

Crystal Clear Media Group - Terms & Conditions

NB: Digivans UK is a trading name of Crystal Clear Media Group Limited

1. The following terms and conditions of business apply between Crystal Clear Media Group Limited ("the Company") and its customer ("the Customer") except to the extent that they have been varied or supplemented in writing from the Company to the Customer.
2. Signing an order form constitutes a legally binding contract between your company and Crystal Clear Media Group Limited. You can cancel your order anytime up to 90 days prior to the campaign start date. This will result in a loss of your deposit or 25% of the value of your total order, whichever the greater. Cancellations between 89 days prior & 14 days prior to the campaign start date will constitute a 50% charge of the total of your order and cancellations 13 days prior to the campaign start date will constitute a 100% charge of the total of your order. All cancellations or amendments to campaign details must be made in writing.
3. In the unlikely event of breakdown / accident or an act of God which is not within our control, we will add any lost time to the end of your campaign. We do not operate a credit or refund policy under these circumstances.
4. The Company shall provide the Customer with such advertising space for such period(s) and in such localities as is agreed in writing between the Company and the Customer on the order form. Whilst the Company will use all reasonable endeavours not to do so, the Company may deviate from any agreed route or locality whilst its vehicles are displaying the Customer's advertising material and will advise the Customer under the circumstances.
5. Unless commissioning the Company to design and produce artwork, the Customer shall provide to the Company all advertising materials for display on the Company's vehicles. Such materials shall be of dimensions and specifications provided by the Company and shall be delivered to the Company not less than five working days before the agreed date upon which the contract shall commence (unless otherwise agreed).
6. The price payable by the Customer to the Company for the Company's services shall be in accordance with the Company's rates.
7. In the absence of negligence on the part of the Company, the Company shall not be liable for any loss of or damage to any advertising material or for any loss arising in connection with any contract between the Company and the Customer. The Company shall have no liability in respect of any term or condition implied by statute.
8. The Company reserves the right to refuse to display any advertisement without giving any reason. Advertising material will not be accepted if, in the opinion of the Company, the advertising material fails to conform with the British Code of Advertising Practice, or is likely to offend any particular members or sectors of the public.

9. The Customer will indemnify the Company against any loss or liability which the Company may incur as a result of any costs, claims, expenses or proceedings in relation to any advertising unit or material for which the Company's services have been contracted by the Customer.

10. In the event of adverse weather conditions (primarily high winds) the Company reserves the right to instruct the driver of the vehicle under contract to stop the vehicle and only recommence travelling when it is deemed safe by that driver. The Customer agrees that no financial loss to the Company will occur under this circumstance.

11. Whilst every effort is maintained to ensure arrival times are adhered to, the Company cannot be held liable for any loss due to unforeseen circumstances such as adverse weather conditions, traffic congestion, acts of God, etc. If there is cause to be at a location at a set time that is paramount to the success of the campaign, the Customer must make the Company aware and agree costs to accommodate the driver one day prior to installation.

12. The contractual agreement between the Company and the Customer commences on the receipt of a signed confirmation order instructing Crystal Clear Media Group Limited to carry out a campaign. The chargeable value of the contract commences the date of the campaign commencement.

14. If the Customer produces their own artwork and it is deemed not fit for purpose, the Customer will be charged the daily rate until replacement content is received or the campaign is terminated.

15. The Company shall not be liable for any loss or damage suffered by the Customer as a result of any failure by the Company to provide any services in accordance with this agreement with the Customer, if such failure is in any way caused by war, strike, lockout, sit-in, trade dispute, accident or breakdown to plants or machinery, illness, natural catastrophe including adverse weather conditions, or any other cause whatsoever beyond the Company's control.

16. Notices: Any notice to be given under these terms and conditions shall be deemed to be effectively served if sent by pre-paid post to the registered office stated on the order.

17. Jurisdiction: The law of England shall apply to these conditions and will be applied by the Courts in England.

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