

## Union of UEA Students Advertising Terms and Conditions

### 1. 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 this Agreement (provided that nothing contained in this Agreement shall operate to exclude any liability for fraudulent misrepresentation).

### 2. 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, by the Advertiser's agent, or by The Union. "Artwork" or "Copy" refers to the content of advertisements provided by The Advertiser for display by The Union. "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" means Union of UEA Students and trading subsidiary SUS EA LTD.

### 3. 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 or, where The Advertiser is an agent, provided by The Advertiser's Client.

### 4. CANCELLATION POLICY

All cancellations must be made in writing to The Union. In addition to any statutory rights Advertisers/ and Clients may have in relation to cancelling their order(s), Advertisers may cancel all or part of their order by giving notice in writing to The Union. The Union must receive the relevant cancellation notice before the Campaign Start Date, or within 14 days of the date of the order, whichever is earlier. The following charges apply to cancellations: a) 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; b) Where The Advertiser cancels the order more than 30 days before the Campaign Start Date, no fees will be payable by The Advertiser, unless that booking related to the Freshers' Fayre, in which case a fee of 25% of the value of the order is payable. Advertisers which cancel part of an order no longer qualify for any discounts which were provided on the basis of The Advertiser booking a campaign involving more than one Promotional Activity. In these circumstances The Union will adjust the cost of any remaining Promotional Activity to reflect the advertised (Rate Card) cost of that activity. Where applicable, refunds will be made by The Union within 60 days of the Campaign Start Date. By accepting the terms and conditions of this contract, we are unable to refund any face to face marketing event stalls unless the full event has been cancelled between both parties 48 hours before the planned event date. Any other types of cancellations or in the matter of leaving the site early, will not result in any consequences of the Students Union, no refund will be available.

### 5. 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 this Agreement to the contrary, The Union's Intellectual Property Rights shall be transferred or affected in any way by this Agreement and no party shall acquire any right in relation thereto. The Advertiser will use its reasonable endeavours to ensure that advertisements or other forms of Promotional Activity 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 or by The Client as a result of the Promotional Activity booked by The Advertiser under the terms of this Agreement.

### 6. CONFIDENTIALITY

Each party will treat all Confidential Information as strictly confidential and (a) will take all proper steps to prevent its use or disclosure; (b) will not itself make use of any Confidential Information for a purpose other than the performance of its obligations under this Agreement; and (c) will not disclose Confidential Information to any person (other than in accordance with Paragraph 3.2.). Each party may disclose Confidential Information where such disclosure would otherwise be prohibited by this paragraph if and to the extent: (a) required by law; or (b) 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; or (c) the information was or becomes in the public domain (other than by reason of a breach of this paragraph by that party)

### 7. BILLING & COSTS

Union of UEA Students 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 of UEA Students shall be payable within 30 days of the date of issue of the invoice, or 24 hours prior to the event, whichever is sooner. 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 judgement) at the rate of eight percent per annum above the base rate from time to time of The Royal Bank of England plus further compensation as set out in The Late Payment of Commercial Debts (Interest) Act 1998. Such interest shall accrue on a daily basis and be compounded quarterly. 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.

### 8. SUBCONTRACTING

Union of UEA Students may engage a subcontractor or agent to perform any of their obligations under this Agreement.

### 9. 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) 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 b) 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.

### 10. 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. The Students' Union may also immediately terminate this Agreement should The Advertiser bring the Students' Union into disrepute through actions of The Advertiser's company, directors, employees or engaged third parties. For the benefit of doubt, disrepute is defined as the state of being held in low esteem by the public - if the Union receives 3 or more formal written letters of complaint over the particular conduct of the Advertiser or its associates from Union members or the University, it shall be deemed that the Advertiser has brought the Union into disrepute and the Union may immediately terminate the contract. Either party may terminate this Agreement with immediate effect at any time by giving written notice to the other party if such other party: (a) 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 (b) Passes a resolution for winding up (other than for the purpose of a bona fide scheme of solvent reorganisation) or a court order is made for its winding up; or (c) Makes any voluntary arrangement or composition with its creditors or applies to a court for protection from its creditors; or (d) Has an administration order made in relation to it; or (e) Ceases, or threatens to cease, to carry on business; or (f) 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: (g) Makes any voluntary arrangement or composition with its creditors; or (h) Has a bankruptcy order made against him; or (i) 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.

### 11. 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.

### 12. MISCELLANEOUS

In the event that for any reason the Union of UEA Students 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 attributed to Advertising or benefits not already received by The Advertiser. 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 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. 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. 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.

Please refer to the terms and conditions on subsequent pages, which also form part of this agreement