

# THE WINDOW MARKETING COMPANY

thewindowmarketingco.co.uk

## Terms & Conditions of Sale

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**Last updated:** 17 February 2026

These Terms and Conditions ("Terms") govern all orders placed with Adverto Media Ltd, trading as The Window Marketing Company ("we", "us", "our"), a company registered in England and Wales. By placing an order through our website at thewindowmarketingco.co.uk, you ("the Client") agree to be bound by these Terms.

These Terms apply exclusively to business-to-business transactions. By placing an order you confirm that you are acting in the course of a trade, business, craft, or profession.

## 1. Our Services

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We provide the following services:

- Printed marketing materials – including but not limited to business cards, flyers, ad boards, and review cards
- Website design and development
- Social media graphic design

The precise specification of each product or service will be set out in the order confirmation we issue to you.

## 2. Placing an Order

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### 2.1 Order Process

Orders may be placed through our website. A contract between us is only formed when we issue a written order confirmation by email. Any acknowledgement of receipt of your order does not constitute acceptance.

### 2.2 Accuracy of Information

You are responsible for ensuring that all information, artwork, copy, and other content you supply is accurate, complete, and suitable for the intended purpose. We accept no liability for errors in content supplied by you.

### 2.3 Artwork & Content Approval

For design services, we will provide you with a digital proof for approval before proceeding to print or publication. You must carefully check all proofs for errors, including (but not limited to) spelling, grammar, layout, and contact details. Once you provide written approval, we will proceed and you accept responsibility for any errors in the approved artwork.

## 3. Design Revisions

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Each order includes up to two (2) rounds of design revisions at no additional charge. A revision round is defined as a single consolidated set of amends submitted by you following receipt of a design proof.

Additional revision rounds requested beyond the two included will be charged at our standard hourly design rate, which will be communicated to you in advance of any additional charges being incurred.

A revision request constitutes a new set of changes submitted after you have already responded to a proof. Substantially different design briefs submitted after work has commenced may be treated as a new order at our discretion.

## **4. Pricing & Payment**

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### **4.1 Prices**

All prices displayed on our website are in pounds sterling (GBP) and are exclusive of VAT unless otherwise stated. VAT will be applied at the applicable rate at the time of purchase.

### **4.2 Payment**

Full payment is required at the time of placing your order. We accept payment via the methods displayed at checkout. We will not begin design work, production, or procurement until payment has been received and cleared.

### **4.3 Promotional Codes**

Promotional discount codes may be applied at checkout and are subject to the specific terms of each promotion. Codes cannot be applied retrospectively, combined with other offers (unless expressly stated), or used after their expiry date.

## **5. Delivery of Printed Goods**

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We aim to dispatch printed goods within the timeframe indicated on the relevant product page. All delivery timeframes are estimates and are not guaranteed unless expressly stated.

Delivery is to the address specified at checkout. Risk in the goods passes to you upon delivery. We are not responsible for delays caused by courier services, incorrect delivery addresses provided by you, or circumstances beyond our reasonable control.

If goods are damaged in transit, you must notify us in writing within 48 hours of receipt, providing photographic evidence, so that we can investigate and arrange a remedy where appropriate.

## **6. Returns & Cancellations – Printed Goods**

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### **6.1 No Returns Once Print Has Commenced**

Due to the bespoke and personalised nature of printed products, once an order has entered production (i.e. once you have approved the artwork and printing has commenced), we are unable to accept cancellations or returns, except where the goods are faulty or do not conform to the order confirmation.

### **6.2 Pre-Production Cancellations**

If you wish to cancel an order before artwork has been approved and production has commenced, please contact us immediately at [sales@thewindowmarketingco.co.uk](mailto:sales@thewindowmarketingco.co.uk). We will endeavour to accommodate cancellation requests made at this stage, but cannot guarantee this where design work has already been carried out. In such cases, a charge may be levied to cover work already completed.

### **6.3 Faulty or Incorrect Goods**

If the printed goods we deliver are defective or materially different from those described in your order confirmation, you must notify us within 7 days of delivery with supporting photographic evidence. We will, at our discretion, either reprint the affected items or issue a refund. This does not affect any statutory rights you may have.

## **7. Website Design Services**

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### **7.1 Scope of Work**

The scope of each website project will be agreed in writing prior to commencement and set out in the order confirmation or a separate project brief. Any features or pages not included in the agreed scope will constitute a variation and may be subject to additional charges.

### **7.2 Client Responsibilities**

You are responsible for providing all required content (including text, images, logos, and brand guidelines) within any agreed timeframes. Delays caused by late provision of content may affect project timelines and we accept no liability for such delays.

### **7.3 Intellectual Property**

Upon receipt of full payment, ownership of the final deliverables created specifically for you transfers to you. We retain ownership of any pre-existing materials, frameworks, tools, or third-party resources used in creating your website. We may display the completed work in our portfolio unless you request otherwise in writing.

### **7.4 Hosting & Ongoing Maintenance**

Unless expressly included in your order, website hosting and ongoing maintenance are not covered by a website design order. We are not responsible for the ongoing availability, performance, or security of your website following handover.

## **8. Social Media Design Services**

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Social media design services cover the creation of graphic assets as specified in your order. We do not manage, post to, or take responsibility for your social media accounts unless this is expressly included in your order.

You warrant that any content, images, trademarks, or other materials you provide to us for inclusion in social media designs do not infringe the intellectual property rights or any other rights of any third party.

## **9. Intellectual Property & Content**

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### **9.1 Your Content**

By providing us with content, images, logos, or other materials, you grant us a non-exclusive licence to use those materials for the purpose of fulfilling your order. You warrant that you have the right to use and to authorise us to use all such materials.

### **9.2 Third-Party Assets**

Where your project requires the use of third-party stock images, fonts, or other licensed assets, any licence fees will either be included in your order price or itemised separately. You are responsible for ensuring that any assets you supply are properly licensed for your intended use.

## 10. Limitation of Liability

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To the fullest extent permitted by law:

- Our total aggregate liability to you arising out of or in connection with any order shall not exceed the total price paid by you for that order.
- We shall not be liable for any indirect, consequential, special, or incidental loss, including loss of profits, loss of business, or loss of reputation, even if we have been advised of the possibility of such losses.
- We are not liable for any loss or damage arising from your use of printed materials or digital assets in a manner inconsistent with any guidance we have provided.

Nothing in these Terms limits or excludes our liability for death or personal injury caused by our negligence, fraud or fraudulent misrepresentation, or any other liability that cannot be limited or excluded by law.

## 11. Confidentiality

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We will treat any information you share with us in connection with your order as confidential and will not disclose it to any third party except where necessary to fulfil the order (e.g. print suppliers), where required by law, or with your prior consent.

## 12. Data Protection

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We process your personal data in accordance with our Privacy Policy, available on our website. By placing an order, you agree to the collection and use of your information as described therein. We comply with the UK General Data Protection Regulation (UK GDPR) and the Data Protection Act 2018.

## 13. Force Majeure

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We will not be in breach of these Terms or liable for any delay or failure to perform our obligations where such delay or failure results from circumstances beyond our reasonable control, including but not limited to acts of God, pandemic, flood, fire, earthquake, government restrictions, supply chain disruptions, or failures of third-party suppliers. In such circumstances, we will notify you as soon as reasonably practicable and aim to resume performance at the earliest opportunity.

## 14. Governing Law & Disputes

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These Terms and any dispute or claim arising out of or in connection with them shall be governed by and construed in accordance with the laws of England and Wales.

In the event of a dispute, we encourage you to contact us in the first instance at [sales@thewindowmarketingco.co.uk](mailto:sales@thewindowmarketingco.co.uk) so that we may seek to resolve the matter amicably. If a resolution cannot be reached, both parties agree to submit to the exclusive jurisdiction of the courts of England and Wales.

## 15. Changes to These Terms

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We reserve the right to amend these Terms at any time. The version in force at the time you place your order will apply to that order. Updated Terms will be published on our website.

## 16. Contact Us

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If you have any questions about these Terms, please contact us:

### **Adverto Media Ltd**

Trading as: The Window Marketing Company

Address: Waterwells Business Park, Gloucester, GL2 2AT

Email: [sales@thewindowmarketingco.co.uk](mailto:sales@thewindowmarketingco.co.uk)

Website: [thewindowmarketingco.co.uk](http://thewindowmarketingco.co.uk)