

## Display Wall

	Cost for production of graphics	Weekly Rate	Monthly Rate	6 Monthly Rate	Annual Rate
<b>Seasonal display panel Left</b>	£150.00	£35.00	£120.00	£650.00	£1,295.00
<b>Seasonal display panel Right</b>	£150.00	£35.00	£120.00	£650.00	£1,295.00
<b>Large panel on display wall</b>	£65.00			£750.00	£1,395.00
<b>Small panel on display wall</b>	£65.00			£550.00	£995.00

## Digital Screens

30-second adverts played across six digital screens for a minimum of six hours per day all year round.

	Weekly Rate	Monthly Rate	6 Monthly Rate	Annual Rate
<b>Small to Medium Business/ Organisation (Up to 249 employees)</b>	£37	£150	£850	£1,495
<b>Large Business/Organisation (250 or more employees)</b>	£62	£250	£1,625	£2,995

Prices are based on receiving correctly formatted artwork or film. There is a charge for reformatting. Please ask for details.

Specification: Film – MP4 file at 16:9 screen size

Adverts – PowerPoint slide at 16:9 screen size

Local and charitable events can also be advertised – please contact Alison Warren on [alison.warren@rbwm.gov.uk](mailto:alison.warren@rbwm.gov.uk) or telephone **01753 743909**

To discuss your requirements and to make a booking please call Julia White on 01753 743918 or email [julia.white@rbwm.gov.uk](mailto:julia.white@rbwm.gov.uk)

# Official Website Advertising General Terms & Conditions

www.windsor.gov.uk



## 1. DEFINITIONS

1.1 For the purpose of this contract the following words shall have the following meanings:

**Booking Form:** The section of this contract which identifies the advertising options selected by the Customer and acknowledges that this transaction between the Customer and the Supplier constitutes a legally binding contract.

**Customer:** the company, organisation or other party identified on the Booking Form.

**Material:** All copyright materials provided by the Customer to the Supplier in connection with the Order and all updates, amendments, additions and revisions to them and any works, designs, or inventions incorporated or referred to in them for any purpose relation to the Order.

**Order:** The advertising option indicated on the Booking Form by the Customer.

**Advertising Options:** The section of this contract which provides detailed descriptions of options ordered by the Customer.

**Supplier:** The Royal Borough of Windsor & Maidenhead whose head office is The Town Hall, St Ives Road, Maidenhead, Berkshire, SL6 1RF.

## 2. COPYRIGHT: LICENCE

2.1 The Customer grants to the Supplier, with immediate effect, a nonexclusive, royalty-free licence to copy and make full use of any Material prepared and/or supplied by or on behalf of the Customer for any purpose relating to the Order.

2.2 This licence carries the right to grant sub-licences for any purpose relating to the Order.

## 3. COPYRIGHT: WARRANTY OF AUTHORITY

3.1 The Customer warrants that:

3.1.1 it is the sole legal and beneficial owner of, and owns all the rights and interests in, the copyright in all of the Material; and

3.1.2 in respect of any Material whose copyright is vested in third parties, it is authorised by such parties to grant the licence set out in clause 2 above.

3.2 The Customer shall notify the Supplier of any Material in respect of which it is not so authorised and shall exercise all reasonable endeavours to obtain such authorisation as soon as reasonably practicable.

## 4. COPYRIGHT: WAIVER OF MORAL RIGHTS

4.1 The Customer unconditionally and irrevocably waives, in respect of the Material, all moral rights to which the Customer may now or at any future time be entitled under the Copyright, Designs and Patents Act 1988 (CDPA 1988) [as amended from time to time]. This waiver is made in favour of the Supplier and shall extend to its sub-licensees.

## 5. COPYRIGHT: LIABILITIES TO THIRD PARTIES

5.1 The Customer undertakes to the Supplier that it shall, at its own cost:

5.1.2 obtain a written waiver of all moral rights that any of its employees, agents or consultants (or any other third party) may have under the CDPA 1988 in relation to any Material; and

5.1.3 indemnify the Supplier against all liabilities, costs, expenses, damages or losses (including any direct or indirect consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other professional costs and expenses) suffered or incurred by the Supplier arising out of or in connection with the Supplier's use of the Material and/or its exercise of its rights granted under clause 2 above.

## 6. WARRANTY OF ACCURACY

6.1 The Customer warrants that the information contained in the Material is true and accurate and if published will not constitute an offence under the Trades Description Act 1968 and 1972 (as amended from time to time), or any other statute, nor shall they infringe the British Code of Advertising Practice.

## 7. DELIVERY AND USE OF THE MATERIAL

7.1 If the Material is in respect of an advert:

7.1.1 it must be provided as:

7.1.1.1 finished artwork as detailed in the technical specification provided by the Supplier or where the Supplier is providing a design service the Customer must provide typed copy, colour images and logos of a high resolution.

7.1.1.2 Banner adverts – as detailed in the technical specification provided by the Supplier or where the Supplier is providing a design service the Customer must provide typed copy, colour images and logos of a high resolution.

7.1.2 The Supplier cannot be held responsible for the final quality and standard if images and artwork are supplied at less than 300dpi.

7.1.3 If images and artwork are supplied electronically, the Customer must ensure that they have retained the original electronic file.

7.1.4 Any photographic image supplied to the Supplier without clear instructions for masking and/or cropping will be handled at the sole discretion of the Supplier.

7.1.5 The Customer must have the written consent of the parent or guardian of any child which features in pictures contained in the Material.

7.1.6 If the Supplier provides proofs and the Customer fails to confirm approval, or notify amendments, by the deadline indicated the Supplier may, at its sole discretion, proceed to print without further reference to the Customer.

7.1.7 The Supplier will not accept responsibility for any error or faulty reproduction which results from the failure of the Customer, or his agent, to make corrections to proofs provided by the Supplier.

7.2 The Supplier reserves the right to reject without explanation the whole or any part of the Material or to limit the size or amend the Material at its sole discretion should the Supplier deem it necessary.

7.3 The position of the Material will be at the sole discretion of the Supplier.

## 8. LIMITATION OF LIABILITY

8.1 The Supplier shall accept no liability for any error or omission from the Material when published, nor shall the Supplier be liable for any costs, expenses, damages or losses (including any direct or indirect consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other professional costs and expenses) suffered or incurred by the Customer howsoever caused.

8.2 In any event, the Supplier's liability is limited to the refund of the charge paid by the Customer for the relevant part of the Order.

8.3 Neither the Supplier nor any of the Supplier's sub-contractors shall accept any liability for any loss or damage to the Material or other property owned by the Customer or otherwise used by the Customer in respect of the Order.

## 9. VARIATIONS

9.1 The Supplier may vary the options at its sole discretion.

9.2 The Supplier may vary any of the specific or general terms and conditions at any time without prior notice.

## 10. PRICE VARIATIONS

10.1 Additional charges may apply if:

10.1.1 the Material requires any special layout.

10.1.2 the Customer requests any author's corrections.

## 11. CANCELLATIONS

11.1 Notification of cancellation of an Order must be provided to the Supplier in writing.

11.2 No refund will be given for cancellations after start date stated on receipt of Order.

11.3 A cancellation charge of up to 50% of the value of the Order will apply for cancellations notified before start date stated on receipt of Order.

11.4 Cancellation charges will apply even if the product is subsequently resold by the Supplier.

11.5 In the event of cancellation by the Supplier a full refund will be provided except that no refund will be made in the case of cancellation due to force majeure, including extreme weather.

## 12. AGENCY COMMISSION

12.1 Agency commission is not paid.

## 13. LAW

13.1 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 Wales.