

Terms and Conditions – Kingston Students' Union

Freshers' Fair 2025

1. Agreement Overview

These Terms and Conditions form part of, and are incorporated into, the overall Agreement (hereafter referred to as the "Agreement") between the Advertiser and Kingston Students' Union ("The Union or KSU"). This Agreement supersedes any previous terms agreed regarding the booking of exhibition stands at the Freshers' Fair. By submitting a booking, the Advertiser accepts and agrees to these Terms and Conditions in full.

2. Definitions

Unless otherwise stated, the following definitions apply throughout this Agreement:

- **"Advertiser"**: Any individual, company, organisation, or entity that books and occupies a stall or places any form of paid advertisement or promotional material at the Freshers' Fair for the purpose of promoting their own goods, services, or brand.
- **"Promotional Activity"**: Any event, display, advertisement, or distribution of promotional content conducted by the Advertiser.
- **"Freshers' Fair"**: The event operated by The Union providing exhibition space ("Stalls") and, where applicable, additional benefits for the Advertiser's promotional use.
- **"Confidential Information"**: Any non-public information, whether written or verbal, relating to a party's business, products, operations, or proprietary knowledge.
- **"DPA"**: The Data Protection Act 1998.
- **"Intellectual Property Rights"**: Includes, but is not limited to, all rights related to patents, trademarks, designs, copyrights, trade secrets, and any analogous rights globally.

3. Provision of Services

The Union agrees to supply the Advertiser with one or more exhibition stalls ("Stand") and any agreed additional requirements in accordance with the completed booking form.

4. Stall Limitations Stall Allocation and Setup

- Unless specifically authorised by The Union, only one stall per booking will be permitted.
- The dimensions and provisions associated with each stall will correspond to the selected package at the time of booking.

- Each booking entitles the Advertiser to one stall, in correspondence with the selected package at the time of booking, unless otherwise agreed.
- A maximum of **three representatives** per stall is permitted.
- Stall setup details (time, delivery access, etc.) will be provided once payment is received.

5. Sector Exclusivity

- The Union does not provide any form of exclusivity by industry or sector for stallholders participating in the event.

6. Permitted Promotional Activity

- The Advertiser shall only promote their own goods or services during the event and may not advertise products or services of third parties.
- The Union reserves the right to prohibit any promotional content it deems inappropriate or unsuitable.

7. Insurance Requirements

- The Advertiser must hold valid public liability insurance with a minimum cover of **£5 million**.
- A certificate of insurance must be submitted to marketing@kingston.ac.uk at least 14 days prior to the event.

8. Health & Safety, and Environmental Requirements

- No more than **three representatives** may staff a stall at any one time.
- Smoking and the consumption of alcohol are strictly prohibited within the event venue.
- Advertisers are encouraged to minimise waste and use sustainable, **paperless** promotional materials where possible.

9. Delivery, Parking and Waste Management

- Full delivery, parking, and site access instructions will be provided after full payment is received.
- Any goods or promotional materials left behind at the venue may be removed or disposed of at the Advertiser's expense.

10. Cancellation Policy and Cooling-Off Period

- A **14-day cooling-off period** applies from the date of booking. During this period, cancellations submitted in writing will be eligible for a **full refund**, regardless of when the event takes place.
- All cancellations must be submitted in writing and are only valid upon written acknowledgement by The Union.
- Outside the cooling-off period, the following cancellation charges apply:
 - **On or before 1 August 2025 onwards** – 50% of the booking fee will be refunded
 - **On or before 1 September 2025 onwards** – No refund will be issued; the full fee applies..
- Failure to attend the fair or cancellation less than **14 days prior** to the event start date will not be eligible for a refund.
- Refunds, where applicable, will be processed within **30 days** of the event's commencement.

11. Billing and Payment

- The Union will issue an invoice upon booking confirmation.
- Payment is due either by the invoice due date or within 14 days of issue, whichever is earlier.
- All invoices must be settled **no later than 30 days prior to the event**.
- Failure to pay will result in the Advertiser being denied participation.
- Overdue payments may incur interest at 8% per annum above the Bank of England base rate, compounded quarterly and payable on demand.

12. Intellectual Property, Data Protection, and Third-Party Rights

- Each party is responsible for ensuring compliance with the DPA and any other relevant UK or EU data protection regulations.
- The Union's branding or logos may only be used with its prior written consent.
- This Agreement does not transfer or grant any rights in The Union's Intellectual Property to the Advertiser.
- The Advertiser must ensure its promotional materials do not infringe upon third-party intellectual property rights or confidential information.
- The Advertiser shall indemnify and hold harmless The Union from any claims related to such infringements.

13. Confidentiality

Each party agrees to:

- Keep all Confidential Information strictly confidential.
- Not use Confidential Information for any purpose other than fulfilling its obligations under this Agreement.
- Not disclose Confidential Information to any third party except where:
 - Disclosure is required by law;
 - The information was already in the recipient's lawful possession;
 - The information enters the public domain through no breach of this Agreement.

14. Liability Disclaimer

The Union shall not be liable for any loss, theft, or damage to the Advertiser's property during the event.

15. Entire Agreement

This Agreement represents the entire understanding between the parties and supersedes all prior representations, discussions, and agreements, except for any liability arising from fraudulent misrepresentation.

16. Notices and Communication

All communications under this Agreement shall be conducted via email unless otherwise agreed in writing.

17. Subcontracting and Assignment

- Neither party may transfer or assign its rights or responsibilities under this Agreement without prior written consent of the other party, except in cases of business transfer or assignment to an affiliated company. This does not affect The Union's right to subcontract under Clause 16.

- Either party may terminate this Agreement with immediate effect if the other:
- Commits a material breach and fails to remedy it within 30 days of written notice;
- Enters insolvency, administration, or liquidation;
- Makes arrangements with creditors or ceases trading;

- If an individual, becomes bankrupt or deceased.

18. Termination

Either party may terminate this Agreement immediately if the other:

- Commits a material breach that remains unremedied 30 days after written notice;
- Enters insolvency, administration, or liquidation;
- Makes arrangements with creditors or ceases trading;
- Is an individual who becomes bankrupt or deceased.

Termination does not affect rights accrued prior to termination or provisions that are intended to survive.

19. Force Majeure

- No party shall be liable for failure or delay in performance due to events beyond their reasonable control (“Force Majeure”).
- Affected parties must notify others as soon as reasonably practicable.
- Obligations under the Agreement will be suspended for the duration of the Force Majeure.

20. Miscellaneous

- Failure to exercise any right under this Agreement does not constitute a waiver.
- All rights and remedies are cumulative and not exclusive.
- If any clause is held unenforceable, the remainder shall remain valid and enforceable.
- This Agreement may be executed in counterparts, each of which shall be an original.

21. Governing Law and Jurisdiction

This Agreement shall be governed by and interpreted in accordance with the laws of **England and Wales**, and both parties submit to the **exclusive jurisdiction of the English courts**.