

THIRTEEN

MEDIA



FRESHERS' BOOKING FORM
2020





HUDDERSFIELD STUDENTS' UNION



FRESHERS' MEDIA BOOKING FORM **2020**

PAGE 1 OF 9

EXHIBITOR NAME:

AGENCY NAME:

INVOICE ADDRESS:

POSTCODE:

TELEPHONE:

EMAIL:

CONTACT:

POSITION:

ORDER NUMBER:

CLEAR FORM





HUDDERSFIELD STUDENTS' UNION



FRESHERS' MEDIA BOOKING FORM 2020

MEDIA REQUIREMENTS:

CHANNEL	RATE	QTY	COST [PLUS VAT]
FRESHERS FAIR 1 DAY	£650.00		
FRESHERS FAIR 2 DAYS	£1000.00		
FRESHERS FAIR PREMIUM 1 DAY	£1000.00		
FRESHERS FAIR PREMIUM 2 DAYS	£1600.00		
FRESHERS WEEK OUTDOOR 1 DAY	£1000.00		
GOODY BAGS FLYER	£300.00		
GOODY BAGS SAMPLE	£400.00		
FRESHERS GUIDE FULL	£300.00		
FRESHERS GUIDE HALF	£200.00		
WALL PLANNER	£500.00		
SPONSORSHIP PACKAGE			

SUB TOTAL:

VAT (20%):

TOTAL:

DATE:

CLEAR FORM

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HUDDERSFIELD STUDENTS' UNION



FRESHERS' MEDIA BOOKING FORM 2020

MEDIA REQUIREMENTS:

CHANNEL	RATE	QTY	COST [PLUS VAT]
DIGITAL SCREENS			
WEB BANNER			

CHANNEL	SEND DATE	COST [PLUS VAT]
EMAIL		

CHANNEL	QTY	START DATE	WEEKS	COST [PLUS VAT]
A4 PORTRAIT POSTER				
A3 PORTRAIT POSTER				
A1 PORTRAIT POSTER				

SUB TOTAL:

VAT (20%):

TOTAL:

DATE:

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TERMS AND CONDITIONS OF BOOKING 2020:

1. DEFINITIONS AND INTERPRETATION

In this Agreement (unless the context otherwise requires) the following words and expressions shall have the following meanings:

"Agreement" refers to the Invoice for services for the Advertiser provided by the Students' Union.

"The Advertiser" refers to any organisation wishing to undertake promotional activity in conjunction with the Students' Union.

"Promotional Activity" is that activity, including events, advertising and any form of display or distribution of promotional material by the Advertiser.

"Invoice Details" is the final binding document provided by the Students' Union for both parties to sign and confirm.

"Confidential Information" means all confidential information (whether oral or written) acquired by a party whether before or after the date of the Agreement and which relates to the affairs or business of the other party or its products, operations or know-how.

"GDPR" means the General Data Protection Regulation

"Intellectual Property Rights" are all inventions (whether patentable or not), design rights, databases, database rights, copyright, moral rights, semiconductor topography rights, unregistered trade and service marks, logos, get-up and trade names, all patents, utility models, registered designs registered copy rights, registered trade and service marks, domain names and applications for registration rights relating to know-how, trade secrets and confidential information in any form and any rights or forms of protection of a similar nature anywhere in the world.

2. SALES DETAILS

(2.1) The Students' Union agrees to provide the Advertiser with the services as set out in the Invoice Details.

(2.2) Advertisers should confirm any individual additional requirements prior to signing the Invoice Details.

3. SECTOR EXCLUSIVITY

Where the Students' Union has agreed to provide sector exclusivity for the Advertiser, the Students' Union undertakes to ensure that no other companies from the same business sector as the Advertiser will be given permission to undertake promotional activity. This is strictly limited to central Huddersfield Students' Union activities and does not include activities provided by the University or Student Activity Groups.

4. PROMOTIONAL ACTIVITY

(4.1) The Advertiser undertakes to ensure that the Promotional Activity booked by the Advertiser under the terms of this Agreement relates solely to the promotion of products and services provided by the Advertiser. For the avoidance of doubt, the Advertiser undertakes not to promote any brand, product or service associated with any other business or individual.

(4.2) The Students' Union reserves the right to refuse to allow Advertisers to display or to distribute promotional material which it believes, for any reason, to be unsuitable. Such a refusal will be based on the values, policies and procedures established through the Students' Union's democratic structures.



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TERMS AND CONDITIONS OF BOOKING 2020:

5. CANCELLATION POLICY

(5.1) All cancellations must be made in writing to the Students' Union.

(5.2) The following charges apply to cancellations:

- i. Where the Advertiser cancels the order less than 30 days before the Activity Start Date, the Advertiser agrees to pay the Students' Union the total cost of the Sales Invoice.
- ii. Where the Advertiser cancels the order more than 30 days before the Activity Start Date, no fees will be payable by the Advertiser.

6. INTELLECTUAL PROPERTY, DATA PROTECTION & THIRD PARTY'S RIGHTS

(6.1) Each party shall satisfy itself as to the extent of and shall comply with its obligations and duties under the GDPR and other applicable statutory or European Community provisions, regulations or guidance and each party shall ensure that it has given the relevant registrations and notifications under the GDPR to enable it to comply with the provisions of the GDPR.

(6.2) Any use of the Students' Union's branding, including logos and sub-brands shall only be permitted with the Students' Union's prior approval in writing.

(6.3) Subject to any express provision of the Agreement to the contrary, none of The Students' Union's Intellectual Property Rights shall be transferred or affected in any way by the Agreement and no party shall acquire any right in relation thereto.

(6.4) The Advertiser will use its reasonable endeavours to ensure that promotional activity will not be in breach of any third party's rights including, without limitation, any rights in respect of defamation or reputation, confidential information or trade secrets, patent, copyright, design right, registered design, trademark, or other intellectual property rights.

(6.5) The Advertiser undertakes to indemnify the Students' Union and to keep the Students' Union fully and effectively indemnified against any claims by third parties for infringement of their rights by the Advertiser as a result of the distribution or display of Advertisements under the terms of this Agreement.

7. CONFIDENTIALITY

(7.1) Each party will treat all information contained in the Agreement as strictly confidential and will take all proper steps to prevent its use or disclosure.

(7.2) Each party will not disclose confidential information to any person, except where such disclosure would be required by law, or where the information has become part of the public domain due to actions beyond the reasonable control of either party.

8. ENTIRE AGREEMENT

This Agreement supersedes any previous agreements between the parties in relation to the matters dealt with herein and represents the entire understanding between the parties regarding the matters referred to in the agreement.



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TERMS AND CONDITIONS OF BOOKING 2020:

9. BILLING & COSTS

(9.1) The Students' Union shall be entitled to issue invoices in respect of sums due to it under this Agreement at any time after the date of the Agreement.

(9.2) All invoices issued by the Students' Union are payable before the Activity Date shown on the invoice, or within 30 days of the date of issue of the invoice, whichever is sooner.

(9.3) If any party fails to pay when due the amount payable by it under this agreement, the liability of such party shall forthwith become payable on demand by the other party. The party which has failed to pay an amount owed by the due date shall also pay, on demand by the other party, interest on the overdue amount from the due date until the date of actual payment (after as well as before judgment) at the rate of eight percent per annum above the base rate from time to time of The Bank of England base rate. Such interest shall accrue on a daily basis and be compounded quarterly.

(9.4) In addition if an invoice becomes overdue, we have the right to send further invoices and charge collection costs on each invoice on a fixed scale-as follows:

Debts up to £999:	£25 per additional invoice
Debts £999 to £4999:	£50 per additional invoice
Debts £5,000 and above:	£75 per additional invoice

The collection costs and interest will be added to the outstanding debt.

(9.5) All expenses incurred by or on behalf of the parties including all fees of agents, solicitors or accountants employed by any of the parties in connection with the negotiation or preparation and execution of the Agreement, shall be born solely by the third party who incurred them unless otherwise agreed herein.

NB. Freshers' Fair

(9.6) All invoices issued in respect of Freshers' Fair must be paid in full 30 days prior to the Activity Date. If payment is not received in full prior to the Activity Date then you will not be permitted to attend Freshers' Fair.

10. NOTICES & CONSENTS

(10.1) All official communications between the parties with respect to the Agreement shall be conducted through email.

(10.2) All communication should take place between nominated email addresses confirmed at the time the Agreement is signed.

11. SUBCONTRACTING

The Union may engage a subcontractor or agent to perform any of their obligations under this Agreement.





TERMS AND CONDITIONS OF BOOKING 2020:

12. ASSIGNMENT

(12.1) Save as expressly stated in this Agreement, neither party to this Agreement may assign or transfer its rights or obligations under this Agreement without the written consent of the other party, save that either party shall be entitled to effect (and the other party hereby consents to) such an assignment to transfer to:

- i. A company being a subsidiary or holding company of such party or another subsidiary of such holding company (the terms "holding company" and "subsidiary" having the meanings given to them in Section 736 of the Companies Act, 1985); or
- ii. Another entity to which all or substantially all of the business or assets of the former party which are required for the performance of this Agreement by such party are sold or transferred.

(12.2) This Agreement shall be binding and shall endure for the benefit of the successors in title of each party.

13. TERMINATION

(13.1) Either party may terminate this Agreement with immediate effect at any time by giving written notice to the other party if the other party is in material breach of an obligation under this Agreement, which breach, if capable of remedy, has not been remedied within 10 days after such party has served written notice on the other party specifying the breach and the steps required to remedy it.

(13.2) The Students' Union may terminate this Agreement with immediate effect at any time by giving written notice if the Advertiser:

- i. Has a receiver, administrator or and administrative receiver appointed, or an encumbrancer takes possession over all or any part of its undertakings or assets.
- ii. Passes a resolution for winding up (other than for the purpose of a bona fide scheme of solvent reorganization) or a court order is made for its winding up.
- iii. Makes any voluntary arrangement or composition with its creditors or applies to a court for protection from its creditors.
- iv. Has an administration order made in relation to it.
- v. Ceases, or threatens to cease, to carry on business.

(13.3) If any analogous situation to any of the above occurs in relation to it under the law of any jurisdiction; or where such other party is a private individual:

- i. Makes any voluntary arrangement or composition with his creditors.
- ii. Has a bankruptcy order made against them.
- iii. Dies.

(13.4) Any termination of this Agreement (however caused) shall not affect any rights or liabilities of either party which have accrued prior to date of termination nor shall it affect the coming into force or the continuation in force of any provision of this Agreement expressed to survive such termination.





TERMS AND CONDITIONS OF BOOKING 2020:

14. FORCE MAJEURE

(14.1) No party shall be deemed in breach of this Agreement or otherwise liable to the other parties for any failure or delay in performance by it of any of its obligations under the Agreement if and to the extent that the delay or non-performance is due to a circumstance beyond the reasonable control of that party ("Force Majeure").

(14.2) If a party is prevented or delayed in the performance of any of its obligations under this Agreement by Force Majeure that party shall as soon as reasonably possible give written notice to the others of the nature and extent of the circumstances giving rise to Force Majeure.

(14.3) The operation of the Agreement shall be suspended during the period (and only during the period) in which the Force Majeure continues and any time periods in this Agreement shall be extended accordingly.

15. MISCELLANEOUS

(15.1) In the event that for any reason the Students' Union cancel all or part of the Promotional Activity or be unable to perform their obligations under this agreement, then the liability of The Students' Union shall be limited to the refund of any payments made under this Agreement.

(15.2) A failure to exercise or delay in exercising any right, remedy or power provided under the Agreement or by law does not constitute a waiver of the right, remedy or power or a waiver of any other right, remedy or power. No single or partial exercise of any right, remedy or power prevents any further exercise of it or the exercise of any other right, remedy or power.

(15.3) The rights, remedies and powers provided by this Agreement are cumulative and not exclusive of any rights, remedies or powers provided by law. Any waiver of a breach of any of the terms of the Agreement or of any default under this Agreement shall not be deemed a waiver of any other breach or default and shall not affect the other terms of the Agreement.

(15.4) If any term or provision in the Agreement shall in whole or in part be held to any extent to be illegal or unenforceable under any enactment or rule of law that term or provision or part shall to that extent be deemed not to form part of the Agreement and the enforceability of the remainder of the Agreement shall not be affected.

(15.5) This Agreement may be executed in any number of counterparts, and by the parties on separate counterparts, each of which when executed shall be an original, but all of which together shall constitute a single instrument.

(15.6) The Students' Union accepts no liability in contract, tort (including negligence) or otherwise for direct or indirect loss of profits, business or anticipated savings, nor for any indirect or consequential loss or damage or for any destruction of data arising as a result of any breach by the Students' Union of this Agreement.

(15.7) These Terms and Conditions are subject to any express provision of the Agreement. In the event of any conflict between these Terms and Conditions and any other provision of the Agreement, such other provision shall prevail.

(15.8) The Agreement shall be governed by and construed in accordance with the law of England and Wales and the Parties shall be subject to the exclusive jurisdiction of the English Courts.



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TERMS AND CONDITIONS OF BOOKING 2020:

16. FRESHERS FAIR

(16.1) A standard stall is defined as a 6ft x 2.6ft single table, with space for 2 chairs and up to 2 members of staff.

(16.2) A premium stall is defined as a two 6ft x 2.6ft tables, with space for 4 chairs and up to 4 members of staff.

(16.3) No products can be sold from any stall unless there is a specific agreement in writing from the Students' Union as part of this Agreement.

(16.4) No open containers of liquid or food can be distributed from a stall under any circumstances unless there is a specific agreement in writing from the Students' Union as part of this Agreement.

(16.5) No leafleting of the queue or anywhere else around campus other than directly in front of the stall is permitted, unless there is a specific agreement in writing from the Students' Union as part of this Agreement.

(16.6) All rubbish is the responsibility of the Advertiser, and must be removed throughout the day. At the end of the day it is the responsibility of the Advertiser to ensure their area is left as it was found. Additional cleaning charges may be applicable if this process is not adhered to.

(16.7) Music is not permitted unless there is a specific agreement in writing from the Students' Union as part of this sales agreement.

(16.8) Banners, stands and other promotional material must fit within the designated stall space.

(16.9) Car parking is unavailable but details of local options will be included in the briefing document.

(16.10) If you require any other resources from the Students' Union, this must be requested at least four weeks prior to the event, but any request cannot be guaranteed.

(16.11) Prior to the event a full operational briefing document will be distributed by the Students' Union.

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TERMS AND CONDITIONS OF BOOKING 2020:

- **Once submitted this booking form is legally binding, please do not submit unless you are authorised to do so and your organisation is prepared to be bound by this contract.**
- **I/we have read the terms and conditions above and are aware of and agree to these and all other relevant conditions**
- **I/we hereby apply for the above mentioned package(s) as specified and agree prices, submitting this form does not constitute a confirmation of booking.**

NAME:

POSITION:

SIGNATURE:

DATE:

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SUBMIT FORM



CLEAR FORM

