

STUDENTS' UNION AT BOURNEMOUTH UNIVERSITY

Marketing Activity Booking.

Terms & Conditions - General Marketing Channel Booking

These terms & conditions apply to all marketing activity booked with the SUBU sales team or by any other agent acting on behalf of a client.



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 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, 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.

STUDENTS' UNION AT BOURNEMOUTH UNIVERSITY

The Student Centre, Talbot Campus, Fern Barrow, Poole, Dorset BH12 5BB T: 01202-961461

W: www.subu.org.uk E: subu@bournemouth.ac.uk

 @sububournemouth  /sububournemouth

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12. It is the responsibility of the Advertiser to check the accuracy of the advertisement.
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.

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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