

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 on Jarman Plaza, University of Kent, CT2 7NW.
- 1.1.3 Kent Union (The Union) reserves the right to refuse admission to promote on Jarman Plaza 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 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 Business Development Manager. Organisations may only advertise their own products or services. The Union's Business Development Manager 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 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.**
- 1.1.8 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 Kent property or the property of third parties.
- 1.1.11 Stallholders will normally be granted access to set up from 9:00am, and shall be allowed to remain there until 5.00pm on each and every day a stall is booked, unless specific arrangements to the contrary are agreed beforehand in writing with the Union's Business Development Manager.
- 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 **Unauthorised promotion on University of Kent campus is forbidden, we will invoice the promoter (stall holder) full price and have them removed from the premises. Permission must be confirmed by a member of Kent Union Business Development team.**

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 Kent 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 Kent staff.
- 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 Kent 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 the event taking place.
- 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 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.
- 1.3.7 Stallholders may play music on their stall provided that prior permission is granted, in writing, by the Union's Business Development Manager.
- 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 areas around the Jarman Plaza. If asked by the Union's Business Development Manager, a member of the University Room Bookings Department or a member of the University Security team 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 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.

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 Business Development Manager.
- 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.**

1.5 Other

- 1.5.1 Parking is not provided on campus, there is pay and display parking on site.
- 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 Business Development Manager.
- 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.
- 1.5.6 The Union reserves the right to use photographic images and/or the clients name for promotional purposes within Union Media or marketing publications.

2. Payment – applicable to all activity

2.1.1 All quoted prices are excluding VAT which is applicable to all promotional activity at the prevailing rate.

2.1.2 All bookings are subject to availability and acceptance of the Union's Terms & Conditions.

2.1.3 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.

2.1.4 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.**

2.1.5 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 Business Development Manager.

2.1.6 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 Kent 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: Business Development Manager, Kent Union, Mandela Building, CT2 7NW

SIGNED: _____ NAME: _____ DATE: _____

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