

1. 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.
 2. It is the responsibility of all advertisers to ensure that all advertising meets all forms of government legislation and KOS Media (Publishing) Ltd (the "media owner") takes no responsibility for liability in errors and omissions to the content of our media.
 3. All rates quoted are subject to VAT at the rate currently in force at the time the advertisement appears.
 4. All rates within the annual advertising agreement will be rate protected for 12 months from the first date of publication under the signed agreement.
 5. Any unsuitable material posted on any website belonging to KOS Media (Publishing) Ltd by the advertiser or any associated third party will be removed or refused. All passwords and security supplied to the advertiser by KOS Media (Publishing) Ltd in relation to the use of the posting of material via the media owner's online administration tool will be the responsibility of the advertiser. The advertiser indemnifies KOS Media (Publishing) Ltd against any damages as a result of misuse of these privileges by either the advertiser or any third party given password privileges by the advertiser.
 6. KOS Media (Publishing) Ltd reserves the right to change passwords intermittently to ensure the overall and ongoing security of its websites within the public domain.
 7. Copyright and licenses for voice-over/music/photography or film for advertising promotions or otherwise within the various forms of media in print, online and moving film owned by KOS Media (Publishing) Ltd must have been sought, verified or paid for by the advertiser where applicable. Approval or permissions must have been given by any potential beneficial owner voice-over or music. The advertiser must be able to verify any statements or claims (promotional or otherwise) in relation to their products/services promoted within any of the media offerings belonging to KOS Media (Publishing) Ltd.
 8. Where shrinkage of an advertisement occurs for whatever reason, the advertisement will be charged to the nearest full centimetre where it relates to the media owner's printed publications. This will NOT apply to full-page advertisements, which remain full pages even after shrinkage.
 9. KOS Media (Publishing) Ltd reserves the right to omit or refuse any advertisement/commercial/web content 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.
 10. A guarantee of insertion cannot be given and the media owners shall not be liable for any loss or damage caused by any error inaccuracy within your marketing content. In no case shall the total liability of the media owner for any error or omission exceed the price charged by the media owners for that advertising.
 11. 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.
 12. Claims for any error or inaccuracy in your media messages with KOS Media (Publishing) Ltd must be made in writing to the accounts department within 10 days of publishing.
 13. KOS Media (Publishing) Ltd accepts no responsibility for any errors or omissions made on their websites by the advertiser.
 14. KOS Media (Publishing) Ltd has the right to cancel the advertiser's annual membership without notice should the advertiser deliberately publish out of date material or content on any of the media owner's online digital platforms. KOS Media (Publishing) Ltd will seek to recover, in full, all outstanding invoices in relation to the signed annual membership as a result of the advertiser's negligence in this regard and reserves the right to claim damages for any potential vexatious action via the advertiser.
 15. Advertisers are requested to check their advertisements after the first insertion. The media owner will not be responsible for any errors on subsequent insertions, which have not been advised to them in writing.
 16. A minimum of one month's notice must be given in writing for any cancellation of the signed annual advertiser's agreement. Upon cancellation, all discounts from KOS Media's standard effective media advertising rate card (Oct 2009 – Sept 2010) will be recalculated and adjusted accordingly in line with KOS Media's standard media rate card (effective Oct 2009 – Sept 2010) and will reflect the revised length of commitment denoted by the advertiser's written cancellation. Any surcharges, refunds or costs in relation to the production of the advertiser's TV commercial for the commitment set out within the advertiser's agreement will be met in full by the advertiser as per KOS Media's standard media advertising rate card (Oct 2009 – Sept 2010). Discounts will be reapplied and any refunds or surcharges will be paid by either party within 30 days of the advertiser's written cancellation. Any other advertising placed must give a minimum of seven days' written notice and any discounts given for series bookings will be forfeited by the advertiser upon cancellation.
 17. Seasonal contracts, Your Professional classified advertisements or any uplift advertising within the annual contract with the advertiser will be invoiced in full – at rate card – on receipt of any written cancellation of this contract within the 12-months.
 18. All uplift advertisements must be booked in at least three months in advance of publication and will be subject to availability. All dates booked will be on a first-come, first-served basis.
 19. The advertiser must agree to the date and time of filming of any online TV advertising commercial supplied by KOS Media (Publishing) Ltd within the advertiser's agreement, (Platinum, Gold, Silver standard of commercial). Should, for any reason, the advertiser not be available at the agreed time without giving sufficient notice (at least 48 hours), KOS Media (Publishing) Ltd reserves the right to charge for any further TV production at its standard published hourly rate should the advertiser still wish to use KOS Media (Publishing) Ltd's production services to complete its TV commercial or photographic imagery included in the advertiser's agreement. The advertiser will approve and accept that there are only two choices of voice-over and music offered by KOS Media (Publishing) Ltd. Should an advertiser wish to use other voice-overs or non-copyright free music it is the responsibility of the advertiser to pay the PRS rights should they be required to do so. Any changes to or failure to approve the TV production by the deadlines agreed between both parties will result in KOS Media (Publishing) Ltd being given permission by the advertiser to replace the TV commercial with pictures or stills from a choice of photography supplied by the media owner until the advertiser can supply a TV commercial produced at their own cost and risk outside of this agreement. The advertiser also accepts and agrees that this action would not reduce the value or cost of their membership. Any cost of changes required to the TV commercial throughout the advertiser's agreement will be borne by the advertiser outside of this agreement.
 20. Each advertiser accepts that their ranking and position within KOS Media (Publishing) Ltd's search engine will be equal to those within their category (Platinum, Gold, Silver, Bronze, etc) other than they will be ranked based on the search engine criteria of optimisation within their level (Platinum, Gold, Silver or Bronze).
 21. Any delivery claims made by the advertiser or discount vouchers published within the print or online media of KOS Media (Publishing) Ltd and any action as a result of the public or otherwise is the sole responsibility of the advertiser. Any claims resulting from this via KOS Media (Publishing) Ltd must be met by the advertiser.
 22.
 - 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 KOS Media (Publishing) Ltd or RBS Factoring 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 KOS Media (Publishing) Ltd or RBS Factoring by the due date, the media owner shall be entitled to suspend all further advertising until payment is received and/or repudiate the contract and make any surcharges for breaking the contract.
 - c. In the event that payment is not received by KOS Media (Publishing) Ltd by the due date, the media owner 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 KOS Media (Publishing) Ltd (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 KOS Media (Publishing) Ltd 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.
 23. Any discount which KOS Media (Publishing) Ltd 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.
 24. 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.
 25. All private advertisements and certain categories as laid down by KOS Media (Publishing) Ltd must be prepaid.
 26. The Advertiser agrees to indemnify KOS Media (Publishing) Ltd in respect of all costs, damages or other charges falling upon the media owners or any of the companies within the KOS Media Group as the result of legal action or threatened legal action or threatened legal arising from the publication of any advertisement or advertising promotion.
 27. An 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.
 28. Copyright in advertisements produced wholly or partially by the media owners belong to KOS Media (Publishing) Ltd. Advertisers may not reproduce such advertisements without the media owner's written consent.
- All terms and conditions stated above are in place to protect the advertiser, the media owner and the communities they serve within the public domain as well as the beneficial rights of individuals and organisations. KOS Media will endeavour to always act reasonably in applying its terms and conditions. Effective from October 2009

The following terms and conditions apply to all users of this website. If you do not accept these terms and conditions you should leave this website immediately. Your use of the website confirms your acceptance of these terms and conditions. We cannot guarantee you will always be able to access the website and we will not be liable to you for any interruption or delay you may experience accessing the website, whatever the cause.

Links

This site provides links to other websites not produced by KOSMedia. These links are supplied for your convenience and do not signify that we endorse or have any responsibility for the content of those websites or for any transactions you enter into relating to those linked sites.

Content

All the material on this website is protected by copyright. You may only copy, download and reproduce content for your own personal use. You must not use it for reproduction on another website, or in any way for commercial purposes or for gain unless you have obtained written consent from KOSMedia.

The following systematic creation and/or use of links to this website require a separate licence:

- Utilising links to this website received as part of a paid-for media monitoring service and/or
- Systematically forwarding links to this website within a business or outside a business for business purposes; and or
- Copying or extracting data from this website by means of robots, spiders, crawlers or other automatic devices or by any manual process used to systematically extract or copy web content.

Sales and Services

A contract for KOSMedia to supply you with goods or services is only being created when we accept your order (which we may do in writing, by email or by fulfilling that order). Goods and services advertised on this website may not be available when you place your order as we reserve the right to withdraw services at any time. This website is made available on the basis that there are excluded, to the extent permitted by law, any terms implied by statute or otherwise and all liability for any loss or damage however it arises out of the use of this website or reliance on its content.

Law and Jurisdiction

Your use of this website, these terms and conditions and any matters arising are subject to the laws of England. Any dispute is subject to the exclusive jurisdiction of the Courts of England. Save as specifically provided otherwise, this website is targeted only at, and goods and services are only available to, UK residents.

Competition Terms and Conditions

- These terms and conditions together with any specific rules set out in Competition Notices (as defined below) are the Competition Term ("Terms"), together to be defined as the "Competition", unless otherwise expressly stated. By entering a Competition, entrants agree to be bound by these Terms.
- The Competition(s) is organised and operated by KOSMedia Publishing
- Terms specific to each Competition are displayed in a notice on the bottom of all competitions, website web page posting for such Competition (the "Competition Notice") and are incorporated herein. In the event of discrepancy between these terms and conditions and the Competition Notice, the Competition Notice shall prevail.

Qualifying Entrants

- To qualify to enter the Competition you must be resident in the United Kingdom.
- Employees of KOSMedia Publishing or any company involved in the Competition or, if relevant, any advertising agencies connected with the competition are not eligible to enter the Competition.
- Additional eligibility requirements may apply to a specific Competition, e.g. a valid passport, visas and/or driver's licence. Provision of such documents will be required if the Competition prize includes travel outside the United Kingdom and/or car hire.
- By entering the Competition, you hereby warrant that all information submitted by you is true, current and complete.
- We assume that by entering the Competition (and you warrant that) either you have legal capacity to enter the Competition and agree to the Terms (i.e. that you are of sufficient age and mental capacity and are entitled to be legally bound in contract) or your parents have consented to your entry of the Competition and use of these Terms.
- We reserve the right to disqualify any entrant if we have reasonable grounds to believe the entrant has significantly breached any of these terms and conditions.
- In the event that any entrant is disqualified from the Competition, in our sole discretion we may decide whether a replacement contestant should be selected. In this event, any further entrant will be selected on the same criteria as the original entrant and will be subject to these Terms.
- By signing the Agreement, you confirm and warrant that, to the best of your knowledge, you have no medical condition that could be adversely affected by any of the events or activities planned or reasonably expected to be involved in the Competition.
- You must take all reasonable steps to ensure your own health and safety. Any behaviour or act or conduct by you (including without limitation any abusive behaviour, physical or psychological) which KOSMedia Publishing considers to pose any medical, security or safety risk may lead to your immediate disqualification.

Competition Entries

- Only one entry per person per Competition is allowed. Incomplete or indecipherable entries will be void.
- Competition entries must be made in the manner and by the closing date specified on the Competition Notice. Failure to do so will disqualify the entry.
- There is no purchase requirement to enter a Competition.
- Source material used by KOSMedia Publishing question compilers shall be taken as correct.
- Entrants should note that unless stated otherwise by us, we do not accept responsibility for the return of any Competition entries, including those consisting of artistic or other material, and may dispose of entries at our discretion.

Prizes

- Prize winners will be chosen at random unless specified otherwise in the Competition Notice, from all qualifying entries within 28 days of the closing date specified in the Competition Notice. Tiebreakers, disputes, conflicts, questions or concerns will be managed by a member of our staff and, if required by law, by an independent adjudicator. In all matters, the decision(s) shall be final and no correspondence or discussion shall be entered into.

- Prize winners will be notified
- Claims for prizes must be made in the manner and within the time specified on the Competition Notice. Failure to claim a prize within this time or in the manner specified may result in disqualification and selection of an alternate winner.
- Prizes are non-transferable and there is no cash alternative. We reserve the right to substitute prizes of equal or greater value at any time.
- We reserve the right, in our absolute discretion, to request a proof of identity in the form of your passport, driving licence and a utility bill bearing your address.
- Prizes are awarded at our discretion and prizes may be withheld in the event of improper actions by or on behalf of any entrant.
- Where a prize may not be appropriate for a younger contestant, the minimum age for entry will be stated in the Competition Notice and must be observed. We reserve the right to request written proof of age of any winner.
- All prizes will be presented to winners via the UK mail service, unless otherwise noted. KOSMedia Publishing does not accept any liability or claims for prizes which are lost, delayed or damaged in the post or otherwise not validly received by you.
- We will not be responsible for replacing a prize if a concert or ticketed event has been awarded as a prize and the concert or event is cancelled or postponed.
- Prizes must be taken in accordance with the dates and destinations and number of passengers specified by KOSMedia Publishing There will be no cash alternative. There will be no alternative destination.
- Holidays are non-transferable. Holidays are subject to availability. You must hold a valid UK passport with at least 6 months' further duration (or competition entry will be invalid).
- Holidays are not available to persons under the age of 18 without the express prior written permission of KOSMedia Publishing.
- You must comply with the terms and conditions of the airline and other transportation and venues involved in the Competition or the Prize. In particular, you shall comply with all health and safety guidelines and instructions and all applicable legal and regulatory requirements.
- You are not entitled nor authorised in any way to commit KOSMedia Publishing to any contract, expense or cost entered into or incurred without its advance written acceptance of the same. No variation of these Terms is effective unless approved by an authorized representative of KOSMedia Publishing in writing.
- Passport control and in-country authorities will reserve the right to refuse entry. If you are refused passage and or entry/exit to or from the country being visited, any additional costs incurred will be your sole responsibility.

- Any flights, other transport, airport details, accommodation or other aspects of the Prize, dates and times quoted by KOSMedia Publishing or its agents are for guidance only and are subject to change without notice with no liability arising. You must have sufficient financial resources to meet any financial commitment which they may incur in connection with the Prize beyond those included in the Prize itself.
- The winner agrees to accept all blackout dates, space availability, requirements etc established by our prize partner(s).
- You must comply with and are responsible for attending to any inoculation and health regulations required for your destination.

Liability

- KOSMedia Publishing is not liable in any way for any costs, expenses, damages, liability or injury arising out of or in any way connected with the competition or prizes other than those costs and expenses specifically provided for in the prize (if any).
- We cannot accept any responsibility for any damage, loss, injury or disappointment suffered by any entrant entering the competition or as a result of accepting any prize.

General

- There is no fee payable to you in respect of your involvement in the Competition.
- The Terms (unless otherwise expressly confirmed in writing by KOSMedia Publishing) supersede all prior representations, agreements, negotiations or understandings (whether oral or in writing). Except as specifically set out herein, all conditions, warranties and representations expressed or implied by law are excluded. For the avoidance of doubt, no information of any nature about the Competition or the Prize or any of these Terms should be relied upon unless confirmed in writing by KOSMedia Publishing. The invalidity, illegality, or unenforceability of the whole or part of a Term or Condition does not affect or impair the continuation in force of the remainder of the Terms.
- In the event that any provision of these terms are held to be illegal, invalid, void or otherwise unenforceable it shall be severed from the remaining provisions of these Terms which shall continue in full force and effect.
- These Terms are not intended to nor shall create any rights, entitlements, claims or benefits enforceable by any person that is not a party to them. Accordingly no person shall derive any benefit or have any right, entitlement or claim in relation to this Agreement by virtue of the Contracts (Rights of Third Parties) Act 1999.