

Freshers' Fair 2026 - Terms and Conditions

These Terms and Conditions apply in addition to UPSU's General Terms and Conditions (Media Sales & Sponsored Activity). In the event of any conflict between the two documents, these Freshers' Fair Terms and Conditions shall take precedence in relation to the Freshers' Fair.

"Stallholder" means the client (as defined in UPSU's General Terms and Conditions (Media Sales & Sponsored Activity)) who has booked a Freshers' Fair stall.

The requirements in Sections 8 (Health and Safety) and 9 (Conduct) of the UPSU General Terms and Conditions (Media Sales & Sponsored Activity) apply in full to all Freshers' Fair exhibitors and are supplemented by the provisions in this document.

1. Freshers' Fair Stalls

- 1.1** The company or organisation booking the stall (the stallholder) must name, in writing, an individual who will be responsible for the stall under these terms and conditions.
- 1.2** UPSU reserves the right to refuse admission to any stallholder who fails to comply with these Terms and Conditions and may take any other action deemed necessary to ensure compliance.
- 1.3** Stalls must not be sublet or shared without UPSU's prior written consent. Stallholders may only promote their own products or services and must comply with all applicable UPSU policies. UPSU reserves the right to remove prohibited products, services, or promotional activity and may cancel a stall without refund for any breach.
- 1.4** Stalls are not transferable. The content of a stall must not be substantially different from that indicated by the stall name on the original booking request form.
- 1.5** The Freshers Fair site includes the following locations: the SU Roof and the Rolle Marquee.
- 1.6** Stalls are allocated in advance. Any consideration of stall location is based on the type of stall booked and the time of booking. All stalls provide excellent marketing opportunities, and stall location is not grounds for cancellation. Stall location on the day of the event is non-negotiable.
- 1.7** Full details, including timings and unloading instructions, will be sent to you before the event.
- 1.8** Promotional activity, literature distribution and data collection must be conducted only from the stall space allocated by UPSU unless otherwise agreed in writing. Anyone found distributing promotional material or collecting data elsewhere on the premises will be asked to leave. Any collection of personal data from students or attendees is subject to Section 3 (Data Collection & GDPR Compliance).
- 1.9** Stallholders are responsible for the security of their stock, equipment and personal belongings at all times. UPSU accepts no liability for loss, theft or damage except where caused by UPSU's negligence.
- 1.10** Any damage caused by an exhibitor to backing boards, walls, ceilings or flooring, including related cleaning costs, will be recharged to the exhibitor.
- 1.11** Stallholders must ensure all promotional activity is appropriate for a student audience and does not exploit financial vulnerability, pressure attendees into making purchase, or otherwise conflict with the charitable objectives and values of UPSU.
- 1.12** Parking cannot be accommodated on site. Loading bays may be used to unload materials, but vehicles must be taken off the premises immediately afterwards.
- 1.13** Stallholders must leave their space clean and free from waste. UPSU reserves the right to charge a minimum £50 disposal fee for any items or waste left behind.

2. Freshers Leaflets & Samples

- 2.1 UPSU takes no responsibility for any samples or leaflets. You accept full responsibility for the quality and safety of any product inserted into a UPSU goody bag on your behalf.
- 2.2 The size and weight of any insert into a Freshers goody bag must be agreed with UPSU in advance.
- 2.3 Freshers' goody bag inserts must be delivered to UPSU by 1st September, unless otherwise agreed at the time of booking.
- 2.4 Inserts sent to UPSU must be clearly marked for the attention of the Business Development Coordinator and sent to: UPSU, Drake 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 remains chargeable if inserts are excluded from goody bags due to a delay caused by an incorrectly addressed delivery.

3. Data Collection & GDPR Compliance

Any stallholder that collects personal data from students or attendees at the Freshers Fair (for example via sign-up sheets, competition entries, QR codes, or scanning apps/devices) does so as an independent data controller, and is solely responsible for their own compliance with UK GDPR and the Data Protection Act 2018. UPSU is not a data controller or data processor in respect of any data collected by a stallholder, and clause 7 of UPSU's General Terms and Conditions (Media Sales & Sponsored Activity) governs only the data UPSU itself collects via the Media Sales Booking Form.

- 3.1 Before collecting any personal data, stallholders must clearly and prominently inform attendees of: the identity of the organisation collecting the data; the purpose(s) for which it will be used; whether it will be shared with any third party; and how attendees can exercise their data protection rights, including the right to withdraw consent.
- 3.2 Personal data may only be collected where a valid lawful basis, such as explicit consent, has been obtained. Consent must be freely given, specific and unambiguous, and must not be made a precondition of entry to any competition, prize draw or giveaway unless the data collected is strictly necessary to run it.
- 3.3 Data collected at the Freshers Fair must not be used for any purpose beyond that disclosed to the attendee at the point of collection, and must not be sold, shared or otherwise disclosed to any third party without the attendee's explicit consent.
- 3.4 Stallholders must take appropriate technical and organisational measures to keep any personal data secure, including ensuring that physical sign-up sheets, forms or devices are not left unattended or accessible to others, and that any digital storage is appropriately protected.
- 3.5 Stallholders must not retain personal data for longer than is necessary for the purpose for which it was collected, and must be able to respond to any request from an attendee to access, correct or delete their data.
- 3.6 UPSU reserves the right to request evidence of a stallholder's data protection compliance (such as a privacy notice or consent wording) in advance of, or during, the event, and to require a stallholder to stop collecting data immediately if UPSU has reasonable grounds to believe this section is being breached. A stallholder found, or reasonably suspected, to be in breach of this section may be asked to leave the event without refund, in accordance with UPSU's General Terms and Conditions (Media Sales & Sponsored Activity).
- 3.7 Stallholders remain responsible for reporting any personal data breach relating to data they have collected to the Information Commissioner's Office (ICO) and to affected individuals, where required by law. UPSU accepts no liability for any data protection breach caused by a stallholder.

4. Stallholder Conduct on the Day

This section covers conduct specific to running a stall on the day of the Freshers Fair. It applies in addition to, not instead of, the general conduct rules in Section 9 of UPSU's General Terms and Conditions (Media Sales & Sponsored Activity) (which cover matters such as alcohol, music, rubbish, electrical power and photography).

- 4.1** Stalls must be staffed at all times during the advertised opening hours of the Freshers Fair. Stalls must not be left unattended.
- 4.2** Stalls must not be dismantled, packed away, or have stock removed before the advertised close of the event, even if trade has been quiet.
- 4.3** Promotional staff must act professionally and courteously at all times. Staff must not use high-pressure sales tactics, physically block walkways or thoroughfares, or approach or intercept attendees who are queuing for or visiting a neighbouring stall.
- 4.4** Any costume, mascot, prop, sampling activity or promotional stunt must be agreed with UPSU in advance, and must comply with the UPSU Advertising and Sponsorship Policy and UPSU Safe Space Policy.
- 4.5** Stallholders must comply immediately with any reasonable instruction given on the day by UPSU staff or security personnel, including instructions relating to crowd management, fire safety or evacuation.
- 4.7** In the event that the Freshers Fair site, or any part of it, is evacuated, stallholders and their staff must leave promptly via the nearest fire exit, leaving stock, equipment and belongings behind if necessary, and must not attempt to remove or pack away items during an evacuation.
- 4.8** Any promotional staff under the age of 18 must be supervised at all times by an adult representative of the stallholder.
- 4.9** UPSU reserves the right to require the immediate removal from the event of any promotional staff member whose conduct is considered inappropriate by UPSU acting reasonably. The stallholder remains responsible for the conduct of all staff and representatives at their stall throughout the event.

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