

## Terms and conditions for acceptance of advertisements credit account

1. KOS Media (Publishing) Ltd ( the publisher ) reserves the right of any advertisement without notice or explanation. In these terms the word advertiser shall be construed to include any person or organisation placing an advertisement on behalf of another.
2. Guarantee of insertion cannot be given and the publishers shall not be liable for any loss or damage caused by any error inaccuracy in the printing of an advertisement or by the total or partial failure (however caused) of publication or distribution of any publication in which an advertisement is scheduled to appear. In no case shall the total liability of the publisher for any misprint, error or omission exceed the price charged by the publisher for that advertisement.
3. Advertisements will be accepted only on the express condition that the advertiser warrants that the advertisement does not in any way contravene any existing legislation and in particular the Trade and Description Act 1968 and the Consumer Credit Act 1974.
4. It is the responsibility of all advertisers to ensure that recruitment related advertising meets current employment legislation and KOS Media takes no responsibility for liability in errors and omissions to the content of this newspaper, relating to employment law.
5. Where shrinkage of an advertisement occurs for whatever reason, the advertisement will be charged to the nearest full centimetre.  
This will NOT apply to full-page advertisements, which remain full pages even after shrinkage.
6. Claims for any error or inaccuracy in the printing of an advertisement must be made within 10 days of publication to the accounts department in writing.
7. No liability is accepted for any loss or damage alleged to have arisen through delay in forwarding replies to Box numbers, however caused, nor for the loss or damage to any artwork supplied.
8. Advertisers are requested to check their advertisements after the first insertion. The publisher will not be responsible for any errors on subsequent insertions, which have not been advised to them.
9. Cancellation must be advised in writing one week prior to date of publication of an advertisement.
10. All rates quoted are subject to VAT at the rate currently in force at the time the advertisement appears.
11. Should the rate for advertisements be altered, the price for remaining insertions shall be revised accordingly.
12. a) All credit accounts due for payment shall be notified to the Advertiser by the 30th day following the date of the invoice, time to be of the essence. All sums due to the Publishers shall be paid in full, and the Advertiser shall have no right of set off in any circumstances.  
b) In the event that payment is not received by the Publishers by the due date, the Publisher shall be entitled to suspend all further advertising until payment is received and/or repudiate the contract.

c) In the event that payment is not received by the Publishers by the due date the Publisher reserves the right to charge interest on all overdue balances calculated on a daily basis at the rate of two per cent above the minimum lending rate of National Westminster Bank Plc from time to time in force.

d) Notwithstanding anything in these terms and conditions or implied to the contrary, in the event of the Advertiser ceasing to use the services of the Publisher (for whatever reason), the whole amount of monies due from the Advertiser to the date of cessation shall fall due for immediate payment.

e) The Advertiser will be liable for all costs incurred by the Publisher in the recovery of debts not paid by the due date.

f) Payment may be made by cheque, credit transfer, direct debit, cash and any major credit card.

13. Any discount which the Publisher may have agreed with the Advertiser shall be forfeited in the event of failure by the Advertiser to complete the contract or to meet the above credit terms.

14. Advertising Agency commission will be allowed to those advertisers recognised by the Newspaper Society, but shall not exceed ten per cent and will be subject to the terms of that recognition. This commission will not be allowed if the Advertising Agency fails to meet the terms.

15. All private advertisement and certain categories as laid down by the Publisher must be prepaid.

16. The Advertiser agrees to indemnify both the publisher and the Group in respect of all costs, damages or other charges falling upon the Publisher or any of the companies within the Group as the result of legal action or threatened legal action or threatened legal arising from the publication of the advertisement.

17. Order for an advertisement shall amount to acceptance of these terms and conditions, and any condition placed on an order by an Advertiser shall be null and void in so far as it conflicts with them.

18. Copyright in advertisements produced wholly or partially by the Publishers belong to the publishers. Advertisers may not reproduce such advertisements without the publishers consent.