



WELCOME TO CONCEPT MEDIA GROUP

Thank you for considering us or engaging us with your project. We strive to always deliver the best service we can.

It is important that you read this document in full.

When you make a payment to us, or instruct us to proceed on any work (which can be in written letter, email or social media or chat or productivity form for example), you confirm that you have read and agreed to these Terms and Conditions, which come into effect on the date the payment and / or instruction is received. Further, you acknowledge that these Terms and Conditions will govern our business relationship and create a contractual agreement between us.

Unless agreed by way of a separate signed Client Agreement, the term of this contractual agreement will run until completion of the agreed provision of products and / or services by us.

Concept Media Group, Concept TV, Concept Studios, Concept Production, Concept Live, Concept Digital and Concept Television Studios are all copyrighted trading names and trading styles of Concept Television Studios Limited.

If at any time you have a query, please do not hesitate to contact us on 0203 002 92 42, by email, or in writing to:

Concept Television Studios Limited
Unit 3b Durrance Farm Business Park,
Stewkley Road, Soulbury,
LU7 0UU.
U.K

TERMS AND CONDITIONS

1. INTERPRETATION

1.1 In these Conditions: "Client" means the person named in the Client Agreement for whom the Supplier has agreed to provide the Specified Service in accordance with these Terms and Conditions; "Contract" means the contract for the provision of the Specified Service; "Document" includes, in addition to a document in Writing, email, advertising copy, a map,



plan, design, drawing, picture or other image, or any other record of any information in any form;

“Client Agreement” means the document or series of documents to which these Terms and Conditions are appended; “Client Material” means any Documents or other materials, and any data or other information provided by the Client relating to the Specified Service; “Supplier Material” means any Documents or other materials, and any data or other information provided by the Supplier relating to the Specified Service; “Specified Service” means the provision of media buying services by the Supplier to the Client in the publications/media set out in the Client Agreement and in such other publications/media as may be agreed between the parties in Writing from time to time;

“Supplier” means Concept Television Studios Limited; “Supplier’s Charges” means the charges relating to the Specified Service as set out in the Client Agreement or otherwise notified to the Client from time to time; “Writing” and any similar expression includes facsimile transmission and comparable means of communication including electronic mail.

1.2 The headings in these Terms and Conditions are for convenience only and shall not affect their interpretation.

2. SUPPLY OF THE SPECIFIED SERVICE

2.1 The Supplier shall provide the Specified Service to the Client subject to these Terms and Conditions. Any changes or additions to the Specified Service or these Terms and Conditions must be agreed in Writing by the Supplier and the Client.

2.2 The Client shall at its own expense supply the Supplier with all necessary Client Material, Documents or other materials, and all necessary data or other information relating to the Specified Service, within sufficient time to enable the Supplier to provide the Specified Service in accordance with the Contract. The Client shall ensure the accuracy and compliance with all applicable laws and codes of conduct of all Client Material.

2.3 The Client shall at its own expense retain duplicate copies of all Client Material and insure against its accidental loss or damage. The Supplier shall have no liability for any such loss or



damage, however caused. All Supplier Material shall be at the sole risk of the Client from the time of delivery to or to the order of the Client.

2.4 The Specified Service shall be provided in accordance with the Client Agreement, subject to these Terms and Conditions.

2.5 The Supplier may correct any typographical or other errors or omissions in any brochure, promotional literature, quotation or other document of the Supplier relating to the provision of the Specified Service without any liability to the Client.

2.6 The Supplier may at any time without notifying the Client make any changes to the Specified Service which are necessary to comply with any applicable safety or other statutory requirements, or which do not materially affect the nature or quality of the Specified Service.

2.7 During the subsistence of the Contract the Client agrees that the Supplier will have the sole and exclusive right to provide the Specified Service to the Client.

3. CHARGES

3.1 Subject to any special terms agreed, the Client shall pay the Supplier's Charges and any additional sums which are agreed between the Supplier and the Client for the provision of the Specified Service or which, in the Supplier's sole discretion, are required as a result of the Client's instructions or lack of instructions, the inaccuracy of any Client Material or any other cause attributable to the Client.

3.2 The Supplier shall be entitled to vary the Supplier's Charges from time to time by giving not less than three months' written notice to the Client.

3.3 All charges quoted to the Client for the provision of the Specified Service are exclusive of any Value Added Tax, for which the Client shall be additionally liable at the applicable rate from time to time.

3.4 The Client shall pay to the Supplier the price for the Specified Service as shown in the Supplier's invoice and in accordance with any payment schedule specified by the Supplier. All payments shall be made in cleared funds to such bank account as the Supplier may specify. If so agreed between the Supplier and the Client, the Supplier shall be entitled to invoice the



Client either in advance of, or within one month of each occurrence of providing the Specified Service or at such other times as set by the supplier.

3.5 The Supplier's Charges and any additional sums payable shall be pre-paid by the Client (together with any applicable Value Added Tax, and without any set off or other deduction) within 7 days of the date of the Supplier's invoice.

3.6 If payment is not made on the due date, the Supplier shall be entitled, without limiting any other rights it may have, to charge interest on the outstanding amount (both before and after any judgment) at the rate of 8% above the base rate from time to time of Lloyds TSB Bank plc from the due date until the outstanding amount is paid in full.

4. RIGHTS IN CLIENT MATERIAL AND SUPPLIER MATERIAL

4.1 The property and any copyright or other intellectual property rights in:

4.1.1 any Client Material shall belong to the Client;

4.1.2 any Supplier Material shall, unless otherwise agreed in Writing between the Client and the Supplier, belong to the Supplier, subject only to the right of the Client to use the Supplier Material for the purposes of utilising the Specified Service.

4.2 Any Client Material or other information provided by the Client which is so designated by the Client and any Supplier Material shall be kept confidential by the Supplier, and all Supplier Material or other information provided by the Supplier which is so designated by the Supplier shall be kept confidential by the Client; but the foregoing shall not apply to any Documents or other materials, data or other information which are public knowledge at the time when they are so provided by either party, and shall cease to apply if at any future time they become public knowledge through no fault of the other party.

4.3 The Client warrants that any Client Material and its use by the Supplier for the purpose of providing the Specified Service complies in all respects with all relevant legislation and that it will not infringe the copyright or other rights of any third party, and the Client shall indemnify the Supplier against any liability, loss, damages, costs, expenses or other claims arising from any such lack of compliance or infringement.



4.4 Subject to paragraph 4.3, the Supplier warrants that any Supplier Material and its use by the Client for the purposes of utilising the Specified Service complies in all respects with all relevant legislation and that it will not infringe the copyright or other rights of any third party, and the Supplier shall indemnify the Client against any loss, damages, costs, expenses or other claims arising from any such lack of compliance or infringement.

4.5 The Client shall grant the Supplier use of Client Material without charge for the purpose of providing the specified service and to allow the Supplier to demonstrate the suppliers products and services.

5. WARRANTIES AND LIABILITY

5.1 The Supplier warrants to the Client that the Specified Service will be provided using reasonable care and skill and, as far as reasonably possible, in accordance with the Client Agreement and at the intervals and within the times referred to in the Client Agreement. Where the Supplier supplies in connection with the provision of the Specified Service any goods (including Supplier Material) supplied by a third party, the Supplier does not give any warranty, guarantee or other term as to their quality, fitness for purpose or otherwise, but shall, where possible, assign to the Client the benefit of any warranty, guarantee or indemnity given by the person supplying the goods to the Supplier.

5.2 The Supplier shall have no liability to the Client for any loss, damage, costs, expenses or other claims for compensation arising from any Client Material or instructions supplied by the Client which are incomplete, incorrect, inaccurate, illegible, out of sequence or in the wrong form, or arising from their late arrival or non arrival, or any other fault of the Client.

5.3 Except in respect of death or personal injury caused by the Supplier's negligence, or as expressly provided in these Terms and Conditions, the Supplier shall not be liable to the Client by reason of any representation (unless fraudulent), or any implied warranty, condition or other term, or any duty at common law, or under the express terms of the Contract, for any loss of profit or any indirect, special or consequential loss, damage, costs, expenses or other claims (whether caused by the negligence of the Supplier, its servants or agents or otherwise) which arise out of or in connection with the provision of the Specified Service or their use by the Client, and the entire liability of the Supplier under or in connection with the Contract shall



not exceed the amount of the Supplier's charges for the provision of the Specified Service, except as expressly provided in these Terms and Conditions.

5.4 The Supplier shall not be liable to the Client or be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform, any of the Supplier's obligations in relation to the Specified Service if the delay or failure was due to any cause beyond the Supplier's reasonable control.

6. TERMINATION

6.1 The Client shall be entitled to terminate the Contract at any time by giving not less than 6 weeks' written notice to the Supplier. If the Client uses another media agency to provide all or any of the Specified Service during the contractual period set out in the Client Agreement, then the Supplier will be entitled to any commission or payments it would have received from the Client if the Supplier had provided the Specified Service for the full term of the Contract.

6.2 Either party may (without limiting any other remedy) at any time terminate the Contract by giving notice in Writing to the other if the other commits any breach of these Terms and Conditions and (if capable of remedy) fails to remedy the breach within 30 days after being required by written notice to do so, or if the other goes into liquidation, becomes bankrupt, makes a voluntary arrangement with its creditors or has a receiver or administrator appointed.

6.3 On termination of the Contract, the supplier shall return any Client Materials to the Client and each party shall return to the other party or destroy (at the option of the party who owns the confidential information) any and all confidential information belonging to the other party which is in its possession and/or under its control and delete such confidential information from any computer system or other form of data retention.

7. GENERAL

7.1 These Conditions (together with the special terms, if any, set out in the Client Agreement) constitute the entire agreement between the parties, supersede any previous agreement or understanding and may not be varied except in Writing between the parties. All other terms, express or implied by statute or otherwise, are excluded to the fullest extent permitted by law.



7.2 A notice required or permitted to be given by either party to the other under these Terms and Conditions shall be in Writing addressed to the other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice.

7.3 No failure or delay by either party in exercising any of its rights under the Contract shall be deemed to be a waiver of that right, and no waiver by either party of any breach of the Contract by the other shall be considered as a waiver of any subsequent breach of the same or any other provision.

7.4 If any provision of these Terms and Conditions is held by any court or other competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of these Terms and Conditions and the remainder of the provision in question shall not be affected.

7.5 English law shall apply to the Contract, and the parties agree to submit to the non exclusive jurisdiction of the English courts.



(GDPR) PRIVACY STATEMENT

At Concept Television Studios Limited, we know that you care how information about you is used and shared. We appreciate your trust in us to do that carefully and sensibly as we carry out business. This notice describes our privacy policy. By visiting our web sites and when you provide information to Concept Television Studios Limited, you are accepting and consenting to the practices described in this Privacy Notice.

WHAT INFORMATION DO WE COLLECT ABOUT YOU?

We collect information about you when you register with us or place an order for products or services. We also collect information when you voluntarily provide your information to enquire about our products or services, and to obtain pricing or quotes for our products or services, complete customer surveys, provide feedback and participate in competitions. Web site usage information is collected using cookies.

THE TYPES OF INFORMATION WE GATHER.

Information you give us:

We receive and store any information you enter on our web site or give us in any other way. This information includes your name, address and phone number, details of people to whom purchases have been shipped (including address and phone number).

E-mail communications:

To help us make e-mails more useful and interesting, we often receive a confirmation when you open e-mail from Concept Television Studios Limited if your computer supports such capabilities.

Information from other sources:

We might receive information about you from other sources and add it to our account information. This kind of information includes updated delivery and address information from our carriers or other third parties, which we use to correct our records and deliver your next purchase or communication more easily.

HOW WILL WE USE THE INFORMATION ABOUT YOU?

We collect information about you to process your order, manage your account and, if you agree, to email you about other products and services we think may be of interest to you. We use your information collected from the web site to personalise your repeat visits to our web site. Concept TV will not share your information for marketing purposes with companies outside the Concept TV or other specified named companies of which you have authorised. In processing your order, we may send your details to, and also use information from credit reference agencies and fraud prevention agencies.

Also, in processing your order we will pass your address details onto one of our courier companies. This will either be Royal Mail, DPD, Parcelforce, My Hermes or DHL or in some cases an other specialist courier. We may also send your address and/or phone number onto a supplier, such as television broadcasters and media platform owners.



PERSONAL DATA RETENTION PERIODS

We have annual data reviews in place that will remove all personally identifiable data after a certain period of time. This will be a maximum of 5 years from last date of either contract, recording, purchase or interaction with the data such as reading a newsletter. We keep the data for this period for a number of business reasons including honouring product warranties and record keeping.

WILL WE SHARE YOUR INFORMATION WITH THIRD PARTIES?

We may disclose your personal information to any member of our group, which means our subsidiaries, our ultimate holding company and its subsidiaries, as defined in section 1159 of the UK Companies Act 2006.

We may pass your information to other parties as follows:

- in the event that we sell or buy any business or assets, in which case we may disclose your personal data to the prospective seller or buyer of such business or assets;
- if Concept TV or substantially all of its assets are acquired by a third party, in which case personal data held by it about its customers will be one of the transferred assets;
- where relevant, your user name and information you voluntarily provide over the course of your contact and business with us will be published on areas of our Web site where user submissions are displayed and this will be the identity by which you are known on those areas.
- we may pass your personal information to our employees and agents and third parties to administer the services provided to you by us now or in the future;
- some general statistical information about our Web site user base, sales patterns, traffic volumes and related matters may be passed on to reputable third parties (including third party advertisers who wish to advertise on our web site) but these details will not include information personally identifying you; and
- we may disclose your personal information to the police, regulatory bodies or legal advisers in connection with any alleged criminal offence or suspected breach of our terms and conditions and or contract agreements otherwise relating to you or otherwise where required by law and we will co-operate with any law enforcement authorities or court order requesting or directing us to disclose the identity of or locate anyone breaching those terms and conditions and contractual agreements and for the prevention or detection of crime or the apprehension or prosecution of offenders.

WHICH DATA PROCESSORS DO WE USE?

GOOGLE ANALYTICS

We use google analytics to anomalously collect data on your journey around the site and record sales. We never send personal information to Google. The data is transferred outside of the EU but Google are an active member of the Privacy Shield Framework which you can view here:



<https://www.privacyshield.gov/participant?id=a2zt000000001L5AAI>

Web site: https://www.google.com/analytics/#?modal_active=none

MAILCHIMP

We operate a mailing list facility to provide you with information about our products, services and activities. The facility provider is MailChimp

Web site: <https://mailchimp.com>

Mail Chimp's GDPR information: <https://kb.mailchimp.com/accounts/management/about-the-general-data-protection-regulation>

FACEBOOK

We sometimes advertise on Facebook. We use Facebook to anonymously collect data on your journey around the site and record sales. We never send personal information to Facebook. The data is transferred outside of the EU but Facebook are an active member of the Privacy Shield Framework which you can view here:

<https://www.privacyshield.gov/participant?id=a2zt0000000GnywAAC&status=Active>

Web site: <https://www.facebook.com/>

MARKETING

We would like to send you information about products and services of ours and other companies you authorise. If you have consented to receive marketing, you may opt out at a later date. You have a right at any time to stop us from contacting you for marketing purposes or giving your information to other companies you have previously authorised. If you no longer wish to be contacted for marketing purposes, please call us on 0203 002 92 42.

UPDATING YOUR PRIVACY SETTINGS

You can update your privacy settings at any time. Please send us an email sales@conceptstudios.co.uk or phone us 0203 002 92 42 and we will alter your privacy settings for you.

ACCESS TO YOUR INFORMATION AND CORRECTION

You have the right to request a copy of the information that we hold about you. If you would like a copy of some or all of your personal information, please email or write to us at the following address. We may make a small charge for this service.

Concept Television Studios Limited
Unit 3b Durrance Farm Business Park,
Stewkley Road, Soulbury,

Welcome Letter and Terms and Conditions (v20220112-1559)
Concept Television Studios Limited
Unit 3b Durrance Farm Business Park
Stewkley Road, Soulbury
Leighton Buzzard, LU7 0UU.
Registered Company: 05152976. VAT Registration: 867 2095 96.



LU7 0UU.
U.K

Email: sales@conceptstudios.co.uk

We want to make sure that your personal information is accurate and up to date. You may ask us to correct or remove information you think is inaccurate.

LAWFUL BASIS FOR PROCESSING YOUR DATA

As set out in Article 6 of the GDPR we adhere to one of the following:

- **Consent:** the individual has given clear consent for you to process their personal data for a specific purpose.
 - We use this basis to send you future offers, money off coupons, freebies and Concept TV updates. We may pass your information onto third party platforms to fulfil the relevant emails.
- **Contract:** the processing is necessary for a contract you have with the individual, or because they have asked you to take specific steps before entering into a contract.
 - We use your delivery address to send you your order and may pass these details onto our courier or a supplier if the order is being drop-shipped.
 - We use your billing address to check the details with our payment processor.
- **Legitimate interests:** the processing is necessary for your legitimate interests or the legitimate interests of a third party unless there is a good reason to protect the individual's personal data which overrides those legitimate interests.
 - We use your email address to keep you up to date with your order(s) and/or account. If you send us an email to our public email accounts or send a request through our web site we will use this email address to reply to your request.
 - We use your phone number to contact you about your order(s) or account. We may send this onto our courier or supplier if your order is being drop-shipped.
- **Privacy & Electronic Communications Regulations:** we reserve the right to contact you for marketing purposes by adhering to point 131 of this regulation.

HOW SECURE IS INFORMATION ABOUT ME?

We maintain physical, electronic and procedural safeguards in connection with the collection, storage and disclosure of personally identifiable customer information. Our security procedures mean that we may occasionally request proof of identity before we disclose personal information to you.

It is important for you to protect against unauthorised access to your password and to your computer. Be sure to log off when you finish using a shared computer.

Unfortunately, the transmission of information via the internet is not completely secure.

Although we will do our best to protect your personal data, we cannot guarantee the security of your data transmitted to our Web site; any transmission is at your own risk. Once we have received your information, we will use strict procedures and security features to try to prevent

Welcome Letter and Terms and Conditions (v20220112-1559)

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www.conceptstudios.co.uk

Sales: +44 (0) 203 002 92 42

Production: +44 (0) 203 002 92 14

Accounts: +44 (0) 203 002 92 15

sales@conceptstudios.co.uk



unauthorised access. Please note that no credit/debit card information ever reaches or is stored on our server(s) or databases. This is solely handled by processing companies who adhere to the highest level of PCI compliance. We currently use Paypal, bitpay and SagePay.

ABOUT COOKIES ON OUR WEB SITES.

WHAT IS A COOKIE?

Cookies are text files containing small amounts of information which are downloaded to your device when you visit a web site.

Cookies are then sent back to the originating web site on each subsequent visit, or to another web site that recognises that cookie. Cookies are useful because they allow a web site to recognise a user's device. You can find more information about cookies at:

www.allaboutcookies.org and www.youronlinechoices.eu for a video about cookies visit:

<http://www.google.com/intl/en-GB/policies/technologies/cookies/>

Cookies do lots of different jobs, like letting you navigate between pages efficiently, remembering your preferences, and generally improve the user experience. They can also help to ensure that adverts you see online are more relevant to you and your interests.

The cookies used on this web site have been categorised based on the categories found in the ICC UK Cookie guide. A list of all the cookies used on this web site by category is set out below:

STRICTLY NECESSARY COOKIES

These cookies are essential in order to enable you to move around the web site and use its features, such as accessing secure areas of the web site. Without these cookies services you have asked for, like shopping baskets, forms or video or content portals or saving for later, cannot be provided.

PERFORMANCE COOKIES

These cookies collect information about how visitors use a web site, for instance which pages visitors go to most often, and if they get error messages from web pages. These cookies don't collect information that identifies a visitor. All information these cookies collect is aggregated and therefore anonymous. It is only used to improve how a web site works.

Some of the cookies we use at Concept TV to perform such tasks are:

Google Analytics. Used for tracking user activity on the web site, including anonymous transaction data.

HOW DO I TURN COOKIES OFF?

It is usually possible to stop your browser accepting cookies, or to stop it accepting cookies from a particular web site. For example, we cannot tell if you are signed in without using cookies, so you would not be able to post comments.

Modern browsers usually allow you to change your cookie settings. These settings will typically be found in the 'options' or 'preferences' menu of your browser. In order to understand these



what these settings are, how they function and what impact they may have on your browsing and internet experience, please consult the provider of your software for further information. If you are primarily concerned about third party cookies generated by advertisers, you can turn these off by going to the Your Online Choices site.

You can also visit the trade body representing these advertising platforms for more information: Network Advertising Initiative.

They have provided a one-stop place that gathers all of the opt-out controls.

USEFUL WEBSITE LINKS

If you would like to find out more about cookies and their use on the Internet, you may find the following links useful:

www.aboutcookies.org

www.allaboutcookies.org

For further legal information about privacy issues, you may find these references useful:

Data Protection Act 1998

The Information Commissioner's Office

OTHER WEB SITES

Our web site contains links to other web sites. This privacy policy only applies to this web site so when you link to other web sites you should read their own privacy policies.

CHANGES TO OUR PRIVACY POLICY

We keep our privacy policy under regular review and we will place any updates on this web page. This privacy policy was last updated on 12 January 2022.

HOW TO CONTACT US

Please contact us if you have any questions about our privacy policy or the information that we hold about you:

By Email: sales@conceptstudios.co.uk

Or write to us at :

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