



BRIGHTON
STUDENTS' UNION



MEDIA BOOKING FORM

2022/2023



BSU MEDIA BOOKING FORM

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COMPANY NAME:

AGENCY NAME:

INVOICE ADDRESS:

POSTCODE:

TELEPHONE:

EMAIL:

CONTACT:

POSITION:

ORDER NUMBER:

BSU MEDIA BOOKING FORM

MEDIA REQUIREMENTS:

MEDIA TYPE **DATE** **HOW LONG** **COST** [EXC VAT]

POSTERS A3

COST : £250 per month - 10 x A3 or A4 poster - Format to be sent as high res PDF or 300 DPI JPEG to a.salins@brighton.ac.uk 5 working days before campaign start date.

DATE **HOW LONG** **COST** [EXC VAT]

FLYERS A6 or A5

COST : £250 per month - A6 or A5 - 500 flyers sent to Aaron Salins at address below 5 working days before campaign start date.

DATE **HOW LONG** **COST** [EXC VAT]

MEDIA STALL

COST : £250 per day - This is a media stall (6ft x 2ft) giving out promo at our main Cockcroft campus with high student footfall.

DATE **HOW LONG** **FORMAT** **COST** [EXC VAT]

E-NEWSLETTER AD

COST : £400 per ad - This is a monthly email sent to 20,000 students - Format is a 600 pixel square advert with a link to your website. Format to be sent as as 72 dpi JPEG to a.salins@brighton.ac.uk 5 working days before campaign start date.

BSU MEDIA BOOKING FORM

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TERMS AND CONDITIONS OF BOOKING 2022/23:

- **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:

TERMS AND CONDITIONS OF BOOKING 2022/23:

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 The University of Brighton Students' Union.

“Agreement” refers to the invoice for services for the Advertiser provided by The University of Brighton 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 University of Brighton Students' Union.

“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 The University of Brighton Students' 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 the Brighton Students' Union has agreed to provide sector exclusivity for the Advertiser, Brighton 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 Brighton Students' Union and does not include activities provided by the Brighton Students' Union Activity Groups.

TERMS AND CONDITIONS OF BOOKING 2022/23:

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 University of Brighton Students' 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 University of Brighton Students' Union democratic structures.

5. CANCELLATION POLICY

5.1 All cancellations must be made in writing by email to The University of Brighton Students' Union.

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 The University of Brighton Students' Union 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 The University of Brighton Students' Union branding, including logos and sub-brands shall only be permitted with The University of Brighton Students' Union prior approval in writing.

6.3 Subject to any express provision of the Agreement to the contrary, none of The University of Brighton Students' 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 The University of Brighton Students' 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.

TERMS AND CONDITIONS OF BOOKING 2022/23:

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.

9. BILLING & COSTS

9.1 The University of Brighton 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 University of Brighton Students' Union 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.

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.

TERMS AND CONDITIONS OF BOOKING 2022/23:

11. SUBCONTRACTING

11.1 The University of Brighton Students' Union may engage a sub-contractor or agent to perform any of their obligations under this Agreement.

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.
 - 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.

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 University of Brighton Students' Union may terminate this agreement with immediate effect at any time by giving written notice if the Advertiser:

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 2022/23:

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 The University of Brighton 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 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 The University of Brighton 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 University of Brighton 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.

15.9 All exhibitors are required to provide a full Risk Assessment and copy of their Public Liability Insurance Certificate no later than 28 days before the activity date. Bookings made less than 28 days before the activity date will be required to provide the documents at the time of booking.