

Advertising & Promotional Terms and Conditions



1. Freshers/ReFreshers Fayre & 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 booked space being made available in the Atrium area of the Andrew Miller Building at the University of Stirling (Freshers/Refreshers) or for a stall in the Students' Union or other designated area on campus at the University of Stirling on an agreed date(s).

1.1.3 The University of Stirling Students' Union (The Union) reserves the right to refuse admission to the booked fayre area and/or Students' Union 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. This is available to view at www.stirlingstudentsunion.com

1.1.6 Unless otherwise agreed in writing, full payment **must** be made at least 7 days prior to the commencement of the event and stallholders must ensure that any outstanding debts owed to The Union as a result of previous business are cleared. **If payment is not received 7 days prior to the date of any planned activity, The Union reserves the right to cancel any booking made. The 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 Stalls may not be sublet unless previously agreed in writing with the Union's Communications, Marketing & Events Co-Ordinator. Organisations may only advertise their own products or services. The Union's Communications, Marketing & Events Co-Ordinator 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. Stall holders should note that Union policy may bar the use 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.

1.1.8 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.

1.1.9 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.

1.1.10 The stallholder agrees to indemnify The Union against any damage to University of Stirling property or the property of third parties.

1.1.11 Stallholders will normally be granted access to set up from a designated time given upon booking, and shall be allowed to remain there until the designated time on each and every day a stall is booked, unless specific arrangements to the contrary are agreed beforehand in writing with the Union's Communications, Marketing & Events Co-Ordinator.

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. All stalls provide excellent marketing opportunities and a stall location shall not be cause for cancellation (information on cancellation is listed in 1.4).

1.1.13 The use of plastic bags to distribute any promotional materials via a stall or event, is not permitted. Any stallholder distributing plastic bags will be advised to cease distribution. Continued distribution of plastic bags may result in removal from an event without refund and exclusion from future activity.

1.2 Health & Safety

1.2.1 In line with Health and Safety Regulations, the University Safety Officer, prior to the exhibition/display area being made accessible to delegates and the general public, 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 Union staff, University of Stirling staff, students or any other person(s).

1.2.4 The stallholder must comply with any Health & Safety instruction issued by the Union or University of Stirling staff including all new guidance on social/physical distancing and COVID-19 health and safety protocols put in place by the University of Stirling and Scottish Government. Further detail on this will be provided at the time of booking as it is subject to change.

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.

1.2.7 The Union and The University of Stirling 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 when supplied must be completed and returned prior to the beginning of an event. Should such a form not be received prior to the beginning of an event, any stall holder may be prevented from setting up until such time as an assessment has been completed.

1.2.9 Any stall holder 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 their stall and must not flyer in other areas of the event or campus due to current COVID-19 health and safety protocols as set out by the University of Stirling and Scottish Government.

1.3.2 Stallholders must not attempt to solicit custom or in any way promote their organisation in any part of the University/Union 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(a) Stallholders are responsible for clearing up their stall, the removal of all cardboard and all rubbish in, on, or around it.

1.3.5(b) The Union reserves the right to dispose of any material left on site by the stallholder following the end of the event.

1.3.6 No stallholder may interfere with the structure or fabric of the Atrium area of the Andrew Miller Building/Students' Union or any other area.

1.3.7 Stallholders must use the display boards provided, unless otherwise agreed in writing, with the Union's Communications, Marketing & Events Co-Ordinator. Only Velcro tabs and drawing pins are permitted to be used on the display boards. No Blu Tac or staples should be used on temporary noticeboards. The Union do not provide pins or velcro tabs.

1.3.8 Stallholder's posters must not cover any Union posters or displays or in any way interfere with emergency exit or any other emergency signage. Unauthorised posters or advertising will be removed.

1.3.9 Stallholders may play music on their stall provided that prior permission is granted, in writing, by the Union's Communications, Marketing & Events Co-Ordinator.

1.3.10 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 areas around the Atrium i.e. Library, Shops, Atrium fast food bar. If asked by the Union's Communications, Marketing & Events Co-Ordinator, a member of the Stirling Venues team or a member of the University Security team to turn the music level down, the stallholder must comply immediately.

1.3.11 Stallholders must keep their stalls, displays and activities within the space allocated to their stalls.

1.3.12 Stallholders must behave in a considerate and responsible manner, at all times, towards Union & University 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.

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1.4 Cancellation

1.4.1 All cancellations **must** be made in writing and be received by The Union at least 7 days prior to an event/planned activity. Any correspondence should be addressed to the Union's Communications, Marketing & Events Co-Ordinator.

1.4.2 Should a cancellation be received after the deadline, The Union reserves the right to charge a late cancellation fee, which shall be 50% of the original cost.

1.4.3 If no cancellation is made, or if the cancellation is received after commencement of the event, The Union reserves the right to charge the client the full cost of hiring the stall, plus an additional administration charge of 25% of the original cost.

1.4.4 If Stirling Students' Union cancels the event due to COVID-19 restrictions or otherwise, the stallholder will receive a full refund and the opportunity to re-schedule for a future event date.

1.5 Other

1.5.1 The University of Stirling operates a controlled access system for parking on the campus. Those coming to the campus by private vehicle should report to the visitors' entrance and follow directions to the car parks and follow the instructions for pay and display. Exhibitors may load and off-load exhibition/display materials but thereafter all vehicles must be moved to designated car parks. The disabled spaces on campus are only to be used by those with the appropriate permit.

1.5.2 The Union accepts no responsibility for any unauthorised parking or for any subsequent action taken by the University as a result.

1.5.3 Stallholders will not be granted access to electric power unless these facilities have been requested in advance and their provision confirmed in writing by the Union's Communications, Marketing & Events Co-Ordinator.

1.5.4 Stallholders who fail to return any items provided by The Union will be charged for a replacement as new, as well as an administration charge of £25 for **each** item not returned.

1.5.5 The sale of food, drink, candles and oils is strictly prohibited.

1.5.6 The sampling of food/drinks/beauty products is currently prohibited under the COVID-19 health and safety protocols.

1.5.7 The Union reserves the right to use photographic images taken during the event and/or the clients name for promotional purposes within Union Media or marketing publications.

2. General Promotion & Media Advertising

2.1 Definitions

2.1.1 The Union will refer to The University of Stirling Students' Union as controllers of advertising, promotion and publicity within the Robbins Centre building, publishers of student newspaper Brig, host broadcasters of Air3 radio station, content controllers of any websites owned and operated by The Union, and all other promotion and publicity material and events as negotiated with the advertiser/promoter.

2.1.2 The advertiser/promoter will refer to the company or agency whose goods or services are promoted or their duly appointed agents, whichever is the principal.

2.1.3 The Booking form will refer to a document that specifies artwork requirements, technical specifications, booking deadlines, **rates excluding VAT** and any other additional information required by the advertiser/promoter.

2.2 General

2.2.1 All advertisements or other publicity as detailed **must** be ordered in writing.

2.2.2 The placement of an order does not convey the right of the advertiser/promoter to renew on similar terms.

2.2.3 Acceptance of all advertising and publicity is subject to availability and suitability.

2.2.4 All advertisements and promotions must comply with the British Code of Advertising Practice, the Trade Descriptions Act and any other such Acts or regulations which may from time to time be in force to ensure advertising standards.

2.2.5 Any publicity or advertising submitted to the Union must not contain any defamatory, fraudulent, misleading or false statements.

2.2.6 The advertiser/promoter warrants that any material included in their advertisement or publicity does not infringe or prejudice the moral rights, intellectual property or copyright of any third party.

2.2.7 The Union reserves the right in their absolute discretion to refuse to publish any advertisement or to have any publicity in or associated with the Union which they think might infringe the rights of any third party or which might be likely to bring the University of Stirling or the Union into disrepute.

2.2.8 No marketing material of any kind should seek to suggest that they are endorsed by The University of Stirling Students' Union without prior written consent. This includes the use of the Union's logos, photographic images of any areas controlled or events organised by the Union.

2.2.9 In addition, the Union has the right to refuse any advertising which it feels is against Union policy or in certain circumstances, any promotion which relates to any organisation which may be in direct competition with any of the services offered by the Union.

2.2.10 The distribution of leaflets, flyers, magazines, posters or any other material undertaken by the Union will take place only within areas in which the Union is authorised to do so.

2.2.11 In respect of any website advertising, any websites that appear through a linked advert on any websites owned and operated by the Union shall remain the concern of the advertiser/promoter. The Union 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 the Union for their products/services. As with all publicity, any direct links must not include any promotional material which would contradict any or all of 2.2.4, 2.2.5, 2.2.6, 2.2.7, 2.2.8 and 2.2.9 as detailed above.

2.2.12 In certain circumstances The Union can design artwork on behalf of the advertiser/promoter – please contact us for more details. All artwork designed by the Union will remain the property of the Union unless express permission for the use of such material has been granted, in writing, to the advertiser/promoter. The Union 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. Please contact the Union's Communications, Marketing & Events Co-Ordinator for the current hourly rate applicable.

2.3 In reference to printed advertising

2.3.1 It shall be the responsibility of the promoter/advertiser to ensure all advertising copy is delivered to the Union in accordance with the dates and procedures set out in the Booking form or as agreed in writing. The Union reserves the right to refuse to accept any advertising copy which misses the delivery deadline.

2.3.2 All advertisements must conform to The Union's requirements set out in the Booking form. If the advertisements do not thus conform, The Union reserves the right to amend advertisements to make them conform to the specification and to charge the advertiser/promoter for any additional work this may entail.

2.3.3 All artwork, films, colour separations, photographs and disks or other material supplied by the advertiser/promoter to The Union cannot be returned unless The Union is provided with self-addressed paid postage packaging to return said materials.

2.3.4 Cancellations for any advertisements will only be accepted up until 7 days prior to the booking acceptance deadline as detailed on the Booking form.

2.3.5 If an advertiser/promoter books an advertisement, fails to cancel with adequate notice as set out above, and fails to supply an advertisement/copy by the deadline, The Union will charge the promoter/advertiser the full rate for the space booked plus any consequential expenses The Union may incur as a result of the failure to supply the advertisement. In addition, The Union reserves the right to sell booked advertising space to another company, should the original promoter/advertiser fail to cancel with adequate notice as set out above, or supply any required advertisement/copy by the deadline.

3. Payment – applicable to all activity

3.1 General

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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 the Union'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 the Union, must sign an official Booking Form which is available from The Union on request. If the advertiser/promoter is uncertain of any part of these Terms and Conditions they must contact The Union **before** signing any contract or booking form, as The Union must accept these as binding contracts.

3.1.4 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.**

3.1.5 No booking will be accepted or marketing opportunity undertaken until a completed and signed Booking Form (including acceptance of The Union's Terms & Conditions) is returned to the Union's Marketing & Events Co-Ordinator.

3.1.6 Any unauthorised promotion by any of the formats outlined above or otherwise will result in such parties being immediately removed from The Union or University of Stirling property.

For clarification of any part of The Union's Term & Conditions or if you would like further information regarding any aspect of The Union's Marketing Opportunities, please contact: Communications, Marketing & Events Co-Ordinator, The University of Stirling Students' Union, The Robbins Centre, University of Stirling, Stirling, FK9 4LA

SIGNED: _____ NAME: _____ DATE: _____

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