

yourChesham

Terms and conditions

'The company' means 121 UK Ltd. 'You' means the customer. 'The agreement' means the terms agreed in this agreement, Please note that this is a paperless contract and you do not need to sign and return anything in order to be bound by our terms and conditions of business. It is deemed that by advertising in yourChesham, you have read and accepted these terms and conditions.

THE COMPANY AGREES:

- 1.0 to offer you advertising in the magazine entitled 'yourChesham' in the issue as specified on your invoice, which is distributed to postcodes in the HP5 area and certain others with an HP postcode and available at other selected outlets as deemed suitable by the company. The distribution for each issue will exceed 11,000 copies.
- 1.1 if requested, to create your advertisement to your satisfaction and present this to you for approval. This service will usually be charged for at our hourly rate but can be provided without charge if agreed at outset. The copyright in your advertisement remains with the company until such time that you pay the sum due to us in full as detailed on your invoice.
- 1.2 to notify you of any material changes in distribution schedules. For details of distribution please visit www.yourchesham.co.uk or email admin@yourchesham.co.uk
- 1.3 to respond to customer service issues made in accordance with our complaints procedures, a copy of which is available upon request.

YOU AGREE:

- 2.1 to supply all necessary material to us to enable us to create and/or proof your advertisement in advance of the deadlines provided.
- 2.2 that when supplying your own advertisement artwork, to send it in either a PDF, Word, GIF or JPEG format with a minimum resolution of 300 DPI and within our advertisement dimensions.
- 2.3 when your advertisement artwork is supplied, it can be used without changes and will be inserted into the publication without the need to have it further approved by you.
- 2.4 to warrant that your advertisement complies with the code of advertising practice and/or any statutory orders and guidelines and you have obtained the necessary copyright permissions to allow you to produce all or any part of your advertisement.
- 2.5 when within an agreed advertising period, we will use the advertisement artwork previously supplied unless you have supplied, approved or signed off new artwork prior to the deadline date and the fee on the invoice shall be due regardless.
- 3.0 other than the premium pages detailed on our rate card, we offer no guaranteed page or position for your advertisement.
- 3.1 the company shall not be held responsible for issues with design or print outside of our control and that the full fee shown on your invoice shall be due regardless.

- 3.2 this is a business to business contract there is no cooling off period in which you can cancel your agreement to advertise.
- 3.3 the company has a policy of continued product development and the format, position, layout and distribution of the magazine and your advertisement may change in accordance with this policy.
- 3.4 no increase in business levels are guaranteed by advertising in yourChesham.
- 4.0 to pay for all advertising on or before the deadline date unless we provide an account for you.
- 4.1 that if we provide an account for you, we require payment to terms. Payment must be made on time, in full, and without any deduction, set off or counterclaim. In the event that your account becomes over due, we reserve the right to transfer your account over to our debt Collection Agency and you will become liable for all costs incurred plus VAT at the prevailing rate. You agree that you will be legally liable to pay us that surcharge, and that payment of the same can be enforced against you in court. You also agree to pay interest at the relevant reference rate provided for under the Late Payment of Commercial Debts (Interest) Act 1998, which interest is payable both after and before any judgment of the court and continues to accrue.
- 5.0 to contact us to query any of the terms and conditions within this agreement within 14 days of receipt of them. If you do not make contact with the company within 14 days you are deemed to have accepted them.
- 5.1 the company reserves the right to change the terms and conditions at any time and the company will send a copy of the revised terms and conditions within a reasonable time. If you do not contact us within 14 days of them being received, you are deemed to have accepted them.
- 5.2 nothing in this agreement shall constitute a partnership between you and the company.
- 5.3 the company has authorisation to process personal data and data relating to your contract with the company in accordance with the Data Protection Act (DPA) legislation, revised from time to time.
- 5.4 the company reserves the right to refuse/edit features at their discretion