

Digital Shop Windows

TERMS AND CONDITIONS OF ADVERTISING

1. Digital Shop Windows is a trading division of WebcastUK Ltd ("the Company"), company number 5843333 and registered office at 7 Pinehurst Close, Waterlooville, Hampshire, PO7 8RY.
2. This applies to the various Payment Plans chosen by clients to form a contract between the Company and the advertiser ("the Client") and is not subject to cancellation or termination by the Client.
3. This contract relates to an advertisement ("the Advertisement") produced by the Client, which the Company undertakes to display from start date for specified number of days at the agreed sites.
4. The Client shall ensure that the Advertisement complies with the British Code of Advertising issued by the Committee of Advertising Practice. In particular, the Client agrees that the Advertisement shall be legal, decent and honest and shall contain nothing that is likely to cause serious or widespread offence or embarrassment.
5. For avoidance of doubt, advertisements will not be permitted for the following:
 - a. Tobacco products
 - b. Pornography or illicit material
 - c. Adult services including massage, saunas, chat lines and text services
6. The list at clause 6 is not exhaustive and the Company reserves the right for any reason to withhold, withdraw or refuse any advertisement.
7. The Client shall indemnify the Company against all claims in respect of any alleged infringement of copyright, trademark or design or in respect of any passing off or slander or title arising in consequence of the exhibition of the Advertisement in pursuance of this contract.
8. The Advertisement will be considered non-confidential and non-proprietary and the Company will have the right to use, copy, distribute and disclose it to third parties for any purpose. The Company will also have the right to disclose your identity to any third party who is claiming that any material provided by you constitutes a violation of their intellectual property rights, or of their right to privacy
9. The Client shall have no preferential rights as to their position in the programme in which the Advertisement is contained ("the Programme").
10. The Company will use its best endeavours to ensure that the Advertisement is displayed at least once in every 8 minute period during the normal hours of operation of each screen on which it has been placed
11. Adverts will be provided by clients in jpeg or pdf portrait format
12. Adverts are displayed for 8 seconds at a time on the designated screen.
13. Digital Shop Windows reserves the right not to display an advert for legitimate reasons including hosting site policies.
14. The Company will use its best endeavours to ensure that the Advertisement is displayed from the start date and on the site(s) specified in this contract. The company reserves the right however to amend the start date and / or to transfer the advertisement to an alternative site(s).
15. All advertising must be paid via the secure website by subscription or at the time of scheduling by debit/credit card.
16. A VAT invoice will be issued to the Client's billing address on receipt of payment
17. Digital Shop Windows does not keep any personal information of clients or suppliers. Any business contact information used for the process of the business is not distributed or shared in any way outside of the company.
18. Neither party excludes or limits liability to the other party for death or personal injury or for fraudulent misrepresentation nor where liability cannot be excluded or limited as a matter of law. Subject to this, the cumulative liability of the Company shall be limited to the total charges paid by the Client in accordance with the terms of this agreement. For the avoidance of doubt, the Company will not be liable for any indirect or consequential losses nor losses of profit, goodwill or opportunity.
19. The benefit of this contract may be assigned by the Company in whole or in part.
20. All notices by the Company to the Client and the Client to the Company shall be binding, valid or effective if sent by recorded delivery post to the addresses stated on this contract or such other address as may be notified by one party to the other.
21. This contract contains all the terms and conditions between the parties hereto; the Company has made no warranty (oral, express or implied) except as stated herein.
22. In the event of wars, insurrection, earthquake or Act of God or anything that might be construed as Force Majeure by the English courts or beyond the control of the Company, then the Company shall be excused from carrying out its obligations under this contract.
23. The terms of this contract shall be construed under the laws of England & Wales.