

## Visit Isle of Wight Limited Terms & Conditions:

1) **Advertisement** (includes standard Web page or any other advertisement feature purchased)

1.1 All web pages on [visitisleofwight.co.uk](http://visitisleofwight.co.uk) website will follow a standard layout.

1.2 Visit Isle of Wight Limited reserves the right to place advertisements in accordance with the design and functionality of the [visitisleofwight.co.uk](http://visitisleofwight.co.uk) website.

1.3 All photographs and copy submitted will be inspected on quality. Visit Isle of Wight Limited reserves the right to reject any substandard material that is not in line with the company's branding.

1.4 Visit Isle of Wight Limited shall be entitled at their discretion to edit and alter the presentation of any advertisement that is submitted. You will be informed of any changes.

1.5 By sending confirmation of the advertising the advertiser confirms that their website URL is the address of a bona fide website and that the content on the individual website is accurate.

1.6 It remains the responsibility of the advertiser to advise Visit Isle of Wight Limited of any changes to the details within the advertisement.

1.7 Visit Isle of Wight Limited is committed to promoting equality of opportunity for all the community and expects advertisers to support this aim.

## 2) Payment

2.1 Payment for web advertising must be made by a single transaction. Payment arrangements for advertising of £1,000 or over can be discussed with Visit Isle of Wight Limited.

2.2 Artwork produced by Visit Isle of Wight Limited will cost from £20. This artwork remains the exclusive property of Visit Isle of Wight Limited at all times.

2.3 Standard web page for Wight BID levy payers will appear on [visitisleofwight.co.uk](http://visitisleofwight.co.uk) for a 12 month period from September to August.

2.4 Standard web page for voluntary contributions will appear on [visitisleofwight.co.uk](http://visitisleofwight.co.uk) for a 12 month period from when payment has been received.

2.5 Once payment has been received Visit Isle of Wight Limited aim to make the web advertising 'live' within 7-10 working days. Please note that this is based on the advertiser providing the relevant detailed information to setup this web advertising.

2.6 Towards the end of the 12 month period Visit Isle of Wight Limited will contact the advertiser to renew. If the advertiser wishes to cancel, written confirmation (email or letter) should be sent to Visit Isle of Wight Limited.

2.7 Invoices will be sent out upon booking and must be paid within 30 days.

2.8 Advertisers can pay on the [visitwightpro.com](http://visitwightpro.com) website using their card details or Visit Isle of Wight Limited can take payment over the telephone or payment can be made via BACS.

2.9 Payment must be received before advertising is made 'live' - *does not apply to renewal advertising.*

2.10 If the invoice is not paid the contract and the provision for this service shall automatically terminate and the advertisement will be removed from the website – *applies to renewal advertising only.*

2.11 Advertisements will not be accepted from advertisers who have outstanding accounts with Visit Isle of Wight Limited relating to previous years' entries, until such time as all outstanding accounts have been cleared in full.

2.12 The advertiser will remain liable for payment if the advertisement is stopped, cancelled or postponed.

2.13 For accommodation providers participating in the Visit Isle of Wight Limited's online booking service there will be a £1 booking fee charge which is deducted from the total cost of the accommodation when the visitor completes the booking on [visitisleofwight.co.uk](http://visitisleofwight.co.uk). Please view the Online Booking Provider Agreement for further details.

## 3) Refunds

3.1 Upon receiving booking confirmation, you will be committed to this service period indicated by Visit Isle of Wight Limited. It is the responsibility of the advertiser to advise Visit Isle of Wight Limited in writing/email if the advertising is no longer required. Should cancellation and removal of this advertisement be required an administration charge of £20 plus VAT will apply. A refund will then be calculated pro-rata and based on any full months remaining.

3.2 Visit Isle of Wight Limited will not exceed the cost of the refund if, accidentally an advertisement appears incorrectly.

## 4) Booking

4.1 Web advertising and other advertising features will be allocated on a strictly first come, first served basis.

4.2 Bookings will only be considered by Visit Isle of Wight Limited once email/written confirmation has been made.

4.3 Visit Isle of Wight Limited has the right to refuse advertising bookings at their discretion.

4.4 A confirmation email will be sent by Visit Isle of Wight Limited to the advertiser once the features are 'live' on the website detailing the valid date of the advertising.

**4.5** The advertiser shall be responsible for checking the advertisement once 'live' and if necessary correcting the advertisement either by logging into Visit Isle of Wight Limited's system or emailing Visit Isle of Wight Limited with the changes required.

**4.6** The advertisement booking shall amount to acceptance of these conditions. Visit Isle of Wight Limited reserves the right to change these terms and conditions at any time.

## **5) Liability**

**5.1** Full liability for the cost of the entry resides with the advertiser that has booked the advertisement. At no time can the liability for the entry be passed to a third party. It is not the responsibility of Visit Isle of Wight Limited to recover the cost from a third party.

**5.2** Visit Isle of Wight Limited will not be liable for any loss or damage, consequential or otherwise, occasioned by error, inaccuracy or the failure of an advertisement from any cause whatsoever.

**5.3** Visit Isle of Wight Limited reserves the right to refuse or terminate the advertising contract and remove the advertisement from the website if the advertisers conduct, or the content or advertisers website has (or would) cause offence or has brought, or would bring Visit Isle of Wight Limited, or any other party, into disrepute.

**5.4** Visit Isle of Wight Limited reserves the right to, at any time, edit or alter the design, presentation, content and functionality of the website and advertiser pages/banners as necessary and without notice.

**5.5** The advertiser acknowledges and accepts that computer systems are not fault free and may from time to time require periods of downtime (being periods during which the website is not available to consumers) for the purposes of repair, maintenance and upgrading. Accordingly, Visit

Isle of Wight Limited does not guarantee uninterrupted availability of [visitisleofwight.co.uk](http://visitisleofwight.co.uk). The advertiser accepts that they have no claim for breach of contract or otherwise in respect of any such period of unavailability.

**5.6** Permission must be obtained from the owner of the copyright of any photograph or artwork given to Visit Isle of Wight Limited for the advertisement. Images and copy that can identify any person must only be used if such individual has given consent for the photo/copy to be published. The submission of images and artwork shall be deemed to incorporate an agreement to indemnify Visit Isle of Wight Limited against civil actions, claims and demands (and all costs and expenses incurred in the connection therewith) that might result from the reproduction of such photograph or artwork. The advertiser should ensure that they have appropriate indemnity insurance cover.

**5.7** All copy must comply strictly with the provisions of the Trade Descriptions Act 1968. The submission of copy by the advertiser shall be deemed to indemnify Visit Isle of Wight Limited against the consequences of any prosecution under the Act and all other civil proceedings. The advertiser should ensure that they have the appropriate indemnity insurance cover.

## **6) Privacy**

**6.1** Visit Isle of Wight Limited do not store advertiser's financial details.

**6.2** Information supplied to Visit Isle of Wight Ltd is held on secure computerised databases and will only be used to keep you informed of the benefits of the Wight BID levy/voluntary contribution scheme and any marketing, press and advertising opportunities. Please click [here](#) to view Visit Isle of Wight Limited's privacy notice.