



Visit Hampshire Advertising Terms and Conditions

1. Background

- 1.1 By completing the Visit Hampshire Promotional Marketing Opportunities application form the advertiser wishes to place an "Advertisement" for **the listed Organisation/company** on the Visit Hampshire website, as stated in the booking form ("the Booking").
- 1.2 Hampshire County Council has agreed to include the Advertisement on the Visit Hampshire website in accordance with the terms and conditions contained herein.

2. Approval of the Advertisement

- 2.1 The Advertiser shall supply a copy of the proposed Advertisement to the Council for approval prior to the Advertisement being placed in accordance with the Booking.
- 2.2 The Council shall be entitled at its sole discretion to refuse the inclusion of any Advertisement on the Website.
- 2.3 In circumstances where the Council refuses inclusion of any Advertisement on the Website the Council may:
- (a) cancel the Booking by giving notice in writing to the Advertiser; or
 - (b) require the Advertiser to amend the content of the Advertisement. If the Advertiser fails to make the required amendment under this clause or if such amendment does not meet the approval of the Council then without prejudice to clause 2.3 (a) the Council may cancel the Booking by giving 4 weeks notice in writing to the Advertiser.

3. Availability of Advertising Space

- 3.1 The Advertiser acknowledges that the Booking is made subject to the availability of space for the Advertisement on the Website. If the Council cannot place the Advertisement in accordance with the Booking due to a lack of space on the Website then the Council will advise the Advertiser as soon as possible.
- 3.2 In the event that Advertisement cannot be placed pursuant to Clause 3.1 above then the parties may agree an amendment to the terms of the Booking or either party may cancel the Agreement by giving notice in writing to the other party.
- 3.3 The Advertiser acknowledges 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 website is not available to consumers) for the purposes of repair, maintenance and upgrading and that the Council will not guarantee uninterrupted availability of the Website.

3.4 The Advertiser accepts and agrees that it shall have no claim for breach of contract or otherwise in respect of any such period of unavailability of the Website under clause 3.3 above.

4. Liability for the Advertisement

4.1 The Council accepts no liability in relation to the content of any Advertisement and the Advertiser shall indemnify the Council against any claim, loss, damage and/or expense that the Council may incur as a direct or indirect consequence of content of the Advertisement or publishing the Advertisement in accordance with the instructions of the Advertiser.

4.2 The Advertiser hereby warrants that the Advertisement does not infringe the intellectual property rights of any third party.

4.3 The Advertiser further warrants that the Advertisement complies with all relevant statutory requirements and does not breach any relevant advertising codes or guidance issued by the Advertising Standards Authority or any other competent body.

4.4 The Council shall be under no liability for any delay or failure to deliver the Booking or otherwise perform any obligation as specified in this Agreement if the same is wholly or partly caused whether directly or indirectly by circumstances beyond its reasonable control.

4.5 Nothing in Agreement excludes or limits the liability of either party for death or personal injury caused by negligence or any other liability which may not otherwise be limited or excluded under applicable law.

4.6 Subject to clause 4.5 the Council's aggregate liability (whether in contract, tort or otherwise) for loss or damage shall in any event be limited to a sum equal to the amount paid or payable by the Advertiser for the Advertisement in respect of one incident or series of incidents attributable to the same clause.

4.7 In no event shall the Council be liable to the Advertiser for: loss of profits, business, revenue, goodwill or anticipated savings; and/or indirect or consequential loss or damage.

5. Price

5.1 The price to be paid to the Council for the Booking shall be the "Charge". The Charge excludes VAT. The Council shall deliver to the Advertiser an invoice for the price of the Booking in advance of the Advertisement being placed on the Website and the Advertiser shall pay the Charge for the Booking within 30 days of receipt of the Council's invoice.

5.3 In requesting the Booking the Advertiser is asking the Council to book advertising space for a period ("Term") and once the Advertiser has returned this Agreement it will not be able to cancel the Booking and will remain liable for payment of the price for the period of the Booking. This Clause shall not affect the Advertiser's right to cancel the Agreement in accordance with Clause 3.2.

5.4 If the Council has incurred any design costs on the Advertiser's behalf it shall invoice the Advertiser for that amount.

- 5.5 If the Charge or any cost under 5.4 is not paid to the Council within 30 days of receipt of valid invoice, the Council will be entitled to terminate this Agreement with immediate effect and the Advertisement will be removed from the website.
- 5.6 A refund of the Charges will only be payable by the Council to the Advertiser under clause 3.2 and will be calculated on a pro-rata basis from the date of termination to the remainder of the Agreement term.

6. General

- 6.1 A person who is not a party to this Agreement shall not have any rights under or in connection with it by virtue of the Contracts (Rights of Third Parties) Act 1999.
- 6.2 The Advertiser acknowledges that the Council is subject to the requirements of the Freedom of Information Act 2000 and the Environmental Information Regulations 2004 may be obliged to disclose information in relation to this Agreement without consulting the Advertiser.
- 6.3 This Agreement and any dispute or claim arising out of or in connection with it or its subject matter shall be governed by and construed in accordance with the laws of England and Wales.

Contact details

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Visit Hampshire Advertising Policy

1. General Approach
 - a. Visit Hampshire is the consumer facing tourism brand for Hampshire County Council. Visit Hampshire is run by the Economic Development Office within the Economy Transport and Environment Department.
 - b. Hampshire County Council (“the Council”) is looking to generate revenue from advertising and, wherever possible, will therefore permit advertising on the Visit Hampshire website.
2. Prohibited products, services and advertisers
 - a. The basic approach taken by the Council is to maximise the number of advertisements and advertisers which are permitted and encouraged to advertise and minimise the number that are prevented from doing so by any policy controls or restrictions.
 - b. All Visit Hampshire adverts are required to be contextually relevant.

- c. The Council will not run advertising that could be considered socially or politically contentious or which conflicts with the policies, values or statutory obligations (eg equalities legislation) of the Council. Decisions on this will be at the Council's sole discretion.
3. The specific categories of organisations, products or services which may not advertise or be advertised are as follows:
 - a. Types of organisations:
 - i. Political organisations or those that appear to be designed to affect public support for any political party
 - ii. Manufacturers of tobacco products
 - iii. Advertising from any organisation associated with 'adult industries'
 - iv. Organisations in a financial or legal conflict with the Council will not be permitted.
 - b. Types of products and services:
 - i. Tobacco
 - ii. Gambling
 - iii. Weaponry
 - iv. Illegal
 - v. Pornography
 - vi. Adult content
 - vii. Advertising which has an overtly sexual 'tone'
 - viii. Religious
 - ix. Advertising which relates to any political or lobbying campaign, petition or similar will not be permitted.
4. Style and content of advertising
 - a. The Council wishes to take an equally open approach to styles of advertising and all available placements and formats are highlighted in the Visit Hampshire Promotional Marketing Opportunities Document.
 - b. Advertisers must however recognise that public sector organisations cannot permit advertising which is sexual in nature, which features partial or complete nudity or which appears to promote or give undue publicity to illegal or even just inappropriate behaviour or lifestyles.
 - c. The Council's or Visit Hampshire's logo shall not be incorporated into any advertisement without consent in writing from the Council.
 - d. It is the responsibility of the advertiser to check the correctness of their advertisement (and of each insertion of the advert if more than one).
 - e. The Council will endeavour to meet the advertiser's requirement for preferred positioning but retains the final decision on such positioning.

- f. The Council may give advertorial or advertisements deemed to look like advertorial, a border or an 'advertorial' or "featured" header to make readers aware that the text is not part of the Council's editorial.
- g. All pictures and text submitted will be inspected on quality. The Council reserves the right to reject any substandard material. The Council 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.
- h. At all times the Advertiser shall comply with the Data Protection Act 1998.

5. Approval and booking process

- a. Acceptance of any advertisement does not imply endorsement of any particular products or offers or that the Council is responsible for their quality and reliability, and the Council accepts no liability for any loss or damage arising out of or in connection to any advertisement appearing in its publications, communications or on the Website.
- b. However, the Council reserves the right to refuse any individual advertisement not deemed appropriate without explanation and can remove any advertisement immediately, if necessary.
- c. All paid listings (Silver Enhanced and Gold Enhanced) last for a duration of 12 months. Platinum Products duration vary, and are detailed below;

Mega Nav - 3 months

Homepage Featured business - 1 month

Section Hero image carousel - 3 months

Section featured business image - 3 months

Email Solus, Email Sponsored Business Placement and Sponsored Blog are single placements (unless multiple are booked).

Towards the end of each year The Council will contact you regarding your paid listing (Silver or Gold).

If you decide not to renew the provision for this service shall automatically terminate and your listing will revert to Basic.

- d. 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 website is not available to consumers) for the purposes of repair, maintenance and upgrading. Accordingly, we do not guarantee uninterrupted availability of the website. You accept that you shall have no claim for breach of contract or otherwise in respect of any such period of unavailability.