

ROUTE SALES AND MEDIA LTD

GENERAL TERMS & CONDITIONS FOR ADVERTISING AND MEDIA SERVICES

Last updated: September 2026

These Terms and Conditions (“Conditions”) apply to the supply of advertising, media, digital out-of-home (“DOOH”), digital signage, mobile advertising, event screen and related services by Route Sales and Media Ltd, company number 11146523 (“Route Media”, “we”, “us” or “our”).

By placing an order for our services, the customer (“Customer”, “you” or “your”) agrees that these Conditions form part of the contract between you and Route Media.

Our current contact details are:

Route Sales and Media Ltd
Company No. 11146523
10 Stuart Close, Cardiff, CF11 8QF
Telephone: 02922 338813
Email: sales@routemedia.co.uk

1. Definitions

In these Conditions:

“Advertising Materials” means any artwork, advertising copy, images, video, animation, audio, logos, trademarks, data or other materials supplied by or on behalf of the Customer for use in a Campaign.

“Campaign” means the advertising campaign or other services agreed between Route Media and the Customer.

“Contract” means the agreement between Route Media and the Customer for the supply of the Services, incorporating these Conditions, the applicable quotation and any written Order Confirmation.

“Digital Media” means any digital advertising screen, digital billboard, DOOH display, digital signage, digital vehicle display or other electronically displayed advertising Media.

“Media” means any advertising space, digital screen, billboard, vehicle, digital van, event screen, retail screen, transport location, roadside location or other advertising medium supplied by Route Media.

“Order” means the Customer's request for the Services.

“Order Confirmation” means Route Media's written confirmation of an Order.

“Services” means the advertising, media, production, creative, installation, campaign management, digital signage, DOOH, mobile advertising, event or other services supplied by Route Media.

“Static Media” means any printed, pasted, vinyl, banner, poster or other non-digital advertising Media requiring physical production or installation.

2. Application of these Conditions

2.1 These Conditions apply to all quotations, Orders and Contracts for Services supplied by Route Media unless Route Media expressly agrees otherwise in writing.

2.2 A quotation issued by Route Media is an invitation to the Customer to make an offer and does not constitute a binding offer by Route Media.

2.3 No Contract is formed until Route Media has accepted the Customer's Order in writing or issued an Order Confirmation.

2.4 Each accepted Order shall constitute a separate Contract.

2.5 These Conditions shall take precedence over any terms or conditions contained in the Customer's purchase order, booking system, correspondence or other documentation unless expressly agreed in writing by an authorised representative of Route Media.

2.6 No amendment to these Conditions or to an Order shall be binding upon Route Media unless agreed in writing by an authorised representative.

3. Quotations and Campaign Bookings

3.1 Quotations are based on the information available to Route Media at the time of quotation and are subject to Media availability.

3.2 Unless otherwise stated in writing, quotations are valid for 30 days.

3.3 A quotation may specify estimated audience figures, impressions, reach, footfall, traffic volumes or other performance information. Such figures are estimates and are not guaranteed unless expressly stated otherwise in the Order Confirmation.

3.4 Prices quoted will include the costs expressly identified in the quotation or Order Confirmation.

3.5 Any additional work, changes to the Campaign, additional locations, route changes, additional production, installation, removal, travel or other costs requested by the Customer may be charged separately.

3.6 Route Media reserves the right to amend or withdraw a quotation before acceptance where circumstances outside its reasonable control affect the availability or cost of the proposed Media.

4. Media Availability and Locations

4.1 All Media is subject to availability at the time an Order is accepted.

4.2 Route Media may, where reasonably necessary, substitute a Media location with an alternative location of comparable nature, audience or value where the originally agreed location becomes unavailable for reasons outside Route Media's reasonable control.

4.3 Such circumstances may include, without limitation:

- withdrawal of permission by a landowner, landlord, venue or third party;
- planning or regulatory requirements;
- road closures or traffic restrictions;
- construction or maintenance works;
- damage to or failure of equipment;
- changes imposed by a media owner or site operator;
- safety concerns;
- adverse weather;
- vandalism or theft; or
- other circumstances outside Route Media's reasonable control.

4.4 Where a material substitution is required, Route Media will use reasonable endeavours to notify the Customer and provide an alternative solution.

4.5 Route Media does not guarantee that a particular location will remain available for the entire duration of a Campaign unless expressly agreed in writing.

5. Private Property and Permissions

5.1 Route Media will not operate on private property without the express permission of the owner, occupier or other person responsible for granting the relevant permission.

5.2 Where the Customer requests a Campaign at a specific private location, the Customer must provide Route Media with all information reasonably required to establish that the proposed advertising activity is permitted.

5.3 Route Media will comply with permissions and legal requirements applicable to its own operation of the Media.

5.4 The Customer remains responsible for ensuring that its Advertising Materials and advertising proposition comply with all laws, regulations and applicable advertising codes.

6. Customer Responsibilities and Advertising Compliance

6.1 The Customer is solely responsible for ensuring that its Advertising Materials and the products, services, promotions and claims advertised are lawful, accurate and comply with all applicable legislation, regulations and advertising codes.

6.2 Without limitation, the Customer must ensure compliance with applicable requirements relating to:

- advertising and consumer protection;
- intellectual property and copyright;
- trademarks;
- privacy and data protection;
- misleading advertising;
- promotions and competitions;
- health and safety;
- financial promotions;
- environmental claims;
- age-restricted products or services; and
- any sector-specific regulatory requirements.

6.3 Advertising Materials must comply with the applicable UK advertising codes, including the CAP Code where applicable.

6.4 Route Media may request evidence substantiating any claim made in Advertising Materials.

6.5 The Customer warrants that all Advertising Materials supplied to Route Media are accurate, lawful and suitable for display and that the Customer has obtained all permissions, licences, consents and approvals necessary for their use.

6.6 Route Media may refuse, suspend or remove Advertising Materials where it reasonably believes that the material:

- breaches applicable law or advertising codes;
- is misleading, offensive, defamatory or unlawful;
- infringes a third party's rights;
- may expose Route Media, a media owner or site operator to liability;
- is unsuitable for the relevant audience or location; or
- may damage Route Media's reputation or relationships with media owners, landlords or other partners.

6.7 Where Advertising Materials are rejected or require amendment, the Customer remains responsible for providing compliant replacement materials within the required timeframe.

6.8 Any review, approval, acceptance, processing, production, installation or publication of Advertising Materials by Route Media shall not constitute confirmation or representation by Route Media that the Advertising Materials are accurate, lawful or compliant.

6.9 Route Media is under no obligation to independently verify or substantiate any statement, price, offer, promotion, competition, claim, image, intellectual property right, regulatory approval or other information contained within Advertising Materials. Responsibility for such matters remains solely with the Customer.

6.10 The Customer remains responsible for Advertising Materials notwithstanding any assistance, advice, formatting, technical checking, production, approval or other involvement provided by Route Media.

7. Artwork and Advertising Materials

7.1 Unless expressly stated in the quotation or Order Confirmation, artwork, design, copywriting, animation, video production and other creative services are not included in the Campaign price.

7.2 Advertising Materials must be supplied in the format, dimensions, file type, resolution and technical specification notified by Route Media.

7.3 Unless otherwise expressly agreed in writing, final, approved and production-ready Advertising Materials must be supplied to Route Media no later than:

(a) Digital Media – 11 calendar days before the scheduled Campaign start date; and

(b) Static Media – 14 calendar days before the scheduled Campaign start date.

7.4 Advertising Materials shall only be regarded as supplied when Route Media has received all files, information and approvals reasonably required to produce, process, install or display the Campaign in accordance with the applicable specification.

7.5 If the Customer fails to provide suitable Advertising Materials within the applicable deadline, Route Media may:

- delay the Campaign;
- use previously approved materials where authorised;
- charge additional production, installation or technical costs;
- reschedule the Campaign subject to availability; or
- cancel the Campaign.

7.6 Where the Customer fails to provide final, approved and production-ready Advertising Materials within the applicable deadline, the Customer shall remain fully liable for the entire Campaign price.

7.7 Failure to provide Advertising Materials, or failure to provide Advertising Materials in the correct format or within the required timeframe, **does not constitute cancellation of the Campaign** and shall not entitle the Customer to any refund, credit, reduction in price, extension or replacement advertising period.

7.8 The Customer may only avoid liability for the Campaign price where the Campaign has been validly cancelled in accordance with clause 15, including the requirement to provide at least 28 calendar days' written notice before the scheduled Campaign start date.

7.9 Where Advertising Materials are supplied late, Route Media may, at its discretion and subject to availability and operational requirements, attempt to commence the Campaign after the scheduled start date. Route Media shall not be obliged to extend the Campaign end date or provide replacement advertising time, refund or credit as a consequence of late Advertising Materials.

7.10 Any additional production, installation, technical or other costs reasonably incurred by Route Media as a result of late, incomplete, incorrect or non-compliant Advertising Materials shall also be payable by the Customer.

7.11 Route Media is not responsible for errors contained in Advertising Materials supplied or approved by the Customer.

8. Approval of Advertising Materials

8.1 Where Route Media provides artwork, amendments or production services, the Customer must approve the final Advertising Materials before publication.

8.2 The Customer is responsible for checking all spelling, wording, pricing, dates, contact details, URLs, promotional claims, logos, legal wording and other information before approval.

8.3 Once final Advertising Materials have been approved, changes requested by the Customer may incur additional charges and may affect the Campaign start date.

8.4 Route Media is not responsible for errors that were present in Customer-approved Advertising Materials.

8.5 Approval by Route Media for technical display or production purposes does not transfer responsibility for the content, accuracy, legality or regulatory compliance of the Advertising Materials from the Customer to Route Media.

9. Campaign Delivery and Digital Media

9.1 Route Media will use reasonable endeavours to deliver the Campaign substantially in accordance with the Order Confirmation.

9.2 Digital Media operates through electronic equipment, software, networks, telecommunications services and third-party infrastructure. Route Media does not guarantee uninterrupted or error-free operation.

9.3 Temporary interruptions may occur because of equipment failure, software or network failure, telecommunications outages, power interruption, maintenance, connectivity issues, third-party infrastructure, weather, vandalism, technical upgrades or other circumstances outside Route Media's reasonable control.

9.4 Where a material interruption occurs, Route Media will use reasonable endeavours to restore the service.

9.5 Where appropriate and commercially reasonable, Route Media may, at its reasonable discretion, provide an extension, replacement display period, equivalent alternative Media or other reasonable make-good for a material Campaign delivery failure.

9.6 Any make-good provided under clause 9.5 shall be Route Media's sole remedy for the relevant Campaign delivery failure unless otherwise agreed in writing.

9.7 Unless expressly guaranteed in writing, Route Media does not warrant a specific number of impressions, views, footfall, vehicle movements, conversions, sales or other commercial outcomes.

10. Programmatic DOOH

10.1 Programmatic Campaigns may be subject to the availability, technical requirements and policies of third-party platforms, exchanges, demand-side platforms and media owners.

10.2 Route Media does not guarantee that a particular volume of impressions, locations or audience delivery will be available where delivery is dependent upon third-party programmatic inventory.

10.3 Where a third-party platform or media owner prevents or restricts Campaign delivery, Route Media will use reasonable endeavours to provide an alternative solution where available.

11. Mobile and Digi Van Campaigns

11.1 Route Media may operate mobile advertising campaigns using vehicles, digital vans or other mobile Media.

11.2 Routes and locations may be subject to reasonable changes because of traffic, road closures, restrictions, weather, public events, safety considerations or other operational circumstances.

11.3 Route Media will use reasonable endeavours to follow the agreed Campaign route and schedule but does not guarantee that a vehicle will be present at a particular location at an exact time unless expressly agreed in writing.

11.4 The Customer acknowledges that mobile Campaigns are subject to normal road and traffic conditions.

12. Campaign Changes

12.1 Any request to change a Campaign after booking may be subject to additional charges and availability.

12.2 Changes may include additional or alternative locations, routes, Campaign dates, screen formats, artwork, production, staffing, vehicle requirements or any other change that increases Route Media's costs.

12.3 Route Media will notify the Customer of any additional charges before undertaking material additional work where reasonably practicable.

12.4 A request to change Campaign dates may constitute a postponement or cancellation for the purposes of clause 15.

13. Prices, VAT and Payment

13.1 Prices are as stated in the applicable quotation or Order Confirmation.

13.2 Unless expressly stated otherwise, prices are exclusive of VAT and any applicable taxes.

13.3 The Customer shall pay all invoices in accordance with the payment terms stated on the invoice or Order Confirmation.

13.4 Route Media may require payment in full or a deposit before commencing a Campaign.

13.5 Where payment is required in advance, Route Media is not obliged to commence the Campaign until cleared funds have been received.

13.6 The Customer may not withhold or set off payment against any invoice unless Route Media has expressly agreed this in writing.

14. Late Payment

14.1 If the Customer fails to pay an invoice by its due date, Route Media may charge interest and compensation in accordance with applicable UK commercial debt legislation.

14.2 Where applicable, statutory interest may be charged at the rate permitted under the Late Payment of Commercial Debts legislation.

14.3 Route Media may also recover applicable statutory compensation and reasonable costs of recovering overdue sums.

14.4 Route Media may suspend or terminate Services where invoices remain unpaid.

14.5 Suspension or termination for non-payment does not remove the Customer's liability for sums already due or committed Campaign costs.

15. Cancellation and Postponement

15.1 Unless otherwise expressly agreed in writing, the Customer may cancel a confirmed Campaign by providing Route Media with at least **28 calendar days' written notice before the scheduled Campaign start date.**

15.2 Where a Customer cancels a confirmed Campaign less than 28 calendar days before its scheduled Campaign start date, the full Campaign price shall remain payable and no refund, credit or reduction shall be due.

15.3 Where a Campaign is cancelled at least 28 calendar days before its scheduled start date, the Customer shall remain liable for any reasonable non-refundable costs, production costs or third-party commitments already incurred or entered into by Route Media on the Customer's behalf.

15.4 A request by the Customer to postpone, move or reschedule a confirmed Campaign shall be treated as a cancellation and new booking unless Route Media expressly agrees otherwise in writing.

15.5 Any Campaign which Route Media agrees to reschedule shall remain subject to Media availability and Route Media's pricing applicable to the revised Campaign dates.

15.6 Where Route Media has incurred or committed to non-refundable third-party media, production, installation or other costs, those costs shall remain payable by the Customer irrespective of cancellation.

15.7 Where a third-party media owner, supplier, venue or other provider imposes cancellation terms or committed costs which are more restrictive than Route Media's standard cancellation

terms, Route Media may pass those costs on to the Customer where they relate directly to the Customer's Campaign.

15.8 Any cancellation charges payable under this clause shall become immediately due upon cancellation, notwithstanding any other payment terms agreed with the Customer.

15.9 For the avoidance of doubt, a Customer's failure to supply Advertising Materials, approvals, information or other materials necessary to deliver a Campaign shall **not constitute cancellation**. Unless the Customer has validly cancelled the Campaign in accordance with this clause, the Customer remains liable for the Campaign price.

16. Suspension or Removal of Advertising

16.1 Route Media may immediately suspend or remove Advertising Materials where it reasonably believes that continued display breaches the law or an advertising code, infringes third-party rights, creates a health or safety risk, may expose Route Media to liability, may damage Route Media's reputation or breaches these Conditions.

16.2 Where reasonably practicable, Route Media will notify the Customer before suspending a Campaign.

16.3 If the suspension arises from the Customer's Advertising Materials or conduct, the Customer remains liable for the Campaign charges and any reasonable costs incurred by Route Media.

17. Intellectual Property

17.1 The Customer retains ownership of intellectual property rights in Advertising Materials supplied by the Customer.

17.2 The Customer grants Route Media a non-exclusive, royalty-free licence to reproduce, store, modify where technically necessary, transmit and display the Advertising Materials solely for the purpose of providing the Services.

17.3 The Customer warrants that it has all necessary rights, licences and permissions to use the Advertising Materials and to grant the licence described above.

17.4 The Customer shall indemnify Route Media against claims, losses, liabilities, costs and expenses arising from any allegation that the Advertising Materials infringe a third party's intellectual property rights.

17.5 Unless otherwise agreed, Route Media retains ownership of its own designs, templates, systems, software, technical materials, photography, video footage and other pre-existing intellectual property.

18. Portfolio and Promotional Use

18.1 Route Media may photograph, film or otherwise record its Media and Campaigns for legitimate business and promotional purposes.

18.2 Subject to any confidentiality obligations, Route Media may use images or recordings showing Campaigns, Advertising Materials, vehicles, screens, installations or locations on its website, social media, presentations, case studies, award entries and other marketing materials.

18.3 Where the Customer does not wish its Campaign or Advertising Materials to be used for promotional purposes, it must notify Route Media in writing before the Campaign commences.

18.4 Route Media will take reasonable steps to comply with such requests.

19. Third-Party Rights and Locations

19.1 Route Media may use third-party media owners, landlords, venue operators, technology providers, advertising platforms, contractors and other suppliers in delivering the Services.

19.2 Route Media will remain responsible for managing its contractual relationship with such suppliers but is not responsible for circumstances outside its reasonable control arising from third parties.

19.3 Where a third-party supplier withdraws or materially changes the availability of Media, Route Media may provide an alternative solution where reasonably practicable.

20. Data Protection

20.1 Each party shall comply with applicable data protection and privacy legislation in connection with the Contract.

20.2 Where Route Media processes personal data on behalf of the Customer, the parties will enter into any additional data processing arrangements required by applicable law.

20.3 Where a Campaign involves audience measurement, footfall measurement, facial detection, analytics or similar technologies, Route Media will operate such systems in accordance with applicable legal and regulatory requirements.

21. Confidentiality

21.1 Each party shall keep confidential any confidential commercial, financial, technical or business information received from the other party.

21.2 Confidential information shall not be disclosed to any third party except to employees, professional advisers, contractors or suppliers who need the information; where required by law or a regulatory authority; or with the other party's written consent.

21.3 This clause does not apply to information that is already publicly available other than through a breach of confidentiality.

22. Customer Indemnity

22.1 The Customer shall indemnify Route Media against reasonable losses, damages, liabilities, costs and expenses arising from:

- a breach of these Conditions by the Customer;
- unlawful Advertising Materials;
- inaccurate, misleading or unsubstantiated advertising claims;
- infringement of third-party intellectual property rights;
- defamation arising from Advertising Materials;
- breach of applicable advertising or consumer protection legislation;
- any incorrect price, offer, promotion, competition, statement or factual claim contained in Advertising Materials; or
- any claim arising from the products or services advertised by the Customer.

22.2 Route Media will notify the Customer of any relevant claim where reasonably practicable and will provide reasonable cooperation in defending the claim.

23. Limitation of Liability

23.1 Nothing in these Conditions excludes or limits liability that cannot lawfully be excluded or limited.

23.2 Subject to clause 23.1, Route Media shall not be liable for loss of profit, revenue, sales, business, anticipated savings, goodwill, reputation, opportunity or any indirect or consequential loss.

23.3 Subject to clause 23.1, Route Media's total aggregate liability arising out of or in connection with a Campaign shall not exceed the total fees actually paid or payable by the Customer for the specific Campaign giving rise to the claim.

23.4 Route Media shall not be liable for any failure or delay caused by circumstances outside its reasonable control.

23.5 The Customer acknowledges that advertising services are provided to promote awareness, engagement and commercial objectives but that Route Media does not guarantee any particular level of sales, enquiries, footfall, conversions or return on investment unless expressly agreed in writing.

23.6 Route Media shall not be liable for any claim, loss, cost or regulatory action arising from the accuracy, legality or compliance of Customer-supplied or Customer-approved Advertising Materials except to the extent that such liability cannot lawfully be excluded.

24. Force Majeure

24.1 Route Media shall not be liable for any failure or delay caused by circumstances beyond its reasonable control.

24.2 Such circumstances may include, without limitation, extreme weather, flooding, fire, epidemic or pandemic, power failure, telecommunications failure, cyber incidents, industrial action, road closures, government restrictions, planning or regulatory intervention, war or civil unrest, terrorism, vandalism, theft, equipment failure, shortages of materials or labour or failure of third-party suppliers.

24.3 Route Media will use reasonable endeavours to minimise the effect of such circumstances and resume Services as soon as reasonably practicable.

25. Termination

25.1 Route Media may terminate a Contract immediately by written notice where the Customer:

- commits a material breach and fails to remedy it within a reasonable period;
- fails to make payment when due;
- becomes insolvent or enters administration, liquidation or a similar process;
- ceases or threatens to cease trading; or
- engages in conduct that could materially damage Route Media's reputation or expose Route Media to legal or regulatory risk.

25.2 Termination shall not affect any rights or liabilities accrued before termination.

25.3 The Customer remains liable for all sums due and any non-refundable costs incurred by Route Media before termination.

26. Complaints and Claims

26.1 Any complaint regarding a Campaign should be submitted to Route Media in writing as soon as reasonably practicable.

26.2 Where a Customer believes that a Campaign has not been delivered in accordance with the Contract, it should notify Route Media promptly and provide reasonable supporting information.

26.3 Where a claim relates to a technical failure or Campaign delivery issue, Route Media may request relevant evidence before determining whether a make-good or other remedy is appropriate.

26.4 Nothing in this clause prevents either party from exercising any statutory rights that cannot lawfully be excluded.

27. Subcontracting

27.1 Route Media may subcontract or outsource any part of the Services to suitably qualified third parties.

27.2 Route Media remains responsible for the performance of subcontracted Services to the extent required by the Contract and applicable law.

28. Assignment

28.1 The Customer may not assign, transfer or otherwise dispose of any of its rights or obligations under a Contract without Route Media's prior written consent.

28.2 Route Media may assign or transfer its rights and obligations to another company within its corporate group or to a successor to all or substantially all of its relevant business.

29. Changes to these Conditions

29.1 Route Media may update these Conditions from time to time.

29.2 The Conditions applicable to a Campaign shall be those in force and provided to the Customer at the time the relevant Order is accepted, unless the parties expressly agree otherwise.

29.3 Any material change to these Conditions will not retrospectively alter a Contract already accepted unless agreed in writing.

30. Notices

30.1 Any formal notice under a Contract must be provided in writing.

30.2 Notices to Route Media should be sent to:

Route Sales and Media Ltd
10 Stuart Close
Cardiff
CF11 8QF

or by email to: sales@routemedia.co.uk

30.3 Notices to the Customer may be sent to the email or postal address provided by the Customer when placing the Order.

31. General

31.1 No failure or delay by Route Media in exercising a right under these Conditions shall constitute a waiver of that right.

31.2 If any provision of these Conditions is found to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

31.3 A person who is not a party to the Contract shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any provision of the Contract.

31.4 The Contract constitutes the entire agreement between Route Media and the Customer in relation to the Services covered by the relevant Order, subject to any written terms expressly incorporated into the Contract.

31.5 Nothing in these Conditions creates a partnership, joint venture, agency or employment relationship between Route Media and the Customer.

32. Governing Law and Jurisdiction

32.1 These Conditions and each Contract shall be governed by and construed in accordance with the laws of England and Wales.

32.2 The courts of England and Wales shall have exclusive jurisdiction in relation to any dispute or claim arising out of or in connection with these Conditions or a Contract.

33. Contact Details

Route Sales and Media Ltd

Company Registration Number: 11146523

10 Stuart Close

Cardiff

CF11 8QF

United Kingdom

Telephone: 02922 338813

Email: sales@routemedia.co.uk

Website: routemedia.co.uk

These Conditions should be read together with the relevant quotation, Order Confirmation, Campaign specifications and any specific written terms agreed between Route Media and the Customer.