

# Solomon Islands Broadcasting Corporation

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SOLOMON ISLANDS NATIONAL UNIVERSITY (SINU) P O BOX 623 HONIARA HONIARA

Advertising / Programme Contract 0516-006 OrderID:

SOLOMON ISLANDS NATIONAL UNIVERSITY(SINU) SINU-RADIO PROGRAM

Estimate/PO.

Sponsor: Product: Irene Saliga Calendar Month Summary

01/01/2023 - 28/12/2023

Invoice Type: AccountRep. BillingCycle.

Run Dates:

104

78,624.00 0.00 0.00 78,624.00 Gross Amount: Items Ordered:

Agency Commission: Discounts:

Net Amount:

Scheduled Station(s): National Service SOLOMON ISLANDS NATIONAL UNIVERSITY(SINU)

Printed 08/12/2022 4:04:55 PM																Page 1
Run Dates	Run Weeks	Run Times	Mon	Tue	Wed	Thu	Wed Thu Fri Sat Sun	ıt Su	Week Total		Length Description	Avail Type	Avail Copy ID Type	Qty	Item Cost Total Cost	Total Cost
01 01/01/2023 - 28/12/2023 02 01/01/2023 - 28/12/2023	All Weeks All Weeks	08:30 PM - 08:45 PM Production				11				15:00 F	) Program ) Production			52 52	1,072.00	55,744.00 22,880.00

Mar-23 Jun-23 Sep-23 Dec-23 Pro-Vice 8,048.00 6,048.00 7,560.00 7,560.00 Feb-23 May-23 Aug-23 Nov-23 6,048.00 6,048.00 6,048.00 6,048.00

Calendar Month Projected Billing:

Jan-23 Apr-23 Jul-23 Oct-23

19,656.00 19,656.00 19,656.00 19,656.00

Q1-2023 Q2-2023 Q3-2023 Q4-2023

7,560.00 7,560.00 6,048.00 6,048.00

Chancellor (corporate) pf Adver \*

Signed or behalf of SIB

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# **SOLOMON ISLANDS BROADCASTING COPRORATION**

# **TERMS OF TRADE AGREEMENT**

The Following Terms of Trade Agreement ("the Agreement") is between the following parties:
Solomon Islands Broadcasting Corporation (hereafter referred to as "SIBC", "us", "we", "our)
AND
SINU [Company/Organisation name], who has authorized,
requested, arranged or engaged: advertising and or production; services; equipment hire or rental
service message; live broadcast; sports commentary; programmes and; any capability area within
SIBC (hereafter referred to as "the Client", "Client", "you", "your").
The agreement is effective: $\frac{O1/O1/2023}{2023}$

# Agreement

- 1. SIBC reserves the right to refuse services to the Client until they have accepted our Terms of Trade as contained within.
- 2. The Client agrees to be bound by these terms.

### Material

- 3. The Client warrants that any material supplied to SIBC contains no false, unwarranted claims and does not infringe the copyright or other rights of any other person or corporation.
- 4. SIBC at is absolute discretion and without providing any reason reserves the right to refuse to accept or to broadcast all or any part of any material supplied, subject to clause 14 of this Agreement.

### Extension of services on credit

- 5. Extension of services on credit to the Client remains at the sole discretion of SIBC.
  - a. Credit terms may be removed by SIBC at our sole discretion at anytime without the need for reasons to be provided to the Client.
- 6. Credit applications including credit reference checks may be required before credit is offered, before credit is resumed after cessation of services and on from time to time as required by SIBC (including that for existing clients).

7. SIBC reserves the right to refuse services offered on credit if the information we require is not provided or if the checks that we undertake do not prove favourable for the Client.

### Copyright

- 8. All intellectual property rights (including copyright) of any material produced, recorded or aired by us including that prepared on behalf or for the Client including but not limited to: advertisements, promotional material or proposals remains the property of SIBC.
  - a. Prior written permission from SIBC is required for use of any such material other than within our programs or activities.
  - b. Permission for use of any of this material remains at the sole discretion of SIBC.
  - c. The Client agrees to keep confidential any details including a creative proposal, terms of business and rates of business or any other material for which they would not come into knowledge or possession of other than through their relationship and agreement with SIBC.
- 9. The Client also agrees not to use any logo belonging to the Corporation or the name of any promotion run by us without the prior written consent of the General Manager of SIBC.

### **Payment Terms**

- 10. Invoices are payable within 30 days of the date of the invoice unless otherwise stated by us in writing.
  - a. All calendar days are included in the 30 day period.
  - b. Any disputes on payments must be raised with SIBC in writing before the due date of the invoice to be eligible for the discount as per clause 11.
- 11. Where the Client pays an invoice within or before the 30 day term, a discount of 5% off the total amount payable will be the invoiced amount due.
  - a. The discounted invoice rate is only applicable if the invoice is paid and the funds received by SIBC before the 30 day period.
- 12. Payments should be made in cash, by cheque, or electronic funds transfer.
  - a. Cheque payments should be paid to allow sufficient time for the funds to be cleared to be eligible for the discounted rate.
  - b. All methods of payment including that of Electronic Funds Transfer payments should ensure that invoice numbers are submitted with the transfer of funds such that we can identify the invoice to which the payment relates.
- 13. Cash payments or payment paid in advance May; at the sole discretion of SIBC be eligible for a discount on the standard rates.

## Payment adjustment for non broadcast

- 14. If we refuse to broadcast any material supplied by the Client or if for any other reason the transmission of any material is not broadcast in whole or part, SIBC will either:
  - a. make a proportional adjustment to the sum payable but shall not incur any other fability in accordance with clause 20or;
  - b. make a proportional adjustment within a similar time slot or programme  $t\boldsymbol{\sigma}$  offset the omission

15. In the case of clause 1) a) when funds have already been received from the Client, a credit to the same value will be placed on their account for future use within a 6 month period.

### Non-payment

- 16. If the Client fails to pay an invoice to us within the 30 day period, we reserve the right, at our sole discretion to implement all or some of the following measures:
  - a. Immediately suspend the extension of credit to the Client;
  - b. Suspend services extended to the Client until such time that all outstanding debts are paid;
  - c. Require payment in advance for all subsequent work;
  - d. Terminate any future contract or agreement to provide services not yet provided;
  - e. Require new and additional credit check measures before services will be provided on credit subsequently.
- 17. Failure of our action to implement any of the measures listed in clause 16 does not absolve our right to implement these measures at a later date.
- 18. SIBC will endeavour to provide the Client with a reminder invoice or notification of the above measures if the Client falls outside our 30 day payment terms, however the responsibility for maintaining an up to date account with us remains the responsibility of the Client and we reserve the right to implement measures listed in clause 16 without notification to the Client.
- 19. SIBC retains the right to recover from the Client all costs incurred in attempts to recover outstanding debts from the Client.

### **Liability and Indemnity**

- 20. The Client agrees that we shall not be liable for any acts, omissions or errors whatsoever and by signing these terms you agree to indemnify and keep indemnified and keep us held harmless, from any liabilities, losses or claims incurred or suffered by us as a result of the engagement of our services, including our officers, servant and agents.
- 21. Neither party will be liable to the other for any indirect or consequential loss, loss of profit, revenue, production, reputation or any other damages.

### **Modification of Terms**

22. SIBC reserves the right to revise the terms and conditions of this Agreement at any time. Any such revision will be binding and effective immediately upon receipt by the Client. Your continued use of our services constitutes agreement to any revision of the terms and conditions of this Agreement provided.

### **Legal Jurisdictions**

23. This Agreement has been made in accordance with and shall be governed by the laws of the Solomon Islands.

### **Signatures**

24. As an authorised representative of the organisation stated below, I herby acknowledge that I have read, understand and agree to these terms of business. Signed for and on behalf of: Solomon Islands National University (SINU) Name of the organisation OTAON ISIN Pro-Vice Authorised Signature (Corporate) O VICE CHANCELLOR CORPORATE Name and Title Date SOLOMON ISLANDS BROADCASTING CORPORATION Name of the organisation Authorised Signature Name and Title ian, Manager Salas & Marceli