

## SUBU Marketing Booking Terms and Conditions

Please note: There are additional terms & conditions numbered 18 to 48 to read and sign if you are booking a promotional stand on campus.

These follow on from marketing the terms & conditions 1 to 17 below.

1. In these conditions:-
  - 1.1 "SUBU" means "Students' Union at Bournemouth University".
  - 1.2 "the Advertiser" means the person placing with SUBU the order for the insertion of an advertisement.
  - 1.3 the "Media Rate Card" means the rate card in effect at that time and may include its scale of advertisement rates, technical specifications, copy deadlines, setting styles and standard conditions.
2. SUBU agrees to deliver to the best of its ability all activities described in the marketing pack/agreement.
3. No advertising activity will take place unless accompanied by a properly completed booking form and signed terms & conditions.
4. The agreement shall be calculated in accordance with the media rate card. SUBU shall have the right to change its media rate card at any time.
5. SUBU requires full payment in advance as per the agreement before any marketing activity can commence.
6. All prices discussed in the marketing agreement are subject to VAT at 20%.
7. If the client wishes to cancel a marketing agreement then this must be made in writing to [susales@bournemouth.ac.uk](mailto:susales@bournemouth.ac.uk), no less than 30 days prior to the first date of the first action of the campaign. If a cancellation is made less than 30 days before activity then SUBU will charge a cancellation fee at a proportion of the cost of the marketing agreement total fee as follows:
  - Cancelation with more than 30 days' notice - 80% of full booking fee is refundable
  - Cancelation with less than 30 days' notice – Full booking fees is still payable
  - If an agreed sum remains unpaid then SUBU reserves the right to cancel all further marketing activity and pursue for 100% payment. Debtors will be subject to full legal proceedings for the recovery of any debt.
8. SUBU has the right at its discretion to:-
  - 9.1 decline to publish or to omit, suspend or change the position of any advertisement otherwise accepted for insertion;
  - 9.2 refuse or require the amendment of any artwork materials and copy for or relating to an advertisement.
9. If an agreed media activity becomes unavailable, due to conditions beyond the control of SUBU, then SUBU will endeavour to provide alternative media options to the same value, subject to the approval of the advertiser.
10. SUBU reserves the right to re-sell booked media space in the event of: **(i)** no payment being made by client to SUBU or **(ii)** the necessary artwork or promotional materials remaining undelivered to SUBU at the deadline for the campaign.
11. SUBU requires all necessary artwork files and promotional material delivered according to agreed deadline dates. SUBU will not be held accountable for agreed activity not being implemented should artwork or materials not be delivered on time.
12. It is the responsibility of the Advertiser to check the accuracy of the advertisement.

### STUDENTS' UNION AT BOURNEMOUTH UNIVERSITY

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13. The Advertiser warrants that:-
- 13.1 the reproduction and/or publication of the advertisement by SUBU as originally submitted will not breach any contract or infringe or violate any copyright trademark or any other personal or proprietary right of any person or render SUBU liable to any proceedings whatsoever;
  - 13.2 any information supplied in connection with the advertisement is accurate and complete;
  - 13.3 in respect of any advertisement submitted for publication which contains the name or pictorial representation, any part or any copy by which any living person is or can be identified, the Advertiser has obtained the authority of such living person to make use of such a name, representation and/or copy;
  - 13.4 the advertisement complies with the requirements of all relevant legislation for the time being in force or applicable with the UK;
  - 13.5 all advertising copy submitted is legal, decent, honest and truthful and complies with the British Code of Advertising Practice and all other relevant codes under the supervision of the Advertising Standards Authority.
14. We cannot store any promotional materials at SUBU offices or Talbot Campus. SUBU cannot accept responsibility for any materials that are left unattended. Materials left onsite after agreed activity dates have expired will be immediately disposed of & subject to a £200 charge.
15. Third party promotion (promoting any other product or service other than that agreed) is strictly prohibited. Undertaking this activity will result in the marketing activity being cancelled.
16. The Advertiser will fully and completely indemnify and keep indemnified SUBU against all claims, demands, proceedings, losses, damages, costs, expenses and liability arising out of any breach or non-performance of any representations, warranties or other terms contained in these conditions or implied by law.
17. In order to comply with the General Data Protection Regulation (GDPR), please only use any personal information obtained solely for its stated purpose. It may not be passed on to any third party. It is the clients'/advertiser responsibility to make sure any data collection or subsequent use complies with the GDPR. Information and details available on the UK Government website [www.gov.uk/government/publications/guide-to-the-general-data-protection-regulation](http://www.gov.uk/government/publications/guide-to-the-general-data-protection-regulation).

### GDPR Statement

The Students' Union at Bournemouth University (SUBU) take your privacy seriously & will only use your personal information to administer your account & to provide the products & services you have requested in this booking form.

However, from time to time SUBU would like to contact you with details of other marketing opportunities, events, sponsorship or competitions we provide. If you consent to SUBU contacting you for this purpose, please tick to say how you would like us to contact you:  
You may tick more than one option.

Post     Email     Telephone     Facebook

### Declaration

I declare that to the best of my knowledge and belief, the answers given within this application are true. I will pay the above agreed marketing fee and comply with The Students' Union at Bournemouth University terms and conditions set out in this booking form.

**Print Name:** \_\_\_\_\_ **Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

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## **Terms & Conditions Continued - Booking a Promotional Stand on Campus**

- 18 Client to complete and return SUBU booking form, attaching a method statement, risk assessment covering set up and activity on the day, copy of Public Liability insurance to value of £5,000,000 and detailed dimensions of area required for the marketing activity.
- 19 The promotional space booking is valid for the day and time indicated on your booking form
- 20 The client to provide contact details for the team arriving and setting up on the day.
- 21 The client can arrive from 8am for a 9am to 5pm booking and clear campus by 5.30pm unless otherwise agreed.
- 22 An arrival time and contact of driver to be confirmed with SUBU representative before arrival. The client to also be given the SUBU representative number to call on arrival when parked up in the agreed meeting point.
- 23 The driver must be aware under no circumstances to drive into pedestrian areas or event location until the vehicle has been checked by SUBU or BU representative. If in any doubt of vehicle condition a check will require the vehicle to be left running in position, in the coach bay at rear of Student Centre for five minutes then move away to check for any leakage marks or stains. Then you will be escorted on to the campus courtyard.
- 24 SUBU or BU representative to escort the vehicle into the agreed location using a banks person to walk in front of vehicle in pedestrian areas.
- 25 The vehicle should not damage, in any way, BU property, either by entry or exit or whilst in position for activation.
- 26 Drip trays must be put under vehicles
- 27 Should the vehicle cause a spillage of any type e.g. oil, petrol or other material Poole House Reception for Talbot campus or the relevant reception at the Lansdowne campus must be notified immediately
- 28 Any stains or marks left by the promotion vehicle will be subject to a cleaning charge which will be charged to the client and is non-negotiable.
- 29 The vehicle is prohibited to enter or leave site until supervised by a SUBU or BU representative who is organising the event.
- 30 The agreed route for entry to the Talbot Courtyard is via Kimmeridge House and no vehicles are permitted entry via any other route. Other routes are designated pedestrian walkways and not necessarily built to support vehicle weight and/or dimensions. Any deviation from this may result in costs being incurred for replacement paving and will be charged to the client and is non-negotiable
- 31 Vehicles being brought into the Talbot Courtyard area must be parked so that they do not impede access by emergency vehicles to University buildings
- 32 Food hygiene certificates must be in place and standards must be adhered to - any issues are entirely the responsibility of the client exhibiting.
- 33 Where music is played by visiting vehicles volume levels must be considered in light of the close proximity of teaching spaces. If the music results in a complaint from teaching staff the visitor may be required to reduce the volume or turn off the music altogether.
- 34 All catering/event activity waste is to be removed from site and disposed of environmentally by the caterer, not in BU bins. If additional bins are required for waste created by consumption of food, these are to be provided /arranged by the host department. It is a requirement that the caterer will have the necessary waste licences in place to support this activity.
- 35 Any excess materials left on site after the event is subject to disposal fee of £200 plus VAT.
- 36 Deliveries before the actual day of the event will not be accepted, unless agreed in writing with SUBU or BU.
- 37 The Students' Union will allocate the client an event space prior to your arrival, in agreement with the BU Estates & BU Events Team, and unless agree must not be deviated from.

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- 38 Bookings will not be guaranteed until the marketing activity has been paid in full.
- 39 From the date you book a promotional event space a standard 10 day cooling off period applies where a full refund of booking fee is eligible if you chose to cancel.
- 40 All areas of the promotion table must remain alcohol free and non-smoking at all times.
- 41 SUBU encourage that only one parking space to be used per exhibitor, and can be reserved with prior notification to the SUBU Sales & Marketing Executive
- 42 The clients own electrical equipment that is brought into the University must be fully tested and marked in accordance with the electrical testing regulations. Any equipment that requires an exceptionally high or three-phase power supply will not normally be allowed. The University reserves the right to check any exhibitor's electrical equipment and to refuse its use if deemed unsuitable or unsafe.
- 43 The client, individuals and/or companies may only use their table to exhibit their own products or services and not those of any third party. The Students' Union reserves the right to remove from display any exhibitor's material if deemed as unsuitable.
- 44 Distribution of marketing or promotional material is restricted to the exhibitors designated area, unless authorised by a SUBU representative prior or during the event.
- 45 No exhibitor may take or receive any monies whether by cheque, cash or credit card unless previously arranged with SUBU.
- 46 Please ensure your area is secure at all times. SUBU will not be held responsible for stolen/damaged property.
- 47 If, for any reason, SUBU cancels all or any part of the promotional table day, their liability shall be limited to the refund of any payments made by the client to SUBU.
- 48 SUBU reserves the right to ask the client to leave the premises if they are found in breach of these terms and conditions and may be prevented from attending future events at SUBU & Bournemouth University.

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**Print Name:** \_\_\_\_\_ **Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**This form and enclosures should be sent to Andy Elsey SUBU Sales & Marketing Executive via Post:** Students' Union at Bournemouth University, The Student Centre, Talbot Campus, Poole BH12 5BB or emailed [aelsey@bournemouth.ac.uk](mailto:aelsey@bournemouth.ac.uk) –Thank you.

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