

Letchworth Living Magazine Advertising Terms & Conditions

Definitions & Interpretation

1.1 For the purpose of these terms and conditions:

"**Advertisement**" refers to any promotional or advertising material, whether intended for print or online publication.

"**Advertisement Confirmation**" denotes the written confirmation by Letchworth Living acknowledging The Buyer's order.

"**Advertiser**" pertains to any individual or entity promoting products or services to the public, irrespective of whether The Buyer or another representative.

"**Advertiser Dependencies**" encompass the obligations specified by Letchworth Living, including the Copy Deadline and any other requirements related to the Advertisement.

"**The Buyer**" is the party placing the order for Advertisement publication with Letchworth Living.

"**Copy Deadline**" is the latest date, as indicated on the Advertisement Confirmation, by which The Buyer must provide complete instructions and copy for the Advertisement.

"**Online Publication**" includes any digital platform operated by Letchworth Living, see website Terms of Use.

"**Letchworth Living**" refers to Ava Jane Ltd, trading as Letchworth Living, with its registered office at 72 New Road, Clifton, Shefford, England, SG17 5JL.

1.2 Where applicable, gender and number references in the terms include all variations. References to legislation consider the current state, incorporating amendments or re-enactments.

Application of these Terms and Conditions

2.1 All Advertisements accepted by Letchworth Living are subject to these terms, overriding any conflicting terms proposed by The Buyer. Any variations require written agreement from Letchworth Living.

2.2 The acceptance of an order by Letchworth Living is confirmed with the issuance of the Advertisement Confirmation. For Online Publications, acceptance is granted upon issuance of the Confirmation.

2.3 Letchworth Living is not obligated to perform actions conflicting with applicable laws or regulations.

The Buyer's Obligations

The Buyer assures Letchworth Living that:

3.1 They contract with Letchworth Living as a principal.

3.2 They promptly notify Letchworth Living of any changes in details.

3.3 Advertiser Dependencies are met, and copy is delivered in an approved format.

- 3.4 Advertisement content complies with legal standards, including authorisation for the use of individuals' names or images.
- 3.5 Financial promotions adhere to relevant legislation.
- 3.6 Advertisements comply with all applicable laws and codes.

Advertisements: Copy, Alterations, Accuracy, Publication, etc.

- 4.1 Advertising or editorial copy must be received by the Copy Deadline. Deadlines are available on the Deadlines and Print Dates page on the website.
- 4.2 Letchworth Living reserves the right to require alterations to Advertisements for legal, moral, or quality reasons.
- 4.3 Advertisement sizes are measured in millimetres and described as Width x Height. Width means from left to right and Height means from top to bottom.
- 4.4 Artwork, and images must meet minimum criteria in order to produce quality reproduction into the printed and online publications. File extensions must be .PDF with no security or password protection, .PNG .JPEG or .TIFF. Images must be 300dpi for clear printing. Please note that Letchworth Living will not be responsible for the advertisement print quality for artwork that does not meet these criteria.
- 4.5 Where colours included are RGB, Pantone, or spot colours and where fonts are unknown, they will be automatically converted and substituted.
- 4.6 Letchworth Living may decline, alter, suspend, or change Advertisement positions, with efforts made to align with The Buyer's preferences. Letchworth Living may destroy materials after six months without contrary instructions.
- 4.7 Copyright in materials originated by Letchworth Living remains with Letchworth Living.
- 4.8 Results from magazine advertising are not guaranteed.

Advertisements: Responsibility and Liability

- 5.1 The Buyer indemnifies Letchworth Living against losses arising from Advertisement publication or breaches of Buyer's obligations.
- 5.2 The Buyer confirms that they have the permission and authority to purchase advertising or editorial space to be published in Letchworth Living magazine and that they have the right to use submitted logos, artwork, images, or copy. Any copyright issues are the responsibility of The Buyer.
- 5.3 Letchworth Living is not liable for errors or omissions in The Buyer's submitted logos, artwork, images, or copy.
- 5.4 Artwork, images or copy created by Letchworth Living commissioned by The Buyer will be subject to proofing and written confirmation of acceptance by The Buyer before inclusion into the printed or online publication. Written confirmation must be received by the copy deadline.
- 5.5 Letchworth Living's total liability is capped, excluding indirect or consequential losses.

Payment Terms

- 6.1 Payment is due in advance, either through the website payment portal or via bank transfer at the time of ordering. Orders are not confirmed until payment has been received.
- 6.2 Advertisement spaces and positions are not held until payment is received in full. Once payment is received then the selected advertisement space is secured. All advertisement spaces remain available until payment is received.
- 6.3 Artwork and editorial is not drafted until payment is received.
- 6.4 Where copy has not been provided to Letchworth Living by the Copy Deadline for confirmed orders, there is no guarantee that the Advertisement will be published in that issue, nor will a refund be granted.
- 6.5 Letchworth Living may charge for extra production costs and alter rates.

Cancellation & Termination

- 7.1 Cancellation requests must be in writing and confirmed by Letchworth Living.
- 7.2 Cancellation terms are outlined, and artwork costs are non-refundable after completion.
- 7.3 Advertisers are responsible for checking and approving artwork; misprints after approval are not Letchworth Living's liability.
- 7.4 Letchworth Living may terminate the contract for specified reasons.

General

- 8.1 **Governing Law:** English Law governs these terms, with the parties submitting to the exclusive jurisdiction of English courts.
- 8.2 **Severance:** Invalidity of a provision does not affect the validity of others.
- 8.3 **Waiver:** Failure to exercise a right does not waive it.
- 8.4 **Third Parties:** No third-party benefits are conferred under these terms.

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