native.

Radar Leisure Tech Limited
trading as native
Pavilion View
19 New Road
Brighton
BN1 1EY
Company Number: 09729773

Thank you for booking with Native.

- Please ensure the Booking Information below is correct/as required.
- Please ensure you have read, understand and agree to comply with our Terms and Conditions. Confirmation of your booking indicates your agreement to these.
- Please confirm your booking by signing and returning this form.
- Please provide a Purchase Order number if this is required.

Order Number	ON-18106

Booking information			
Company Name	Londonist	**Legal Company Name** (if different)	Londonist
Contact Name	Vaishnavi Pawar	**Company Number**	
Address	5 Great James Street Holborn London, WC1N 3DB,	**Address**	5 Great James Street Holborn London, WC1N 3DB,
Contact Number	442072871912	**Contact Number**	
E-mail		**E-mail**	vaishnavi.pawar@londonist.co.uk

Order Details			
Product	**Quantity**	**Unit Price(£)**	**Amount(£)**
Co-Promoted Fair - Activate Lite	1	250.00	250.00
Co-Promoted Fair - Activate Lite	1	1,000.00	1,000.00
Co-Promoted Fair - Activate Lite	1	400.00	400.00

Total	£ 1,650.00
VAT @20%	£ 330.00
Total Payable	£ 1,980.00

Payment Terms
25% deposit upfront, 75% billed in subsequent invoices for the remaining total of the Order in line with the Campaign delivery schedule

Additional Order Details - Schedule		
Product	**Location/Supplier**	**Date**
Co-Promoted Fair - Activate Lite	University of Westminster Students' Union	07/11/2025
Co-Promoted Fair - Activate Lite	QMUL Students' Union	11/11/2025
Co-Promoted Fair - Activate Lite	South Bank University Students' Union	20/11/2025

Order notes
N/A

Please sign and return to secure booking	
Print Name:	**Job Title:**
PO Number (if required):	**Date:**
Signature:	

Terms And Conditions

Introduction

The Buyer has agreed to purchase media from native on the commercial terms set out in a Booking Form and subject to these Terms And Conditions.

Definitions

Advertiser means the brand or entity represented in the Advertiser Materials

Advertising means the activities, publishing or services as described in the Order

Advertising Campaign means the agreed program of Advertising Activities as described in the Order

Advertising Delivery Date means the date for delivery to native of the Advertising Materials as agreed in writing between the parties, this will be no later than the start date for each piece of Advertising as set out in the Booking Form

Agreement means the Booking Form, Order details and the Terms And Conditions

Agency means, where applicable, the advertising agency acting as principal on behalf of the Advertiser as described in the Booking Form as the Buyer

Advertiser Materials means the Advertiser's copy, logos, artwork, designs, brand and product information, creative materials, digital materials and any other information or material supplied by the Buyer to native in connection with the Agreement

Buyer means the entity that contracts with native to buy the Advertising Services, whether such entity is the Advertiser or an Agency, as set out in the Booking Form

Campaign Period means the period as set out in the Booking Form, there may be multiple Campaign Dates as defined by the start date(s)

Fees means the fees as set out in the Booking Form

native means Radar Leisure Tech Limited trading as native, whose registered office address is Pavilion View, 19 New Road, Brighton, East Sussex, BN1 1EY and whose company number is 09729773

1. Advertising

Subject to the Buyer's compliance with this Agreement, native shall deliver the Advertising during the Campaign Period in accordance with the specifications set out in the Booking Form.

2. Agency Obligations

2.1 Where an Agency is entering into this Agreement, the parties agree that the Agency is acting as principal and, as such, the Agency will be responsible for the payment of all amounts due to native and the performance of any and all other obligations of the Advertiser, express or implied, under the Agreement.

2.2 The Agency warrants and represents that it is authorised by the Advertiser to enter into this Agreement with native and without prejudice to any other rights or remedies of native, the Agency will indemnify native in respect of any liability, loss or damage (including reasonable legal costs) arising from any claim made by the Advertiser against native.

3. Buyer's Obligations

3.1 The Buyer shall:

3.1.1 supply the Advertiser Materials by the Advertising Delivery Date;

3.1.2 cooperate with native in all matters relating to the Campaign and respond promptly to any request by native for approval or information reasonably required in connection with the Campaign;

3.1.3 ensure the Advertiser Materials are accurate and complete in all material respects; and

3.1.4 ensure that any and all advertising and marketing claims incorporated in any Advertising in relation to its products and services comply with all applicable laws, including the Advertising Laws.

3.1.5 comply with our Content Acceptance Policy as notified to the Buyer from time to time.

3.2 The Buyer shall be responsible for the Advertiser Materials provided, and Advertising published, in connection with this Agreement and native shall not provide any refund or compensation to the Buyer in the event that:

3.2.1 the wrong Advertiser Materials are delivered to the native and subsequently published; and/or

3.2.2 the Advertiser Materials are not delivered to native by the Advertising Delivery Date.

3.3 native reserves the right to reject, remove, suspend or change the position of any Advertiser Materials which it considers unsuitable or which is not in accordance with this Agreement without liability to the Buyer.

4. Terms of Payment

4.1 The Buyer shall pay the Fees for the Advertising as set out in the above Order Details Table.

4.2 Standard Payment Terms require that payment must be made in full at the time of booking. In the event that additional payment credit terms have been extended to the Buyer, allowing for payment on invoice, 25% will nonetheless be required as an immediate deposit payment, and subsequent invoices will be raised for the remaining total of the Order in line with the Campaign delivery schedule. Invoices will be due either 14 days prior to each Delivery Date, or 14 days from Invoice, whichever falls sooner

4.3 The Order will not be processed, and the Advertising cannot proceed, until full payment of the deposit and any due invoices as per 4.2 has been received. .

4.4 All Fees due under this Agreement are exclusive of VAT, which shall be paid in addition by the Buyer at the rate and in the manner prescribed by law.

4.5 Where credit terms are applied for, the native may conduct a credit reference search for the purposes of credit assessment,account recovery, and fraud prevention. Such searches will be recorded with the relevant credit reference agency.

4.6 Invoices must be paid promptly inline with the agreed credit terms, native reserves the right to withdraw future credit due to nonpayment and charge interest on overdue invoices at a rate of 8% above the prevailing Bank of England base rate per annum. native shall not be under any obligation to publish, and may suspend or withhold publication of, any Advertising Materials for a Buyer where payment has not been received in full for any outstanding or previously completed campaign, in accordance with these payment clauses.

5. Cancellation

5.1 Buyer Cancellation requests after booking must be received by native in writing from the Buyer.

5.1.1 In the event that feasibility issues are discovered during delivery due to a failure on the part of the Buyer to fulfil their obligations under clauses 2 or 3, or due to improper or incomplete disclosure of information at the time of booking, this will be deemed a Buyer Cancellation

5.2 The 25% deposit on all Advertising Campaigns is non refundable and is committed at the time of booking.

5.3 For any incomplete elements of the Campaign, should the cancellation request be received more than 14 days prior to the relevant Start Date it will cancel the advertising subject to payment of a cancellation fee. This cancellation fee will be equal to 50% of the relevant Fees.

5.4 native will not issue any credit notes or refunds for cancellations within 14 days of the applicable campaign start date(s).

5.5 Cancelling any part of the Campaign will invalidate any discount for multiple advertising and/or agency discounts (If applicable). native will adjust the rate of the remaining advertising to reflect the standard rate card price of all previously rented, published, display, distribute advertising.

6. Warranties

6.1 The Buyer represents and warrants, on behalf of itself and where relevant (and applicable) on behalf of the Advertiser, that all Advertiser Materials:

6.1.1 are accurate, complete, true and not misleading;

6.1.2 are legal, truthful, honest and decent and otherwise comply with the provisions of all applicable laws;

6.1.3 are not libelous, inciteful, or obscene;

6.1.4 do not infringe the rights of any third party (including any person's intellectual property rights); and

6.1.5 are free of any viruses, adware or malware.

6.2 The Buyer will indemnify native from all liabilities, losses, costs, expenses and damages, (including reasonable legal fees) suffered or incurred arising out of or in connection with any claims or any action, adjudication or decision taken against native by any regulatory body, arising out of any breach by the Buyer of the warranties by the Buyer.

7. native's Liability

7.1 native may decide not to serve the Advertising Materials in which case the sole remedy available to the Buyer will be a refund (on a pro rata basis if applicable) of the Fees.

7.2 native will not be liable for any disruption or delay in distributing the Advertising Materials, or for failing to perform any other duties under this Agreement if the failure is caused by circumstances beyond native's reasonable control.

8. Intellectual Property Rights

8.1 All intellectual property rights in respect to the artwork designed and created by any individual employed or commissioned by the supplier shall vest in the supplier. The client shall not make use of any artwork owned by the supplier other than for the purpose of the contract to which the said artwork relates.

8.2 The ownership of all intellectual property rights in respect of artwork provided by the client shall remain with the client.

8.3 The supplier is by virtue of this contract licensed by the client to utilise for the duration of the contract any intellectual property rights pertaining to artwork provided by the client.

8.4 The supplier will not make any material alterations to the artwork referred to in 5.2 and 5.3 above without prior consent of the client.

8.5 Where artwork is provided by the client to the supplier, the former shall indemnify the supplier against all damages, expenses and costs incurred in respect to any infringement of a trade mark, trade name or copyright caused by the aforementioned artwork.

9. Commencement and duration

9.1 This Agreement commences and takes effect from the date, whichever is the earlier:

9.1.1 of signature by both parties of a Booking Form; or

9.1.2 the date on which native commences provision of the Advertising Services for a Campaign in accordance with a Booking Form.

10. Termination

10.1 Subject to any extension or renewal period agreed between the parties in writing, this Agreement shall remain in force until the end of the Campaign Period unless terminated earlier in accordance with this Agreement.

10.2 This Agreement may be terminated by either party immediately on written notice to the other if:

10.2.1 the other party materially breaches any of its obligations under this Agreement (including non-payment of Subscription Fees) and such breach remains uncured for 30 days following receipt of written notice by the non-breaching party; or

10.2.2 the other party is insolvent or subject to a winding up petition.

11. Liability and Indemnity

11.1 Buyer Warranties and Authorisations

The Buyer warrants and represents that:

(a) it has full power and authority to enter into this Agreement and to grant the rights and perform the obligations set out herein;

(b) where the Buyer is acting as an agency, it is duly authorised by the Advertiser to enter into this Agreement on the Advertiser's behalf; and

(c) all advertising content provided (the "Campaign Materials") complies with applicable laws, advertising codes, regulatory requirements, and does not infringe any third-party intellectual property or other rights.

11.2 Indemnity to Native and Partners

The Buyer shall fully indemnify and hold harmless Native and its delivery partners, including student unions, and each of their respective directors, officers, employees, contractors, and agents (collectively, the "Indemnified Parties") from and against any and all losses, liabilities, costs, claims, damages, expenses (including reasonable legal fees) and fines suffered or incurred by any of the Indemnified Parties arising out of or in connection with:

(a) any claim or action by the Advertiser (where the Buyer is an agency) relating to the Buyer's authority or lack thereof to act on the Advertiser's behalf;

(b) any breach by the Buyer of this Agreement or any applicable law or regulation;

(c) any claim that the Campaign Materials infringe the intellectual property or other rights of any third party;

(d) any complaint or action brought by a regulatory body (including the ASA, Ofcom, or any applicable university or student body regulator);

(e) any misuse or misrepresentation of campaign performance data or reporting.

11.3 Limitation of Native's Liability

Subject to clause 11.5, Native's total liability to the Buyer, whether in contract, tort (including negligence), misrepresentation, breach of statutory duty or otherwise, shall be limited to an amount equal to the total Fees paid by the Buyer to Native under the relevant Booking Form to which the claim relates.

11.4 Exclusion of Indirect Losses

Subject to clause 11.5, Native shall not be liable to the Buyer for any:

(a) indirect, special, or consequential loss or damage;

(b) loss of profits, revenue, business, opportunity, or anticipated savings;

(c) loss or corruption of data;

(d) reputational damage or loss of goodwill,

in each case whether direct or indirect.

11.5 No Limitation on Liability for Certain Matters

Nothing in this Agreement shall limit or exclude liability:

(a) for death or personal injury caused by negligence;

(b) for fraud or fraudulent misrepresentation;

(c) for wilful misconduct or gross negligence; or

(d)to the extent such liability cannot be excluded or limited as a matter of applicable law.

11.6 Third Party Rights

The Buyer acknowledges and agrees that the student unions or other delivery partners may enforce the indemnities and liability limitations set out in this clause 11 under the Contracts (Rights of Third Parties) Act 1999. No other person who is not a party to this Agreement shall have any right to enforce any term of this Agreement.

11.7 During this agreement and for a period of 6 years afterwards, the Buyer shall maintain in force insurance policies with reputable insurance companies, against all risks that would normally be insured against by a prudent businessperson in connection with the risks associated with this Agreement. The Buyer shall, upon Native's request, produce full particulars of that insurance and the receipt for the current premium

The Buyer shall fully indemnify and hold harmless Native and its delivery partners, including student unions, and each of their respective directors, officers, employees, contractors, and agents (collectively, the "Indemnified Parties") from and against any and all losses, liabilities, costs, claims, damages, expenses (including reasonable legal fees) and fines suffered or incurred by any of the Indemnified Parties arising out of or in connection with:

(a) any claim or action by the Advertiser (where the Buyer is an agency) relating to the Buyer's authority or lack thereof to act on the Advertiser's behalf;

(b) any breach by the Buyer of this Agreement or any applicable law or regulation;

(c) any claim that the Campaign Materials infringe the intellectual property or other rights of any third party;

(d) any complaint or action brought by a regulatory body (including the ASA, Ofcom, or any applicable university or student body regulator);

(e) any claim that use of the Campaign Materials causes damage to the reputation of any Indemnified Party;

(f) any misuse or misrepresentation of campaign performance data or reporting.

12. Non Circumvention

12.1 During the Term of this Agreement and for a period of 12 months thereafter (the "Restriction Period"), the Advertiser shall not, without native's prior written consent, directly or indirectly enter into, solicit, encourage, or otherwise facilitate any contractual or commercial arrangement with any Students' Union with which native maintained an exclusive contractual relationship at the time the relevant booking was made (the "Protected Partners"), where such arrangement would provide the Advertiser with benefits or services materially similar to those provided under this Agreement.

12.2 The Advertiser acknowledges that native has invested significant resources in establishing and maintaining exclusive relationships with Protected Partners, and that any circumvention would materially harm native's business interests. Accordingly, the Advertiser agrees to notify native in writing within five business days if approached by any Protected Partner proposing any direct engagement that could contravene this clause.

12.3 Both parties agree that damages alone may not be an adequate remedy for a breach of this clause, and therefore native shall be entitled, without prejudice to other rights and remedies, to seek injunctive relief, specific performance, or any other equitable remedies available from any court of competent jurisdiction.

13. Miscellaneous

13.1 All notices shall be in writing and delivered by post or email to the address of the respective party on the Order Form. Any notice delivered by post must also have a copy sent via email.

13.2 This Agreement, including the Booking Form, constitutes the entire agreement between the parties about its subject matter. In the event of any conflict between the Terms And Conditions and the Booking Form, the Booking Form shall take precedence.

13.3 No variation of this Agreement will be binding unless it is in writing and signed by the Parties.

13.4 Neither party may assign this Agreement without the other party's prior written consent (not to be unreasonably withheld) provided that assignments incidental to a sale of all or substantially all assets by either party shall not require any such consent.

13.5 If any clause is held by a court to be unenforceable, that clause shall be deleted from this Agreement.

13.6 A party's delay to pursue remedies for a default does not amount to a waiver of any obligation of the other party.

13.7 Nothing in this Agreement will be taken as giving rise to a relationship of employment, agency, partnership or joint venture. Each party to this Agreement is an independent contractor and neither party has any authority to bind the other.

13.8 This Agreement is governed by English law and is subject to the exclusive jurisdiction of the courts of England.