

## Visit Isle of Wight Limited Terms & Conditions:

**Business Definition** – organisation / company / property / owner that enters into a contract with Visit Isle of Wight Limited.

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 Wight BID levy payers and Voluntary Contributors must provide Visit Isle of Wight Limited with the information to setup the web page. Alternatively Visit Isle of Wight Limited can use information from the business's website. However, Visit Isle of Wight Limited must receive written authorisation from the business for this web page to be created in this way.

1.4 Visit Isle of Wight Limited will aim to make the advertising 'live' within 7 working days. Please note that this is based on the business providing the relevant detailed information to setup this advertising. See 1.3 for further information.

1.5 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. Minimum requirements of images include high resolution, landscape format and minimum size of 750 pixels (wide) by 430 pixels (high) for standard web pages. Images for other placements on website may need to be a larger size.

1.6 Photographs and videos used in all advertising must have the correct permissions to allow Visit Isle of Wight Limited to use them. See 5.6 for more information.

1.7 Visit Isle of Wight Limited is entitled, at their discretion, to edit or alter the presentation of any advertisement that is submitted. You will be informed of any changes. See 5.7 for further information.

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

1.9 Text supplied must not be duplicated from anywhere else i.e. another website. Google will penalise Visit Isle of Wight's website for copied text and also the other website as well.

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

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

## 2) Payment

2.1 The Wight BID levy payment includes the benefit of a standard web page on [visitisleofwight.co.uk](http://visitisleofwight.co.uk) for a 12 month period from September to August. See 1.3 for web page requirements.

2.2 The voluntary contribution payment is towards the strategic marketing objectives and operation of Visit Isle of Wight Limited during and after the BID period conclusion.

2.3 The voluntary contribution payment includes the benefit of a standard web page on [visitisleofwight.co.uk](http://visitisleofwight.co.uk) for a 12 month period from when quote is accepted. See 1.3 for web page requirements.

2.4 Payment for additional 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.

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

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

2.7 Businesses can pay via BACS.

2.8 If the Wight Bid levy payment is not received within 3 months of receipt of the bill any standard web pages and additional advertising will be removed.

2.9 If Visit Isle of Wight Limited's voluntary contribution or advertising invoices, which includes renewals, are not paid within 2 months of the date of the invoice, the contract and the provision for this service shall automatically terminate and the advertisement will be removed from the website.

2.10 Advertisements will not be accepted from businesses that 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.

2.11 The business will remain liable for payment if they request the advertisement is stopped, cancelled or postponed.

## 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 business 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. Refund requests will be reviewed at the discretion of Visit Isle of Wight Limited on a per case basis. If agreed, the refund will be calculated pro-rata and based on any full months remaining.

**3.2** If the standard web page is not created Visit Isle of Wight Limited will not be liable to provide a refund. *See 1.3 for more information.*

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

**3.4** Visit Isle of Wight Limited reserves the right to remove, edit or alter any advertising due to the change of functionality. However, if the advertising is removed Visit Isle of Wight Limited will provide equivalent advertising value. Visit Isle of Wight Limited will not be liable to provide a refund.

**3.5** As the voluntary contribution is made towards Visit Isle of Wight Limited's marketing objectives and operation during and after the BID, Visit Isle of Wight Limited reserves the right to change or remove the benefits associated with the voluntary contribution and will not be liable to provide a refund on this basis.

**3.6** Visit Isle of Wight Limited will not be liable to provide a refund if any failure to comply with its obligations where the failure is caused by something outside its reasonable control. Such circumstances shall include, but not limited to, pandemics, supervening/intervening legislation, weather conditions, war, hostilities, civil commotion, inevitable accidents or any other circumstances amounting to force majeure. Visit Isle of Wight Limited will use its discretion regarding refunds as necessary.

**3.7** If the standard web page is removed from the website due to the payment to continue to support Visit Isle of Wight is not paid after the Wight BID year expires, the additional web advertising will be removed alongside the standard web page. Visit Isle of Wight Limited will not be liable to provide a refund for the additional web advertising costs and will use its discretion regarding refunds as necessary.

#### **4) Booking**

**4.1** Additional advertising features will be allocated on a strictly first come, first served basis.

**4.2** Bookings from businesses will only be accepted by Visit Isle of Wight Limited in writing (email/letter) and once confirmed by Visit Isle of Wight Ltd.

**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 business once the features are 'live' on the website detailing the valid date of the advertising.

**4.5** The business 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 and voluntary contribution booking shall amount to acceptance of these terms and 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 business 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 business's conduct, or the content or business's 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, remove, edit or alter the design, presentation, content and functionality of the website and business's standard web page/additional advertising as necessary and without notice. The business accepts that they have no claim for breach of contract or otherwise in respect of any removal or altering of any advertising. *See 3.4 for further information.*

**5.5** The business 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 visitors) 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 business 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, video or artwork given to Visit Isle of Wight Limited for the advertisement. Images, videos and copy that can identify any person must only be used if such individual has given consent for the photo/video/copy to be published. The submission of images, video 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, video or artwork. The business 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 business 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 business should ensure that they have the appropriate indemnity insurance cover.

**5.8** The voluntary contribution is made towards Visit Isle of Wight Limited's marketing objectives and operation during and after the BID, therefore the business accepts that they have no claim for breach of contract or otherwise in respect of any removal or altering of the benefits of the voluntary contribution.

**5.9** Visit Isle of Wight Limited shall not be liable for any failure to comply with its obligations where the failure is caused by something outside its reasonable control. Such circumstances shall include, but not limited to, pandemics, supervening/intervening legislation, weather conditions, war, hostilities, civil commotion, inevitable accidents or any other circumstances amounting to force majeure.

## **6) Privacy**

**6.1** Visit Isle of Wight Limited is committed to protecting and respecting the privacy of businesses under the General Data Protection Regulation.

**6.2** Visit Isle of Wight Limited do not store business's financial details.

**6.3** 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 or the voluntary contribution and any marketing, press and advertising opportunities. Please click [here](#) to view Visit Isle of Wight Limited's privacy notice.