

THIRTEEN

MEDIA



FRESHERS MEDIA
BOOKING FORM
2020





HULL UNIVERSITY 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





HULL UNIVERSITY UNION



FRESHERS MEDIA BOOKING FORM 2020

MEDIA REQUIREMENTS:

CHANNEL	RATE	QTY	TOTAL
PLATINUM FRESHERS STALL	1000.00		
STANDARD FRESHERS STALL	675.00		
CHARITY FRESHERS STALL	400.00		
OUTDOOR FRESHERS SPACE			
FRESHERS DISTRIBUTION	400.00	2,000	
WHAT'S ON GUIDE	750.00	5,000	
WALLPLANNER	400.00	5,000	
WEB BANNER 1 WEEK	150.00	1	
WEB BANNER 2 WEEKS	275.00	1	
WEB BANNER 4 WEEKS	450.00	1	
DIGITAL SCREENS 2 WEEKS	250.00	10	
DIGITAL SCREENS 4 WEEKS	400.00	10	
A3 WASHROOM POSTERS	150.00	15	
A1 GROUND FLOOR POSTERS	100.00	2	
A0 SECOND FLOOR POSTERS	150.00	2	

SUB TOTAL:

VAT (20%):

TOTAL:

CLEAR FORM





HULL UNIVERSITY UNION



FRESHERS MEDIA BOOKING FORM 2020

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:

3

SUBMIT FORM



CLEAR FORM





TERMS AND CONDITIONS OF BOOKING 2020/21:

1. DEFINITIONS AND INTERPRETATION

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

"The Advertiser" refers to any organisation wishing to undertake promotional activity in conjunction with Hull University Union

"Agreement" refers to the invoice for services for the Advertiser provided by Thirteen Media

"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 Thirteen Media.

"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, unregistered trade and service marks, logos, get-up and trade names, all patents, utility models, registered designs, registered copyrights, registered trade and service marks, domain names and applications for registration rights 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 Thirteen Media on behalf of Hull University Union agrees to provide the Advertiser with the services as set out in this booking form

2.2 Advertiser should confirm any individual additional requirements prior to signing this booking form

3. SECTOR EXCLUSIVITY

3.1 Where Thirteen Media has agreed to provide sector exclusivity for the Advertiser, Hull University 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 Hull University Union activities and does not include activities provided by Hull University Union Activity Groups.

4. PROMOTIONAL ACTIVITY

4. 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 Thirteen Media on behalf of Hull University Union reserves the right to refuse to allow Advertisers to display or 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 Hull University Union democratic structures.





TERMS AND CONDITIONS OF BOOKING 2020/21:

5. CANCELLATION POLICY

5.1 All cancellations must be made in writing by email to Thirteen Media

5.2 The following charges apply to cancellations:

- I. Where the Advertiser cancels the booking less than 30 days before the activity start date the Advertiser agrees to pay the Thirteen Media the full invoice amount.
- II. Where the Advertiser cancels the booking more than 30 days before the Activity Start Date 25% of the total booking fee is payable.

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

- 6.1 Each party shall satisfy itself 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 GDPR.
- 6.2 Any use of Thirteen Media or Hull University Union branding, including logos and sub-brands shall only be permitted with Thirteen Media prior approval in writing.
- 6.3 Subject to any express provision of the Agreement to the contrary, none of the Hull University Unions Intellectual Property Rights shall be transferred or affected in any way by the Agreement and no party shall acquire any right in relation there to.
- 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, confidential information or trade secrets, patent, copyright, design right, registered design, trademark, or other intellectual property rights.
- 6.5 The Advertiser undertakes to indemnify Thirteen Media and Hull University Union and to keep them 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 misuse or disclosure.

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.





TERMS AND CONDITIONS OF BOOKING 2020/21:

9. BILLING & COSTS

- 9.1 Thirteen Media 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 Thirteen Media are payable before the Activity Date shown on the booking form 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 judgement) at the rate of 8 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: £25.00 per additional invoice
 - Debts £999 to £4999: £50.00 per additional invoice
 - Debts £5,000 and above: £75.00 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.
- 9.6 All invoices issued in respect of Freshers' Fair must be paid for 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 exhibit at the 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 at the time the Agreement is signed.

11. SUBCONTRACTING

- 11.1 Thirteen Media and/or Hull University Union may engage a sub-contractor or agent to perform any of their obligations under this Agreement.





TERMS AND CONDITIONS OF BOOKING 2020/21:

12. ASSIGNMENT

12.1 Save as expressly stated in the 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)
- 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 Thirteen Media 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 bona fide scheme of solvent reorganisation) 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 2020/21:

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 or 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 the party shall as soon as is 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 Thirteen Media or Hull University 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 payments made under this Agreement.
- 15.2 A failure to exercise or delay in exercising any right, remedy or power provided under this Agreement or by law does not constitute 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 shall 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 Thirteen Media 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 Thirteen Media or Hull University 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.





TERMS AND CONDITIONS OF BOOKING 2020/21:

16. FRESHERS FAIR

- 16.1 A Platinum single stall is defined as a space 3m x 2mm and a Standard single stall is defined as a space 2m x 1.5m with the option of a table 1800mm x 600mm, two chairs and up to two members of staff.
- 16.2 No products can be sold from any stall unless there is a specific agreement in writing from Thirteen Media on behalf of Hull University Union given in advance of the Freshers' Fair as part of this Agreement.
- 16.3 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 Thirteen Media on behalf of Hull University Union as part of this Agreement.
- 16.4 No leafleting of the queue or anywhere else around the campus other than directly in front of the stall is permitted unless there is a specific Agreement in writing from Thirteen Media on behalf of Hull University Union as part of this Agreement.
- 16.5 All rubbish is the responsibility of the Advertiser, and must be removed throughout the day to the designated area. At the end of the day it is the responsibility of the Advertiser to ensure that their area is left as it was found. Additional cleaning charges may be applicable if this process is not adhered to.
- 16.6 Music is not permitted as part of this sales Agreement.
- 16.7 Banners, stands and other promotional material must fit within the designated stall footprint.
- 16.8 Car parking is unavailable but details of local options will be sent with the Joining Instructions
- 16.9 If you require any other resources from Hull University Union this must be requested at least four weeks prior to the event, any request cannot be guaranteed.
- 16.10 Prior to the event a full Joining Instructions document will be distributed by Thirteen Media.

