

# thisisedinburgh.com Advertising Terms and Conditions

## 1. Booking banner advertisement space

- 1.1 Banner advertisements will be allocated on a first come, first served basis.
- 1.2 Advertising slots on thisisedinburgh.com may be shared with up to five other advertisers, depending on demand.
- 1.3 Advertising bought directly through Marketing Edinburgh will be sold in blocks of 30 days ("service period"). This includes banner advertising, sponsored content and what's on listings.
- 1.4 If you would like Marketing Edinburgh to design your banner advertisement, all requested material must be received by Marketing Edinburgh at least 10 working days before the commencement of your banner advertisement service period. If you are supplying your own banner advertisement it must be received by Marketing Edinburgh at least 5 working days before the commencement of your banner advertisement service period. In the event that the deadlines are met by you but the banner advertisement does not appear on the website on the first day of the agreed service period you will be refunded on a pro rata basis for any days on which your advertisement should have been displayed.
- 1.5 If no banner advertisement spaces are available to meet your initial request, you will be informed of the next date that a banner advertising space may be available.
- 1.6 All applications for banner adverts from non Marketing Edinburgh members will be reviewed prior to being accepted and Marketing Edinburgh has sole discretion to refuse banner advertising on any grounds (see Ad Guidelines).

## 2. Payment

- 2.1 The cost of purchasing banner advertising on the website will be known as the "banner advertising fee".
- 2.2 Payment of the banner advertising charge shall be made by you to us either by Direct Debit, cheque or 28 day invoice.
- 2.3 Advertisers may purchase banner advertisements for a minimum service period of 30 days or multiples thereof up to a maximum of 12 months.
- 2.4 Payment may not be made for periods any less than the service period. If you require the provision of banner advertising for any part of the service period, payment of the banner advertising charge must be made in full (e.g. if a banner is required for 15 days, the banner advertising charge will be based on a 3 month service period).
- 2.5 Banner advertising shall be provided for the service period indicated by you on the booking form. If you wish to request the banner advertising to continue for a further service period, you must inform us at least 5 working days before the expiry of the current service period. Please note it will not always be possible to continue with your advertisement on the website after the expiry date of the original service period if the banner advertising space has been booked by another advertiser.
- 2.6 If space is available on thisisedinburgh.com, and you confirm in writing that you would like to continue with your advertisement on the website you will be deemed to have commenced a new service period.

- 2.7** Full liability for the cost of the banner advertising resides with the signatory on the booking form. At no time can the liability for the advertising be passed on to a third party. It is not the responsibility of Marketing Edinburgh to cover the cost from a third party.
- 2.8** If the banner advertisement charge is not paid the advertising contract and the provision of the banner advertising services shall automatically terminate and your banner advertisement will be removed from the website.
- 2.9** Marketing Edinburgh reserves the right to review and change banner advertising rates at any time.

### **3. Refunds/Cancellations**

- 3.1** Upon receipt of a signed booking form, you are committed to the service period indicated.
- 3.2** It is the responsibility of the signatory on the original booking form to advise Marketing Edinburgh in writing should the banner advertising service no longer be required prior to the commencement of the service period. Once a service period has commenced, no refunds will be given.

### **4. Banner advertisement design**

- 4.1** Banner advertisements should be supplied by you in the appropriate format as detailed by Marketing Edinburgh. Alternatively, at your request, and agreed charge, Marketing Edinburgh will design a standard format banner advertisement for you
- 4.2** If you require Marketing Edinburgh to design your standard format banner advertisement you will need to supply the information required upon request within the deadlines set out in clause 1.4. Once Marketing Edinburgh has prepared the banner advertisement a copy will be sent to you and you will be given the opportunity to make comments on the design. Any changes made to the design will be made at the discretion of Marketing Edinburgh.
- 4.3** Once the banner advertisement is uploaded onto thisisedinburgh.com you may request a maximum of 1 amendment per Service Period. Any changes made to the design will be made at the discretion of Marketing Edinburgh.
- 4.4** Marketing Edinburgh shall be entitled at our discretion to edit and alter the presentation of any information which you may submit. You will be informed of any changes made.
- 4.5** All banner advertisements supplied by you will be inspected for quality. Marketing Edinburgh reserves the right to reject any material it considers to be substandard or not in accordance with the design and functionality of the website.

### **5. Advertisement content**

- 5.1** By signing the Banner Advertising Booking Form you confirm that the destination website URL for your banner advertisement is the address of a bona fide website owned by you or your website agent / designer.
- 5.2** Marketing Edinburgh reserve the right to refuse or terminate the advertising content and remove the banner advertisement from the thisisedinburgh.com website if, in our reasonable opinion, your conduct, the content or design of your banner advertisement or destination website has or would cause offence or has brought or would bring us or

any other party into disrepute if we continued to provide the banner advertising services.

**6. Miscellaneous**

**6.1** In order for you to assess the effectiveness of your advertising campaign, Marketing Edinburgh will monitor the number of clicks made on your banner advertisement and make this information available to you on a regular basis and upon request.

**6.2** 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 thisisedinburgh.com website is not available to consumers) for the purposes of repair, maintenance and upgrading. Accordingly, we do not guarantee uninterrupted availability of the thisisedinburgh.com website.

FAILURE TO MEET THESE TERMS AND CONDITIONS WILL RESULT IN YOUR BANNER ADVERTISEMENT BEING REMOVED FROM THE THISISEDINBURGH.COM WEBSITE