

GENERAL CONDITIONS OF TRADING – RATCLIFFE FERNLEY MEDIA LIMITED

All Orders for display space placed by the Customer or Advertising Agency (the Customer) with Ratcliffe Fernley Media Ltd (the Company) are subject to these Conditions of Trading so far as they are not varied by any special conditions set out in the Order.

1. This Order is for the rental of space and/or production of an advertisement or other goods or service as specified overleaf unless otherwise specifically agreed in writing between both parties and all the Conditions of Trading below become effective on signing thereof and/or the placing of an Order to the Company by the Customer.
2. A Customer who is an Advertising Agency recognised as such by the Company shall be deemed to contract as Principal in all respects and as such will be responsible for the payment of accounts and will be deemed to have full authority in all matters connected with the placing of Orders and the approval or amendment of copy and will be bound by these Conditions of Trading in every respect. A Customer who is an Advertising Agency may not contract with the Company on behalf of any other Advertising Agency or similar organisation representing Advertisers unless such other Advertising Agency or other similar organisation is named on the Order form and is approved by the Company. Any person, firm or company, other than an Advertising Agency, recognised as such by the Company giving an Order for and on behalf of an Advertiser shall not under any circumstances be deemed to contract as a Principal but shall be regarded for all purposes as an Agent for a disclosed Principal.
3. Advertisement copy which does not comply with the terms of the UK Code of Non-broadcast Advertising, Sales Promotion and Direct Marketing (CAP Code, see <https://www.cap.org.uk/Advertising-Codes/Non-Broadcast.aspx>) and all subsequent additions and amendments thereto or infringes any legal requirements, or, in the opinion of the Company or the Advertising Site Owner, is objectionable, unsuitable, impracticable for any cause, likely to give offence, or, in the opinion of the Company or the Advertising/Sponsorship Site Owner, is prejudicial to the interests of the Company or the Advertising/Sponsorship Site Owner shall not be displayed and the Customer may be required immediately to remove any such advertisements and if required by the Company replaced with advertising material deemed by all parties to be acceptable. The Customer also indemnifies the Company against all actions, costs, claims and demands arising from the Customer using any illustration, material or copy matter which is an infringement of copyright or is of a libellous nature or in any way contravenes the said British Code of Advertising Practice or the Trades Description Act 1968.
4. All copy, designs and artwork or any other production designed, generated or created by the Company will become and remain the property of the Company on the signing hereof.
5. In the event of the late or non-delivery of Customers' own visuals, artwork and/or vinyls or other advertising copy or medium, or payment thereof, the display of the advertisement shall be deemed to commence from the contractual start date specified on the Order and payment for the display shall be calculated as from the specified date.
6. The Customer shall provide the Company with colour-accurate proof or recognised artwork for any logos, motifs, pictures, complex designs, or corporate lettering etc. which is required in the design.
7. The Customer is not, at any time, allowed to enter the private premises or contact the Advertising/Sponsorship Site Owner which is carrying the Customer's advert without first obtaining written permission from the Company who in turn will obtain written permission from the Advertising/Sponsorship Site Owner. The Advertising/Sponsorship Site Owner at its sole discretion reserves the right to withhold access onto its private premises.
8. All Orders for the rental of space are subject to the availability of vehicle/sites. The Company reserves the right to alter the start of the Order in line with vehicle, site or Company requirements without affecting the duration of the booked period or to terminate such Order on giving to the Customer notice in writing to that effect.
9. This Order will be invoiced on a monthly basis covering a closed one month period and must be paid within 30 days of the invoice due unless otherwise agreed on the front of the Head Office copy of this Order.
10. (a) All charges for display are payable in accordance with the terms specified in the Order. Where payment is made on the signing of an Order prior to formal acceptance of the Order by the Company, such payment shall be accepted by the Company as a deposit and in the event of non-acceptance of the Order by the Company shall be refunded in full to the Customer. In all other cases all charges shall be paid not later than 30 days following the date of the invoice. In default of payment the Company shall be entitled, without prejudice to its other remedies for breach of contract, to refuse to display the advertisement copy and to require any future accounts to be paid not later than ten working days before the in-charge date. The Company reserves the right to apply Statutory Late Payment Interest and compensation should payment not be received within the agreed credit terms. Interest will be charged at an annual rate of 8% above the current base rate.
(b) In the event of any part of an account rendered by the Company being disputed by the Customer, payment in respect of that part only may be withheld pending settlement of the dispute. The remainder of the account shall be paid in accordance with Clause 10(a) above.
11. Should an invoice not be paid by the 30 day due date as set out in 10(a) then the Company shall utilise such processes as it deems reasonable to recover the debt. Any costs expended by the Company in the pursuit of the debt shall be chargeable to the Customer and be payable to the Company immediately upon presentation of an invoice for those costs.
12. Should an invoice not be paid by the 30 day due date as set out in 10(a) then the Company has the right to cancel the Order as set out in 22(a) ii)
13. The Company reserves the right to increase the price payable in respect of any Order in proportion to the cost to the Company of any increased taxation, levy, duty or other charge imposed by law or alternatively if the Company is prohibited by law from passing on the burden of such imposed increase to the Customer and in the opinion of the Company such imposed increase would render any Order unprofitable to the Company, the Company may at its sole discretion terminate such Order on giving to the Customer notice in writing to that effect.
14. A Customer supplying their own posters must deliver them to the Company's poster depot not later than ten working days before the contractual start date. The Company accepts no responsibility for the durability and longevity of posters supplied by the Customer.
15. A Customer supplying their own vinyls for advertising on vehicles MUST supply them on a recognised removable vinyl (preferably 100 microns) such as: Ritrama Ri Jet 100, Avery MPI - 3001, Mactac - 826R.
16. Any change of design of vinyls or other advertising medium, which requires re-posting, will be charged at a rate as stated in the Company price list at that time.
17. The Company reserves the right to alter its prices at any time.
18. If the Customer shall become bankrupt or make any assignment or arrangement for the benefit of the Customer's creditors or being a Company, shall go into liquidation otherwise than for the purpose of reorganisation or amalgamation or if a Receiver or Administrator shall be appointed of the whole or any part of the Customer's undertaking, or if any monies to be paid by the Customer to the Company under this contract shall be in arrears for 30 days (whether demanded or not) or there shall be a breach by the Customer of any Term or Condition of this contract, it shall be lawful for the Company by notice in writing to the Customer to terminate this contract forthwith without prejudice to any right of action or remedy of the Company then subsisting.
19. Should a purchase order be received by the Company from a Customer, the Company will allocate an Order number to that purchase order and send a copy of the Company's Conditions of Trading applicable to that Order number to the Customer which will be the Conditions of Trading for that Order.
20. The Company is not liable for any consequential losses to the Customer or any third party arising from any circumstances created by this Order.
21. On production-inclusive Orders, only one design is allowed per panel type per Order. Further designs may be ordered at the price applicable on the production rate card in force at the time of ordering.
22. (a) Cancellation will become effective from the next advertising period for which you would be invoiced following the date on which the Company receives the cancellation notice.
 - i) To cancel an Order, WRITTEN notice must be sent to the Company by Recorded Delivery (or its future equivalent)
 - ii) Should the Customer fail to comply with any Conditions of Trading, the Company may cancel this contract by issuing written notice to the Customer.
- Or (b) Upon notification of cancellation, the rate(s) for the revised Order period will be charged, from commencement to cancellation date, at the rate applicable for this shortened period as per the Company's rate card in force at the time the Order originated.
- Or (c) Upon receipt of any cancellation notice, the Company will send a cancellation invoice of
 - i) Six months contracted rental price (or the length of the remainder of the Order if less than six months)
 - ii) 50% of the remaining Order value, whichever of the above is the greater, by Recorded Delivery (or its future equivalent) to be paid within seven days of receipt.
- (d) In the event of a partially or fully production-inclusive Order (as defined by the Company) being cancelled, the full outstanding production costs (as determined by the Company and notified to the Customer upon acceptance of the Order) will become chargeable. An invoice will be sent to the Customer to be paid in full within seven days of receipt.
- (e) On production-only Orders any outstanding production monies owed to the Company by the Customer at the time of cancellation must be paid immediately upon notification of cancellation.
- (f) Upon cancellation of the Order it is up to the discretion of the Company whether to affix or leave in place or remove the relevant posters unless otherwise specifically requested in writing by the Customer at the time of cancellation.
- (g) In order to return the advert site(s) back to their original condition(s) before the advert(s) were affixed or painted, reasonable charge will be made by the Company to the Customer to be paid immediately before cancellation becomes effective.
- (h) Cancellation charges apply immediately upon signing of this Order by the Customer irrespective of adverts being displayed.
- (i) In the event of advanced payment having been made by the Customer, all the above conditions (i.e. 22a – 22h) must be fulfilled before a credit for the residual amount is issued.
- (j) In some circumstances the Order is agreed and signed for on a "Till Cancelled" basis. In these circumstances the Customer or the Company can write to the other party to cancel the Order at any time. If cancellation is requested by the Customer, this cancellation will become effective 30 days after WRITTEN notice is sent to the Company by Recorded Delivery (or its future equivalent) unless otherwise agreed with the Company at the time of signing the Order.
23. (a) If this Order is cancelled prior to design and before the contractual start date then a cancellation fee of the equivalent of three monthly payments or £200, whichever is the greater, will be made. Should this sum not be paid within seven days then the full cancellation charge as determined by Clause 22 shall come into force.
(b) If this Order is cancelled prior to design but after the contractual start date then a cancellation fee of the equivalent of three monthly payments or £200, whichever is the greater, will be made and the space rental fees from the contractual start date to the end of the month in which written cancellation is received becomes immediately payable. Should this sum not be paid within seven days then the full cancellation charge as determined by Clause 22 shall come into force.
24. If for any reason the full Order requirements are not fulfilled or the Company deems the Order commercially non-viable, the Company reserves the right to reduce or terminate the Order accordingly; the Customer becoming liable for the reduced Order value from the date at which the Order reduction became effective.
25. The Company assumes that the signatory of the Customer is the Authorised Representative of the Customer and as such binds the Customer to the Order and these Conditions of Trading. If the Customer is deemed a partnership or sole trader concern then the signatory and all other partners at the time of the contract agreement are bound by the terms of this agreement.
26. The Conditions of Trading cannot be altered by a Customer or their client unless the changes are written on the front of this Order and are not superseded by the issuance of any terms and conditions by the Customer, their client or any third party unless expressly agreed to and confirmed in writing by the Managing Director of the Company.
27. This Order will become binding upon the Customer's signature.
28. The Company and/or the Advertising Site Owner may affix any other type, style, colour or design of advertisement to any portion of a vehicle/site which is not covered by current advertisements. Should a Customer require that certain advertisements should NOT be placed on a vehicle or static site on which they are advertising, then a 50% surcharge on the Order price will be payable.
29. Due to nature of the product, the Company accepts no responsibility for any vehicle carrying advertisements, which for any reason beyond the Company's control are not running on service for any length of time, nor for any static site not displaying an advert, nor for any adverts which become damaged or dirty. However the Company will endeavour to remedy these situations to the best of its ability.
30. The Company does not represent or warrant that any vehicle will necessarily run or continue to run on any particular route during the period of this contract.
31. Vehicles on which adverts are fixed must comply with legal requirements to display various statutory signage of an operational and warning type. Additionally there may be vehicle manufacturers' name plates. The Company takes care to include provisions for these signs in the designs it creates but reserves the right to amend Customer-approved artwork to incorporate the positioning of these and future signs.
32. In order to fulfil the Order duration it may be necessary to replace an advert onto another vehicle, which may require limited changes to the design to make it fit the replacement vehicle. The Company will endeavour to replicate the advert as closely as possible but reserves the right to amend Customer-approved artwork to allow for vehicle changes.
33. A School Service is one which may only operate in the mornings and evenings around school start and finish times and may be on the road for a few hours per day and only during school term time. Many do additional contract and private hire at other times but this cannot be guaranteed.
34. Due to the continually changing traffic, operational, legal and bus company requirements, the Company reserves the right to apply an advert from an Order, which may specify any rear advert on a minibus or may specify any rear advert on a single deck bus to either a minibus or a single deck bus.
35. In a stand-by campaign, the Company will endeavour to display posters for an average of at least 40% of the time booked, to be displayed at any time during that booked period. Due to the nature of a stand-by campaign, the Company cannot guarantee to display any panels at any specific times. Should the 40% target not be achieved, a sum equivalent to the shortfall of the space rental cost will be refunded annually. As a stand-by campaign incorporates both nearside and offside panels of vehicles, it should be noted that these panels are both valued the same for stand-by campaigns.

It is agreed and declared that this agreement contains all the Terms and Conditions between the parties hereto and that the Company has made no warranty (verbal or otherwise) except as expressly stated herein and that all correspondence or verbal communications are to be regarded as superseded and not forming part of this contract. Prices quoted are subject to revision for errors or omissions at any time. The Conditions of Trading may be changed at any time at the discretion of the Company, providing such change is sent to the Customer by pre-paid post at the address shown on the Order or at the place of business last notified to the Company.