





# TERMS & CONDITIONS

## 1. Definitions

- 1.1. In these Terms the following words and expressions shall have the following meanings:  
"CUSU" means CUSU Services;  
"Engagement" means any advertising or promotional activity including all advertisements, flyering, stalls, ad banners, advertorials, emails, and social media posts;  
"Material(s)" means content and assets relating to any Engagements including all artwork, copy, and physical and digital assets;  
"You", "Your(s)" means the person, firm or company named in the Engagement Booking, including a company wishing to advertise its products and/or services ("Client") and agencies engaged by the Client to purchase Engagements on its behalf ("Agency").
2. **Booking**
  - 2.1. By making an Engagement booking you agree to be bound by these terms to the exclusion of all other terms. If you do not agree to be bound by these terms, CUSU will be unable to accept Your Engagement booking.
  - 2.2. An Engagement booking is an offer to book promotional activity with CUSU. A binding contract between You and CUSU will only be formed when confirmation of acceptance is sent to You by CUSU (whether or not it is received) using the contact details provided in the Engagement booking. You should contact CUSU if You have not received confirmation within three working days.
  - 2.3. The person submitting the Engagement booking on Your behalf shall be deemed to have full authority to do so. Where the signatory does not have the necessary authority and has signed the Engagement booking, CUSU reserves the right to pursue any claim for outstanding monies from the signatory themselves.
  - 2.4. Where You are an Agency, You represent, warrant and undertake that You have full authority to act on behalf of, and to bind, You and the Client. Both You and the Client will be jointly and severally liable for Your liabilities under these terms.
  - 2.5. Confirmation of any Engagement request does not convey the right to renew on similar terms.
3. **Content & Liability**
  - 3.1. CUSU has policies that prevent promotion of certain products and services. We reserve the right to refuse distribution of any Material at any time. In the event that we refuse distribution of any Material, no refunds will be given.
  - 3.2. CUSU shall be entitled to (or require You to) amend, edit, or withdraw any Material otherwise accepted. CUSU shall also be entitled to decline to publish, omit, suspend, delay, or change the position of any Material otherwise accepted. However, we will use reasonable efforts to comply with Your wishes although we give no representation, warranty or undertaking as to date(s) of placement, the wording, or the quality of reproduction of any Material.
  - 3.3. You represent and warrant that:
    - (a) You hold the necessary rights, consents and licences required to use, amend, edit, adapt and publish Your Materials for the purposes of these terms;
    - (b) The use, reproduction, publication, distribution or transmission of Your Materials will not violate any applicable laws or any rights of third parties, including, infringement of any copyright, false advertising, unfair competition, defamation, obscenity, piracy, invasion of privacy, infringement of any discrimination law, or of any other right of any person or entity;
    - (c) Any information supplied in connection with the Engagement is accurate, complete, true and not misleading;
    - (d) All digital Materials submitted will be free of any viruses, malware, adware, bit torrents, and no Materials will cause an adverse effect of the operation of digital platforms.
  - 3.4. You shall indemnify and hold CUSU harmless from and against all costs, claims, demands, proceedings, liabilities, losses, actions, damages and expenses (including reasonable legal fees) whatsoever made against or incurred by CUSU as a result of, related to or arising in connection with:
    - (a) A breach of these terms by You;
    - (b) Any acts of defaults by You, Your employees or agents in connection with these terms;
    - (c) Any claim brought against CUSU that Materials supplied by You infringes, violates, trespasses or constitutes the unauthorised use or misappropriation of any intellectual property of any third party;
    - (d) Any loss, destruction, or damage to property (other than as a result of any default of neglect of ourselves or any person for whom we are responsible) which shall have occurred in connection with any work executed by You under this contract;
    - (e) Any error in publication, late publication, non-publication or failure of any cause whatsoever.
  - 3.5. CUSU reserves the right to withdraw and/or refuse to publish or distribute Material without liability to You if it reasonably believes that the Material may make CUSU liable to any complaint, claim or proceedings.
  - 3.6. You accept full responsibility for the quality and safety of any product or service we promote as a result of this agreement.
  - 3.7. CUSU takes no responsibility for the content of Materials and will not be held liable for any transactions that may result.
  - 3.8. You are solely responsible for fulfilling and dealing with any orders and enquiries relating to the goods, services, or promotion to which Your Engagement relates and will indemnify and hold CUSU blameless accordingly.
  - 3.9. Our total liability to You in respect of any costs or losses directly associated with any Engagement contracts with You shall in no circumstances exceed the amount paid by You for the Engagement in the period in which the relevant claim rose.

- 3.10. You acknowledge and accept that digital and telecommunications systems are not fault free and may from time to time require periods of downtime (being periods during which websites, apps, or other digital services are not available to consumers) for the purpose of repair, maintenance and upgrading. Accordingly, we do not guarantee uninterrupted availability of any CUSU websites, apps, or digital services. You accept that You shall have no claim for breach of contract or otherwise in respect of any such period of unavailability.
- 3.11. Nothing in these terms shall seek to exclude or limit either party's liability for death or personal injury resulting from the negligence of that party or its employees while acting in the course of their employment.

## 4. Payment

- 4.1. All orders must be paid for in full within 28 days of receiving an invoice.
- 4.2. You must have paid all outstanding invoices before CUSU will undertake further Engagements.
- 4.3. Payments should be made payable to CUSU.
- 4.4. In the event of late payment CUSU reserves the right:
  - (a) To suspend the provision of Engagement activity;
  - (b) To charge interest to cover administrative and other associated costs in relation to the late payment pursuant to the Late Payment of Commercial Debts (Interest) Act 1998 ("the LCD Act") where applicable;
  - (c) In situations where the LCD Act does not apply, to charge the interest which would be payable were the LCD Act applicable.

## 5. Cancellation and termination

- 5.1. All cancellations must be in writing to CUSU, The Hub, Jordan Well, CV1 5QT, or by email to commercial.su@coventry.ac.uk
- 5.2. CUSU shall be under no obligation to reimburse or refund all or part of any charges after cancellation by You.
- 5.3. CUSU reserves the right to terminate the contract at any time without incurring any liability to You. Upon termination, CUSU will refund Your payment applicable to any period for which the Engagement will not be active.
- 5.4. In the event that for any reason CUSU shall cancel all or part of a publication or event, or be unable to perform their obligation under the agreement, the liability of CUSU shall be limited to the refund of any payments made to CUSU under this agreement.

## 6. Renewal

- 6.1. Any renewal of Engagement or acceptance of additional Engagements will be at CUSU's sole discretion. The terms and conditions applicable to such renewal period (if any) are subject to change by CUSU at our discretion.

## 7. Materials

- 7.1. You shall deliver all required Materials to CUSU by the deadline stated in the Engagement confirmation in the required format(s). CUSU reserves the right to charge for production work and any other additional work CUSU may be required to undertake.
- 7.2. Your Materials, including artwork, type, digital files, proofs, inserts, leaflets, posters etc. are held by CUSU at the owner's risk. You shall be responsible for collecting all such materials which You require from CUSU.

## 8. Fairs & Events

- 8.1. CUSU takes no responsibility for the representation of You, Your product or service, or any individual transactions You may make at, or as a result of Your participation in, fairs and events.
- 8.2. No sub-letting of stalls is allowed, this includes having leaflets from other organisations.
- 8.3. You will be notified of fair and event timings at least one week in advance of the event. You will be expected to have Your stall set up at least 15 minutes before the fair or event start time.
- 8.4. The stalls can remain in position overnight and overnight storage may be available at an extra cost. Please note items left overnight are left at owner's risk.
- 8.5. We can provide You with a table. Electricity is available at an extra cost and should be requested upon booking. You can also hire display boards from CUSU. If You wish to provide Your own back board you will need to inform CUSU and get permission first. It should be no larger than 2m x 2m.
- 8.6. To maintain a reasonable noise level during events and fairs, the use of any sound equipment (e.g. PAs, stereos) must be agreed with CUSU in advance.
- 8.7. You are only permitted to promote Your business, products, and services at Your allocated stall. Purchasing a stall does not entitle You to promote Your business, product or services anywhere else within CUSU buildings, their grounds or on Coventry University campuses. If You are caught engaging in additional activity, including flyering, away from your stall on the day of the event You will be charged the rateable value for that activity and removed from site.
- 8.8. Lanyards will be provided by CUSU on the day of the event that must be signed for and returned at the end of the day. Unreturned lanyards will be charged at £75 per lanyard.
- 8.9. On site vehicle access is not guaranteed, and parking is not provided.
- 8.10. Our decision is final. Failure to comply with these terms will result in Your eviction from our premises.

## 9. Law

- 9.1. This contract shall be subject to English Law and the jurisdiction of the English Courts.