

## **SU Network Terms and Conditions**

These terms and conditions are bound in conjunction with the terms and conditions of the relevant Students' Union partner.

### **1. Freshers/ReFreshers Fairs & Promotional Stalls**

#### **1.1 General**

- 1.1.1 The company or organisation booking the stall (the stallholder) shall name, in writing, an individual who shall be responsible for the stall under these terms and conditions.
- 1.1.2 A stall refers to a space booked through SU Network in relation to any Freshers/ReFreshers Fair or promotional stall.
- 1.1.3 SU Network reserves the right to refuse admission to any stallholders who fail to abide by these terms and conditions, or to take action to ensure compliance.
- 1.1.4 All confirmed bookings will receive confirmation and additional information in due course prior to the event.
- 1.1.5 All reservations are made subject to The Union's Equal Opportunities Policy being observed.
- 1.1.6 Unless otherwise agreed in writing, full payment must be made at least 7 days prior to the commencement of the event / activation date and stallholders must ensure that any outstanding debts owed to SU Network as a result of previous business are cleared. If payment is not received 7 days prior to the date of any planned activity, SU Network reserves the right to cancel any booking made. SU Network or the Students' Union will not accept responsibility for any costs borne by any company or organisation who has failed to meet the payment deadline.
- 1.1.7 Any cancellation for stalls must be made in writing to SU Network and may incur a fee, valued at 25% of the stall fee. Cancellations made between 8-14 days prior to the event will incur a 50% fee of the stall, and any cancellation made within 7 days of the event will incur full (100%) stall fee. Any cancellation not adhering to these conditions will result in full stall fee.
- 1.1.8 Stalls may not be sublet unless previously agreed in writing with SU Network. Organisations may only advertise their own products or services. SU Network must be informed, in writing, if the organisation wishes to promote the interests of another company on their own stall. Permission, if granted, will be given in writing and must be displayed on the stall. Stallholders should note that SU Network / our Students' Union partners policies 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.
- 1.1.9 All stalls are taken at the risk of the stallholder who also has a duty to respect the safety of others within the vicinity. Further information on health and safety are outlined below.
- 1.1.10 Stalls are not transferable. The content of a stall must not be substantially different to that indicated by the name of the stall on the original booking request form.
- 1.1.11 The stallholder agrees to indemnify SU Network / the Students' Union partner against any damage to SU Network / the Students' Union partners' property or the property of third parties.
- 1.1.12 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, along with any requests made via the booking form. All stalls provide excellent marketing opportunities and a stall location shall not be cause for cancellation.
- 1.1.13 Unauthorised promotion at any SU Network events, or at Students' Union partner campuses is forbidden. An invoice will be issued to the promoter (stallholder) at full price and have them removed from the premises. Permission must be confirmed by a member of SU Network.
- 1.1.14 SU Network reserves the right to remove any promotional material in line with veto policy, and/or any promotional material deemed to cause reputational damage.

#### **1.2 Health & Safety**

- 1.2.1 In line with Health and Safety Regulations, prior to the exhibition/display area being made accessible to delegates and the general public, the event organisers 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.
- 1.2.2 The stallholder must not obstruct access to fire exits or fire fighting equipment.

- 1.2.3 The stallholder must not endanger the safety of any staff, students or any other person(s).
- 1.2.4 The stallholder must comply with any Health & Safety instruction issued by SU Network or staff of the relevant Students' Union partner.
- 1.2.5 The stallholder must not move the stall from the designated space provided.
- 1.2.6 Stallholders wishing to bring electrical equipment on site must ensure that each piece of equipment has been tested for safety by a qualified electrician prior to operating the said equipment, and must indicate their request for power to SU Network on the booking form.
- 1.2.7 SU Network, or the relevant Students' Union partner, reserve the right to have any electrical equipment, brought on site by third parties, tested for safety by a qualified electrician before said equipment can be operated. Any costs associated with such tests are to be met by the stallholder.
- 1.2.8 Risk Assessment forms must be completed and a valid PLI certificate must be 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.
- 1.2.9 Any stallholder wishing to have any type of pressurised cylinder on their stall must ensure that this is secured appropriately and to the satisfaction of the University Safety Officer. If asked, stallholders must remove any cylinder immediately.

### **1.3 Conduct**

- 1.3.1 Stallholders are only permitted to flyer in the vicinity of the event taking place, where prior permission has been agreed with a member of the SU Network team.
- 1.3.2 Stallholders must not attempt to solicit custom or in any way promote their organisation in any part of the campus or attached land other than from the stall to which they have been allocated.
- 1.3.3 The distribution of alcohol in any form is not permitted.
- 1.3.4 Stallholders are responsible for the decoration and promotional material on their own stall and under no circumstances should stalls be moved from their assigned location.
- 1.3.5.1 Stallholders are responsible for clearing up their stall, the removal of all cardboard and all rubbish in, on, or around it.
- 1.3.5.2 SU Network reserves the right to dispose of any material left on site by the stallholder following the end of the event.
- 1.3.6 Stallholder posters must not cover any posters or displays or in any way interfere with emergency exit or any other emergency signage. Unauthorised posters or advertising will be removed.
- 1.3.7 Stallholders may play music on their stall provided that prior permission is granted, in writing, by SU Network.
- 1.3.8 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 surrounding areas. If asked by any team member to turn the music level down, the stallholder must comply immediately.
- 1.3.9 Stallholders must keep their stalls, displays and activities within the space allocated to their stalls.
- 1.3.10 Stallholders must behave in a considerate and responsible manner, at all times, towards students, 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.

### **1.4 Cancellation**

- 1.4.1 Any cancellation for stalls must be made in writing to SU Network and will incur a minimum 25% of the stall fee in cancellation. Cancellations made between 8-14 days prior to the event will incur a 50% fee of the stall, and any cancellation made within 7 days of the event will incur full (100%) stall fee. Any cancellation not adhering to these conditions will result in full stall fee.

### **1.5 Other**

- 1.5.1 SU Network and its Students' Union partners reserve the right to use photographic images and/or the clients name for promotional purposes within marketing publications.

## **2. Advertising standards & digital media**

- 2.1.1 The Copy that you provide must be accurate, approved, legal, decent, honest and truthful and it must meet the standards set out by the Advertising Standards Authority. You must own or have authority to use any trade name, trademark, British Standard Mark or other quality assurance mark, logo or other material displayed in the Copy. SU Network shall not be held responsible if any of the aforementioned are used by you without authority. You must own the copyright in the Copy and the Copy must not infringe the copyright that any third party has in the Copy. You must be authorised to use any logo or name of any trade association that you use in the Copy.
- 2.1.2 SU Network reserves the right to refuse unsuitable material if it is deemed to cause offence or does not align with the values of our SU partners
- 2.1.3 We will not be liable for any disruption or delay in producing or distributing the Campaign, or for failing to perform our duties under this Agreement if the failure is caused by circumstances beyond our control.  
The buyer (or Advertiser, as applicable) is owner or licensee of all intellectual property rights in the Advertiser materials
- 2.1.4 SU Network will not make any material alterations to the Advertiser materials without prior consent of the Buyer
- 2.1.5 All advertisements or other publicity as detailed must be ordered in writing or via the online booking form.
- 2.1.6 Acceptance of all advertising and publicity is subject to availability and suitability.
- 2.1.7 Any publicity or advertising submitted to SU Network must not contain any defamatory, fraudulent, misleading or false statements.
- 2.1.8 In respect of any website advertising, any websites that appear through a linked advert on any websites owned and operated by our SU Partners shall remain the concern of the advertiser/promoter. SU Network will not be held responsible for the maintenance, content and technical upkeep of any such linked websites. By agreeing to host advertising on its web platforms does not grant advertisers the authority to demonstrate direct or tacit support of our SU partners for their products/services. As with all publicity, any direct links must not include any promotional material, which would contradict any or all of points as detailed above.
- 2.1.9 In certain circumstances SU Network can design artwork on behalf of the advertiser/promoter – please contact us for more details. All artwork designed by SU Network will remain the property of SU Network unless express permission for the use of such material has been granted, in writing, to the advertiser/promoter via the Head of Partnerships or the delegated representative. SU Network will make a charge for the design of any artwork produced for, or on behalf of, the advertiser/promoter depending on the type of artwork/amount of work involved.
- 2.1.10 You grant us a licence to use any intellectual property rights which arise from the Services, which you have supplied to us, to the extent required by us to carry on our ordinary business. That licence is non-exclusive, worldwide, perpetual and royalty-free.
- 2.1.11 Supplier shall not seek to acquire by this Agreement or any activity under it, or otherwise, nor represent in any way that it is entitled to any Intellectual Property belonging to SU Network or any of its Clients or associates which shall remain the sole property of that party or its associates respectively.

### **3. Payment – applicable to all activity**

- 3.1.1 All quoted prices are excluding VAT which is applicable to all promotional activity at the prevailing rate.
- 3.1.2 All bookings are subject to availability and acceptance of SU Network's Terms & Conditions.
- 3.1.3 Unless specified otherwise, details of payment requirements are specific to each promotional activity, form of media, pre-negotiated contract or publicity contract. Any advertiser/promoter wishing to undertake any of the opportunities made available by SU Network, must complete an official Booking Form which is available from SU Network on request. If the advertiser/promoter is uncertain of any part of these Terms and Conditions they must contact SU Network before signing any contract or booking form, as SU Network must accept these as binding contracts.
- 3.1.4 Formal sales quotes can be issued by a member of the SU Network team if requested.
- 3.1.5 Formal invoices will be issued as soon as is appropriate to each form of promotion and payment must be received in full prior to any marketing taking place.
- 3.1.6 Any unauthorised promotion by any of the formats outlined above or otherwise will result in such parties being immediately removed.
- 3.1.7 SU Network reserves the right to charge interest on overdue invoices at a rate of 4% above the base rate per annum

### **4. Liability & Indemnity**

- 4.1.1 Neither party shall be liable to the other in this Agreement in contract, tort, (including negligence and breach of statutory duty) or otherwise for any indirect, special or consequential loss (whether or not reasonably foreseeable and even if it had been advised of the other incurring the same).
- 4.1.2 Nothing in this Agreement shall exclude or restrict a party's liability for death or personal injury arising out of fraud of fraudulent misrepresentation, or for any other liability which cannot be excluded or limited by law.
- 4.2.1 The Supplier shall indemnify the Customer against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other reasonable professional costs and expenses) suffered or incurred by the Customer arising out of or in connection with:
  - 4.2.2 any claim made against the Customer for actual or alleged infringement of a third party's Intellectual Property Rights arising out of, or in connection with the use or supply of the products of the Services (including the Deliverables); and
  - 4.2.3 claim made against the Customer by a third party arising out of, or in connection with, the provision of the Services or the Deliverables, to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of this Agreement by the Supplier, its employees, agents or subcontractors.

### **5. GDPR & data compliance**

- 5.1.1 All data is processed and stored securely to ensure we are GDPR compliant. For more information, please visit <https://ksu.co.uk/privacy>.

SU Network is a subsidiary wholly owned by Kent Union Trading Limited (KUTL). Company number: **06795479**

For clarification of any part of SU Network's Term & Conditions or if you would like further information regarding any aspect of SU Network Advertising Opportunities, please contact: SU Network.

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