

FRESHERS' BAG SPONSORSHIP FORM 2023

BOOKING WITH THE UNIVERSITY OF BRIGHTON STUDENTS' UNION

The Freshers' bag will be the official cotton reusable bag that will be given to approximately 5000 new students at Brighton University at the Freshers' Fairs.

Please tick the box(es) below then complete the booking form on page 2, sign the agreement on pages 3 and 5 and return to us.

What	Quantity	Cost (exc VAT)	Cost (inc VAT)
Bag inserts x 1000	1000 inserts	£100.00 per 1k	£250.00
Bag inserts x 5000	5000 inserts	£500.00 for 5k	£600.00

All inserts that are sized A5 or smaller will be permitted into the bags and must be no more than a 4 page leaflet that does not weigh more than 200gsm per page.

Depending on the amount of inserts that you are submitting, please ensure you send them to the following address by the below deadline date.

Where to send your insert : Please email your artwork to

a.salins@brighton.ac.uk Deadline : Please email to a.salins@brighton.ac.uk by

the 31st of August 2023



Please complete the booking form below and refer to the terms and conditions on page 4-5 which also form part of this agreement. Please sign both sections to confirm you accept the terms of this agreement. Please return by email to : a.salins@brighton.ac.uk.

YOUR DETAILS (*Must be completed) Please write clearly		OUR DETAILS	
*Contact Name:		Contact Name:	Sales and Contracts Manager
*Company Name: ("The Advertiser")		Business Name:	University of Brighton Students' Union
*Invoice Address:			
*Postcode			
*Tel			
		Tel:	
Email:		Email:	
Purchase Order Number:			
PAYMENT SUMMARY:		FEE SUMMARY	
		Fees:	
1000 Inserts into bags – £100 - A5 max size flyers	£	VAT:	
5000 Inserts into bags – £500 - A5 max size flyers		Total Cost:	
		Payment Terms:	
Total cost including VAT	£		

FOR OFFICIAL USE ONLY	
Order No.	
Payment Enclosed	

Invoicing and Payment: You will receive an invoice in due course and you should pay Brighton Students' Union directly. Instructions for payment will be shown on the invoice. If you have any questions on the media or how to complete this booking form please contact us directly on 01273 642874 or email a.salins@brighton.ac.uk

Delivery Address: Please email the completed booking form to a.salins@brighton.ac.uk

TERMS & CONDITIONS

1. Artwork must be a spot one colour logo C – 0, M - 0, Y - 0, K - 100
2. Artwork must be supplied as a high res EPS file suitable for printing on material
3. Artwork Delivery: Please email to a.salins@brighton.ac.uk by the 31st of August 2023
4. Message Content: The Union reserves the right to refuse to include the logo which, for any reason, it regards as unsuitable.

These terms and conditions, which form part of the Agreement 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 the booking of logos on the Freshers' bag.

Signature: Name: Date:

DEFINITIONS AND INTERPRETATION

In this Agreement (unless the context otherwise requires) the following words and expressions shall have the following meanings: "Promotional Activity" is that activity, including events, advertising and any form of display or distribution of promotional material by the Advertiser.

"Essential Guide" is the guide produced by the Union and distributed before and throughout the academic year.

"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" means 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;

2. PROMOTIONAL ACTIVITY

1. The Advertiser undertakes to ensure that the Promotional service 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.

3. CANCELLATION POLICY

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

3.2 The following charges apply to cancellations:

a) Where The Advertiser cancels the order less than 30 days before the Campaign Start Date, The Advertiser agrees to pay The Union the Total Cost of the campaign.

b) Where The Advertiser cancels the order more than 30 days before the Campaign Start Date, no fees will be payable by The Advertiser.

3.3 Where applicable, refunds will be made by The Union within 60 days of the Campaign Start Date.

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

4.4 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.

4.5 The Advertiser will use its reasonable endeavors to ensure that Advertisements 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.

4.6 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 distribution or display of Advertisements under the terms of this Agreement.

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 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 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 this Agreement at any time after the date of the Agreement.

All invoices issued by The Union are payable on or before the date shown on the invoice, or within 30 days of the date of issue of the invoice, whichever is sooner. All invoices issued in respect of UBSU on site stalls must be paid in full **7 days prior to the date**.

7.2 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.

7.3 In addition if an invoice becomes overdue we have the right to charge collection costs on each invoice on a fixed scale-as follows:

Debts up to £999.99 £40 per invoice

Debts £1,000 to £9,999.99 £70

Debts £10,000 and above £100

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

7.4 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 which incurred them unless otherwise agreed herein.

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

.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 duly 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 their obligations under 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:

- (a) Has a receiver, administrator or and administrative receiver appointed, or an encumbrancer takes possession, over all or any part of its undertakings or assets; or
- (b) 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; or
- (c) Makes any voluntary arrangement or composition with its creditors or applies to a court for protection from its creditors; or
- (d) Has an administration order made in relation to it; or
- (e) Ceases, or threatens to cease, to carry on business; or
- (f) 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:
- (g) Makes any voluntary arrangement or composition with his creditors; or
- (h) Has a bankruptcy order made against him; or
- (i) 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. In the event that for any reason The Union cancel all or part of the Promotional Activity or be unable to perform, their obligations under this agreement, then the liability of The Union shall be limited to the refund of any payments made by the advertiser to The Union under this agreement.

13.2. 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.

13.3. 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.

13.4. 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.

13.5. 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.

13.6. Neither 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.

13.7. 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.

13.8. 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.

I have read and understood these terms and conditions :

Signature:

Name: Date: