

Back Door Ads Ltd

ADVERTISER TERMS AND CONDITIONS

www.backdoorads.co.uk

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1. Introduction and Agreement

These Terms and Conditions ('Terms') govern your use of the Back Door Ads Ltd platform ('Platform') as an Advertiser. By creating an account, submitting artwork, purchasing a Campaign, or otherwise using the Platform, you agree to be bound by these Terms in full.

Back Door Ads Ltd operates an online marketplace that connects Advertisers ('you', 'the Advertiser') with Fleet Owners who display commercial advertising on their vehicles. We act as an intermediary platform provider and are not a party to the contract between you and a Fleet Owner for the display of your advertising.

If you do not agree to these Terms, you must not register as an Advertiser or use the Platform in any capacity.

2. Definitions

In these Terms, the following definitions apply:

- "Platform" means the Back Door Ads Ltd website, mobile applications, and related services at backdoorads.co.uk.
- "Advertiser" means any individual, partnership, or company that purchases advertising space through the Platform.
- "Fleet Owner" means any individual or company that has registered vehicles on the Platform for advertising purposes.
- "Campaign" means an agreed advertising placement on one or more vehicles for a specified duration and route profile.
- "Artwork" means any images, designs, logos, text, or other creative materials you submit for use in a Campaign.
- "Wrap" or "Vinyl Wrap" means the printed adhesive material applied to a vehicle displaying your Artwork.
- "Booking" means a confirmed Campaign between you and a Fleet Owner, facilitated through the Platform.
- "CAP Code" means the UK Code of Non-broadcast Advertising and Direct & Promotional Marketing, as issued and updated by the Advertising Standards Authority (ASA).
- "Introduction" means the first occasion on which Back Door Ads Ltd connects or facilitates contact between an Advertiser and a Fleet Owner, whether through the Platform, by email, or by any other means.
- "Restriction Period" means the period of 36 months commencing from the date of the first Introduction between an Advertiser and a Fleet Owner.
- "Direct Arrangement" means any agreement, contract, or arrangement between an Advertiser and a Fleet Owner to conduct vehicle advertising activities of the type facilitated by the Platform, entered into other than through the Platform.

3. Registration and Eligibility

3.1 Eligibility

To register as an Advertiser on the Platform, you must:

- Be at least 18 years of age (or the age of majority in your jurisdiction, if higher).
- Have the legal capacity and authority to enter into binding contracts.
- Be the owner of, or have full authorisation to use, all Artwork and intellectual property submitted to the Platform.
- Not be prohibited from advertising in the UK under any applicable law, regulatory decision, or court order.

3.2 Business Advertisers

If you are registering on behalf of a company or organisation, you warrant that you have the authority to bind that entity to these Terms.

4. Advertising Standards Compliance

4.1 Your Obligations

All advertising content you submit through the Platform must comply in full with:

- The UK Code of Non-broadcast Advertising and Direct & Promotional Marketing (CAP Code), as published and updated by the ASA.
- The Advertising Standards Authority's rules and guidance, including sector-specific rules.
- All applicable UK legislation governing advertising, including the Consumer Protection from Unfair Trading Regulations 2008, the Business Protection from Misleading Marketing Regulations 2008, and any sector-specific regulations.
- The Equality Act 2010 — advertising must not discriminate or incite hatred.

4.2 Prohibited Content

You must not submit Artwork or request Campaigns for any advertising that:

- Is misleading, deceptive, or likely to mislead consumers about any product or service.
- Is offensive, indecent, or likely to cause serious or widespread offence to the general public.
- Promotes tobacco products, e-cigarettes, or nicotine products (except where the advertiser holds all required regulatory approvals and the display is restricted to appropriate audiences — which outdoor vehicle wraps are generally unable to guarantee, and such campaigns are therefore not permitted).
- Promotes gambling products or services without full compliance with Gambling Commission requirements and ASA gambling advertising rules, including placement restrictions and responsible gambling messaging.
- Promotes alcohol in a manner that targets minors, encourages excessive consumption, or associates alcohol with activities requiring alertness (such as driving).
- Contains adult, explicit, or sexually suggestive content.
- Promotes illegal products, services, or activities.
- Incites hatred or discrimination on the basis of race, religion, gender, sexual orientation, disability, nationality, or any other protected characteristic.
- Contains claims that cannot be substantiated.

- Infringes the intellectual property rights of any third party.
- Is targeted at or particularly appeals to children in a manner that is irresponsible or harmful.
- Relates to prescription-only medicines, unapproved health claims, or financial promotions that are not appropriately regulated and approved.

4.3 Back Door Ads Ltd Approval Rights

Back Door Ads Ltd reserves the right to review all Artwork prior to printing and application. We may refuse, require amendment of, or remove any advertising content that, in our reasonable opinion:

- Does not comply with the CAP Code or applicable legislation.
- Is likely to bring Back Door Ads Ltd, Fleet Owners, or the Platform into disrepute.
- Falls within any of the prohibited categories listed in Clause 4.2.
- Is otherwise unsuitable for display on commercial vehicles in public spaces.

We are not obliged to provide detailed reasons for refusal, but we will endeavour to notify you promptly and give you an opportunity to revise and resubmit where the issues are capable of remedy.

4.4 Responsibility for Compliance

You accept full and sole responsibility for ensuring your advertising content complies with all applicable advertising standards, codes, and regulations. Back Door Ads Ltd's review and approval of Artwork does not constitute legal advice or a guarantee of regulatory compliance, and does not transfer regulatory responsibility to us.

If any advertising you place through the Platform is subject to an ASA complaint, investigation, or ruling, you agree to cooperate fully with the investigation and to indemnify Back Door Ads Ltd for any costs, penalties, or reputational damage arising from your breach of advertising standards.

5. Artwork Submission and Approval

5.1 Artwork Requirements

Artwork must be submitted in accordance with the technical specifications set out on the Platform, including file format, resolution, bleed areas, and safe zones. Back Door Ads Ltd accepts no responsibility for print quality issues arising from Artwork that does not meet these specifications.

5.2 Approval Process

Following submission, Artwork will be reviewed for compliance with these Terms and print readiness. You will be notified of approval or of required changes within the timeframe specified on the Platform. Campaigns cannot proceed to the print or booking stage until Artwork is approved.

5.3 Artwork Revisions

You are entitled to submit revised Artwork in response to approval feedback. Excessive revisions, or revisions that fall outside the original agreed Campaign scope, may incur additional charges as notified to you in advance.

5.4 Intellectual Property Warranty

By submitting Artwork, you warrant that:

- You own or have a valid licence for all elements of the Artwork including images, fonts, and trademarks.
- Use of the Artwork as described will not infringe any third party's intellectual property rights.
- You indemnify Back Door Ads Ltd fully against any third-party claims arising from your Artwork.

6. Bookings, Payment and Campaigns

6.1 Booking Confirmation

A Campaign is confirmed upon receipt of full payment and written confirmation from Back Door Ads Ltd via the Platform or email. Until payment is received and confirmation issued, no Booking shall be considered binding on either party.

6.2 Campaign Details

Campaign details including vehicle(s), route profile, duration, start date, and pricing will be confirmed in writing at the time of Booking. It is your responsibility to verify these details before completing payment.

6.3 Payment

Payment for Campaigns is processed via Stripe or such other payment method as may be offered on the Platform. Payment is due in full at the time of Booking unless otherwise agreed in writing. All prices are quoted exclusive of VAT unless stated otherwise.

By submitting payment, you authorise Back Door Ads Ltd to charge the full Campaign fee to your designated payment method.

7. Cancellation and Refund Policy

7.1 Cancellation by You

If you wish to cancel a confirmed Booking:

- More than 14 days before the Campaign start date: you will receive a full refund of the Campaign fee, less any third-party processing fees (e.g. Stripe).
- Between 7 and 14 days before the Campaign start date: you will receive a 50% refund of the Campaign fee. Print costs already incurred at the point of cancellation may be deducted.
- Within 7 days of the Campaign start date: no refund is due. The full Campaign fee is non-refundable as print and preparation costs will have been committed.
- After wrap application has taken place: no refund is due and you remain liable for the full Campaign fee.

7.2 Cancellation by Back Door Ads Ltd

Back Door Ads Ltd may cancel a Booking prior to the Campaign start date if:

- The Fleet Owner cancels and no suitable replacement vehicle can be arranged within a reasonable timeframe.
- Your Artwork fails to achieve approval, and you do not provide compliant Artwork within the required timeframe.
- A force majeure event prevents the Campaign from proceeding.

In such circumstances, you will receive a full refund of the Campaign fee paid.

7.3 Campaign Disruption After Start

If a Campaign is disrupted after the wrap has been applied and the Campaign has commenced due to circumstances beyond your control and not attributable to you (for example, a Fleet Owner vehicle being taken off the road), Back Door Ads Ltd will use reasonable endeavours to arrange a replacement vehicle or, where that is not possible, issue a pro-rated refund for the unfulfilled portion of the Campaign.

No refund or credit will be issued where disruption is caused by your own actions, including non-compliant Artwork, late submission of materials, or breach of these Terms.

7.4 Non-Delivery

If Back Door Ads Ltd fails to deliver a Campaign for reasons within our control, and we are unable to offer a suitable alternative, we will issue a full refund of all sums paid by you for that Campaign.

8. Changes to Confirmed Campaigns

Requests to change Campaign details (dates, vehicles, duration) after Booking confirmation are subject to availability and may incur additional charges. Change requests must be made in writing through the Platform. We cannot guarantee that change requests will be accommodated.

9. Non-Circumvention and Platform Exclusivity

9.1 Prohibition on Direct Arrangements

In consideration of the Introduction provided by Back Door Ads Ltd, you agree that during the Restriction Period you will not, directly or indirectly:

- Enter into any Direct Arrangement with a Fleet Owner who was Introduced to you through the Platform.
- Solicit, approach, or invite any such Fleet Owner to enter into a Direct Arrangement for vehicle advertising services.
- Assist, encourage, or procure any third party to enter into a Direct Arrangement with such a Fleet Owner on your behalf or for your benefit.
- Conduct any vehicle advertising activity using a Fleet Owner Introduced through the Platform other than through the Platform and in accordance with these Terms.

9.2 Platform Fee Obligations

Where, notwithstanding Clause 9.1, you enter into or benefit from a Direct Arrangement with a Fleet Owner during the Restriction Period, you agree to pay Back Door Ads Ltd a platform service fee ('Circumvention Fee') equivalent to the standard platform service fee that would have been payable had the relevant advertising been booked through the Platform. The Circumvention Fee shall be calculated by reference to the total value of all advertising conducted under or in connection with the Direct Arrangement during the Restriction Period.

You acknowledge that the Circumvention Fee represents a genuine pre-estimate of the loss suffered by Back Door Ads Ltd as a result of the circumvention of its platform and fee structure, and that it is reasonable in all the circumstances.

9.3 Notification Obligation

If a Fleet Owner Introduced to you through the Platform approaches you or otherwise solicits a Direct Arrangement outside of the Platform, you must notify Back Door Ads Ltd in writing within 5 business days of that approach. Failure to notify Back Door Ads Ltd of such an approach does not relieve you of your obligations under this Clause 9.

9.4 Record-Keeping

You agree to maintain accurate records of all advertising arrangements with Fleet Owners Introduced through the Platform for a minimum of 36 months from the date of Introduction, and to provide such records to Back Door Ads Ltd upon reasonable written request, to enable Back Door Ads Ltd to verify compliance with this Clause 9.

9.5 Injunctive Relief

You acknowledge that any breach of this Clause 9 would cause Back Door Ads Ltd irreparable harm for which monetary damages alone would be an insufficient remedy. Back Door Ads Ltd is therefore entitled to seek injunctive relief or other equitable remedy in addition to any other remedies available at law or in equity, without the need to demonstrate actual financial loss.

9.6 Survival

The obligations in this Clause 9 shall survive the termination or expiry of these Terms for the duration of the Restriction Period applicable to each relevant Introduction.

10. Intellectual Property

10.1 Your Artwork

You retain all intellectual property rights in your Artwork. By submitting Artwork to the Platform, you grant Back Door Ads Ltd a non-exclusive, royalty-free licence to use, reproduce, and display the Artwork solely for the purposes of fulfilling the Campaign, and to use photographs of vehicles displaying your Artwork for the purpose of reporting Campaign performance to you.

10.2 Platform Content

All other content on the Platform, including the Back Door Ads Ltd brand, website, and proprietary software, is owned by or licensed to Back Door Ads Ltd. You have no right to use any such materials except as expressly permitted.

11. Data Protection

Back Door Ads Ltd processes personal data in accordance with its Privacy Policy and in compliance with the UK General Data Protection Regulation (UK GDPR) and the Data Protection Act 2018. By using the Platform, you acknowledge and agree to such processing as described in the Privacy Policy.

Where you provide personal data of third parties (for example, contact persons at your organisation), you warrant that you have the right to provide that data and that those individuals have been informed of how their data will be used.

12. Liability and Indemnity

12.1 Your Liability

You are liable for and agree to indemnify Back Door Ads Ltd and its directors, employees, and agents against all claims, losses, costs, and expenses (including reasonable legal fees) arising from:

- Your breach of these Terms.
- Your Artwork infringing the rights of any third party.
- Your Artwork failing to comply with advertising standards, regulations, or applicable law.
- Any misrepresentation made by you.
- Any breach of your obligations under Clause 9 (Non-Circumvention and Platform Exclusivity).

12.2 Back Door Ads Ltd Liability

To the extent permitted by applicable law:

- Back Door Ads Ltd acts as an intermediary marketplace and is not responsible for the acts or omissions of Fleet Owners.
- We do not guarantee specific audience numbers, geographic reach, or advertising effectiveness.
- Our liability to you in connection with any Campaign shall not exceed the total fees paid by you for that Campaign.
- We are not liable for any indirect, consequential, special, or economic loss arising from use of the Platform.

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

13. Platform Use and Conduct

You agree not to:

- Use the Platform for any unlawful purpose.
- Attempt to contact Fleet Owners outside the Platform in order to circumvent Back Door Ads Ltd's fee structure.
- Submit false, misleading, or fraudulent information.
- Use automated systems, bots, or scripts to interact with the Platform without prior written consent.
- Interfere with the Platform's technical operation or security.

14. Suspension and Termination

Back Door Ads Ltd may suspend or terminate your account with immediate effect if:

- You breach any of these Terms, including by submitting non-compliant Artwork.
- A confirmed Campaign is subject to an ASA ruling or legal challenge as a result of your advertising content.
- We have reason to believe you have provided false information or misrepresented your authority to advertise.
- You behave in an abusive, threatening, or unreasonable manner toward Fleet Owners or Back Door Ads Ltd personnel.
- You are found to be in breach of your obligations under Clause 9 (Non-Circumvention and Platform Exclusivity).

Where your account is terminated for breach, any sums paid for confirmed Campaigns that have not yet commenced may be refunded at our discretion, taking into account costs already incurred.

15. Dispute Resolution

In the event of a dispute between you and a Fleet Owner, Back Door Ads Ltd will use reasonable efforts to mediate and facilitate a fair resolution. Both parties agree to act in good faith during any such process.

Formal complaints about Back Door Ads Ltd should be submitted in writing. We aim to acknowledge all complaints within 5 business days and provide a substantive response within 15 business days.

These Terms are governed by the laws of England and Wales. Any disputes that cannot be resolved informally shall be subject to the exclusive jurisdiction of the courts of England and Wales.

16. Changes to These Terms

Back Door Ads Ltd reserves the right to update these Terms at any time. We will provide at least 14 days' notice of material changes via email or Platform notification. Your continued use of the Platform after that notice period constitutes your acceptance of the updated Terms.

17. Entire Agreement

These Terms, together with our Privacy Policy and any Campaign confirmation documents, constitute the entire agreement between you and Back Door Ads Ltd with respect to your use of the Platform as an Advertiser, and supersede all prior discussions and representations.

18. Contact Information

For any queries relating to these Terms, please contact:

Back Door Ads Ltd

Website: www.backdoorads.co.uk

Email: mail@backdoorads.co.uk