

Terms and Conditions – Our Life Magazines

Six Three Media is the trading name of Six Three Marketing & Media Ltd. These Terms and Conditions apply to all advertisements, editorials, articles and any other material ("Advertisements") submitted to Six Three Media for publication.

1. Copyright and Permissions

- 1.1 The advertiser is responsible for ensuring they have the necessary rights and permissions to use all content supplied for publication. This includes, but is not limited to, images, photographs, logos, trademarks, artwork, graphics and text.
- 1.2 By supplying material to Six Three Media, the advertiser warrants that the content does not infringe any copyright, trademark, intellectual property right or other legal right of any third party.
- 1.3 The advertiser agrees to indemnify and hold harmless Six Three Marketing & Media Ltd against any claims, losses, damages, costs or legal proceedings arising from the use of content supplied by the advertiser.

2. Checking and Approval of Advertisements

- 2.1 It is the advertiser's responsibility to carefully review all proofs and approve the final version before publication.
- 2.2 Once approval has been given, Six Three Media accepts no responsibility for any errors, omissions or inaccuracies identified after publication.

3. Image Quality

- 3.1 All images, logos and artwork should be supplied at a minimum resolution of 300 dpi to ensure suitable print quality.
- 3.2 Six Three Media cannot be held responsible for poor print quality resulting from low-resolution or unsuitable files supplied by the advertiser.

4. Print-Ready Advertisements

- 4.1 Advertisements supplied in PDF, EPS, TIF, JPG, PSD or other finished formats will be published as provided and deemed approved for print.
- 4.2 All files should be supplied at a minimum resolution of 300 dpi.
- 4.3 Six Three Media reserves the right to resize artwork where necessary to fit the booked advertising space.
- 4.4 Six Three Media accepts no responsibility for print, formatting or production issues arising from files supplied by the advertiser.

5. Ownership of Designs Created by Six Three Media

- 5.1 Any advertisement, editorial, article or design created by Six Three Media remains the intellectual property of Six Three Marketing & Media Ltd unless otherwise agreed in writing.
- 5.2 Such materials may not be reproduced, reused or republished in any publication, website or advertising platform without prior written permission.
- 5.3 Where permission is granted, a reuse fee may apply.

6. Right to Refuse or Edit Advertisements

Six Three Media reserves the right, at its sole discretion, to refuse, reject, withdraw, amend or edit any Advertisement submitted for publication.

7. Payment Terms

- 7.1 Full payment must be received by the payment date stated on the order confirmation form, invoice or email unless otherwise agreed in writing.
- 7.2 Payments should be made by bank transfer unless an alternative payment method has been agreed in advance.
- 7.3 All invoices must be settled within seven (7) days of the invoice date, or by the payment date stated on the order confirmation, whichever is earlier, unless alternative credit terms have been agreed in writing.
- 7.4 Payments must be made in full without deduction, set-off or withholding.

8. Cancellation Policy

- 8.1 Once an advertising package has been confirmed by signed order form, email or other written agreement, the booking shall be deemed confirmed.
- 8.2 No refunds will be issued where the advertiser subsequently elects to cancel a confirmed booking.
- 8.3 Any request to cancel must be submitted in writing at least thirty (30) days prior to the applicable booking deadline.
- 8.4 Where discounted rates have been applied to a package that is subsequently cancelled, Six Three Media reserves the right to recalculate previous bookings at the applicable full rate card prices and invoice the advertiser for the difference.

9. No Guarantee of Results

- 9.1 Six Three Media does not guarantee any particular level of response, enquiries, leads or sales resulting from an Advertisement.
- 9.2 No refund, rebate or compensation shall be payable where an Advertisement fails to achieve the advertiser's anticipated or desired results.

10. Distribution

Distribution areas, methods and circulation figures may vary from time to time at the discretion of Six Three Media and are not guaranteed.

11. Late Payment

- 11.1 If payment is not received by the due date, Six Three Media reserves the right to:
 - withdraw any discounts previously applied;
 - charge interest on overdue amounts at a rate of 4% per annum above the base rate of National Westminster Bank plc; and
 - recover from the advertiser any reasonable costs incurred in collecting outstanding sums, including legal and debt recovery fees.

12. Definition of "Advertisement"

For the purposes of these Terms and Conditions, "Advertisement" or "Advert" means any advertisement, editorial, article or other material submitted for publication in any format.

13. Limitation of Liability

- 13.1 Nothing in these Terms and Conditions shall exclude or limit liability for death or personal injury caused by negligence, fraud or fraudulent misrepresentation, or any other liability which cannot be excluded or limited by law.
- 13.2 Subject to clause 13.1, Six Three Marketing & Media Ltd shall not be liable for any indirect, consequential or special loss, including but not limited to loss of profits, loss of business, loss of goodwill or loss of anticipated savings arising from or in connection with the publication of any Advertisement.
- 13.3 Six Three Marketing & Media Ltd's total liability in respect of any claim arising from the publication of an Advertisement shall not exceed the amount paid by the advertiser for the relevant Advertisement.

14. Force Majeure

- 14.1 Six Three Media shall not be liable for any delay or failure to perform its obligations where such delay or failure results from events beyond its reasonable control.
- 14.2 Such events may include, but are not limited to, acts of God, extreme weather conditions, fire, flood, pandemic, industrial disputes, power failure, telecommunications failures, supplier failure, transport disruption, government action or any other circumstance beyond the reasonable control of Six Three Media.
- 14.3 In the event of such circumstances, Six Three Media reserves the right to amend publication schedules and distribution arrangements as reasonably necessary.

15. Data Protection

- 15.1 Each party shall comply with its obligations under all applicable data protection legislation, including the UK General Data Protection Regulation (UK GDPR) and the Data Protection Act 2018.
- 15.2 Where the advertiser provides personal data to Six Three Media, the advertiser confirms that it has obtained all necessary permissions and lawful authority to share such information.
- 15.3 Six Three Media will process any personal data received solely for the purposes of administering advertising services and fulfilling its contractual obligations.

16. Governing Law and Jurisdiction

- 16.1 These Terms and Conditions, 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.
- 16.2 The courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with these Terms and Conditions.

17. Entire Agreement

- 17.1 These Terms and Conditions, together with any signed order form, quotation, proposal or written agreement between the parties, constitute the entire agreement between Six Three Media and the advertiser.
- 17.2 The advertiser acknowledges that they have not relied upon any representation, statement or promise not expressly set out within these Terms and Conditions.

18. Severability

- 18.1 If any provision of these Terms and Conditions is found by a court or other competent authority to be invalid, illegal or unenforceable, that provision shall be deemed modified to the minimum extent necessary to make it valid and enforceable.
- 18.2 If modification is not possible, the relevant provision shall be deemed deleted. The validity and enforceability of the remaining provisions shall not be affected.

19. Variation

- 19.1 Six Three Media reserves the right to amend these Terms and Conditions from time to time.
- 19.2 Any revised Terms and Conditions shall apply to new bookings from the date they are published or otherwise communicated to advertisers.