

Advertising Terms & Conditions

1. Definitions

"The Publisher" means Cookham Waste Ltd. "The Advertiser" means the person, firm or company entering into this contract incorporating these terms and conditions. "The Distributor" means the distributor into whose publication the advertisements to appear if applicable.

2. Application of the Terms and Conditions

The terms and conditions set out herein shall apply to all contracts for advertisements, which placed by the advertiser and confirmed accepted by the publisher. No other terms and conditions shall be binding upon the parties, and this contract embodies the entire understanding of the parties and there are no promises, terms, conditions, obligations, oral or written, expressed or implied, other than those contained herein, or confirmed in writing by the publisher and attached here-to.

3. Supply of Artwork and Copy Matter

(a) Where the advertiser contracts to supply their own artwork, this must be of suitable quality and to the correct size and must be supplied within 14 days from the recording of the verbal advertising agreement or email confirmation being received. No liability is accepted for damage howsoever caused to the advertiser's original artwork and advertisers are advised to insure goods in transit as required.

(b) Where the advertiser is not supplying their own artwork to the correct size and requests the publisher to prepare artwork, the advertiser must supply all copy matter necessary for preparation of the advertisement within 10 days of the signing the advertising agreement or contract. The publisher will then submit a proof which, if no response is not received within 3 days, will be assumed to be correct and the advertisement proceeded with. Any corrections or amendments to the proof will not necessarily entitle the advertiser to a further proof. The publisher will not be held responsible for poor reproduction of artwork if copy material supplied is of poor quality.

(c) If the advertiser fails to provide copy within the allotted time scales of the signing here-of, then the publisher reserves the right to prepare the artwork for the advertisement, which may be simple and only include the name, address and trade of the advertiser. The publisher will then submit a proof which, if not returned to the publisher within 3 days will be assumed to be correct and the advertisement proceeded with. The publisher will use its best endeavours to obtain copy of a suitable nature prior to this action.

(d) In all disputes between the advertiser and the publisher concerning the contents of the advertisement the publisher shall have the right to amend the advertisement in any way it may, in its discretion, see fit.

(e) The cost of preparing simple artwork will be born by the publisher. Artwork of a more complicated nature may incur a nominal charge.

4. Method of Payment

The full amount of the cost of the advertisement is payable on the signing here-of. As a concession the publisher will permit the advertiser to pay its advertising dues within 3 different scales:

(a) Payment in one go may be made with bank transfer or by credit card.

(b) The full amount of the cost of the advertisement will be invoiced around the first month of start date and payment is to be made no later than 30 days thereafter.

(c) Payment may also be made in equal amounts starting on the day of installation. These payments are only made by completing a Direct Debit mandate after you have signed the contract stating this is the way you wish to pay. If the Direct Debit is not returned within 10 days before the installation date the publisher will be able to invoice in full with payment then due in 30 days.

(d) If payment of the advertisement contract price is unpaid for after 30 days of the due invoice date, the full amount shall immediately become due and payable, the publisher reserves the right to charge interest at current inter-bank rate on any outstanding balances overdue for payment, currently 8% above base rate.

(e) The right to add to the overdue account the costs incurred by employing an agency or solicitors in recovering that overdue account. On any account not paid within our terms of trading we reserve the right to add to the account any costs incurred by us in instructing an agent or solicitor to act on our behalf in the recovery of the account. Accounts that go for collection will result in an immediate £100 administration fee plus VAT plus all recovery costs and interest.

(f) All payments becoming due and payable are to be made to the principle place of business of the publisher, save in the case of standing orders paid directly to the publishers bank as detailed on the standing order form.

5. Cancellation, Change, Closure or Disposal of Business

(a) Cancellation of this agreement at no cost will only be accepted within 3 days of the legally binding verbal contact being recorded or email confirmation being received. The cancellation will be accepted in writing sent by email only. The cancellation will only take effect once the email has been acknowledged by the Advertiser. Cancellation beyond 3 days before installation will be subject to a cancellation fee of 25% of the original contract amount plus admin fee of £50.00+VAT. After installation, cancellation will still result in the first year's fees still being payable. Cancellation of advanced booking of years 2 and 3 can take place any time prior to 3 months from date of commencement of the 2nd or 3rd year extension at no charge. After this time 25% of the extension will be payable.

(b) The advertiser hereby agrees that this contract cannot be cancelled and in the event of a closure, change of location or change in style or nature of the business this agreement shall still continue and all liabilities hereunder shall accrue to the advertiser. The advertiser may change the copy matter and location of the advertisement by agreement with the publisher however subsequent changes will incur a fee which will be notified once revised copy has been received.

(c) The advertiser hereby agrees that in the event of the disposal of the business the agreement shall continue and the advertiser will endeavour to pass on the terms, obligations and liabilities to any purchaser or successor in the title, in the event the advertiser does not procure such agreement, the liabilities under this agreement shall continue to accrue to the advertiser.

(d) The advertiser hereby agrees that in the event of a disposal, change of address or change in name or ownership of the distributor, the advertiser shall raise no objection to the advertisement appearing on the media where the advertisement occurs.

(e) The publisher shall endeavour to ensure that in the eventuality of a disposal or change in style or name of the distributors business, such successor in title to the distributors business and/or distribution rights shall honour the obligations and liabilities of the former distributor in the distribution of the publication in which the advertisement has been or will be displayed.

(f) The publisher reserves the right, in the eventuality that the advertising rights are withdrawn, or the advertisement is not accepted by the distributor, or that the distributor closes the principal place of distribution, to transfer the advertisement to an alternative, similar, publication for display within a similar (or greater) area of distribution. In the event that no similar sites or locations are available the publisher may cancel the advertisement and the advertiser shall only be liable for payment of a fee proportional to the period of actual display and distribution (if any) of the advertisement.

6. Warranty and Indemnity

The Advertiser warrants that:

(a) He will be responsible for obtaining and paying for all necessary licenses and consents for the display of any advertising or copyright material contained or the appearance of any person in his advertisement.

(b) No advertisement will be in breach of copyright or other rights or be defamatory of any third party.

(c) He will indemnify and keep indemnified the publisher against all claims, demands, proceedings, damages, costs, charges and expenses arising from breach of the above warranties or in any other way arising out of the publication of the advertisement or anything done as a result thereof.

7. Publication Date and Delivery

The publisher will endeavour to deliver the advert on the publication to the public as quickly as possible, but reserves the absolute right to determine the display / installation date. In the event of any delay in installation, such delay will not prejudice any of the terms and conditions herein contained. All quoted dates are intended as a guide only as to commencement of display and do not constitute part of the contract.

8. Trade Monopolies

The publisher retains the right to accept and publish advertisements of a like or similar business trade occupation or profession to that of the advertiser.

9. Distribution and Design

The publisher reserves full rights over the design and presentation of the advert and from time to time may vary the size/or design of the media that it's displayed on or alter its colour schemes and will not be liable to advise the advertiser of such alterations and any or all such changes shall in no way prejudice the terms and conditions of this agreement. The publisher also reserves the right to place any company types on the advert as the owner of the bin or other such medium.

10. Notices

(a) Any notices required to be given, hereunder shall be deemed effectively served if sent through the post, in the case of the advertiser to the last known place of business abode or its registered office as a company and in the case of the publisher to:

Cookham Waste Ltd

Unit 28, Lower Mount Farm
Long Lane, Cookham
SL6 9EE

(b) By interpretation this contract is deemed confirmed at the publisher's place of business.