

# MEDIA SALES - TERMS AND CONDITIONS

Union of Brunel Students



**IMPORTANT: Please read the Standard Conditions carefully before you sign the order and the credit agreement (if applicable)**

## 1. DEFINITIONS

**Media** – The media specified in the Order

**Agreement** – The binding agreement between you and us comprising the contract, the credit agreement (if applicable) any standing order form (if applicable) and these Standard Conditions and any variations or special terms agreed in accordance with condition 2.

**Copy** – The detail and layout of the Media (if applicable), which you specify.

**Event** – An organised event provided by the UBS such as Freshers' Fayres, Sports Federation Ball, Graduation Ball, Varsity Games

**Payment Due Date** – The date shown on the order which is the latest date we must receive cleared funds so that we can accept your order.

**Campaign Start Date** – The date shown on your order which is the first date of the campaign.

**Campaign End Date** – The date shown on the order which is the last date of the campaign and the date which all media will be removed or will discontinue displaying.

**Production Date** – Date which the campaign is due. This date may be subject to certain agreements with client.

**Campaign** – The named campaign that is the specified on the order.

**Order** – The form, which shows the details of the media.

**Onsite media** – Media such as on site stalls or Freshers' Fayre stalls, where you are placing an order to rent a space within the organisation premises for a given space of time.

**Distribution media** – Media such as student mailings or flyer hand to hand distribution, where you are placing an order to arrange distribution of your printed media or sample.

**Printed media** – Media such as newspaper advertising or student directory advertising where you are placing an order to place your advertising copy into printed media of UBS

**Online media** – Media such as website advertising or email advertising, where you are placing an order to place your advertising copy into websites and emails of UBS.

**We/Us** – The Union of Brunel Students, Kingston Lane, Uxbridge UB8 3PH

**You** – The person firm or company name on the order who wants the media to appear in the said campaign.

**UBS** – The Union of Brunel Students

## 2. VARIATIONS TO THE CONDITIONS

Any variations to this Agreement and any special terms will only be effective if set out in a printed form issued by us or agreed by a director of the UBS. Only such a director is authorised by us to make any representations about the agreement or any matter relating to it.

## 3. ACCEPTANCE

When you, or someone acting on your behalf, signs the Order, you are offering to enter into an agreement with us under the terms of the order, these conditions, and where appropriate, the credit agreement and any variations or special terms agreed in accordance with Condition 2. That agreement only becomes binding when we accept the offer. Our acceptance will be conditional on your meeting relevant credit and client criteria.

## 4. OUR RIGHTS AND RESPONSIBILITIES

4.1 – We can decide not to provide or place the Campaign. In this situation, you will be entitled to a full refund of any money you have paid for any Media which would have appeared in the Campaign but you will not be entitled to any other compensation or damages.

4.2 – We do not have to allow access/publish/display/distribute the Media if we consider that the copy does not meet the standards of the Advertising Standards Authority or is unacceptable for Campaign for some other reason, or if you have not supplied any part of the copy by the campaign close date or if the copy does not meet the standards of the UBS, or if any/all of the individual organisation within the order decide to refuse your order and your Media.

4.3 – We will not be liable for any disruption or delay in producing or distributing the Campaign, or for failing to perform our duties under this Agreement if the failure is caused by circumstances beyond our control.

4.4 – We accept all artwork from you on the understanding that you have unconditionally approved the artwork for the Campaign.

## **5. YOUR RIGHTS AND RESPONSIBILITIES**

5.1 – All Media Copy you provide must be accurate, approved, legal, decent, honest and truthful and it must meet the standards of the Advertising Standards Authority. You must own or have authority to use any trade name, trademark, British Standard Mark or other quality assurance mark, logo or other material that is used in the Copy. UBS shall not be held responsible if any of the aforementioned have been used without authority. You must own the copyright in the Copy (except in the circumstances and subject to the assignment provided for in Condition 8) and the Copy must not infringe the copyright any third party has in the copy. The Copy must not infringe the rights or pass off the goodwill of any third party. You must be authorised to use any logo or name of any trade association you use in the Copy and you must be a paid member of the Trade Association.

5.2 – Standard Payment Terms are full cleared payment in advance of the Campaign Start Date, unless you have pre-arranged payment terms agreed by a director of The UBS. Only such a director is authorised by us to make any changes to the Standard Payment Terms or any matter relating to it.

5.3 – You must pay the amount we invoice you for, using the payment method specified in the Order. If you do not make any payment or instalment due under this Agreement or any other contract between us, we can keep all sums you have already paid and you will immediately have to pay us all outstanding amounts. Primarily the person who signs this booking form will deem payment payable, and then secondly the company of the person who has signed this booking form. We may also (without prejudice to our other rights) immediately terminate this Agreement or any other Order from you.

5.4 – You shall indemnify us, our employees and agents against all proceedings, claims, demands, expenses, losses and/or damages arising from processing or access, publish, display or distributing of any information or material you gave us, including any claims arising as a result of defamation, illegality, false description or breach of any third party rights.

5.5 – The Order must be placed in the ordinary course of your business and the Media must be for your own business or a client of yours, if acting as an agency. You must not sell the advertising space to any other party.

5.6 – Should you require your original artwork to be returned, you must state this in your order form. Should you not state this your artwork will be held by UBS for 21 days after Campaign and then destroyed.

5.7 – All Orders are made subject to Organisations individual opportunities policies.

## **6. SPECIAL TERMS AND CONDITIONS RELATING TO ONSITE MEDIAS & FRESHERS' FAYRE**

6.1 – If requested you must name all individuals who will be representing and responsible for the stall at each Organisation. You may have a maximum of two people at your stall (unless agreed in advance with the UBS).

6.2 – We reserve the right to refuse admission to any Organisation building if you fail to abide by these terms and conditions, or to take action to ensure compliance.

6.3 – All confirmed Orders will receive information/location packs and where applicable entry passes/booking codes. Where passes/booking codes are applicable access to stalls will not be granted without these passes/booking codes being shown/quoted.

6.4 – Stalls or rented space may not be sublet. Only the named client attending the Organisation may advertise their own products or services. We must be informed, in writing, if the organisation wishes to promote the interests of another company on their own stall. Permission, if granted, will be given in writing and must be displayed on the stall for the Organisation, on all days of attendance. Failure to display this information will result in instant removal from the Organisation premises and you will be entitled to no refund.

6.5 – All stalls are taken at the risk of the stall holder. The dates of the event/s stated within the booking form are subject to change and if subject to circumstances beyond their control can be rescheduled by the organisation.

6.6 – Should the organisation postpone the event due to circumstances beyond their control the event will be rescheduled to a later date, within 60 days of the original date/s. No refunds will be issued in these circumstances unless the rescheduled date/s is after 60 days from the date stated on the booking form.

6.7 – Stalls are not transferable. The content of a stall must not be substantially different to that indicated by the name of the stall

on the original order request form.

6.8 – You agree to indemnify UBS against any damage to UBS, Organisation property or the property of any third parties.

6.9 – You will be granted access to the organisation premises from the agreed published entry times as stated within your booking form.

6.10 – Health & Safety regulations. You must not obstruct access to fire exits or appliances when exhibiting at the Organisations premises. You must not endanger the safety of Organisation staff, UBS staff, students or the general public. You must comply with any Health & Safety instruction issued by each organisation Health & Safety Adviser or Organisation general manager/director.

6.11 – You are only permitted to flyer directly next to your stall and nowhere else in the organisation building. You may not attempt to solicit custom or in any way promote their organisation in any part of the Organisation buildings or attached land other than from the stall to which you have been allocated, unless you have written permission from UBS granting you access to roam through particular areas of the Organisation premises.

6.12 – The distribution of alcohol in any form is not permitted, unless you have written permission from UBS granting you access to supply samples and must abide by the terms stated in this permission.

6.13 – Should you be distributing bags of any description from your stall, these bags must be fully recyclable, in line with the UBS Environmental Policy.

6.14 – You must set up your own stalls. You are responsible for clearing up your own stall, and all rubbish in, on or around it. You must (if not supplying your own) use the display boards provided (if provided for displaying any posters). Stallholders posters are not to cover Organisation posters or displays. Unauthorised posters or advertising will be removed and destroyed.

6.15 – You may not play music on your stall as UBS will provide a central system for this purpose.

6.16 – You must keep your stalls, displays and activities within the space allocated by the UBS. Clients must behave in a considerate and responsible manner to Organisation staff, UBS Staff, other clients, students or the general public. Failure to do so may result in expulsion from UBS premises. This extends to all people acting on behalf of you in an official or unofficial capacity.

6.17 – You may park in the agreed loading area of the University only for the purposes of loading and unloading only. Any vehicle is not to be left, even temporarily in such a manner as to block access to the UBS or the University facilities or safety/fire exit/entry points. If space permits, stallholders vehicles may be parked in the University car parks once unloading is completed.

6.18 – You will not be granted access to electric power or telephone lines unless these facilities have been requested in advance and their provision confirmed in writing from UBS.

6.19 – You must vacate the UBS premises by within 1 hour of the end time of your onsite Order.

## **7. SPECIAL TERMS AND CONDITIONS RELATING TO DISTRIBUTION MEDIA**

7.1 – The UBS can decide not to produce the Mailing. In this situation you will be entitled to a full refund of any money you have paid for any Order which would have appeared in the Mailing but you will not be entitled to any other compensation or damages.

## **8. CANCELLATION**

8.1 – In addition to any statutory rights you may have to cancel your Order, you may cancel part of all of your Order by giving notice in writing to UBS. We must receive this notice by the Campaign Start Date or within 14 days of the date of the Order, whichever is earlier.

8.2 – If we receive written notice to cancel an order more than 14 days after the date of the Order we will only act on this notice based on a cancellation fee which will be equal to 25% of the charge for the Media plus VAT. We cannot accept a request to cancel the Order if we receive the request after the Campaign Start Date. These conditions will not apply if you cancel this Order pursuant to any statutory rights you have.

8.3 – Cancelling any part of the Order means that you no longer qualify for a discount for multiple advertising and/or agency discount (if applicable). We will adjust the rate of the remaining advertising to reflect the standard rate card price of all previously rented, published, display, distribute media.

8.4 – Onsite Cancellation Fees for Freshers' Fayre Bookings Only – if a stall is cancelled before the 1st of September in the year of the Freshers' Fayre booking you will be charged 25% of the full Order agreed. If a stall is cancelled after the 1st September in the year of the Freshers' Fayre booking you will be charged 100% of the full booking agreed, however if we receive written notice to cancel an order or part order after an event is postponed by the UBS we will only act on this notice based on a cancellation fee which will be equal to 25% of the charge for the Media plus VAT.

## **9. OUR LIABILITY**

9.1 – Our only liability (if any) under this agreement will be to provide a refund if we fail to perform our duties. We will not be liable for any direct or indirect or consequential loss or damage arising from any rented, published, displayed or distributed media, or from not placing the Orders in the Campaign, even if resulting from our negligence.

**10. COPYRIGHT ON COPY DESIGNED BY US**

We have copyright on all artwork, copy and other material, which agents, our employees or we have contributed to. Any copyright you may have, whether now or in the future, you as beneficial owner hereby assign to us outright. Any reproductions for other Campaigns outside those of UBS must have written permission from UBS or the artwork supplier. If used without authorisation then the Campaign to which the artwork is produced within will be liable to a charge, which will then be set at our standard rate.

**11. AGREEMENT**

This agreement sets out the entire agreement and understanding between you and us and it replaces all previous agreements, arrangements and understandings between us. You are not entering into the agreement or any part of the agreements by relying upon any statements or warranties that are not set out in the Agreement.

*By signing this order the Advertiser hereby acknowledges attention has been drawn to the Standard Terms and Conditions (particularly those highlighted) which the Advertiser has read before signing this form and that the above is subject to those conditions.*

**Booking Order Number**

**UBS Rep's Name**

**Name - printed in full**

**Authorised Signature**

**Date**