



**REFRESHERS' FAIR BOOKING FORM 2019
THE UNIVERSITY OF BRIGHTON STUDENTS' UNION**

REFRESHERS' FAIR STALL OVERVIEW

Refreshers' Fair in January will again be held at our Cockcroft campus. This hugely popular event highlights and showcases as many student group including our societies. Meet up to 2500 students across Brighton. This event will sell out well in advance so early booking is advised.

- All Standard pitches include a table and two chairs
- Premium spaces are not permitted
- If you have specific requirements or want something bespoke then please don't hesitate to get in touch – we'd love to hear from you.
- **PLEASE NOTE** : Payment must be made in full within 5 working days of sending your booking form.

Location	Bespoke Stall	Premium Stall	Standard Stall
Refreshers' Fair – 07/02/19	£500.00 + VAT	N/A	£400.00 + VAT

YOUR DETAILS
*Contact Name:
*Company Name: ("The Advertiser")
*Invoice Address:
*Postcode
*Tel
Fax
Email

CAMPAIGN DETAILS		
Purchase Order No:		
Fairs Attending (please mark X)		
Refreshers' Fair		Cockcroft
FULL AMOUNT		

OUR DETAILS	
Contact Name	Aaron Salins, Sales & Contracts Manager
Business Name	Brighton Students' Union ('The Union')
Our Address	University of Brighton Students' Union, Room 406 Watts Building, Lewes Road, Brighton, BN2 4GJ
Tel	01273 642874
Email	a.salins@brighton.ac.uk

Booking information

Please use the information here to complete the Booking Form on page 3, then please read and sign the Terms and Conditions on page 6 which also form part of this agreement.

Email the completed forms to a.salins@brighton.ac.uk
or by post to
Brighton Students' Union
7-8 Pelham Terrace, Lewes Road, Brighton, BN2 4AF

Date..... Signed..... Name.....

1. Using your own electrical equipment

You may wish to promote your organisation through DVD, PowerPoint presentations or something similar at Freshers' Fair. Please be advised that you will need to bring your own equipment (laptop, plasma screen etc) including all appropriate cabling. We **only** supply the power outlet.

PAT testing

- Please ensure you bring a PAT certificate for all portable electrical appliances.
- Portable appliances will undergo safety testing on the day of the Fair. A charge of £10 for an on site PAT test will be automatically charged unless PAT certificate shown.
- Any equipment deemed unsafe or which causes the power to trip will be removed from use.

Sound levels

- Please do not bring your own sound equipment to the fair
- Local sound from CD or DVD is acceptable provided it is played through a portable appliance; however, you will be asked to reduce the volume if the noise level is deemed to be extreme.
- DJ sessions by prior agreement **only** in the main exhibitor halls.

2. Adherence to Students' Union policies

We ask that all exhibitors comply with the following:

- Equal Opportunities, Ethical & Environmental and Health & Safety policies – copies are available on our website www.brightonsu.com
- Brighton University's Smoking, Alcohol and Illegal Substances policies, also available on www.brighton.ac.uk
- Brighton Students' Union are committed to reflecting the contemporary student identity, which is about having great experiences and enjoying alcohol responsibly as part of an amazing night out
-

Guidelines for commercial stall holders

Brighton SU are committed to promoting a responsible approach to alcohol, and reinforcing this norm. In order to reflect the contemporary student identity, which is based on responsible alcohol consumption, all communications must:

- Concentrate marketing on the social and entertainments offer of the venue/event, rather than any drinks prices or promotions
- If alcoholic drinks prices are given then non-alcoholic promotions must also be displayed (these must be cheaper than the alcoholic options)
- Emphasise the entertainments offer by listing it before alcohol e.g. Come to Grad Ball and enjoy a 3 course meal with friends, amazing cabaret acts, photo booth, cocktail bar and more!
- Avoid making direct associations between the student identity and binge drinking
- Avoid using language which implies an irresponsible approach to alcohol, e.g. crazy prices, come and get trashed
- Avoid using images which portray or glamorise excessive alcohol consumption
- Posters/images must include the statement "Brighton Students' Union are committed to reflecting the contemporary student identity, which is about having great experiences, and enjoying alcohol responsibly as part of an amazing night out."

- Stickers and/or posters are **not** permitted on venue walls– however, you're welcome to bring pop-ups and decorate your stall space however you like. Please **do not** attach materials to ceiling panels.
- We ask that all exhibitors stay at their stalls for the duration of the Freshers' Fair

3. Making Freshers' Fair Greener

Brighton SU regularly reviews its environmental policy. We would like to ask exhibitors to help make the Freshers' Fairs less wasteful and more sustainable. Below are some things we'd like all exhibitors to consider:

- Use car shares or public transport to travel to the Freshers' Fair
- Keep the amount of leaflets and flyers to a minimum, aiming to have just one small leaflet per prospective customer.
- Think about the sustainability of your products – large volumes of disposable product should not be distributed.
- In order to reduce the environmental impact of the fair, plastic bags are not permitted from the Freshers' Fair in order to minimise the environmental impact of the event. Please use a recyclable alternative
- Be responsible for the collection of recycling and waste in your area.
- For exhibitors using power supplies, please switch off appliances when not in use.

Additional rules and guidelines for Eastbourne Freshers' Fair

- No food or drink is allowed in Eastbourne Hall and Gym – please don't provide students with drinks, sweets or food products that may be consumed whilst in the hall.
- No balloons are allowed

Please now read the terms and conditions on page 5 - 6 and **sign and date page 2 and 6** to complete the agreement.

We hope you have a great Freshers' Fair and look forward to welcoming you.

Brighton Students' Union - Brighton SU is a registered student charity. Number 1164033

The Union – Terms and Conditions of Business: Freshers' Stands

These terms and conditions, which form part of the Agreement on Page 1 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 Stands at Freshers' Fairs.

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.

The "Fresher's Fair" is that event, operated by The Union, in relation to the provision of Stands and where possible, Additional Benefits, for use by Advertisers for the purpose of promoting the Products or Services specified on Page 1 of this Agreement.

"Stands" are the tables provided by The Union. The size of each Stand, which is at the sole discretion of The Union, is likely to be approximately 180cm long by 60cm feet wide.

"Additional Benefits" are those benefits, specified on Page 1 of this Agreement, which The Union may agree to provide for Advertisers on a first-come-first-served basis.

"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;

The Union agrees to provide The Advertiser, on the Dates Attending, with one or more Freshers' Fair Stands ("Stands") and Additional Requirements requested under the terms of this Agreement, which are set out below and also on Page 2.

MEDIA DESCRIPTION

- The Union agrees to provide the Advertiser with the Number of Stands Requested, on the Dates Attending, as set out above.
- The Union also agrees, where possible, to provide the Advertiser with the Additional Requirements. For the avoidance of doubt, Additional Requirements will be provided by The Union on a first-come-first-served basis.
- Advertisers should confirm the availability of individual Additional Requirements prior to signing this Agreement.

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 attend the Freshers' Fair on the Dates Attending specified above.

PROMOTIONAL ACTIVITY

- 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.
- 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

CANCELLATION POLICY

- All cancellations must be made in writing to The Union. The following charges apply to cancellations:
- 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.
- Where The Advertiser cancels the order more than 30 days before the Campaign Start Date, no fees will be payable by The Advertiser.
- Where applicable, refunds will be made by The Union within 60 days of the Campaign Start Date.

INTELLECTUAL PROPERTY, DATA PROTECTION & THIRD PARTY'S RIGHTS

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

CONFIDENTIALITY

- Each party will treat all Confidential Information as strictly confidential and
 - will take all proper steps to prevent its use or disclosure;
 - will not itself make use of any Confidential Information for a purpose other than the performance of its obligations under this Agreement;

- will not disclose Confidential Information to any person (other than in accordance with the next paragraph:)
- Each party may disclose Confidential Information where such disclosure would otherwise be prohibited by this paragraph if and to the extent
 - required by law
 - 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;
 - the information was or becomes in the public domain (other than by reason of a breach of this paragraph by that party)

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 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).

BILLING & COSTS

- 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 14 days of the date of issue of the invoice, whichever is sooner.
- All invoices issued in respect of UBSU Freshers' Fair must be paid in full **14 days prior to the date of the event**. If payment is not received in full prior to the event then you will not be permitted to attend the Fresher's Fair.
- 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.
- 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.
- 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.

NOTICES & CONSENTS

- 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
- 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.
- In proving service
 - by delivery by hand, it shall be necessary only to produce a receipt for the communication signed by or on behalf of the addressee;
 - 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;
 - by fax, it shall be necessary only to produce the addressee's copy bearing the successful transmission record.

SUBCONTRACTING

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

Agreement.

ASSIGNMENT

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

TERMINATION

- 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.
- 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 and 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 reorganization) or a court order is made for its winding up; or
 - Makes any voluntary arrangement or composition with its creditors or applies to a court for protection from its creditor's;
 - Has an administration order made in relation to it;
 - 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;
 - Dies.
- 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.

FORCE MAJEURE

- 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

- 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.
- 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.
- 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.

- 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.
- 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.
- 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.
- 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.
- 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. ☺ (Please X)

Name: (PRINT)

Signed: (if posting or faxing)

Date:

©2019 The University of Brighton Students' Union
Brighton Students' Union is a registered student charity. Number 1164033