

General Terms and Conditions

Freshers & General Media Sales — applies to all bookings, in addition to any event-specific terms (e.g. Freshers Fair, Accommodation Fair)

“Client” refers to the company, organisation, charity or individual making the booking and includes it’s employees, agents, contractors and representatives.

1. General

- 1.1 Confirmation of booking will be given on receipt of full payment, on the assumption that the booking requested is available. If a booking cannot be confirmed because the relevant activity is fully booked, UPSU will offer an alternative where possible.
- 1.2 UPSU reserves the right to refuse any distribution of material, or to decline to support any activity, that it deems unsuitable. This includes, but is not limited to, material that contravenes UPSU's Advertising & Sponsorship Policy. UPSU's decision is final.
- 1.3 Approval of the content of promotional material and advertising must be requested from UPSU in advance of the activity. UPSU reserves the right to remove material and terminate any agreement immediately if the content of the booked media is 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@su.plymouth.ac.uk with at least 7 working days notice prior to the event.
- 1.5 Clients may only promote their own products or services. If a client promotes a third party, UPSU reserves the right to terminate the relevant activity in accordance with the cancellation policy at clause 3.
- 1.6 If material for booked advertising is deemed unsuitable for distribution, no refund will be given.
- 1.7 UPSU takes no responsibility for the content of any advertisement or promotion, and will not be held liable for any transaction completed as a result of a promotion or advertisement placed with UPSU.

2. 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 clients must ensure that any outstanding debts owed to UPSU from previous business are cleared. This 7 day payment deadline applies consistently across all bookings. If payment is not received 7 days prior to the planned activity, UPSU reserves the right to cancel the booking. UPSU accepts no responsibility for any costs incurred by a client that fails to meet the payment date.
- 2.2 In exceptional circumstances, UPSU may, at its discretion, agree to accept payment after the event or activity has taken place. Any such arrangement must be agreed with UPSU in writing in advance, and remains subject to UPSU's right to withhold or cancel the booking under clause 2.1 if no such agreement is reached.
- 2.3 Payments should be made by BACS transfer to the bank account nominated by University of Plymouth Students' Union. Bank details will be provided on the invoice or upon request. Any remittance advice or correspondence regarding payment should be sent to su.finance@su.plymouth.ac.uk
- 2.4 All quoted prices exclude VAT, which is applicable to all promotional activity at the prevailing rate.
- 2.5 All bookings are subject to availability and to acceptance of these Terms & Conditions.
- 2.6 UPSU reserves the right to require any unauthorised promotion to cease immediately and may remove the responsible parties from UPSU and/or University of Plymouth property.

3. Cancellation

- 3.1 All cancellations must be made in writing to sales@su.plymouth.ac.uk. A cancellation will be deemed effective from the date it is received by UPSU.
- 3.2 The following cancellation charges shall apply:
- More than 10 calendar days before the event, publication date, or booked activity: **no charge**
 - Between 7 – 10 calendar days (inclusive) before the event, publication date, or booked activity: **50% of the agreed fee**
 - Fewer than 7 calendar days before the event, publication date, or booked activity: **100% of the agreed fee.**
- 3.3 No refund, credit, or reduction in fees will be provided based on event attendance levels, footfall, engagement, sales performance, lead generation, or any other commercial outcome.
- 3.4 If a client fails to attend an event or fails to occupy their allocated stall space, the booking will be treated as a cancellation and the full booking fee will remain payable.

4. Liability

- 4.1 If, for any reason, UPSU cancels all or part of a publication or is unable to perform its obligations under this agreement, UPSU's liability is limited to refunding any payments made by the client under this agreement.
- 4.2 UPSU accepts no liability in relation to attendance figures for any event, or for any other promotional activity booked with UPSU.
- 4.3 UPSU shall not be liable for any indirect or consequential loss arising from the postponement, relocation, curtailment or cancellation of an event due to adverse weather, health and safety concerns, venue restrictions or circumstances beyond UPSU's reasonable control.

5. Advertising Approval & Media Pack Periods

- 5.1 All advertising is subject to approval by UPSU. All content must be proofread by UPSU before being sent to print, delivered, or uploaded to UPSU's website, social media or digital screens. Content should be sent to sales@su.plymouth.ac.uk. UPSU reserves the right to require changes to content that does not meet the standards of the UPSU Advertising & Sponsorship Policy.
- 5.2 UPSU's Freshers Media Pack pricing applies from 1 July to the end of the second week of October each year. UPSU's General Media Pack pricing applies from the third week of October to 30th June each year.
- 5.3 UPSU is not responsible for damage to table vinyls or posters placed within its venues. Once booked, these will be positioned as agreed, but are placed at the client's risk. If damage means an item must be removed early to avoid presenting a negative appearance within the SU Building, any replacement cost is payable by the client, not UPSU. Queries should be addressed to the Business Development Coordinator at sales@su.plymouth.ac.uk, or by post to UPSU, Drakes Circus, Plymouth, PL4 8AA.

6. Social Media Advertising

- 6.1 UPSU reserves the right to require clients who book social media posts to amend content that does not align with UPSU's Advertising & Sponsorship Policy.
- 6.2 Where UPSU deems it necessary, it may remove any social media post from its platforms to protect UPSU's reputation, and will consult with the client concerned.

7. Data Protection

- 7.1 By completing a Media Sales Booking Form, you give UPSU explicit permission to use your details to make arrangements for the stated Media Sales booking, and to remain in contact with you regarding Media Sales on the basis of legitimate interest.
- 7.2 UPSU will hold this information for six years, as required for auditing purposes.
- 7.3 You can find out what data UPSU holds, how it is managed, your rights, and how to make a complaint, by referring to the UPSU Data Protection and Information Security Policy.
- 7.4 Any client collecting personal data through a UPSU promotional activity acts as an independent data controller and is solely responsible for complying with applicable data protection legislation, including UK GDPR and the Data Protection Act 2018.

8. Health and Safety

- 8.1 All stalls and activities are undertaken at the risk of the client, who also has a duty to respect the safety of others in the vicinity.
- 8.2 The client shall be responsible for any loss or damage caused by its negligence, acts or omissions, or those of its representatives.
- 8.3 In line with Health and Safety Regulations, a designated member of UPSU staff may carry out a Safety Inspection before the exhibition or display area is made accessible to the public. Stalls should be set up in good time before the event opens to facilitate this.
- 8.4 The client must not obstruct access to fire exits or firefighting equipment.
- 8.5 The client must comply with any Health & Safety instructions issued by UPSU.
- 8.6 Any food items given out as part of a stall must be declared ahead of the event, with an allergen matrix available on the day. If items are not pre-packaged, a staff member holding a Level 1 Food Hygiene Certificate must be present to distribute. UPSU reserve the right to request sight of the allergen matrix and certification of Food Hygiene training at any point during the event. Failure to produce this may result in permission for food distribution to be withdrawn.
- 8.7 Clients wishing to bring electrical equipment on site must seek prior approval from the event organiser and ensure each item has been PAT tested (Portable Appliance Tested) by a qualified electrician within 12 months before the event.
- 8.8 UPSU reserves the right to refuse the use of any electrical equipment that does not display a valid PAT test sticker or certificate.
- 8.9 Where RAMS/Risk Assessment forms are supplied, they must be completed and returned before the event begins. If a completed form is not received in time, a client may be prevented from setting up until an assessment has been completed.
- 8.10 In line with the retained EU Food Information for Consumers Regulation, any stall giving away food or beverages must provide allergen information, either on a label for pre-packaged items or on an information sheet for prepared food and drink.
- 8.11 Any client wishing to give away non-prepacked or prepared food or beverages must provide a Level 1 Food Hygiene Certificate for the person responsible for preparing and handling it on the day.

9. Conduct

- 9.1 Promotional staff must not solicit custom or otherwise promote their organisation anywhere on University of Plymouth or UPSU premises, or attached land, other than the space designated by UPSU.
- 9.2 The distribution of alcohol in any form is not permitted, unless otherwise agreed in writing.
- 9.3 Promotional staff are responsible for the decoration and promotional material on their own stall. Stalls must not be moved from their assigned location under any circumstances.

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- 9.4** All rubbish and promotional material must be taken away at the end of the event. Please consider the environment, reduce the use of single-use products, and recycle where possible. Any items or waste left behind will result in a minimum charge of £50 to cover disposal and associated costs.
- 9.5** Client posters must not cover any union posters or displays, or interfere in any way with emergency exit routes or emergency signage. Unauthorised posters or advertising, including but not limited to unattended flyers and business cards, will be removed and disposed of.
- 9.6** Clients may play music at their stall, provided this forms part of the agreed activity, and any music or noise is kept at a reasonable level so as not to cause annoyance to other clients or surrounding areas. UPSU reserve the right to withdraw this permission if noise is not kept to a reasonable level, complaints are received, or the experience of visitors is being negatively impacted.
- 9.7** Clients must behave in a considerate and responsible manner at all times towards UPSU and University of Plymouth staff, students and visitors, members of the public, and other clients. Failure to do so may result in expulsion from the premises. This extends to all persons acting on behalf of the client.
- 9.8** Clients will not be granted access to electrical power unless this has been requested in advance and its provision confirmed.
- 9.9** Promotional staff must comply with reasonable requests from UPSU staff.
- 9.10** Clients who fail to return any item provided by UPSU or the University of Plymouth will be charged for its replacement as new, plus an administration charge of £25 per item not returned.
- 9.11** UPSU reserve the right to use photographic images and/or video of any Media Sales activity.

10. Other

- 10.1** The promoter agrees to act in good faith towards UPSU and associated parties.

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