



Terms and Conditions

1. Definitions

Advertiser

The business or party wishing to be promoted by the Company on the Channel.

Artwork Production Charge

A non-refundable fee payable by all Advertisers for the production of an advert to be run by the Company.

Channel

The screen or channel upon which the Company will promote the Advertiser in line with this Agreement.

Company

Gym Screen Media or whichever party Gym Screen Media may assign this Agreement to to provide advertising services.

Media Charge

Charges for the transmission of the advert on screens in the Site(s) as agreed payable in line with the schedule noted in this document.

Network

The Fitness Club or Clubs within which the Sites will be located.

Site(s)

The Fitness Club or Clubs in which the advert will run in line with this Agreement.

Voidage Site(s)

The Fitness Club or Clubs in which the advert may run if space is available at no extra charge at the discretion of the Company.

2. This Agreement sets out the terms of the contract in its entirety and no warrant whether oral or otherwise, or contractual terms shall be binding on the parties unless set down in writing and signed by both parties.
3. No Advertiser shall enjoy preferential positioning or a monopoly of time on the Channel.
4. The Company will advertise the Advertiser on the Site(s) detailed in this Agreement for the specified term.
5. Should any extra site(s) or space become available, the Company may at its sole discretion, advertise the Advertiser in addition to the terms of this Agreement and without further charge. This voidage space is solely within the Company's discretion and no contractual relationship will be formed by the Company providing this service, which may be withdrawn at any time to no detriment of the Company.
6. The Advertiser shall indemnify the Company against all claims in respect of any alleged infringement of copyright, trademark, or design or in respect of passing off or defamation arising whether in relation to the completed advert which the Company provides to the Advertiser based on materials provided to the Company, or any other claim howsoever arising.
7. The commencement date of the contract will be the date the contract is signed. The media campaign shall normally commence a maximum of 42 days from the date of this contract and shall be broadcast for the specified period from that date.
8. The Company will endeavour to meet the Advertiser's branding and visual guidelines however the Company reserves the right to change shape, size, title and locale of the advertisement or the media used to display the advertising matter without notice to the Advertiser.

9. The Advertiser should make all artwork and designs available to the Company in order for the Company to produce an advert within 14 days of the date of the Agreement. If the artwork is not received by the Company within 14 days, the Company may design the advert as it sees appropriate and as such the Advertiser will still be bound by the terms of this Agreement.
10. The Artwork Production Charge should be paid upon signing this Agreement and in any event, no later than 7 days after the date of this Agreement. This charge is non-refundable.
11. The Network must give approval of all adverts before such adverts will be broadcast. In the event that the Network refuses a request to transmit an advert at one of more of the Sites, the Artwork Production Charge and the Media Charge will not be payable unless the Company can place the advert(s) at a different Site(s) with the agreement of the advertiser. The Company will inform the Advertiser as soon as practicable if the Network does not approve said adverts.
12. The copyright in all materials produced by the Company for use as adverts, in all formats, whether drafts, proofs or final copies, shall remain with the Company, however the Company may grant a licence for use to the Advertiser if such use would be non-competitive with the business of the Company. Such grant is wholly at the discretion of the Company.
13. Should an instalment or payment not be made within 14 days of the payment date, the whole of the outstanding balance under this Agreement and any other Agreement running between the parties at the same time, become immediately due and payable. The Company reserves the right to charge additional costs incurred by them in respect of collecting any overdue sums. In addition, the Company reserves its right to charge interest on outstanding sums at the rate of 4% above the Bank of Scotland base rate, calculated daily from the date they become due. The Company further reserves the right to take legal action to recover any amounts which remain outstanding for a further 30 days.
14. If payment is not made as detailed in clause 13, the Company may remove any adverts, whether under this Agreement or another Agreement between the parties forthwith. The Advertiser will remain liable for payment under all Agreements in any event.
15. Administration charges in the sum of up to £35.00 may be charged by the Company for any unpaid, returned or cancelled Standing Order or cheque, or for any reminder letters sent out by the Company for any breach of this Agreement.
16. The Company may assign or transfer this Agreement in whole or in part to any third party. The Advertiser may not assign this Agreement in whole or in part.
17. Cooling off period – if the Advertiser wishes to cancel the Agreement, this must be done in writing and sent by recorded delivery to the Company within 14 days of the date of this Agreement. The Artwork Production Charge will remain payable.
18. The Company shall not be liable for any failure or delay under this Agreement should an act of God, War or the Queen's enemies, Act of Parliament or other Government action, strike, postal delay, extreme weather conditions, disaster, act of Terrorism, force majeure or any other reason beyond the control of the Company prevent it from carrying out its obligations.
19. By signing this Agreement, the Advertiser agrees that the Company may use a third party credit reference agency to check the Advertiser's standing. Any information procured by the Company may be used between departments in the Company and between other agencies when legally required to do so.
20. This Agreement shall be constructed and determined by English Law and subjected to the jurisdiction of the Courts of England and Wales.