

A new service entering the survey must abide by the standard rate card categories and cannot adopt a TSA size larger than the category threshold unless there are serious extenuating circumstances.

2.5. Boost samples

A station which requires a sample which is larger than that provided by the standard reporting period for its Ratecard band may commission and pay for a boost sample to be arranged with the Contractors.

2.6. Changes to Total Survey Areas

In order to provide continuity in a rolling sample environment, it is necessary to sample both the old and new areas when a station changes its TSA. For stations which report on a six-month basis, old and new areas will be sampled for three months: for stations reporting on a twelve month basis, old and new areas will be sampled for nine months. In each case, this will require some additional sampling points. These points will be charged on the same basis as given at 2.5 above.

3. Analysis and Reporting

3.1. Reporting overview

All services will be reported every quarter but based on the reporting periods described in 2.1 and 2.2 above. Four separate sets of reports will be supplied, as follows:

- 'Standard results'
- 'E-demogs'
- The 'Summary of Results' (formerly called 'Radio Audience Book')
- Access to the RAJAR website

In the sections which follow, details are given of the table formats and the ways in which these are incorporated into the various reports.

3.2. The 'Standard Results' format

Eleven tables of results are produced for each service. Stations may have their 'tables 0-10' presented on a service-by-service basis, combined, or both.

These tables are:

Table 0 Cumulative Weekly Audience Quarter on Quarter

Table 1 Commercial Radio station/service and all stations: cumulative weekly

audience, total and average hours; reach profile and market share; population profile (38 demographics).

Table 2	Share of listening by segments (20 demographics)
Table 3	Reach by segments (20 demographics)
Table 4	Audience by half hour, weekday average (20 demographics)
Table 5	Audience by half hour, Saturday (20 demographics)
Table 6	Audience by half hour, Sunday (20 demographics)
Table 7	Cumulative weekly audience by competitor services
Table 8	Share by segments by competitor services.
Table 9	Reach by segments by competitor services.
Table 10	Predicted cumulative audiences over 1 to 13 weeks (20 demographics).

'Standard Results' will be produced for each individual service unless specifically requested in an alternative form, subject to the acceptable minimum sample size. In the case of AM/FM station pairs which share the same survey area, separate tables will be provided for the stations individually and in combination - i.e. three variants of the tables for the same area. Data for grouped services will be produced, on request.

Standard Results for each Commercial Radio service included in the survey's diaries will be distributed electronically each quarter on data release. They will also be posted on the RAJAR website after embargo.

3.3. E-demogs reports (90 demographics, csv format)

Same tables as above but using a total of 90 demographics where applicable.

E-demogs reports for each Commercial Radio service included in the survey's diaries will be distributed electronically each quarter on data release.

3.4. The 'Summary of Results' (formerly called "Radio Audience Book")

The 'Summary of Results' shows the standard table 1 summary for:

- National TSA:
 - All Commercial Radio
 - All National Commercial Radio
 - All Local Commercial Radio
 - All BBC Radio

- All Radio
- RAJAR regions (11):
 - All Commercial Radio
 - All published Commercial stations and groups (on their own TSA)
 - BBC network services

The 'Summary of Results' will be produced every quarter and each participating service will be able to download a pdf copy on data release.

3.5. RAJAR website

Stations participating in the survey will be given access to the subscribers only section of the RAJAR website, which includes:

- access to the 'Standard Results' for all participating commercial services and BBC Network services
- maps for all participating services

4. Platform data

Platform data will be accessible through electronic planning systems and will not be published directly by RAJAR except at a generic level. Thus, the decision on whether to publish (or trade) data by platform will rest with individual stations who will be free to publish their own platform figures, and those of competitors.

There are 4 Platform status codes:

- AM/FM (i.e. analogue)
- DAB
- DTV
- Online/Apps

5. Special Analyses

A range of extra analyses will be available to services at rates to be agreed between RAJAR and the relevant research contractor. The extra analyses will range from additional sets of full tables/tables 1-8 on combinations of stations (groups) or on sub- areas of the service's main survey area to sample point analysis (for internal purposes only – strictly not for publication).

Services will also be able to purchase data in electronic form for their own use.

6. PC Based Planning Systems

Special combinations of services are made available on the radio planning systems and these are in addition to any combinations in published reports. A station which requires a special combination would be subject to a fee (to be determined by the Contractors) per group to cover either:

- the continuation and maintenance of an existing group or,
- specification of a new group or,
- revisions to the specification of an existing group.