



FRESHERS AND GENERAL ADVERTISING | TERMS AND CONDITIONS

1. General

- 1.1** Confirmation of booking will be confirmed on receipt of the booking form, on the assumption of the booking being made is available to the client. If the booking is not able to be confirmed due to being fully booked, UPSU will offer an alternative to that booking where possible.
- 1.2** UPSU reserves the right to refuse any distribution of any material or to support any activity that we deem to be unsuitable. This includes but is not limited to material that contravenes our Advertising Policy, Equal Opportunities Policy and our Safe Space Policy, which is available on request. Our decision is final.
- 1.3** Approval of contents of promotional material and advertising should be requested from UPSU, at least 7 days prior to activity, and UPSU reserves the right to remove and terminate any agreement in place immediately should the content of the media booked be deemed unsuitable for its members.
- 1.4** If you are unsure about the suitability of your promotion or any material please, send a copy of the material or an outline of the promotion to; sales@upsu.com. With at least 7 days' notice.
- 1.5** Clients may only promote their own products or services. If a client promotes a third party, we reserve the right to terminate the relevant activity in accordance with our cancellation policy outlined in 3.2.
- 1.6** If you have booked advertising and your material is deemed unsuitable for distribution, no refund will be given.
- 1.7** UPSU takes no responsibility for the content of any advertisements or promotions and will not be held liable for any transactions that may be completed as a result of the promotion or advertisement at UPSU.



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Payment

- 2.1 Unless otherwise agreed, full payment must be made at least 7 days prior to the commencement of the event or promotion and stallholders must ensure that any outstanding debts owed to UPSU as a result of previous business, is cleared. If payment is not received 7 days prior to the date of any planned activity, UPSU reserves the right to cancel any booking made. UPSU will not accept responsibility for any costs borne by any company or organisation who has failed to meet the payment date.
- 2.2 Outside of point 2.1, new companies are required to make payment upfront. Once an account has been established, any future order will be invoiced within 30 days of the activity due to take place. However, the payment terms of 2.1 still stand.
- 2.2 All Freshers orders must be paid by the end of the first week of September 2021.
- 2.3 Payments should be made payable to UPSU, Drakes Circus, Plymouth, PL4 8AA.
- 2.4 All quoted prices are excluding VAT which is applicable to all promotional activity at the prevailing rate.
- 2.5 All bookings are subject to availability and acceptance of UPSU's Terms & Conditions.
- 2.6 Any unauthorised promotion will result in such parties being immediately removed from UPSU and/or University of Plymouth property.

Cancellation

- 3.1 All cancellations must be in writing to: Sales@upsu.com, UPSU, Drakes Circus, Plymouth, PL4 8AA. At least 7 working days prior to event/planned activity.
- 3.2 Any cancellations made more than 10 days prior to publication or event date, there will be no charge. Where a cancellation is made more than 7 days and up to 10 days prior to publication or event date, 50% of the agreed fee will be payable. Where a cancellation is made less than 7 days prior to publications or event date, 100% of the agreed fee will be payable.
- 3.3 Adverse weather conditions resulting in a cancelled booking will not be subsequently eligible for a refund.



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Liability

4.1 In the event that for any reason UPSU shall cancel all or any part of a publication or be unable to perform their obligations under this agreement, the liability of UPSU shall be limited to the refund of any payments made by the exhibitor to UPSU under this agreement.

4.2 UPSU shall accept no liability with regards to attendance figures for any event, nor any other promotional activity booked with UPSU.

Freshers Fair

5.1 The company or organization booking the stall (the stallholder) shall name, in writing, an individual who shall be responsible for the stall under these terms & conditions.

5.2 UPSU reserve the right to refuse admission to promote at UPSU controlled spaces to any stallholders who fail to abide by these terms & conditions, or to take action to ensure compliance.

5.3 Stalls may not be sublet unless previously agreed in writing with UPSU. Organisation may only advertise their own products or services. Stallholders should note that UPSU policy may bar the use and promotion of certain products and they are asked to abide by such decisions at all times. Any breach of the agreed promotion may result in the immediate cancellation of a stall without refund.

5.4 Stalls are not transferable. The content of a stall must not be substantially different to that indicated by the name of the stall in the original booking request form.

5.5 The Freshers Fair site includes the following locations; The SU Building, SU Roof, SU Marquee and the Rolle Marquee. Full details of the location of your stall will be sent to you prior to the event.

5.6 For all events, stalls will be allocated in advance and any consideration on stall location shall be viewed based on the type of stall booked and the time of booking. All stalls provide excellent marketing opportunities, and a stall location shall not be cause for cancellation.

5.7 Full details including times and unloading instructions will be sent to you prior to the event.



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- 5.8** Stallholders must only promote products and services from the immediate vicinity of their stall. Anyone seen distributing promotional material or collecting data elsewhere on the premises will be asked to leave.
- 5.9** Stallholders are responsible for the security and safety of their property. UPSU cannot be held responsible for damage or theft unless caused by gross negligence on the part of UPSU. Any equipment or product stored overnight at UPSU is at the entire risk of the exhibitor.
- 5.10** Any damage caused by an exhibitor to backing boards, walls, ceilings or flooring including any cleaning costs, will be recharged.
- 5.11** All aspects of a stallholder's stall, including the promotional material and staff, must comply with UPSU's Advertising Policy, Equal Opportunities Policy and Safe Space Policy.
- 5.12** We cannot accommodate any parking on site. You may use our loading bays to unload materials, but you must take your vehicle off the premises afterwards.
- 5.13** All rubbish must be taken away with you at the end of the event. Please consider the environment and reduce the use of single-use products. Please recycle where possible. Anything left behind will be charged at a minimum of £50.

Freshers & General Advertising

- 6.1** All advertising will be the subject of approval from UPSU. All content needs to be proofread by UPSU before being sent to print/delivered, as well as being uploaded to our website, social media or digital screens. This content can be sent to sales@upsu.com. UPSU reserves the right to ask clients to make changes to the content if UPSU deems it does not meet the standards of our Advertising Policy.
- 6.2** UPSU Freshers Media Pack will run from the 31st July 2021 until Mid-October 2021. Where all pricing for the Freshers period will be set as per the UPSU Freshers Media Pack. After the Freshers period, UPSU's General Media Pack will run from Mid-October until the 31st July 2022. The Mid-October date will be agreed at the discretion of UPSU's Business Development Department as per UPSU sees fit.



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6.3 UPSU is not responsible for any damage done to table vinyl's and posters placed within our venue, once these have been booked these will be placed where booked but it is at the risk of the client if these get damaged and subsequently need to be removed early due to providing a negative look on the SU Building. Any additional replacements due to damage, will be for the client to pay for and not UPSU.

Freshers Leaflets & UPSU Welcome Guide

7.1 UPSU takes no responsibility for any inserts or leaflets. You accept full responsibility for the quality and safety of any product we inset into one of our goody bags on your behalf.

7.2 Size and weight per insert into our Freshers goody bags must be agreed with UPSU in advance.

7.3 All contents of Freshers goody bags must be sustainable to meet organisational policies of sustainability on the University of Plymouth Campus and University of Plymouth Students' Union (UPSU) building.

7.4 Freshers goody bag inserts must be delivered to UPSU by the 1st September. Unless agreed to prior on booking.

7.5 Size of the UPSU Welcome guide Full, Half and Back Cover Adverts will be confirmed by UPSU in advance.

7.6 All information will need to be provided for the UPSU Welcome Guide by the 16th August 2021.

7.7 Please ensure that any inserts sent to UPSU are clearly marked for the attention of sales@upsu.com, and sent to the following address; Harry Davis, Business Development Manager, UPSU, Drakes Circus, Plymouth, PL4 8AA. UPSU cannot accept responsibility for the loss or delay of any delivery that is not clearly marked. 100% of the invoice amount will still be chargeable if inserts are not included due to a delay caused by an incorrectly addressed delivery.



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Freshers Social Media & General Social Media Advertising

- 8.1** UPSU reserves the right to ask any clients who make bookings for posts on our social media platforms to change the content and message within the posts if it does not meet in line with UPSU's Advertising Policy.
- 8.2** If deemed necessary by UPSU. UPSU has the right to pull any social media post off our platforms for the importance of reputation upon UPSU, with consultation made aware to the individual clients.

Accommodation Fair

- 9.1** The Accommodation Fair site is located in the Big Room inside the main SU Building. Location of your stall will be provided to you on the day of the event. Once this has been shown to you, this location is final and cannot be changed under any circumstances prior or on the day of the event.
- 9.2** Promoters may only promote their own properties or those associated with the letting's agency booked at the Accommodation Fair.
- 9.3** Full details including timings and unloading instructions will be sent to you prior to the event.
- 9.4** Exhibitors must only promote their properties within the immediate vicinity of their stall. Any distribution of promotional material or data collection is allowed on the day of the event within the remainder of the SU Building, However, this does not include the Costa Lounge, The SU Hive or the SU Roof as these are designated quiet spaces for students or University property.
- 9.5** Exhibitors are responsible for the security and safety of their property. UPSU cannot be held responsible for damage or theft unless caused by gross negligence on the part of UPSU. Any equipment or product stored overnight at UPSU is at the entire risk of the exhibitor.
- 9.6** All aspects of an exhibitor's stall, including the promotional material and staff, must comply with UPSU's Advertising Policy, Equal Opportunities Policy and Safe Space Policy.



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9.7 All rubbish & promotional material must be taken away with you at the end of the event. Please consider the environment and reduce the use of single-use products. Please recycle where possible. Anything left behind will be charged at a minimum of £50.

10. Data Protection

10.1 I understand and agree that by completing this Media Sales Booking Form, I am giving UPSU explicit permission to use my details for the purpose of making arrangements for the stated Media Sale Booking and to remain in contact with me regarding Media Sales as a legitimate interest.

10.2 I understand that UPSU will hold this information for six years as required for auditing purposes.

10.3 I understand that I can access information on what data UPSU holds, how it is managed, my rights and how to make a complaint through referring to the UPSU Data Protection and Information Security Policy.

10.4 Any company that collects any data whilst promoting at UPSU must follow and be compliant under the EU General Data Protection Regulations 2018 (GDPR).

11. Health and Safety

11.1 All stalls are taken at the risk of the stallholder who also has a duty to respect the safety of others within the vicinity.

11.2 The stallholder agrees to indemnify UPSU against any damage to UPSU or University of Plymouth property or the property of third parties.

11.3 In line with Health and Safety Regulations, UPSU's Health, Safety and Wellbeing Manager, prior to the exhibition/display area being made accessible to delegates or general public, may carry out a Safety Inspection. In order to facilitate the carrying out of any Safety Inspection, stalls should be completed in good time prior to the opening of the event.

11.4 The stallholder must not obstruct access to fire exits or firefighting equipment.

11.5 The stallholder must comply with any Health & Safety instruction issues by UPSU.



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- 11.6** Stallholders wishing to bring electrical equipment on site must seek prior approval from the event organizer and ensure that each piece of equipment has been tested for safety by a qualified electrician within 12 months prior to the event.
- 11.7** UPSU reserve the right to refuse the use of any electrical equipment which does not present a valid PAC test sticker/certificate.
- 11.8** RAMS/Risk Assessment forms when supplied must be completed and returned prior to the beginning of an event. Should such a form not be received prior to the beginning of an event, any stallholder may be prevented from setting up until such time as an assessment has been completed.
- 11.9** In line with EU Food Information for Consumers Regulation (EU FIC) any stall wishing to give away food or beverages must provide allergen information. This is via a label on food and drink that is prepacked, or an information sheet for prepared food and drink.
- 11.10** Any stallholder wishing to give away non-prepacked or prepared food/beverages must be able to provide a Level 1 Food Hygiene Certificate for the person responsible for the preparation and care of the food and beverages on the day of the event.

12. Conduct

- 12.1** Promotional staff must not attempt to solicit custom or in any way promote their organisation in any part of the University of Plymouth or UPSU, or attached land, other than the space which has been designated and defined by UPSU.
- 12.2** The distribution of alcohol in any form is not permitted, unless otherwise agreed in writing.
- 12.3** Promotional staff are responsible for the decoration and promotional material on their own stall and under no circumstances should stalls be moved from their assigned location.
- 12.4** All rubbish must be taken away with you at the end of the event. Please consider the environment and reduce the use of single-use products. Please recycle where possible. Anything left behind will be charged at a minimum of £50.
- 12.5** Stallholders' posters must not cover any union posters or displays or in any way interfere with emergency exit or any other emergency signage. Unauthorised posters or advertising will be removed.



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12.6 Stallholders may play music on their stall provided that this forms part of the agreed activity.

12.7 Stallholders must ensure that music or any other noise emanating from their stand is played at a reasonable level and does not cause annoyance to other stallholders and areas around the allocated space.

12.8 Stallholders must behave in a considerate and responsible manner, at all times, towards UPSU and University of Plymouth staff, members of the public and other stallholders. Failure to do so may result in expulsion from the premises. This extends to all persons acting on behalf of stallholders.

12.9 Stallholders will not be granted access to electric power, unless these facilities have been requested in advance and their provision confirmed.

12.10 Promotional staff must comply with reasonable requests from UPSU staff.

12.11 Stallholders who fail to return any items provided by UPSU or the University of Plymouth, will be charged for a replacement as new, as well as an administration charge of £25 for each item not returned.

12.12 UPSU, University of Plymouth, reserve the right to use photographic images and/or videos of any Media Sales activity.

13. Other

13.1 The promoter agreed to act in good faith with UPSU and associated parties.

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