



Life In...Magazines' Terms & Conditions

1. Interpretation

Definitions:

Business Day: A day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

Charges: The charges payable by you for the supply of the Services in accordance with clause 5 (Charges and payment).

Contract: The contract between us and you.

Customer Default: Has the meaning set out in clause 4.2.

Intellectual Property Rights: Patents, rights to inventions, copyright and neighbouring and related rights, moral rights, trademarks and service marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off or unfair competition, rights in designs rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Order: Your order for Advertisement.

Services: The services supplied by us to you.

Specification: The description or specification of the services provided by us to you.

Start Date: Has the meaning given in clause 2.2.

Us/we: Luna Creative Media Ltd registered in England and Wales. Company number 12819122

You/your: The person or firm who purchases Services from us.

2. Basis of contract

2.1 The Order constitutes an offer by you to purchase services in accordance with these Conditions.

2.2 The Order is accepted when we write to you to confirm your Order (Start Date).

2.3 Any samples, drawings, descriptive matter or advertising issued by us, and any descriptions or illustrations contained in our catalogues or brochures, are issued or published for the sole purpose of giving an approximate idea of the Services described in them. They shall not form a part of the Contract or have any contractual force.

2.4 These Conditions apply to the Contract to the exclusion of any other terms.

2.5 Any quotation given by us shall be valid for a period of 20 Business Days from its date of issue.

3. Supply of Services

3.1 A Copy of your advertisement must be sent to us before the deadline date as notified to you.

3.2 If you have requested that your advertisement be designed by us, it is your responsibility to ensure that you supply the correct information about your business prior to the copy deadline and you must proof-check the advertisement by the deadline date. You are responsible for proofing and checking/approving artwork. Any artwork that is designed by us will be submitted to the customer via email for approval. If no confirmation of proof is received before the copy deadline then we will run the advert as it is. If any errors are detected after insertion, Life In...Magazines accepts no liability and no credit or refund will be offered.

3.3 Advertisements submitted to us should be in one of the following formats: PDF, JPEG, TIFF or EPS, with a minimum of 300 DPI resolution. They must be submitted by email to hello@lifeinmagazines.co.uk

3.4 We take no responsibility for the content of your advertisement. It is your responsibility to ensure that the content of the advertisement is accurate, complies with all applicable laws; and does not infringe the Intellectual Property Rights of any third party.

3.5 Unless you ask us not to do so, we will repeat the same advertisement each month, any adjustment or alteration to an advertisement will incur a charge.

3.6 In the event of the advertisement not being supplied by the deadline we reserve the right to repeat any previous advertisement.

3.7 The positioning of advertisements is at our discretion, except where a specifically requested, preferred position (such as page location, competitive separation or placement facing editorial copy) is acknowledged by us in writing. Our inability or failure to comply with any positioning request shall not relieve you of the obligation to pay for the Services.

3.8 We retain the right to alter advertisements if this is required in our reasonable opinion.

3.9 We reserve the right to refuse advertisements which may be defamatory, offensive or which promote anything that may be considered offensive.

3.10 We make no guarantees that the advertisement will be successful; therefore, we will not issue a refund if no response is received.

4. Your obligations

4.1 You shall:

(a) Ensure that the terms of the Order and any information you provide are complete and accurate;

(b) You shall indemnify and hold us harmless against any claims by third parties brought against us arising out of or in connection with:

I. Your breach of any of the terms of this Contract;

II. Any breach or inaccuracy in your representations and warranties.

III. Any claim for breach of I.P. or copyright

(c) Obtain our consent to use any advertisement produced by us and pay us the associated Charges.

(d) Co-operate with us in all matters relating to the Services;

(e) Provide us with such information and materials as we may reasonably require in order to supply the Services, and ensure that such information is complete and accurate in all material respects;

(f) Obtain and maintain all necessary licences, permissions and consents which may be required for the Services before the date on which the Services are to start;

(g) Comply with all applicable laws.

4.2 If our performance of any of our obligations under the Contract are prevented or delayed by any act or omission by you or failure by you to perform any relevant obligation (Customer Default):

(a) Without limiting or affecting any other right or remedy available to us, we shall have the right to suspend performance of the Services until you remedy the Customer Default, and to rely on the Customer Default to relieve us from the performance of any of our obligations in each case to the extent the Customer Default prevents or delays our performance of any of our obligations;

(b) We shall not be liable for any costs or losses sustained or incurred by you arising directly or indirectly from our failure or delay to perform any of its obligations as set out in this clause 4.2; and

(c) You shall reimburse us on written demand for any costs or losses sustained or incurred by us arising directly or indirectly from the Customer Default.

5. Charges and payment

5.1 The Charges for the Services shall be as stated on the Quotation.

5.2 We reserve the right to increase the Charges as notified to you in advance.

5.3 We will invoice you and the invoice will be paid:

(a) Within 14 days of the date of the invoice or in accordance with any credit terms agreed by us and confirmed in writing; and

(b) In full and in cleared funds; and

5.4 Time for payment shall be of the essence of the Contract.

5.5 If you fail to make a payment due by the due date, then, without limiting our remedies under clause 9, you shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause 5.5 will accrue each day at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%.

5.6 All amounts due shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

6. Intellectual property rights

6.1 All Intellectual Property Rights in or arising out of or in connection with the Services (other than Intellectual Property Rights in any materials provided by you) shall be owned by us.

6.2 If you wish to use any Intellectual Property belonging to us, you must first seek our consent and pay to us a (licence or royalty whichever you prefer) fee.

6.3 You grant to us a fully paid-up, non-exclusive, royalty-free, non-transferable licence to copy and modify any materials provided by you to us for the term of the Contract for the purpose of providing the Services.

7. Data protection

7.1 Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 7 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation. In this clause 7, Applicable Laws means (for so long as and to the extent that they apply) the law of the European Union, the law of any member state of the European Union and/or Domestic UK Law; and Domestic UK Law means the Data Protection Legislation from time to time in force in the UK and any other law that applies in the UK.

7.2 The parties acknowledge that for the purposes of the Data Protection Legislation, you are the controller and we are the processor.

7.3 Without prejudice to the generality of clause 7.1, you will ensure that you have all necessary appropriate consents and notices in place to enable lawful transfer of the personal data to us for the duration and purposes of the Contract.

7.4 We may use the data to fulfil our obligations under this contract, to market similar products and services or for any other lawful purpose. For further information see www.lifeinmagazines.co.uk/about/privacy-policy

8. Limitation of liability: YOUR ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE.

8.1 We shall not be liable for any lost profits or any indirect, consequential, special, incidental, or punitive damages arising out of, based on, or resulting from the Services, even if we have been advised of the possibility of such damages. These limitations and exclusions apply without regard to whether the damages arise from breach of contract, negligence or any other cause of action. If you are dissatisfied with the Services, then your sole and exclusive remedy against us is to discontinue using the Services. In all events, our liability, to you or any third party in any circumstance arising out of or in connection with the Services is limited to £100.00 in the aggregate.

8.2 Nothing in this clause 8 shall be construed as limiting liability for death or personal injury caused by negligence, fraud, fraudulent misrepresentation or any other matter for which it would be permitted by law for us to exclude or attempt to exclude our liability.

8.3 We reserve the right to remove from sale any Services for technical, legal or regulatory reasons without penalty or compensation.

8.4 This clause 8 shall survive termination of the Contract.

9. Termination

9.1 Without affecting any other right or remedy available to it, either party may terminate the Contract by giving the other party two week's written notice such notice to expire on the date of the next deadline for submission of an advertisement.

9.2 Without affecting any other right or remedy available to it, either party may terminate the Contract with immediate effect by giving written notice to the other party if:

(a) The other party commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 7 days of that party being notified in writing to do so;

(b) The other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business [or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction];

(c) The other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or

(d) The other party's financial position deteriorates to such an extent that in the terminating party's opinion the other party's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.

9.3 Without affecting any other right or remedy available to us, we may terminate the Contract with immediate effect by giving written notice to you if:

(a) You fail to pay any amount due under the Contract on the due date for payment; or

(b) There is a change of control.

9.4 Without affecting any other right or remedy available to us, we may suspend the supply of Services under the Contract or any other contract if you fail to pay any amount due to us on the due date for payment, or you become, or we reasonably believe you are about to become subject to any of the events listed in clause 9.

10. Consequences of termination

10.1 On termination of the Contract you shall immediately pay to us all of our outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, we shall submit an invoice, which shall be payable by you immediately on receipt.

10.2 If you have received a discount for a package deal, and the Contract is Terminated prior to the expiry of the package deal, then the discount will not apply and we will invoice you for the full costs of the Services received at the date of Termination without applying the discount.

10.3 Termination or expiry of the Contract shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry.

10.4 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Contract shall remain in full force and effect.

11. General

11.1 Force majeure. Neither party shall be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under the Contract if such delay or failure result from events, circumstances or causes beyond its reasonable control.

11.2 Assignment and other dealings.

(a) We may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of our rights and obligations under the Contract.

(b) You shall not assign, transfer, or deal in any other manner with any of your rights and obligations under the Contract without our prior written consent.

11.3 Entire agreement

(a) The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

(b) Each party acknowledges that in entering into the Contract it does not rely on, and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract.

11.4 Variation. Except as set out in these Conditions, no variation of the Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

11.5 Severance. If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.

11.6 Third party rights

Unless it expressly states otherwise, the Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.

11.7 Governing law. The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by, and construed in accordance with the law of England and Wales.

11.8 Jurisdiction. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.