

STANDARD TERMS AND CONDITIONS

Positive Media Marketing Limited, Media House, 714 London Road, Leigh on Sea, Essex SS9 3NL

Tele: 01702 474762 Fax: 01702 477018

Company Registered No. 3115832 Vat No. 7013333586

1. For the purpose of these conditions, 'advertiser' shall refer to the advertiser, buyer, or his agent, whichever is the principal and Positive Media Marketing, will be referred to as the 'company'
2. These conditions apply to all posters accepted for display. Any other proposed conditions must be agreed by both parties in writing.
3. All posters are accepted subject to the company's approval of the copy and to the space being available.
4. The company reserves the right not to print/display any poster at any time for good reason.
5. Every care is taken to avoid mistakes, but the company cannot accept liability for any errors due to third parties, subcontractors or inaccurate copy instructions.
6. The Advertiser will indemnify the company fully in respect of any claims made against the company as a result of the poster.
7. Advertising rates are subject to change at any time without notice. Space already booked will not be affected.
8. If the company undertakes to produce (including design and typesetting) of a poster for the advertiser the company will not be held responsible for any mistakes, errors or omissions, and the advertiser agrees to pay any invoice submitted in full. Artwork prepared by the company remains the property of the company and cannot be used in other publications without the written consent of the company.
9. Cancellations will not be accepted, refunds will not be made and posters booked verbally or in writing, must be paid in full. Repeat bookings must be scheduled with-in 12 months of the original campaign completion.
10. Amounts outstanding after agreed payment date will incur a £40 surcharge plus interest at the rate of 4% per annum above the Natwest Bank Plc base rate. Additional fee of £10 per invoice will apply if the advertiser requires multiple invoices.
11. The company reserves the right to demand prepayment in respect of any poster display.
12. In the event of the advertiser defaulting with regard to payment, the company reserves the right to suspend further insertions. Director(s) of limited companies agreeing to these terms and conditions will personally guarantee payment and shall be liable to us for the same in addition to the liability of the company.
13. All copy and invoice payments must be sent to the address shown.
14. Commission will only be paid to recognised advertising agencies, at the discretion of the company.
15. Complaints regarding reproduction of posters must be received in writing within 14 days of display.
16. At least 4 weeks written notice prior to copy deadline is required to suspend any insertion.
17. If copy instructions are not received prior to copy deadline, no guarantee can be given that proofs will be supplied or corrections made and the company reserves the right to use the most appropriate available copy.
18. Advertiser's property, artwork, posters etc. are held at the owners risk. The company reserves the right to destroy all artwork after 14 days from the date of its last appearance. Posters are not returned or re-used.
19. If, due to circumstances beyond the company's control, a change of venue(s), position/size of posters or start date(s) become necessary, the company reserves the right to make any reasonable alteration or change without prior reference to the advertiser.
20. Any infringement in copyright concerning posters shall be the liability of the advertiser.
21. The company accept no responsibility for posters delivered direct to the venue(s). An additional £75 plus vat per venue charge will made for a re-posting installation during a campaign.
22. In the event of the advertiser selling, transferring or disposing of his/her business the new owner will be liable for any outstanding debts to the company, and in the event of the Advertiser ceasing to trade he/she will be personally liable for any outstanding accounts to the company.
23. These conditions and all other express terms of the contract shall be governed in accordance with UK law.
24. Any disputes will be heard at the Southend County Court.

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