

Coventry University Students' Union

Advertising booking form

description of campaign	total
	sub total
	VAT at 20%
	total

Compulsory client details

company name:	
contact name:	contact position:
company address:	
postcode:	email:
tel:	fax:

Yes please book my advertising as shown and I agree with your terms and conditions overleaf

authorising signature:	name:
date:	purchase order reference: (compulsory to secure booking)

special instructions:

Please return completed form to:

CUSU Commercial Department - The Hub, Jordan Well, Coventry , CV1 5QT

Email: commercial.su@coventry.ac.uk

For official use only:

invoice date:

sales person:



Terms and Conditions

1. General

CUSU has policies that do not allow the promotion of certain products.

1.1 We reserve the right to refuse distribution of any material at anytime. Our decision is final.

1.2 We have the right at our discretion to decline to publish, to omit, suspend or change the position of any advertisement otherwise accepted for placement. 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 the colour or mono reproduction of the advertisement.

1.3 You warrant to us that your advertisement will not breach any contract or infringe any copyright, trademark or any other right of any third party or render us liable to any claim or proceedings whatsoever.

1.4 In the event that we refuse distribution of any material, no refunds will be given.

2. Payment

All orders must be paid for in full within 28 days of receiving an invoice. Student newspaper adverts are invoiced on a per issue basis.

2.1 You must have paid all outstanding invoices before CUSU will undertake advertising.

2.2 Payments for Freshers orders must have been received before September 2018.

2.3 Payments for inclusion in the newspaper must have been received before the advert is published.

2.4 Payments should be made payable to CUSU.

2. Cancellation and termination

All cancellations must be in writing to CUSU Media & Marketing, the hub, Jordan Well, CV1 5QT, Coventry.

3.1 CUSU reserves the right to terminate the contract at any time.

3.2 Upon termination in accordance with clause 3.1 CUSU shall refund you payment applicable to any period for which you will not be receiving the advertising services.

3.3 Where cancellations have been made by the client no refunds will be given.

4. Renewal

4.1 Any renewal of advertising or acceptance of any additional advertising will be at CUSU's sole discretion. The terms and conditions applicable to such renewal period (if any) are subject to change by CUSU from time to time at our own absolute discretion.

4.2 You acknowledge and accept that computer and telecommunications systems are not fault free and may from time to time require periods of downtime (being periods during which the CUSU site is not available to consumers) for the purpose of repair, maintenance and upgrading. Accordingly, we do not guarantee uninterrupted availability of the CUSU site. You accept that you shall have no claim for breach of contract or otherwise in respect of any such period of unavailability.

4.3 Nothing in the clause 4 shall seek to limit or exclude our liability to you for death or personal injury caused by our negligence.

5. Liability

5.1 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.

5.2 Our total liability to you in respect of any costs or losses directly associated with any advertising contracts with you shall in no circumstances exceed the greater of amount paid by you for the advertising services and in the period in which the relevant claim rose.

6. Advertiser's warranties and indemnities

6.1 You warrant that the advertisement(s) does not contravene the British Code of Advertising Practice and is not in breach of any relevant legislation, including the Race Relations Act 1976, the Sex Discrimination Act 1973 (both as amended), the Disability Discrimination Act 1995, the Employment Equality (age) regulations 2006 and the Obscene Publications Act and also inducing legislation or regulation, such as those relating to the provision of Financial Services, which apply to specific advertisers, products or services.

6.2 If any advertisement submitted for publication contains the name or pictorial representation (photographic or otherwise) of any living person is or can be readily identified, you warrant that you have obtained the authority of such living person to make use of such name, representation and/or copy.

6.3 You will indemnify and hold harmless CUSU from and against any claim that the advertisement infringes the copyright, trademark or other intellectual property rights of any person or that is defamatory or infringes any other intellectual property rights of any person or that it is defamatory or infringes any other right of any person. CUSU reserves the right to withdraw and/or refuse to publish an advertisement without liability to you if it reasonably believes that the advertisement may make CUSU liable to any complaint, claim or proceedings.

6.4 You are solely responsible for fulfilling and dealing with any orders or enquiries relating to the goods, service or promotion to which your advertisement relates and will indemnify and hold CUSU blameless accordingly.

7. Fresher's Fair

7.1 CUSU takes no responsibility for the representation of your product or any individual transactions you may make at, or as a result of your participation in Fresher's fair.

7.2 No Sub-letting of stalls is allowed, this included having leaflets from other commercial organisations.

7.3 You will be able to gain access to your stall from 08:30am. You should be set up by 10:45am ready for the Fair to open at 11:00am.

7.4 The stalls can remain in position overnight and overnight storage can be provided at no extra cost, however please note items left in overnight storage are left at owner's risk.

7.5 We will provide you with a table and chairs. If you require an electrical socket please complete the requirements form and return it as soon as possible. If you wish to provide your own back board please ensure that it is no larger than 2m x 2m.

7.6 We wish to maintain a reasonable noise level during the fair, therefore please do not bring any form of sound equipment (i.e. Pas, stereos, etc.) unless agreed with CUSU prior to the fair.

7.7 You are only permitted to promote your business and/or products at your allocated stall. Purchasing a Fresher's Fair stall does not entitle you to promote your business and/or product anywhere else within the CUSU buildings and their grounds or on the Coventry University campus.

7.8 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. Any unreturned will be charged at £75 per lanyard.

7.9 Pay and display parking is available nearby.

7.10 Advertising booked by a multiplex site, pub, nightclub or any licensed premises will have a premium rate.

7.11 Our decision is final. Failure to comply with these terms will result in your eviction from our premises.

7.12 Only people who have paid for a stall are able to distribute flyers around campus other than their stall on the day of the event. Anyone caught flyering will be charged for the cost of stall and removed from site.

8 Inserts, leaflets & posters

8.1 CUSU takes no responsibility for any inserts, leaflets and/or posters. You accept full responsibility for the quality and safety of any product we promote into our publicity as a result of this agreement.

8.2 The address for delivery is Coventry University Students' Union, The Hub, Jordan Well, Coventry, CV1 5QT.

8.3 CUSU takes no responsibility for the content of advertising and will not be held liable for any transactions that may result.

9 Artwork

If you are providing finished artwork you must supply it on CD or email. Remember to include all images and fonts. Include a print of your advert so we can check it is OK when we place it.

10. Indemnity

You shall indemnify us against loss, actions, costs, claims, demands, expenses and liabilities whatsoever (if any) which we may incur either at common law or by statute in respect of any loss, or destruction of, or damage to property (other than as a result of any default or neglect of ourselves or any person from whom we are responsible) which shall have occurred in connection with any work executed by you under this contract.

11. Signatory

Where signatory does not have the necessary authority to make purchase orders and has signed the order, CUSU reserves the right to pursue any claim for outstanding monies from the signatory themselves.

12. Adverts and Advertising

12.1 CUSU reserves the right to refuse unsuitable copy.

12.2 CUSU does not accept any responsibility for any loss or damage resulting from error, late publication, non-publication or failure of any cause whatsoever.

12.3 Photographs and artwork can be returned if requested at an agreed charge but the publisher does not accept responsibility for loss or damage and is not an insurer for such articles.

12.4 Layout proofs will be supplied to display advertisers if requested and corrections must be notified in writing immediately.

12.5 Advertisers must warrant that the information in their entry(ies) is accurate and not a breach of the Trade Descriptions Act (1968) or any subsequent Act. CUSU does not accept any responsibility or inaccurate or misleading information.

12.6 Corrections and changes must always be confirmed in writing.

12.7 Display advertisers will receive a copy of the advert.

12.8 CUSU takes no responsibility for the content of any advertisements in any of our guides, handbooks, newspapers or magazine.

13. Law

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