



## ***Digital Screen Advertising*** **Terms & Conditions** **of Advertising**

This document sets out our General Terms & Conditions and provides a customer guide to working with **madfrog**

For advertising enquiries please contact:  
Claire Ede - Sales Director: 07375 368773  
claire@madfrog.co.uk

For production & technical enquiries please contact:  
Bob Ede - Director: 07506 834803  
bob@bobedetv.com

**madfrog** is a trading name of:  
Bob Ede TV Limited | Registered Office | North Cottage Studios  
St Peters Road | Hayling Island | PO11 0RT  
Bob Ede - Director: 07506 834803 | Office: 02392 637749  
Company No: 05923499. VAT: 287505082

## madfrog GENERAL TERMS AND CONDITIONS

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### 1 DEFINITIONS

1. "Advertisement" copy means advertising material intended for display by the Contractor on the **madfrog** Digital Signage Estate.
2. "Agreement" means a legally binding agreement between the Parties consisting of the Terms and Conditions and Confirmation of Order and any other terms signed in writing between the Parties from time to time.
3. "Confirmation of Order" means the document headed "Order" which shall be sent via email to the Principal for signature confirming the order for advertising with **madfrog** and once signed as confirmed by the Principal, returned to the Contractor via email as referred to in clause 13 below.
4. "Contractor" means Bob Ede TV Limited trading as **madfrog** whose registered office is at North Cottage, St Peters Road, Hayling Island, Hants. PO11 0RT.
5. "Guide" means the document entitled "**madfrog** Production and Advertising Information" of which these Terms and Conditions form part.
6. "Due Date" means the date by which payment is due under clause 5 below as specified on the Confirmation of Order.
7. "Fee" means the amount specified in the Confirmation of Order.
8. "In Charge Date" means the date from which the specified Advertisement Copy will be displayed and the campaign shall commence being the date (or the first Monday following such date) specified as the "In Charge Date" in the Confirmation of Order.
9. "Landlord" means the person, firm, or company with whom the Contractor has a concession to display advertising on their vessels or property.
10. "Month" means a calendar month.
11. "Order" means an order submitted by the Principal to the Contractor for the display of Advertisement Copy.
12. "Parties" means the Contractor and Principal.
13. "Posting Period" shall mean the periods specified in the Order corresponding to the Production Specification for each Vessel or Site as further described in the Guide within which the Contractor will post advertising displays of advertisement Copy.
14. "Principal" means the person specified as such and who submits an order.
15. "Production Specifications" means the last published document headed Production Specifications and Charges, also referred to as Appendix 1, published by the Contractor.
16. "Sites" means the locations at which the Contractor may display advertisements of the types listed in the Guide.
17. "Special Advertisement" means "Premium Displays", "Touch Screen Displays", or any other product designated as a "Special Advertisement" by the Contractor.
18. "Terms and Conditions" means the terms and conditions set out on pages 2 – 10 of this document only.
19. "Week" means a seven day period from Monday to Sunday.
20. "Working Day" means any day from Monday to Friday inclusive except UK Bank Holiday or UK Public Holiday.

## **2. Application of these Terms and Conditions**

1. The Principal shall be ultimately responsible for the payment of Fees and shall be deemed to have full authority in all matters connected with the placing of the Order and the approval or amendment of advertisement Copy. A media Agency or specialist media buyer shall be regarded for all purposes as the Principal unless such person firm or company is accepted in writing as an agent for another party acting as Principal by the Contractor. **madfrog** Sales Director and the authorized person named in an Order will have authority to agree any amendments to and approval of Advertisement Copy for the Contractor and the Principal respectively.
2. The Terms and Conditions together with any additional terms set out in the Confirmation of Order will be legally binding on the Contractor and the Principal in respect of each Order submitted by the Principal ten (10) Working Days after the date of the Confirmation of Order unless either:
  - (i) the Principal notifies the Contractor of an objection to the Confirmation of Order within such period; or
  - (ii) a shorter timescale is agreed in writing between the Parties.No other terms and conditions shall be binding upon the Parties unless set out in writing and signed by both Parties.
3. All Orders shall specify the name of and be signed by the Principal (otherwise the Order shall be deemed to have been rejected by the Contractor and this rejection confirmed to the Principal). The Confirmation of Order and these Terms and Conditions will be deemed to be an accurate record of all the terms of the legally binding agreement between the Parties with respect to the corresponding Order unless the Contractor is informed to the contrary in writing within 10 Working Days of dispatch of such Confirmation of Order by the Contractor or before the date of the commencement of display of such advertising whichever shall be earlier.
4. Any Orders accepted shall only be used for displaying the Advertisement Copy specified in the Confirmation of Order.

## **3. DISPLAY OBLIGATIONS**

1. The Contractor will (subject to clause 2 above) unless otherwise agreed display the Advertisement on Vessels or Sites in accordance with the Posting Period and subject to clause 4, from time to time as necessary refresh them out of stocks to be provided by or at the expense of the Principal.
2. When the Principal is entitled under the Confirmation of Order to a change of Advertisement Copy on display on a given Vessel/s or Site and stipulates a date upon which such a change should be commenced the Contractor shall complete such change within any period specified in the Posting Period as if the stipulated date were the In Charge Date for a new Campaign provided the Contractor has received the relevant Advertisement Copy in accordance with clause 4 below.
3. In the case of general and/or pre-selected distribution campaigns the Contractor reserves the right to display Advertisement Copy on Vessels or Sites using its discretion and to substitute planned Vessels or Sites for other Vessels or Sites of a similar quality where the Contractor considers this is necessary for operational reasons.

4. The Fees include the maintenance of display of Advertisement Copy on Vessels or Sites in good condition provided the Contractor has been supplied with any necessary replacement Advertisement Copy requested by the Contractor from time to time in accordance with clause 4.
5. The Principal will only provide photographs of displayed Advertisement Copy on Vessels or Sites if expressly agreed in the Confirmation of Order.

#### **4. SUPPLY OF MATERIAL**

1. All Advertisement Copy (subject to any other terms in the Confirmation of Order) is to be delivered carriage paid and shall be supplied to the Contractor at the place(s) and within the time specified in the Confirmation of Order. All Advertisement Copy shall be produced and supplied to the Contractor in accordance with the Production Specifications. (See Appendix 1)
2. In the event that the Parties agree that the Contractor will undertake production of Advertisement Copy then the Principal shall provide all necessary detail to allow such production to be undertaken 4 weeks before the In Charge Date and the parties will agree terms relevant to such Production.
3. The Contractor shall be supplied with Advertisement Copy in accordance with the Production Specifications so as to enable the Contractor to maintain the display in good condition.
4. Should the Principal fail to deliver Advertisement Copy in accordance with this clause 4 the Contractor is not obliged to display the undelivered Advertisement Copy but the Principal shall, nonetheless, be liable to pay the corresponding Fees. The Contractor will use reasonable endeavours to display the undelivered Advertising Copy but without any commitment to meet the In Charge Date or other agreed timings with regard to the Posting Periods for such Advertising Copy.
5. A part delivery of the Advertisement Copy or a delivery not meeting the Production Specification or the provisions of this Clause 4 shall be deemed to be no delivery for the purposes of this clause.
6. Delivery of Advertisement Copy shall not be deemed to have been made until the relevant posting instructions have been given to and received by the Contractor.

#### **5. CHARGES**

1. In consideration for the display of Advertisement Copy, the Principal will pay the Fee to the Contractor on the Due Date. Payment terms and Due Date shall be as Specified by the Contractor in the Confirmation of Order.
2. If Fees are not paid by the Due Date the Contractor may without prejudice to any other remedy it may have and without prejudice to Principals obligation to pay the Fees refuse to display any Advertisement Copy or withdraw currently displayed Advertisement Copy.
3. Original invoices shall be sent to the Principal for payment by the Principal unless otherwise expressly agreed between the Parties in writing. Where the Contractor has been notified by the Principal in writing that an agent has been appointed by the Principal and Contractor has agreed in writing, copy invoices will be sent to the Principals agent and shall clearly identify

the Principal for whom the agent is acting. Appointment of an agent will not affect the Principals Obligation to pay Fees on the Due Date.

4. In the event of failure to comply with any of the provisions of this clause 5 the Contractor reserves the right to require any other Order to be dealt with in accordance with revised payment terms.
5. In respect of any Fees not received by the Contractor by the Due Date the Principal will be liable to pay to the Contractor interest at a rate of 4% above the base rate for Barclays Clearing bank from time to time.
6. The Contractor shall be entitled but not obliged at any time or times without notice to the Principal to set off any liability of the Principal to the Contractor against any liability of the Contractor to the Principal (in either case howsoever arising and whether any such liability is present or future, liquidated or unliquidated and irrespective of the currency of its denomination) and may for such purpose convert or exchange any currency. Any exercise by the Contractor of its rights under this clause shall be without prejudice to any other rights or remedies available to the Contractor.

## **6. WARRANTIES, LIABILITY AND INDEMNITY**

1. The Contractor accepts full responsibility for compliance with statutory and other legal requirements so far as concerns the use and maintenance of Vessels or Sites.
2. The Principal warrants and undertakes that:-
  - (i) all Advertisement Copy will comply with all statutory and legal requirements and regulations from time to time in force including the British Code of Advertising Sales Promotion and Direct Marketing (edition 11) (or such replacement or supplementary code as issued from time to time) and the "Conditions Governing the Acceptance of Advertising" set out on page 7 of the Guide;
  - (ii) he will be responsible for obtaining and paying for all necessary licenses and consents for the posting and/or displaying and/or reproduction of any Advertisement Copy or copyright material contained in or the appearance of any person in his Advertisement copy; and
  - (iii) no Advertisement Copy will breach the copyright or other intellectual property rights or be defamatory of any third party.
3. The Principal will indemnify and keep the Contractor (in respect of itself and its employees, director, subcontractor and agents) indemnified against all actions, proceedings, costs, damages, expenses, penalties, claims, demands and liability (including legal fees) incurred and arising from any breach of the above warranties or in any manner whatsoever.
4. The Contractor shall have the right to refuse to display or to continue to display any Advertisement Copy which does not or which the Contractor's opinion may not comply in all respects with the Principals warranties and undertakings detailed in clause 6(2) above. In such event the Contractor shall not be liable to the Principal for any damage loss or expense whatsoever and in addition to any remedy and/or damages and/or loss that may be claimed by the Contractor against the Principal, the Fees corresponding to display of such Advertisement Copy will be due in full notwithstanding that the Advertisement Copy has not been displayed.

5. The Contractor reserves the right not to display Advertisement Copy or to remove a display of Advertisement Copy at any time if in its absolute discretion, the Contractor believes the Principal and the Advertising Copy is not in compliance with the warranties in clause 6(2) above. In such event the Contractor shall not be liable to the Principal for any damage loss expense whatsoever.
6. Subject to Clause 6(7) below the due performance of any Agreement is subject to suspension variation or cancellation by the Contractor (in whole or in part) owing to Acts of God, strikes, lockouts, legal restrictions, electricity supply failures, or the loss of any Vessels or Sites which were included in the Agreement or for any other reason beyond the Contractor's control. In the event of suspension, variation or cancellation for any of the foregoing reasons the Contractor shall be entitled to be paid by the Principal the full Fees corresponding to the Vessels or Sites in question up to and until the time at which such suspension, variation or cancellation occurs but the Contractor shall not be liable to pay any damages losses or expenses to the Principal as a result or in respect of such suspension, variation or cancellation.
7. The Contractor shall not be liable to give credit for Fees corresponding to and in respect of any damage to any Advertisement Copy or incorrect or non-display of any Advertisement Copy or non-illumination of a display or faulty moving displays if the defect is remedied within 5 Working Days after receipt of notification. This deadline will be extended if the Contractor does not have sufficient replacement Advertisement Copy in stock to remedy the defects for 5 Working Days after such stock is made available by the Contractor.
8. The Contractor shall not be liable for loss of or damage to any Advertisement Copy supplied to the Contractor in the event of fire, lightning, explosion of boilers, storms and tempest, flood bursting or overflowing of water tanks, apparatus or pipes.
9. All claims arising from the Contractor's obligations under an Agreement shall be submitted to the Contractor in writing within 28 days following the end of the period of display of the relevant Advertising Material with sufficient information to enable the Contractor to consider the claim. The Contractor shall have no liability in respect of any claim submitted after that date.
10. Without prejudice to clauses 6(13) and (14), if the Contractor shall be liable to the Principal under the Agreement, the Contractor's liability shall not exceed the total Fees under the Agreement.
11. In the event of any agreed errors by the Contractor in the performance of its obligations under this Agreement the parties may agree an "overshow" by way of display of Advertising Copy on additional Vessels or Sites or for additional periods.
12. Without prejudice to clause 6(14), the terms of the Agreement set out the full extent of the Contractor's obligations and liabilities in respect of the display Advertisement Copy. The Principal shall have no remedy in respect of any untrue statement made to it on which it relied in entering into the Agreement (unless such untrue statement was made knowing it was untrue) other than any remedy it may have for breach of the express terms of the Agreement. Accordingly, any condition, warranty or other term

concerning the display or failure to display Advertisement Copy which might but for this clause 6(13) be implied into or incorporated into the Agreement or any collateral contract (including, without limitation, the implied terms of satisfactory quality and fitness for purpose), whether by statute, common law or otherwise are hereby excluded and the Contractor shall not be liable to the Principal in tort or otherwise and pursuant to the express terms of the Agreement in respect of the subject matter of the Agreement or the display or non-display of Advertisement Copy.

13. Without prejudice to clause 6(14), the Contractor will only be liable under the Agreement or any collateral contract, or in tort in connection with or in relation to the display or non-display of Advertisement Copy or any other matter referred to in the Agreement for direct loss, but not:
  - (i) any loss of profit, including for a loss of profits on contracts; or
  - (ii) for indirect or consequential loss or damage howsoever caused and whether or not the Contractor has been advised of the possibility of such loss.
14. Nothing in the Agreement shall exclude or limit the Contractor's liability for the tort of deceit or for death or personal injury caused by its negligence.

## **7. ALLOWANCE FOR NON-DISPLAY**

Subject to clauses 6 (4) and 15 if any Advertisement Copy approved by the Contractor is not displayed for a period of seven consecutive days or more of a Posting Period the Contractor shall make to the Principal an allowance of the proportionate part of the Fee payable by the Principal for the period during which the Advertisement Copy was not displayed. Save as expressly set out in this Clause 7 the Contractor shall not be liable for damages or compensation for any loss or expense whatsoever or inconvenience to the Principal.

## **8. TERMINATION**

- 8.1 The Principal may terminate an Agreement by notice in writing to the Contractor:
  - a) Except in relation to Special Advertisements without payment of the Fee provided that notice of such termination is given at least 90 days before the In Charge Date;
  - b) Except in relation to Special Advertisements without payment of the Fee, but upon payment of a cancellation fee as specified by the Contractor in its absolute discretion provided that notice of such termination is given at least 42 days before the In Charge Date;
  - c) Within 42 days of the In Charge Date but the Principal will be liable for payment of the full Fee; or
  - d) In respect of display of Special Advertisements subject only to payment of the full Fee for the same.
- 8.2 The Contractor may terminate the Agreement forthwith by notice in writing to the Principal if:
  - a) the Principal shall become bankrupt or commit an act of Bankruptcy or make any assignment for the benefit of his creditors or enter into any arrangement with his creditors or being a company shall become insolvent or if any petition for the winding up or administration of the company is presented or if any other step is taken for the purposes of the appointment

- of an administrator or an administrative receiver of the company or if any steps are taken or negotiations commenced by the company or by any of its creditors with a view to proposing any kind of compositions, compromise or arrangement involving the company and its creditors;
- b) the Principal ceases or in the Contractor's reasonable opinion threatens to cease to carry on business;
  - c) if any monies to be paid by the Principal to the Contractor shall be in arrears for 21 days; or
  - d) if there has been a breach by the Principal of any terms of the Agreement; or
  - e) in the circumstances described in Clause 15.
- 8.3 In the event of termination by the Principal pursuant to Clause 8.1 or amendment of the terms of the Agreement (whether regarding Vessels or Sites, Posting Period or otherwise) then the Principal will pay to Contractor an administration fee of £250.

## **9. CONSEQUENCES OF TERMINATION**

- 9.1 Following termination of the Agreement the Principal will pay to the Contractor forthwith all outstanding Fees (plus interest).
- 9.2 Any termination of the Agreement and payment of Fees due shall be without prejudice to any other right of action or remedy which the Contractor may have under the Agreement or at law.
- 9.3 In the event of termination under Clauses 8.2(a) or (b) the Contractor may continue to display any Advertisement Copy and may enter into any agreements with third parties as considered appropriate to secure payment for continuing such display.
- 9.4 In the event of a termination by the Contractor in accordance with Clause 15 the Contractor shall be entitled to be paid by the Principal the full rate for the Vessels or Sites in question up to and until the time at which the display is discontinued together with any other Fees due and owing by the Principal to the Contractor but the Contractor shall not be liable to pay any damages losses or expenses to the Principal as a result or in respect of such suspension, variation or cancellation.

## **10. HEADINGS**

The headings are for reference only and do not form part of these conditions.

## **11. VALIDITY**

If any provision of these Terms and Conditions or the Agreement is held by any court or other competent authority to be void or unenforceable in whole or part, the other provision of these Terms and Conditions and/or the Agreement and the remainder of the affected provisions shall continue to be valid.

## **12. SURPLUS MATERIAL**

If any Advertisement Copy in the Contractor's possession is not collected by the Principal within 14 days from the end of the Posting Period then the same shall become the Contractor's property and be disposed of in such manner as the Contractor shall decide.



**13. NOTICES**

1. All notices under this Agreement will be sent electronically.
2. Notices shall be deemed to have been duly given when transmitted by e-mail and a successful transmission report or return receipt is generated.

**14. NOVATION**

Except as provided herein, neither the Contractor nor the Principal may assign transfer, charge or part with all or any of its rights and/or obligations under the Agreement, save that:

1. The Principal agrees and acknowledges that the Contractor shall be entitled at any time to assign or transfer all or any of its rights or obligations under the Agreement to the extent that such rights or obligations relate to the display of any Advertisement Copy on the Landlord's property;
2. The Principal shall, at the Contractor's request and expense, co-operate with the Contractor to procure the novation of the Agreement to the Landlord or any other party nominated by the Landlord on such terms as the Contractor may require in relation thereto and shall execute such documentation and take such other action as the Contractor may request in relation to such novation.

**15. REMOVAL FOR PURPOSES OF LANDLORD'S UNDERTAKING**

If the Landlord at any time in its absolute discretion requires the display of Advertisement Copy on his Vessels or at his property to be interrupted or discontinued then the Contractor may interrupt or discontinue such display of Advertisement Copy without prior notice to the Principal and upon any such action of the Landlord the Contractor may terminate the Agreement whether wholly or in part notwithstanding anything therein contained. In the event of such termination, the Contractor's liability is limited as outlined in Clause 9.4 above.

**16. ORDER OF PRECEDENCE**

In the event of any conflict between the Terms and Conditions and a Confirmation of Order, the provisions in the Confirmation of Order shall prevail.

**17. JURISDICTION AND GOVERNING LAW**

These terms and conditions shall be governed by and construed in accordance with English Law and the parties agree to submit to the exclusive jurisdiction of the English Courts.

**18. AGENCY, PARTNERSHIP**

The Agreement shall not constitute or imply any partnership, joint venture, agency, fiduciary relationship or other relationship between the parties other than the contractual relationship expressly provided for in this Agreement.

**19. AMENDMENTS**

The Agreement may not be released, discharged, supplemented, interpreted, amended, varied or modified in any manner except by an

instrument in writing signed by a duly authorised officer or representative of each of the parties hereto.

**20. ENTIRE AGREEMENT**

The Agreement contains the whole agreement between the parties relating to the subject matter hereof and supersedes any and all prior agreements, arrangements and understandings between the parties relating to that subject matter. Accordingly, all prior agreements, whether or not agreed or offered and all conditions and warranties whether express or implied, statutory or otherwise and all representations, statements, negotiations, understandings and undertakings either written or oral are superseded by the Agreement (save only in respect of liabilities which have accrued in respect of any such prior agreements which are so superseded) and the parties hereby acknowledge that no reliance is placed on any such representation made but not embodied in these documents. In particular the Parties acknowledge that the Guide does not form part of the Agreement and is for explanatory purposes only and has no legally binding effect.

**21. WAIVER**

No delay, neglect or forbearance on the part of either party in enforcing against the other party any term or condition of the Agreement shall either be or be deemed to be a waiver or in any way prejudice any right of that party under the Agreement. No right, power or remedy in the Agreement conferred upon or reserved for either party is exclusive of any other right, power or remedy available to that party.

**22. CONFIDENTIALITY**

Each party will maintain the confidentiality of the other party's Confidential Information and shall not, without the prior written consent of the other, use, disclose, copy or modify the other party's Confidential Information other than as necessary for the performance of its rights and obligations under the Agreement. "Confidential Information" shall mean in relation to the other party, information (whether in oral, written or electronic form) belonging or relating to that party, its business affairs or activities which is not in the public domain and which (i) is marked as confidential or proprietary;

- (ii) the receiving party is advised is of a confidential nature; or
- (iii) due to its character or nature, a reasonable person in a similar position under similar circumstances would treat as confidential. The Contractor's Confidential Information will include the Fees payable under the Agreement.

**23. COUNTERPARTS**

An Agreement will be executed by signature of the Order by the Contractor and signature of the Confirmation of Order by the Principal.

## **madfrog PRODUCTION and ADVERTISING INFORMATION**

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### **1 PRE-PRODUCTION**

If we are producing your advertisement we will contact you by phone or email to discuss production. Once we have all relevant information, we will produce a proposal which we will email to you for approval. Our proposal will detail the style and content of your advertisement, a production schedule for filming and editing and a procedure for you to view and signing off your advert.

### **2 DATE FOR FILMING**

If there is a particular date for filming we will agree that with you. If filming is weather dependant we ask you to allow options for alternative filming dates.

### **3 FILMING REQUIREMENTS**

We will ask you about the location, the people involved on or off camera, and the best time of day for filming. We will need a location address, postcode and contact details, including name, email and telephone number of anyone we need to confirm filming requirements with. These details will be subject to the General Data Protection Regulations 2018 so we will need written consent from you that you have permission to share their personal details with us.

### **4 LOGOS, STILLS and SUPPLIED MATERIAL**

Please provide us with a high resolution copy of your logo and any fonts you wish us to use. If you have a brand guideline document, please email a copy to bob@bobedetv.com Stills can be incorporated in your advert if required as can supplied video footage. We will provide technical specifications for logo, stills and video on request. We will also ask you to confirm in writing that you have copyright permission to use third party material.

### **5 VIEWING & SIGNING OFF YOUR ADVERT**

We will upload an approval version of your advert to our Vimeo video channel and email you a viewing link. Once you have watched your advert you will be able to request amends or sign it off before the agreed deadline.

### **6 OUR PRIVACY POLICY and GDPR**

To produce adverts for you and to ensure we screen them according to your requirements we will need to collect relevant names, email addresses, telephone numbers and postal addresses. This data will be used to contact you regarding your advertising and we will not share this data with any third-party. Please see our PRIVACY POLICY which sets out how we comply with GDPR:

<https://madfrog.co.uk/privacy-policy/>

**See Appendix 1 page 15: Production requirements and charges.**

### **7 HOW OUR AIRTIME ORDER SYSTEM WORKS**

We will email you an ORDER FORM which will detail the dates and routes of your advertising campaign, airtime costs, agreed payment schedule and our terms and conditions. We ask you to check, sign and return the signed ORDER FORM to us.

You can email or post this to us. We will confirm the acceptance of your order by email. You will then have ten days from our acceptance email to make any changes to your order or to cancel, unless it is booked within six weeks of the airtime period start date for your campaign.

After ten days, or any earlier date agreed with you, the contract becomes binding on you and on **madfrog**. The contract will comprise the CONFIRMATION of ORDER referred to in our terms and conditions. We will then contact you to discuss production of your advertisement in detail within ten days or a shorter timescale if agreed.

1. The things we confirm to you may include:
2. The screen networks booked and the length of airtime booked.
3. The start date of the airtime period booked.
4. Whether we will produce your advertisement for you.
5. Whether you or a third party will produce your advertisement.
6. Technical spec for your advertisement if a third party is producing it.
7. The cost to you if we produce your advert.
8. When payments for production of your advert are due.
9. Our acceptance of any special requests you may have.

## **8 WHAT WE PROMISE**

We will screen your advertisement according to our agreement. We cannot guarantee to screen your advertisement on a particular day or on a particular screen network, but we undertake to screen them within your specified "Airtime Period" subject to the venue owners operational constraints. Your "Airtime Period" will be agreed with you as part of the ordering process and could be anything from one day (Flash Ads) to a year (Major Campaign).

We will maintain your advertisement in good condition throughout the "Airtime Periods". We will abide by any special arrangements included in the order and confirmed by us with you. If you request something we cannot guarantee, we will do our best to help, but we will not be liable if we fail. In particular, we cannot guarantee to film adverts on a specific day or time nor can we guarantee to screen them on a particular service, day or time.

If we are unable to film your advert on a specific day because of circumstances beyond our control – bad weather for example - we will arrange an alternative day with you. If we are unable to screen your advertisement on specific days we will substitute days of similar quantity.

If something goes wrong with your advertising campaign, we will do our best to agree with you the best way of putting it right.

We will keep any advertising material supplied by you for ten days after the end of the "Airtime Period" during which time you may request its return. After that time we may dispose of the material. Any material shot by us for editorial features or advertising will remain the copyright of **madfrog**.

Where, through no fault of yours, your advert is not screened for a period of seven days or more, we will agree with you a suitable alternative or a refund.

## 9 VENUES where your advertisement may be screened

Wight Ryder I, Wight Ryder II (Fast Cats Portsmouth/Ryde route) Victoria of Wight, St Clare, St Faith (car ferries Gunwharf/Fishbourne route) Wight Light, Wight Sky, Wight Sun (car ferries Lymington/Yarmouth route), Portsmouth Harbour, Ryde Pier Head, Gunwharf & Lymington terminals. Portsmouth Guildhall. Other venues will be notified when they come on stream

## 10 WHAT YOU PROMISE *if you are providing your advertisement:*

- To deliver a High Definition or 4K copy of the advertisement as per the specifications defined in appendix 1 of this agreement.
- To ensure we receive delivery at least fourteen days before your booked "Airtime Period" commences or later by agreement.
- To make sure your advertisement complies with all legal requirements and with our conditions governing acceptance of advertisements as defined in our Conditions Governing the Acceptance of Advertising.
- We may refuse to screen advertisements that do not comply, in which case you will still be liable to pay all our charges.
- If you have any doubts about whether your proposed advertisement meets our requirements, you should contact our production team on 07506 834803 or email [bob@bobedetv.com](mailto:bob@bobedetv.com) to save you incurring unnecessary costs.

## 11 WHAT WE PROMISE *if we are producing your advertisement for you:*

- To respond promptly to requests for information and approval of advertisement script, production planning and signing off of the final video. Please note: we need to instruct our production team to commence work on your advertisement a minimum of four weeks before your "Airtime" booking commences.
- To agree necessary video and copy changes to comply with legal requirements and our conditions.
- In either case, **you promise:**
- To pay the agreed amounts on the agreed dates. If you do not, we may charge you interest on overdue amounts. If you fail to make payments by the due dates, we may refuse to screen your advertisement and treat the situation as if you had given notice of cancellation at that time.
- If we incur costs as a result of your failure to comply with our agreement, we may recover those costs from you in addition to the charges under our agreement.

## 12 CANCELLING YOUR ADVERTISEMENT

If you wish to cancel your advertisement or stop it early, you must tell us in writing at: Cancellations. **madfrog**. North Cottage Studios, St Peters Road, Hayling Island, Hants. PO11 0RT.

You will then receive confirmation of the cancelled campaign, in the form of a Confirmation of Cancellation document, which will show any cancellation charges.

If you wish to cancel or stop a campaign, you must give us 90 days notice, or pay us a cancellation charge as explained in Clause 8.1 of our terms and conditions.

Flash adverts can only be cancelled on payment of the full order value.

Campaigns booked or agreed within 6 weeks of the campaign start date are non-cancellable and cannot be amended.

If you wish to amend any detail of your campaign, you should contact our Claire immediately on 07375 368773 or email [claire@madfrog.co.uk](mailto:claire@madfrog.co.uk). Then you must confirm any agreed amendments in writing.

An administration fee of £250 will be payable for any amendments to or cancellations of a campaign or its legal terms regardless of notice period given.

### **13 CONDITIONS GOVERNING THE ACCEPTANCE OF ADVERTISING**

**madfrog** reserves the right to refuse to screen advertisements without giving a reason. However, reasons will normally be given when **madfrog** consider it necessary to refuse to accept a particular advertisement. Advertisements will not be accepted for display on screens managed by **madfrog** if, in the opinion of **madfrog**, they:

1. Do not comply with the law or incite anyone to break the law.
2. Conflict with the ASA's British Code of Advertising Practice.
3. Are likely to offend the general travelling public, or depict or offend ethnic, religious or other major groups on account of the nature of the product or service being advertised, the wording or design of the advertisement or inference contained therein.
4. Depict men, women or children as sex objects or depict or refer to indecency or obscenity.
5. Depict direct or implied violence to anyone shown in the advertisement or to anyone viewing the advertisement, especially the depiction of firearms or knives.
6. Advertise films which have not been granted permission for public exhibition or which do not show the required certificate except when the name of the cinema is not shown.
7. Are of a political nature calling for the support of a particular viewpoint, policy or action or attacking a member or policies of any legislative, central or local government authority. (Advertisements are acceptable which simply announce the time, date and place of social activities or of meetings with the name of the speakers and the subjects to be discussed).
8. Contain material which depicts, or might reasonably be assumed to depict, quotations from or references to a living person unless written consent of that person is obtained and is produced to Bob Ede TV Limited. Bob Ede TV Limited will require an indemnity against any action by that person or on that person's behalf before such illustrations, quotations or references will be accepted.
9. Might adversely affect in any way the interests of the owner of the premises or vessels.

10. Contain flashing or strobing images or visual effects which may cause an epileptic reaction in anyone sensitive to this type of visual disturbance.

#### 14 PLEASE NOTE

To obviate last minute difficulties and the possibility of wasted production costs, **madfrog** will willingly advise on the likelihood of an advertisement's acceptability before production is put into hand. Advertisements incorporating Wightlink Ferries, any features resembling them, any reference to the Ferry Service, including scenes portraying the Ferries, or likely to be perceived as being scenes on the vessels must be specially submitted to **madfrog** for prior approval.

#### 15 APPENDIX 1: PRODUCTION SPECIFICATION AND CHARGES

##### 1 VIDEO FORMATS

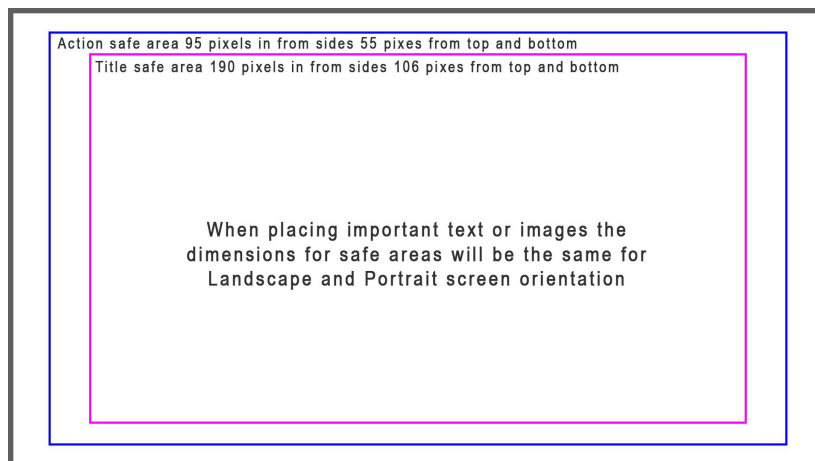
Adverts must be produced in 16:9 landscape or 9:16 portrait 'Silent Screen' format, where live action video, graphics, stills and captions combine to deliver your message without the need for audio. Adverts are recorded and mastered in HD or 4K video format. HD or 4K video files in .mp4 formats are acceptable for delivery of adverts or video material to us from third parties. Other supplied digital or analogue tape formats must be transferred at the client's expense to HD or 4K .mp4 digital file formats before delivery to our edit suites.

##### 2 CAPTION SPECIFICATION

Adverts supplied to us from third parties must have captions that are of a type, format and colour easily readable when superimposed over live action, stills or graphics. The minimum point size advised is 36 if the font is easily readable. A font size of 48 or more may be required if legibility demands it. Moving captions (scrolling, rolling or floating) are acceptable as long as they are easily readable. Adverts supplied to us from third parties must provide, where possible, a captionless version of the advert. This may be required if the captions require repositioning by us. This work will incur an additional charge.

##### 3 CAPTION & ACTION SAFE AREAS

Third party supplied adverts must ensure all captions and logos are placed within the **TITLE SAFE AREA** – see below. Logos and important areas of live action must fall within the **ACTION SAFE AREA**. Failure to do so may result in captions or logos being cropped by the edge of TV screens which overscan video.



#### **4 PRODUCTION FEES** *(Prices correct at 2020)*

The discounted standard production fee of £300 exc VAT is charged for one half day filming for one 30/60 second advert. A discounted production fee of £600 exc VAT is charged for one day filming for one 30 or 60 second advert. This fee covers scripting, filming and editing.

#### **5 FILMING on location HOURS**

One half day means 4 hours on location plus travelling time to location. One full day means 8 hours on location plus travelling time to location. Additional hours will be charged at a rate agreed before production commences.

#### **6 PAYMENT**

If you commission **madfrog** to produce your advert the agreed production fee must be paid in full before filming or within ten days of your booking on receipt of our Confirmation of Order.

#### **7 ADDITIONAL FEES**

Additional production work will be charged at our rate card minus any agreed discount.

#### **8 FILMING**

We will agree a time, day and location for filming. We will ask you to ensure access is arranged and that people, props or facilities required are provided. We will endeavour to film on the agreed day subject to all necessary arrangements being in place. If filming is weather dependent we reserve the right to cancel at short notice and arrange an alternative day.

#### **9 COPYRIGHT**

Customer's airtime contract with **madfrog** include a license for their advertisement to be screened on the chosen screen network, on the customers website and/or social media feeds. **madfrog** own the copyright to all rushes (unedited material) original stills and graphics produced by **madfrog**. Customers will need written permission to screen their advertisements on other media outlets if produced by **madfrog**. This permission will not usually be with held but may involve an additional licensing fee. Customers that provide **madfrog** with material for use in their advert which is copyright to a third party must provide written clearance before this material can be use on our screen networks.

#### **10 FAMILY AUDIENCES**

All advertising screened on our screen networks must be suitable for family audiences. Content that is unsuitable will not be screened. Third party producers should discuss content with **madfrog** prior to production to ensure suitability. This not only applies to images and actions that may be unsuitable for family audiences but to effects such as flashing and strobing that can cause some viewers distress and epileptic fits.



**11 YOUR DECLARATION**

In signing below you confirm that you have received and understood the requirements of **madfrog** T&Cs, Guide and Appendix and I that you further agree to your data being kept by **madfrog** for the purposes of fulfilling your order. Please see our Privacy Policy <https://madfrog.co.uk/privacy-policy/>

Signed ..... Date .....

Print Name.....

Position.....

Email.....

Contact Telephone No.....

Contact Address.....

.....  
.....  
.....

POST CODE .....