



Email: [digitaladswork.co.uk](mailto:digitaladswork.co.uk)

Web: [www.digitaladswork.co.uk](http://www.digitaladswork.co.uk)

Tel: 01604 532144

Address: 6 Martlett Close, Wootton, Northampton NN4 6EX

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## Terms and Conditions

These terms and conditions shall apply to the sales by **Digital Ads Work** (The Company) of all advertising space purchased by you (The Advertiser) via the telephone, post, email or fax and these terms shall govern each contract regardless of any other terms and conditions introduced by the advertiser.

### **1. Booking**

- a.** When an advertiser places a booking for advertising space on the Company's Digital Signage with one of our sales team, online, over the telephone, post, email or by fax, this will constitute an offer/booking;
- b.** Acceptance of a booking and the completion of the contract shall take place on the date of the company's payment confirmation email.
- c.** The advertiser acknowledges that any promotional discounts or offers given when entering the contract are valid only for the particular contract in respect of which they are offered and that full tariffs will apply to any future contracts unless otherwise agreed in writing by the company.

### **2. Acceptance of Advertisement**

Adverts/Artwork will be accepted subject to the following conditions:

- a.** Artwork will be created and charged for by the company unless the advertiser already has artwork that conforms to the company's artwork specification.
- b.** Artwork must be of a high-resolution origin 300dpi and preferably Jpeg format.
- c.** Artwork must be portrait.
- d.** If the advertiser has artwork that conforms to the above specifications, it is the responsibility of the advertiser to deliver such artwork prior to the start date of the advertising campaign.
- e.** Approval of the advertisers booking shall not in any way prejudice the company's right to reject the advertiser's artwork. In the event that the advertiser's artwork does not comply with the supplied specification the company shall be permitted to either reject or change the advertiser's artwork to comply with the requested specification. Such changes may include (but are not limited to) reformatting, cropping, resizing and editing.

f. It is the responsibility of the advertiser to check that the advert is correct when supplied to the company and/or when the advert is supplied back to the advertiser for checking. The company accepts no liability for any error in the advertisement where instructions are not totally clear, or in the case of multiple advertisements the repetition of an error unless notified to the company immediately at the point at which the error occurs.

### **3. Advertisement Content and Advertisement Warranties**

The Advertiser warrants that:

- a.** it has the full power and authority to enter into and perform these terms;
  - 1. the advert does not contain any material that shall breach any contract or infringe or violate any copyright, trademark or any other personal or proprietary right of any person or render the company liable to any claims or proceedings whatsoever.
  - 2. in respect of any advertisement submitted which contains the name or pictorial representation (photographic or otherwise) of any living person and/or any part of any living person and/or copy by which any living person is or can be identified, the advertiser has obtained any authority of such living person to make use of such name, representation and/or copy;
  - 3. The advertisement submitted is not obscene or libellous;
  - 4. The advertisement and any information submitted must be legal, decent, honest and truthful and comply with the British Code of Advertising Practice and all other relevant codes under the general supervision of the Advertising Standards Authority;
  - 5. The advertiser agrees to indemnify the company and keep it indemnified against all claims, costs, proceedings, demands, losses, damages or expenses whatsoever arising directly or indirectly as a result of any breach or non-performance of any of the representations, warranties or other terms herein contained or implied by law.

### **4. Payment**

- a.** The company will take the first payment from the advertiser for the agreed advertising rate before the publication start date.
- b.** The contract will be for the period of 3 months rolling and collection will be by monthly direct debit, or full payment by debit card. Invoices are instant with all methods of payment.
- c.** The advertising rate is quoted in pounds sterling inclusive of VAT.
- d.** The advertising rate to be paid by the advertiser is the rate agreed at the time when the booking is confirmed by the company in the confirmation email subject to any discounts agreed in writing by the company.
- e.** If the customer fails to make any payment when due for any reason (including, without limitation, dishonoured card payments, direct debit cancellation), the company reserves the right to

1. Charge the customer reasonable administration and bank charges in respect of such failure;
2. Require immediate full payment of all fees for the remainder of the then current duration of the contract;
3. Terminate the contract and postpone the publication of any advertisement until it has received payment in full of all sums then due from the advertiser.

f. We will be accepting the following cards through Worldpay;

1. Visa
2. Mastercard
3. Maestro
4. JCB



## **5. Contract Cancellation**

a. The advertiser shall have a period of 5 working days from the date of the company's advertising confirmation email in which to cancel the booking. Please note it is the responsibility of the advertiser in any case of cancellation to cancel the direct debit as no refund will be given for over payment.

b. No cancellation will be accepted following the period of 5 working days from the date of the company's advertising confirmation email.

## **6. Indemnity**

The advertiser shall indemnify the company against any claim, cost, loss, damage and/or expense that the company may incur as a direct or indirect consequence of the company publishing the advert in accordance with the instructions of the advertiser.

## **7. Intellectual Property**

a. The advertiser retains ownership of the copyright for adverts they have provided including trademarks and other intellectual property ("IPR") rights in its advertisements and grants a licence to the company for the purpose of the company's publication of its advertisements.

b. The company grants no licence or other right to the advertiser in respect of any publication (excluding the advertisement) or in respect of any IPR belonging to the company and the advertiser may not make any use of the same without the prior written consent of the company.

## **8. Refund Policy**

All advertising is a risk for both company and advertiser therefore we have a no refund policy. It is the responsibility of the advertiser the assess and research if this type of advertising is right for their needs.

## **9. Force Majeure**

The Company shall be under no liability for any delay or failure to deliver advertising apace whether directly or indirectly by circumstances beyond its control including (without limiting the

foregoing): Act of God; legislation; war; fire; flood; drought; inadequacy or unsuitability of any instructions, electronic file or other data supplied by the advertiser; failure of power supply; lock-out, strike or other action taken by employees in contemplation or furtherance of a dispute.

**10. Miscellaneous Provisions**

**a.** These conditions and all other express and implied terms of the contract shall be governed and construed in accordance with the laws of England and the parties agree to submit to the jurisdiction of the courts of England and Wales.

**c.** These terms and conditions supersede all prior representations undertakings and agreements between the advertiser and the company relating to the booking of advertising space and sets forth the entire agreement and understanding between the advertiser and the company.