

These guidelines are intended to clarify what website advertisements are acceptable or not acceptable to Visit Southampton the website www.visitsouthampton.co.uk

1. Background

1.1 Visit Southampton is managed by Go Southampton in partnership with Southampton City Council.

Visit Southampton is run by Go! Southampton, Southampton's Business Improvement District. Go Southampton is looking to generate revenue from advertising on its website and therefore, wherever possible, will permit advertising.

The expectation is that most advertising from local and other businesses will generally be acceptable. Go! Southampton does not take a 'white listing' approach (i.e. defining permitted advertising) but rather follows a 'black listing' approach (i.e. assuming that advertising is permitted unless it falls into a number of prohibited categories, as defined in more detail below).

1.2 By completing the Visit Southampton Digital Advertising application form the advertiser wishes to place an "Advertisement" for the listed Organisation/company on the Visit Southampton website, as stated in the booking form ("the Booking")

1.3 Go Southampton has agreed to include the Advertisement on the Visit Southampton website in accordance with the terms and conditions contained herein.

1.4 Any advertising must comply with all and any relevant regulations and must not conflict with the Go Southampton's marketing and business development plans

1.5 Go! Southampton also takes note of the Consumer Protection from Unfair Trading Regulations 2008, which seeks to protect consumers from unfair, misleading or aggressive marketing practices and requires all advertisers to strongly comply with not only the letter but also the spirit of these regulations.

2. Approval of the Advertisement

2.1 All Visit Southampton adverts are required to be contextually relevant. Go! Southampton will not run advertising that could be considered socially or politically contentious or which conflicts with the policies, values or statutory obligations (eg equalities legislation) of Go! Southampton. Decisions on this will be at Go! Southampton's sole discretion

2.2 The Advertiser shall supply a copy of the proposed Advertisement to the Go Southampton for approval prior to the Advertisement being placed in accordance with the Booking.

2.3 Go Southampton shall be entitled at its sole discretion to refuse the inclusion of any Advertisement on the Website.

2.4 In circumstances where the Go Southampton refuses inclusion of any Advertisement on the Website Go Southampton may: (a) cancel the Booking by giving notice in writing to

the Advertiser; or (b) require the Advertiser to amend the content of the Advertisement. If the Advertiser fails to make the required amendment under this clause or if such amendment does not meet the approval of Go Southampton then without prejudice to clause 2.3 (a) Go Southampton may cancel the Booking by giving 4 weeks notice in writing to the Advertiser.

2.5 The appearance of an advertisement on www.visitsouthampton.co.uk is not an endorsement by Go! Southampton or any of the partners of that company, product or service.

2.6 The inclusion of a sponsored Link on Go! Southampton's website does not imply that that product or service is endorsed by Go! Southampton.

2.7 Political organisations may not advertise on the web site. This applies to lobby groups which may be very local and temporary in nature, perhaps centred on a particular planning decision, or national or international and more permanent.

2.8 Equally, it would not be appropriate to display advertising which in some way touched on socially contentious issues or which contained messages which could be regarded as contentious. Go! Southampton reserves the right to decide whether an issue is or is not contentious and if the advertising may or may not be displayed.

2.9 Advertising for gambling or betting services is not permitted.

2.10 Any content or advertising which has an overtly sexual 'tone', which features partial or complete nudity or which appears to promote or give undue publicity to illegal or inappropriate behaviour or lifestyles will also be excluded. The Go! Southampton reserves the right to determine what behaviour it considers inappropriate.

2.11 Advertisements that the Go! Southampton considers mocking of groups of citizens or that contains innuendo or subtext which could cause offence will not be accepted, regardless of tone.

2.12 The specific categories of organisations, products or services which may not advertise or be advertised on the Go! Southampton website are as follows:

Types of organisations:

- Political organisations
- Lobby groups
- Manufacturers and distributors of tobacco products
- Manufacturers and distributors of alcohol

Products:

- Tobacco
- Alcohol
- Pornography and adult content
- Gambling and betting services

3. Availability of Advertising Space

3.1 The Advertiser acknowledges that the Booking is made subject to the availability of space for the Advertisement on the Website. If Go Southampton cannot place the Advertisement in accordance with the Booking, due to a lack of space on the Website then Go Southampton will advise the Advertiser as soon as possible.

3.2 In the event that Advertisement cannot be placed pursuant to Clause 3.1 above then the parties may agree an amendment to the terms of the Booking or either party may cancel the Agreement by giving notice in writing to the other party.

3.3 The Advertiser acknowledges and accepts that computer and telecommunications systems are not fault free and may from time to time require periods of downtime (being periods during which the website is not available to consumers) for the purposes of repair, maintenance and upgrading and that Go Southampton will not guarantee uninterrupted availability of the Website.

4 Advertising content

4.1 It is the responsibility of the advertiser to check the correctness of their advertisement (and of each insertion of the advert if more than one).

4.2 Go! Southampton will endeavour to meet the advertiser's requirement for preferred positioning but retains the final decision on such positioning.

4.3 Go! Southampton may give advertorial or advertisements deemed to look like advertorial, a border or an 'advertorial' or "featured" header to make readers aware that the text is not part of Go! Southampton's editorial.

4.4 All pictures and text submitted will be inspected on quality. Go! Southampton reserves the right to reject any substandard material. Go! Southampton shall be entitled at their discretion to edit and alter the presentation of any advertisement that is submitted. You will be informed of any changes.

4.5 At all times the Advertiser shall comply with the Data Protection Act 1998.

5. Approval and booking process

5.1 Acceptance of any advertisement does not imply endorsement of any particular products or offers or that Go! Southampton is responsible for their quality and reliability, and Go! Southampton accepts no liability for any loss or damage arising out of or in connection to any advertisement appearing in its publications, communications or on the Website.

5.2 Go! Southampton reserves the right to refuse any individual advertisement not deemed appropriate without explanation and can remove any advertisement immediately, if necessary.

5.3 All paid listings packages and native adverts last for a *minimum duration of 12* months; Landscape Horizontal Banner 1 month, Portrait Vertical Banner 1 month, Mobile Ad 1 month.

Weekly options can be agreed if there is availability.

Email Sponsored Business Placement and Sponsored Blog are single placements (unless multiple are booked).

Towards the end of each year Go! Southampton will contact you regarding your paid listing. If you decide not to renew the provision for this service shall automatically terminate and your listing will revert to Basic.

5.4 Advertising Specifications

Landscape Horizontal Banner - 1140px (w) x 180px (h)

Portrait Vertical Banner – 265px (w) x 810px (h)

Mobile ad – 360px (w) x 280px (h) – less than 1MB and 72dpi.

For each advertisement, the business will need to supply two sizes. The file must be no more than 1MB and 72dpi

Animated GIFs must be no more than 1MB.

6. Liability for the Advertisement

6.1 Go! Southampton accepts no liability in relation to the content of any Advertisement and the Advertiser shall indemnify Go! Southampton against any claim, loss, damage and/or expense that Go! Southampton may incur as a direct or indirect consequence of content of the Advertisement or publishing the Advertisement in accordance with the instructions of the Advertiser.

6.2 The Advertiser hereby warrants that the Advertisement does not infringe the intellectual property rights of any third party.

6.3 The Advertiser further warrants that the Advertisement complies with all relevant statutory requirements and does not breach any relevant advertising codes or guidance issued by the Advertising Standards Authority or any other competent body.

6.4 Go! Southampton shall be under no liability for any delay or failure to deliver the Booking or otherwise perform any obligation as specified in this Agreement if the same is wholly or partly caused whether directly or indirectly by circumstances beyond its reasonable control.

6.5 Nothing in Agreement excludes or limits the liability of either party for death or personal injury caused by negligence or any other liability which may not otherwise be limited or excluded under applicable law.

6.6 Subject to clause 4.5 Go! Southampton's aggregate liability (whether in contract, tort or otherwise) for loss or damage shall in any event be limited to a sum equal to the amount paid or payable by the Advertiser for the Advertisement in respect of one incident or series of incidents attributable to the same clause.

6.7 In no event shall Go! Southampton be liable to the Advertiser for: loss of profits, business, revenue, goodwill or anticipated savings; and/or indirect or consequential loss or damage

7. Price

7.1 The price to be paid to Go! Southampton for the Booking shall be the "Charge". The Charge excludes VAT. Go! Southampton shall deliver to the Advertiser an invoice for the price of the Booking in advance of the Advertisement being placed on the Website and the Advertiser shall pay the Charge for the Booking within 30 days of receipt of Go! Southampton's invoice.

7.2 In requesting the Booking the Advertiser is asking Go! Southampton to book advertising space for a period ("Term") and once the Advertiser has returned this Agreement it will not be able to cancel the Booking and will remain liable for payment of the price for the period of the Booking. This Clause shall not affect the Advertiser's right to cancel the Agreement in accordance with Clause 3.2.

7.3 If Go! Southampton has incurred any design costs on the Advertiser's behalf it shall invoice the Advertiser for that amount.

7.4 If the Charge or any cost under 5.4 is not paid to Go! Southampton within 30 days of receipt of valid invoice, Go! Southampton will be entitled to terminate this Agreement with immediate effect and the Advertisement will be removed from the website. 5.6 A refund of the Charges will only be payable by Go! Southampton to the Advertiser under clause 3.2 and will be calculated on a pro-rata basis from the date of termination to the remainder of the Agreement term.

8. General

8.1 A person who is not a party to this Agreement shall not have any rights under or in connection with it by virtue of the Contracts (Rights of Third Parties) Act 1999.

8.2 The Advertiser acknowledges that Go! Southampton is subject to the requirements of the Freedom of Information Act 2000 and the Environmental Information Regulations 2004 may be obliged to disclose information in relation to this Agreement without consulting the Advertiser.

8.3 This Agreement and any dispute or claim arising out of or in connection with it or its subject matter shall be governed by and construed in accordance with the laws of England and Wales.

Website Privacy & Cookie Policy

Key details

This website privacy policy describes how Go! Southampton protects and makes use of the information you give when you use this website. If you are asked to provide information when using this website, it will only be used in the ways described in this privacy policy.

If you have any questions about this policy, please:

Email info@gosouthampton.co.uk

Write to: Southampton Business Improvement District Ltd
Sir James Matthews building – Office SMZ23
157-187 Above Bar Street

Southampton
SO14 7NN
Phone: 02380 003637

What is personal data?

Personal data is information that can be used to help identify an individual, such as name, address, phone number or email address.

Introduction

Go! Southampton manage the website on behalf of Visit Southampton. You can view their privacy policy [here](#). The data you input is not shared with anyone outside of Go! Southampton or Visit Southampton and is only used for Visit Southampton tourism purposes.

What data we gather from you

[Via 'signing up' to the Visit Southampton newsletter from the website:](#)

If you would like to sign up to the Visit Southampton newsletter, you will be asked for your contact name, email address and required to tick a 'confirm sign up' box to complete your action. At this stage in sign up, your data will be automatically entered into a list on Mailchimp (our newsletter provider). [You can read their privacy policy here.](#) Once your data is held with Mailchimp, this is only then ever shared/seen by Go! Southampton so that they can process your request. You can read their privacy policy [here](#).

How we use this data and how long do we store it for?

We use this data for the purposes explained above and do not share your data outside of the companies detailed above. We will keep your data as long as necessary to fulfil your request or at a time when you ask us to delete it.

Social Media Competitions

If you enter into a social media competition through the Visit Southampton social media channels, you will be required to supply some personal data to enter the competition. The data required will be kept for the duration of the competition and then removed afterwards.

[View Facebook privacy policy here.](#)

[View Twitter privacy policy here.](#)

[View Instagram privacy policy here.](#)

Your rights

You can ask us to stop processing your personal data at any time. This may delay or prevent us delivering a service to you. We will try to meet your request but we may be required to hold or process information to meet our legal duties. You are entitled to request access to and a copy of any information we hold about you. If you find that the information that Visit Southampton / GO! Southampton holds about you is no longer accurate, you have the right to ask to have this corrected.

Cookie Policy

What is a cookie?

A cookie is a small file placed on your computer's hard drive. It enables our website (Visit Southampton) to identify your computer as you view different pages on our website. Cookies

allow websites and applications to store your preferences in order to present content, options or functions that are specific to you. They also enable us to see information like how many people use the website and what pages they tend to visit. You will have a chance to 'accept' or block cookies on your device at any time, this is detailed below.

How we use cookies

We may use cookies to:

- Analyse our web traffic using an analytics package. Aggregated usage data helps us improve the website structure, design, content and functions.
- Identify whether you are signed in to our website. A cookie allows us to check whether you are signed in to the site.
- Test content on our website. For example, 50% of our users might see one piece of content, the other 50% a different piece of content.
- Store information about your preferences. The website can then present you with information you will find more relevant and interesting.
- To recognise when you return to our website. We may show your relevant content, or provide functionality you used previously.

Cookies do not provide us with access to your computer or any information about you, other than that which you choose to share with us.

Controlling cookies

You can use your web browser's cookie settings to determine how our website uses cookies. If you do not want our website to store cookies on your computer or device, you should set your web browser to refuse cookies. However, please note that doing this may affect how our website functions. Some pages and services may become unavailable to you. Unless you have changed your browser to refuse cookies, our website will issue cookies when you visit it. To learn more about cookies and how they are used, visit **All About Cookies**. We will always hold your information securely.

How to block Cookies

If you'd prefer to restrict, block or delete cookies from visitsouthampton.co.uk or any other website, you can use your browser to do this. Each browser is different, so check the 'Help' menu of your particular browser (or your mobile phone's handset manual) to learn how to change your cookie preferences.

Each web browser handles cookie management differently, please follow instructions for your chosen browser:

Chrome

Firefox

IE

Opera

Safari

Controlling information about you

If you have agreed that we can use your information for marketing purposes, you can change your mind easily, via one of these methods:

- Click unsubscribe on any email communication from us

- Send an email to info@gosouthampton.co.uk

We will never lease, distribute or sell your personal information to third parties unless we have your permission or the law requires us to. Any personal information we hold about you is stored and processed under our data protection policy, in line with the Data Protection Act 1998.

Links from our site

Our website may contain links to other websites.

Please note that we have no control of websites outside the Visit Southampton domain. If you provide information to a website to which we link, we are not responsible for its protection and privacy.

Always be wary when submitting data to websites. Read the site's data protection and privacy policies fully.

More information

If you would like further information about any of the details in this notice, please contact us by email, phone or post:

Email: info@gosouthampton.co.uk

Write to: Southampton Business Improvement District Ltd

Sir James Matthews building – Office SMZ23

157-187 Above Bar Street

Southampton

SO14 7NN

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