

THE 2012

REFRESHERS

FAIR

**CATCH UP WITH
THE SOCIETIES**

**LOCAL COMPANIES
POSTER SALE
WELFARE & ADVICE STALLS
AND LOTS MORE**

WED 11th JAN

NEWTON PARK SU

10AM-4PM

WWW.BATHSPASU.CO.UK BATHSPASU@BATHSPA.AC.UK

Customer Details:

Contact Name:

Company Address:

Postcode:

Tel:

Fax:

Email:

Invoice Details:

(If different from above)

Name:

Company Name:

Company Address:

Postcode:

PLEASE NOTE:

- TERMS AND CONDITIONS APPLY
- ALL PRICES ARE EXCLUSIVE OF VAT AT 20%

All Enquiries to:

Simon Antrobus
Students' Union
Bath Spa University
Newton Park
Newton St.Loe
Bath BA2 9BN

Tel: 01225 875588

Fax: 01225 876156

Email:
su-marketing@bathspa.ac.uk

REFRESHERS FAIR 2012 booking form

I confirm the following booking with Bath Spa University Students' Union:

Item	Price	Quantity		Total
reFreshers' fair				
Large Stall (6ft)	£100.00			
Small Stall (3ft)	£50.00			
Welfare/Advice (3ft) (Limes spaces available)	£0			
Electricity required?	YES / NO			
Description (of product or service to be promoted)				SubTotal £
				VAT £
				TOTAL £
PLEASE RETURN FORMS BY MON 9TH JAN 2012				
I HAVE READ AND AGREED TO THE TERMS AND CONDITIONS STATED ON THE MARKETING OPPORTUNITIES FORM.				
Full Name:			Signature:	
Position:			Date:	
Please note all prices are exclusive of VAT at 20%				

GENERAL terms & conditions

The Union agrees to provide the Media Services as agreed by the advertiser outlined on the booking form, under the terms of this Agreement, which are set out below and over page.

1. MEDIA DESCRIPTION: The Union agrees to provide the advertiser with the media services as agreed by the advertiser, in the format as agreed with the Union. For the avoidance of doubt, any additional requirements for media services shall be provided by the Union on a first come first served basis. Advertisers must agree with The Union all Additional requirements prior to signing this agreement.

2. ARTWORK:

- 2.1 The advertiser undertakes to supply computer-ready artwork to the Union via either CD or e-mail, as appropriate to the media services agreed.
- 2.2 The advertiser undertakes to supply PC or Mac format artwork as either a Hi-Res JPEG or PDF file, as appropriate to the media services agreed.
- 2.3 The advertiser undertakes to supply text in a format as appropriate to the media services agreed.

3. ARTWORK & DELIVERY DEADLINES:

- 3.1 The advertiser undertakes to provide all necessary artwork/text in the required format on or before the copy deadline, as appropriate to the media services agreed.
- 3.2 On or before the delivery date, the advertiser agrees to deliver, to the delivery address, a sufficient quantity of promotional material for the Union to distribute as agreed by the advertiser on the booking form. For avoidance of doubt, this quantity should be no less than the number specified on the booking form.

4. RIGHT TO AMEND OR REFUSE ADVERTISEMENTS:

- 4.1 The Union reserves the right to refuse to accept advertisements which it believes, for any reason, to be unsuitable or contravenes Union policy.
- 4.2 The Union reserves the right to control and edit the content of advertisements.
- 4.3 The Union reserves the right to change the position of advertisements within the relevant publication.

5. CAMPAIGN TIMING: The Union agrees to distribute the materials during the dates agreed between the Advertiser and the Union.

6. PROMOTIONAL MATERIALS: The 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.

7. SECTOR EXCLUSIVITY: Where the Union has agreed to provide sector exclusivity for the advertiser, the Union undertakes to ensure that no other companies from the same business sector as the advertiser will be given permission to advertise via the media services for which the sector exclusivity applies.

8. PAYMENT: The advertiser undertakes to pay the Union the amount set out under total cost within the booking form. Payment terms are set out within clause 7 of The Union terms and conditions of business.

Please also see the
Union - TERMS AND CONDITIONS OF BUSINESS
on the next page

have an idea?
let us know.

call
01225 875588

Further information regarding
marketing opportunities with Bath
Spa University Students' Union
may be obtained from:

Students' Union,
Bath Spa University,
Newton Park
Newton St. Loe,
Bath. BA2 9BN

tel: 01225 875588
fax: 01228 876156

email: su-marketing@bathspa.ac.uk
web: www.bathspasu.co.uk/marketing



The Union - TERMS AND CONDITIONS OF BUSINESS

These terms and conditions, which form part of the agreement along with the booking form and which expressly incorporates them by reference (referred to hereafter as the agreement) supersede all other terms and conditions agreed between the two parties to this agreement, in relation to media services confirmed by the advertiser on the booking form.

1. DEFINITIONS AND INTERPRETATION

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

"Advertisements" are the advertisements provided by the advertiser in the format and by the copy deadline set out on the booking form.

"Additional Requirements" are those requirements that that the Union agrees to supply the advertiser that are additional to the normal specifications for the media service provided to the advertiser.

"Promotional Material" is the literature, or product samples, provided by the advertiser for distribution by the Union or distributed directly by the advertiser.

The "Media Services" is the media types for which the advertiser has confirmed on the booking form.

"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;

"DPA" the Data Protection Act 1998;

"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;

"The Union" means Bath Spa University Students' Union, Registered Office at Students' Union, Bath Spa University, Newton Park, Bath, BA2 9BN.

2. CANCELLATION POLICY

2.1 All cancellations must be made in writing to The Union.

2.2 The following charges apply to cancellations:

- Where the advertiser cancels the order less than 31 days before the copy/delivery deadline or activity date, the advertiser agrees to pay the Union the total cost of the campaign. Where payment has already been received by The Union from The advertiser, no refund will be payable by the Union.
- Where The Advertiser cancels the order more than 30 days but less than 61 days before the copy/delivery deadline or activity date, the advertiser agrees to pay The Union 50% of the total cost of the campaign. Where payment has already been received by The Union from the advertiser, the Union agrees to refund 50% of the total cost of the campaign to the advertiser.
- Where the advertiser cancels the order more than 60 days before the copy/delivery deadline or activity date, no fees will be payable by the advertiser. Where payment has already been received by the Union from the advertiser, The Union agrees to refund the advertiser in full.

2.3 Where applicable, refunds will be made by The Union within 30 days of the copy/delivery deadline or activity date.

3. ADDITIONAL RESPONSIBILITIES OF THE ADVERTISER

3.1 The advertiser undertakes to promote only the products or services specified on the booking form.

3.2 The Advertiser agrees not to promote any products or services on behalf of any other business unless agreed by the Union.

3.3 The advertiser retains sole responsibility for the health and well-being of its staff during any media services which involve activities involving the advertisers Staff.

3.4 The advertiser will use its reasonable endeavours to ensure that the promotional material it distributes or displays 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, copy right, design right, registered design, trademark, or other intellectual property rights.

3.5 The advertiser undertakes to indemnify the Union and to keep the Union fully and effectively indemnified against any claims by third parties for infringement of their rights by the advertiser as a result of the display or distribution of material under the terms of this agreement.

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

4.1 Each party shall satisfy itself as to the extent of and shall comply with its obligations and duties under the DPA 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 DPA to enable it to comply with the provisions of the DPA.

4.2 Any use of The Union's branding, logo or get-up shall only be permitted with the Union's prior approval in writing.

4.3 Subject to any express provision of the agreement to the contrary, none of the 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.

4.4 The advertiser will use its reasonable endeavours to ensure that the advertisement 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.

4.5 The advertiser undertakes to indemnify the Union and to keep the Union fully and effectively indemnified against any claims by third parties for infringement of their rights by the advertiser as a result of the inclusion of the advertisement in Union media.

5. CONFIDENTIALITY

5.1 Each party will treat all confidential information as strictly confidential and (a) will take all proper steps to prevent its use or disclosure; (b) will not itself make use of any confidential information for a purpose other than the performance of its obligations under this agreement; and (c) will not disclose confidential information to any person (other than in accordance with Paragraph 3.2.).

5.2 Each party may disclose confidential information where such disclosure would otherwise be prohibited by this paragraph if and to the extent: (a) required by law; or (b) it can be shown by that party (to the other party's reasonable satisfaction) to have been known by it before disclosure to it by the other party; or (c) the information was or becomes in the public domain (other than by reason of a breach of this paragraph by that party)

6. ENTIRE AGREEMENT

6.1 The agreement supersedes any previous agreements between the parties in relation to the matters dealt with herein and represents the entire understanding between the parties in relation thereto and each of the parties acknowledges and agrees that it has not entered into the agreement in reliance upon any representation, warranty, undertaking, agreement, statement or replies to enquiries (whether oral or written) made or alleged to have been made by any other party (whether or not negligently made) on or prior to the date hereof except as expressly set out in the agreement (provided that nothing contained in the agreement shall operate to exclude any liability for fraudulent misrepresentation).

7. BILLING & COSTS

7.1 The Union shall be entitled to issue invoices in respect of sums due to it under the agreement at any time after the date of the agreement.

7.2 All expenses incurred by or on behalf of the parties shall be born solely by the party which incurred them. If any party fails to pay when due any amount payable by it under this agreement, the liability of such party shall forthwith on demand by the other party pay 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 three percent per annum above the base rate from time to time of The Royal Bank of Scotland. Such interest shall accrue on a daily basis and be compounded quarterly.

8. NOTICES & CONSENTS

8.1 All communications between the parties with respect to the agreement shall be delivered by hand or sent by first class post to the address of the addressee as set out in the agreement or to such other address as the addressee may from time to time have notified for the purpose of this paragraph or sent by fax.

8.2 Communications shall be deemed to have been received:- (a) if sent by first class post: two days after posting exclusive of the day of posting; or (b) if delivered by hand: on the day of delivery or if sent by fax: at the time of transmission.

8.3 In proving service:- (a) by delivery by hand, it shall be necessary only to produce a receipt for the communication signed by or on behalf of the addressee; (b) by post, it shall be necessary only to prove that the communication was contained in an envelope which was dully addressed and posted in accordance with this paragraph; or (c) by fax, it shall be necessary only to produce the addressee's copy bearing the successful transmission record.

9. SUBCONTRACTING

9.1 The Union may engage a subcontractor or agent to perform any of its obligations under this agreement, however, no such subcontracting or agency shall relieve the Union of responsibility for the due performance of this agreement.

10. ASSIGNMENT

10.1. 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: a) 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 b) 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.

10.2 This agreement shall be binding and shall endure for the benefit of the successors in title of each party.

11. TERMINATION

11.1 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 30 days after such party has served written notice on the other party specifying the breach and the steps required to remedy it.

11.2 Either party may terminate this agreement with immediate effect at any time by giving written notice to the other party if such other party:

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

11.3. 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.

12. FORCE MAJEURE

12.1. 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"). 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. 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.

13. MISCELLANEOUS

13.1. 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 of it or the exercise of any other right, remedy or power.

13.2. 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.

13.3. If any term or provision in the Agreement shall in whole or in part be held 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.

13.4. 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.

13.5. The 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 Union of this Agreement.

13.6. 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.

13.7. 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.