

# Advertising policy



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# Website advertising

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## **1. Booking website advertising**

- 1.1 Website advertisements will be allocated on a strictly first come, first served basis.
- 1.2 Website bookings will only be considered once an official booking form has been completed and signed by the registered owner or authorised signatory of the business being advertised and received by North Somerset Council.
- 1.3 Advertising will commence on the first day of the calendar month and end on the last day of the month of the period requested.
- 1.4 If no advertisement spaces are available on your chosen webpage as indicated on your booking form you will be informed of the next available date that an advertisement may be placed. You will also be offered alternative advertising space on another page on the [www.n-somerset.gov.uk](http://www.n-somerset.gov.uk) website and advised of any difference in the banner advertising charge.
- 1.5 North Somerset Council has sole discretion to refuse applications for banner advertising on any grounds.

## **2. Payment**

- 2.1 Payment of the advertising charge must be made in advance and invoices will be issued once the booking form is received.
- 2.2 Advertisers may purchase advertisements for a minimum period of one calendar month or multiples thereof.
- 2.3 Advertising shall be provided for the period indicated by you on the original booking form. If you wish to request the banner advertising to continue for a further period, you must inform the council in writing at least five working days before the expiry of the current period. It will not always be possible to continue with your advertisement on the website after the expiry date of the original period if the banner advertisement space has been booked by another advertiser.
- 2.4 Full liability for the cost of the banner advertising resides with the signatory on the booking form. At no time can the liability for the advertising be passed to a third party. It is not the responsibility of North Somerset Council to recover the cost from a third party.
- 2.5 If the banner advertisement charge is not paid the advertising contract and the provision of the banner advertising services shall automatically terminate and your banner advertisement will be removed from the website.
- 2.6 North Somerset Council reserves the right to review and change advertising rates at any time.

### **3. Refunds/Cancellations**

- 3.1 Upon receipt of a signed booking form you are committed to the period indicated.
- 3.2 It is the responsibility of the signatory on the original booking form to advise North Somerset Council in writing should the advertising service no longer be required.
- 3.3 All refunds will be subject to a £25 administration fee.
- 3.4 Upon receipt of your written notification to cancel the banner advertising service, refunds will be calculated on a pro rata basis for any full calendar months remaining of the period.

### **4. Advertisement content**

- 4.1 By signing the advertising booking form advertisers confirm that the destination website URL for their banner advertisement is the address of a legitimate website owned by you or your website agent/designer.
- 4.2 North Somerset Council reserve the right to refuse or terminate the advertising contract and remove the banner advertisement from the [www.n-somerset.gov.uk](http://www.n-somerset.gov.uk) website if, in our reasonable opinion, your conduct, the content or design of your banner advertisement or destination website has or would cause offence or has brought or would bring the council or any other party into disrepute if we continued to provide the banner advertising services. North Somerset Council reserves the right at any time to edit or alter the presentation of the content of advertising.
- 4.3 The website shall not be used to store, display or publish any material which is pornographic; obscene; racist; likely to incite hatred against any person or group; infringes any copyright trade mark or other Intellectual Property Rights of any third party; or which breaches any applicable laws regulations or legally binding codes; or which is likely to cause annoyance inconvenience or anxiety to another internet user.
- 4.4 You warrant to the council that all necessary licences consents and/or waivers relating to your website shall be obtained and paid for so that the website is available to users without any liability to make payments to third parties; or infringing any Intellectual Property Rights of any third party.
- 4.5 You warrant that you own all Intellectual Property Rights in your advertisement or banner and you grant to the council a worldwide non-exclusive royalty-free licence for the period to copy use reproduce publish and display your advertisement/banner for marketing and promoting the council's website.

### **5. Supplying artwork**

- 5.1 Advertisers must supply web-ready artwork to the following specifications: 200 pixels high x 200 pixels wide, with a maximum resolution of 72 dots per inch. Files should be JPEG.
- 5.2 Advertisements must be received at least five working days prior to the commencement of your advertisement period.

5.3 In the event that deadlines are met by you but the advertisement does not appear on the website on the first day of the following calendar month, you will be refunded on a pro rata basis for any days on which your advertisement should have been displayed.

## **6. Miscellaneous**

6.1 You acknowledge and accept that computer and telecommunications systems are not fault free and may from time to time require periods of downtime (being periods during which the [www.n-somerset.gov.uk](http://www.n-somerset.gov.uk) website is not available to consumers) for the purposes of repair, maintenance and upgrading. Accordingly, we do not guarantee uninterrupted availability of the [www.n-somerset.gov.uk](http://www.n-somerset.gov.uk) website. You accept that you shall have no claim for breach of contract or otherwise in respect of any such period of unavailability.

6.2 The council is entitled to take down the website (or any part thereof) at any time and for any reasonable period in order to carry out or arrange the carrying out of necessary maintenance and support services or for any other reasonable cause.

6.3 Nothing in these terms shall be construed as creating a partnership or joint venture of any kind between the parties or as constituting either party as the agent of the other party for any purpose whatsoever and neither party shall have the authority or power to bind the other party or to contract in the name of or create a liability against the other.

6.4 For the purposes of the Contracts (Rights of Third Parties) Act 1999 this Agreement is not intended to and does not give any person who is not a party to it any right to enforce any of its provisions.

## **7. Law and jurisdiction**

7.1 These terms shall be governed by and construed in accordance with English law and the parties hereby submit to the exclusive jurisdiction of the English courts in respect of any dispute or matter arising out of or connected with these terms.

**Failure to meet these terms and conditions will result in your advertisement being removed from the [www.n-somerset.gov.uk](http://www.n-somerset.gov.uk) website.**

## **Roundabout sponsorship**

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### **1. Advertisement of opportunities**

1.1 As roundabouts reach the end of their sponsorship period or a new roundabout becomes available, North Somerset Council will advertise the opportunity to sponsor on their website ([www.n-somerset.gov.uk/roundabouts](http://www.n-somerset.gov.uk/roundabouts)) and email everyone on the council's sponsorship mailing list (email [tim.brown@n-somerset.gov.uk](mailto:tim.brown@n-somerset.gov.uk) to be added to this list).

- 1.2 Current sponsors will be advised when and where an advertisement is being placed. The advertisements will state the minimum reserve price and that any interested parties should email the council, by the closing date stated, with their bid for the coming year's sponsorship.
- 1.3 The council accepts no responsibility for lost or undelivered emails. The council will email all bidders on receipt of their bid. It is the bidder's responsibility to check the email has been received.
- 1.4 On the closing date, the highest bidder will be notified that they have secured sponsorship of the roundabout for the year. All other bidders will be notified by email that they have been unsuccessful.
- 1.5 The amounts bid are confidential and will not be shared.
- 1.6 If there is no interest shown by the closing date, signs will be erected on the roundabout with 'to sponsor call the council' – the first person to call and pay the minimum reserve price will sponsor that roundabout for a year.
- 1.7 All roundabout sponsorship arrangements will be subject to the terms and conditions set out below. The council reserves the right to decline any sponsorship.
- 1.8 Continuing sponsorships will renew immediately.

## **2. Definitions**

- 2.1 'Branding copy' is the artwork that you wish to place on the roundabout sponsorship sign.
- 2.2 'Sponsor' is your business and, more specifically, the signatory on the form. It is deemed that the signatory has full authority in all matters connected with the roundabout sponsorship and has final approval or amendment of the branding on the sign.
- 2.3 'Council' refers to North Somerset Council.

## **3. Acceptance of display of branding copy**

- 3.1 Only the sponsor branding will appear on the sponsorship sign. The full size of the roundabout sponsorship sign is 400mm high x 600mm wide. Your branding will be a maximum size of 250mm high x 600mm wide.
- 3.2 Branding copy should be supplied as a JPEG, illustrator file, TIF or EPS or the council can design it for you.
- 3.3 Branding copy is accepted subject to copy and illustrations being in accordance with the standards of North Somerset Council.
- 3.4 The sponsor can have different branding copy on each sign of the sponsored roundabout.

## **4. Highway safety**

- 4.1 Because of their location, roundabout signs are subject to additional highway safety criteria. No arrows can be placed on the sponsor's signs. Text should be kept to a minimum to avoid distracting motorists. Branding copy will be approved by the council's highways team before installation.
- 4.2 North Somerset Council reserves the right to refuse, without explanation, the sole or any part of, any branding copy and to limit the size of, or amend, any branding copy should it deem it necessary or desirable.

## **5. Permissions and copyright**

- 5.1 The sponsor must obtain permission from the owner of the copyright of any photograph or artwork embodied in the branding to reproduce the same in that connection.
- 5.2 The submission of copy containing a photograph or artwork shall be deemed to incorporate an agreement to indemnify the council against all civil actions, claims and demands (and all costs, and expenses incurred in connection therewith) that might result from the reproduction of such photograph or artwork.
- 5.3 All branding must comply strictly with the provision of the Trade Descriptions Act, 1968 and all other provisions of the law (whether criminal or civil), and is accepted for placement by the council in the normal course of business. The submission of branding copy by a sponsor shall be deemed to incorporate any agreement to indemnify the council and its officers against the consequences of all actions, claims and demands (and all costs and expenses incurred in connection therewith) that might result from the display of the advertising copy.
- 5.4 No branding copy will breach the copyright or other rights or be defamatory of any third party.
- 5.5 No liability is accepted by North Somerset Council for any error, or for the omission of the whole, or any part of, the branding copy, through any cause whatsoever, or for any damage or loss of any material supplied.

## **6. Delivery**

- 6.1 All branding copy has to be delivered within five working days of being awarded sponsorship. If this is not possible it may take more than four weeks to produce the sponsorship signs.

## **7. Duration**

- 7.1 The length of the sponsorship is for 12 months, which will run from the day the signs are erected.
- 7.2 From the confirmation of your booking it will take up to four weeks to produce and erect your chosen signs.

- 7.3 For roundabouts where the sponsorship is continuing from the previous year, the sponsorship period will run continuously from the end of the previous sponsorship. Where roundabout sponsorship continues, artwork may be changed once, free of charge.
- 7.4 Artwork may be changed at any time during the course of the sponsorship – a charge will apply.

## **8. Positioning**

- 8.1 All signs are placed according to Highways regulations. A sign will usually be placed at each entry point of the roundabout, facing traffic approaching the roundabout. The advertisement will specify how many signs are available on the roundabout being sponsored.

## **9. Looking after sponsorship signs**

- 9.1 If your sponsorship signs are damaged or become unreadable, the council will either replace or clean them at no extra cost. It is the council's responsibility to maintain the roundabout so signs remain visible to motorists.

## **10. Cancellation**

- 10.1 Once the sponsorship form has been completed and payment has been made, any cancellation within two weeks will result in the sponsor receiving a 50% refund of the invoiced total.
- 10.2 Cancellations received later than two weeks will be invoiced for the full amount.
- 10.3 The council reserves the right to cancel the sponsorship at any time. Sponsors will be refunded pro-rata, any monies remaining on the sponsorship period less costs incurred.

## **11. Accounts**

- 11.1 Changes of ownership: In cases where a business changes hands the signatory remains liable for the costs of the sponsorship until the council receives written confirmation from the new proprietors.
- 11.2 Outstanding accounts: Roundabout sponsorships will not be accepted from advertisers that have outstanding accounts with the council. Roundabout sponsorship will only be accepted once outstanding accounts have been cleared in full.
- 11.3 Invoicing: An invoice will be issued together with a sponsorship form. Validity of the sponsorship agreement and the production of signage will not commence until full payment has been received. Where a sponsorship is renewed, the sponsorship period will run continuously from the end of the previous sponsorship period.

## **12. Sponsorship fee**

- 12.1 The fee goes towards environmental enhancements across North Somerset.