



## Oxford SU Welcome Week (4<sup>th</sup> October 2021 – 8<sup>th</sup> October 2021)

### *Terms and Conditions*

#### 1. Introduction

1.1. Oxford University Student Union (“**OUSU**”) (through OSSL Limited (“**OSSL**”)) provides opportunities for commercial customers to advertise to our student population at our Welcome Week (held between the 4<sup>th</sup> of October and the 8<sup>th</sup> of October, inclusive of our two-day Freshers Fair). This document, together with the sales order form, details the terms of booking.

1.2. By signing the sales order form, you (“**the Customer**”) enter into a contract (“**Contract**”) with OSSL for provision of the items in the sales order form (the “**Service**”), on the terms and conditions set out in this document. The contract is made without prejudice to previous, ongoing or future agreements between OSSL and the Customer.

1.3. These terms and conditions are subject to English law and the contracting parties submit to the exclusive jurisdiction of the English Courts. OSSL has aimed to be as clear as possible but should there be ambiguity in these terms and conditions due to an out of the ordinary occurrence, OUSU CEO or their nominee shall decide the interpretation.

1.4. Any variations to these terms and conditions and any additional special terms will only be effective if set out in the applicable signed sales order form or as agreed after the date of the sales order form between OSSL and the Customer.

1.5. The Customer’s attention is particularly drawn to clause 8.

1.6. Please send any queries to [business@oxfordsu.ox.ac.uk](mailto:business@oxfordsu.ox.ac.uk).

#### 2. Services

2.1. For the two-day event hosted in University Parks on the 6<sup>th</sup> and 7<sup>th</sup> of October (“**Freshers Fair**”), the Customer will be assigned an allocated space within the designated Commercial Marquee (the “**Stand**”) at the discretion of OSSL. The Customer may express a preference for the positioning of their Stand, but OSSL has no obligation to adhere to these requests.

2.2. All Customers attending the Freshers Fair must adhere to Stallholder Regulations (“**the Regulations**”), supplied prior to the event. Any Customer who is found to be in breach of these Regulations may be removed from the event and will not be applicable for a refund.



2.3. OSSL's financial year runs from 1 August to 31 July. All Services booked within this time frame must also be used within this time frame unless specified by the Customer at the time of booking. If all or any part of a Service is not used within this time frame it cannot be carried over into subsequent financial years.

2.4. The Customer must comply with requests from OSSL pertaining to Health and Safety Information, or any other Information required to facilitate the running of the event. Failure to provide this information may result in the Customer losing the right to their Stand.

2.5. Clause pertaining to the Environment and taking care of the Park

### **3. Content**

3.1 All media copy the Customer provides, must be accurate, legal, decent, honest, truthful and meet the standards of the Advertising Standards Authority.

3.2. Content must be provided by the date specified by OSSL.

3.3. All artwork and content are subject to confirmation of acceptance by OSSL. OSSL may reject any content it deems (in its sole discretion) to be misleading or unacceptable.

3.4. It is the Customer's responsibility to ensure that their advert is engaging. OSSL can take no responsibility if the provision of the Services does not achieve the desired result of the Customer.

3.5. Content must be supplied by the Customer in accordance with the Advertising Specifications provided by OSSL.

3.6. OSSL reserves the right, at its discretion, to remove any materials from events, or prevent any activity, which, in the view of OSSL, is likely to cause offence at any point.

3.7. All content must comply with the <Oxford SU Equal Opportunities policy>.

3.8. OUSU's Sales and Events Coordinator and Marketing and Communications Manager will deal with complaints about the appropriateness of advertising material or behaviour in an appropriate manner. Their decision in these matters is final.

### **4. Payment**

4.1. OSSL accepts payment by bank transfer.



4.2. The amount payable by the Customer will be set out in the applicable sales order form.

4.3. Once the Customer is invoiced, payment must be received by OSSL by the date falling 30 days from the date of the invoice, or by the 01/09/2021, whichever is the earlier. Until payment is received in accordance with this clause, OSSL shall not be obliged to publish the Customer's scheduled advertising or allow the Customer into the Freshers Fair event.

4.4. All amounts payable by the Customer under the Contract are exclusive of amounts in respect of value added tax chargeable from time to time (**VAT**). Where any taxable supply for VAT purposes is made under the Contract by OSSL to the Customer, the Customer shall, on receipt of a valid VAT invoice from OSSL, pay to OSSL such additional amounts in respect of VAT as are chargeable on the supply of the Service at the same time as payment is due for the supply of the Service.

4.5. OSSL does not hold any Customer's card details on file or store financial information.

## 5. Termination

5.1. If you wish to cancel your booking, you must provide notice within ten working days of the sales order being signed by your organisation. Any cancellations occurring after this period will not be eligible for a refund and the final settlement will still be issued.

5.2. Without affecting any other right or remedy available to it, either party may terminate this Contract with immediate effect by giving written notice to the other party if:

5.2.1. the other party commits a material breach of any term of this Contract and (if such a breach is remediable) fails to remedy that breach within 5 working days of that party being notified in writing to do so;

5.2.2. the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), applying to court for or obtaining a moratorium under Part A1 of the Insolvency Act 1986, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction; or

5.2.3. the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business.

5.3. Without affecting any other right or remedy available to it, OSSL may terminate this Contract with immediate effect by giving written notice to the Customer if:



5.3.1. the Customer fails to pay any amount due under the Contract on or before the due date for payment set out at clause 4.3;

5.3.2. OSSL deems that the content provided by the Customer is unsuitable in accordance with clause 3 and/or the Advertising Specifications and (having been notified of the unsuitability by OSSL) the Customer fails to provide alternative content by 5pm on the Wednesday of the week prior to Welcome Week.

5.3.3. the Customer fails to provide content by 5pm on the Wednesday of the week prior to the week in which Welcome Week falls; and/or

5.3.4. Force Majeure Event occurs, as detailed in clause 5.7.

5.4. Notwithstanding clause 5.4 above and without affecting any other right or remedy available to it, OSSL may terminate this Contract at its absolute discretion with immediate effect by giving written notice to the Customer.

5.5. Without affecting any other right or remedy available to it, OSSL may suspend the supply of the Service under the Contract or any other contract between the Customer and OSSL if:

5.5.1. the Customer fails to pay any amount due under the Contract on the due date for payment, in accordance with clause 2.3; or

5.5.2. the Customer becomes subject to any of the events listed in clause 3.2, or OSSL reasonably believes that the Customer is about to become subject to any of them.

5.6. In the event that OSSL cannot or cannot profitably perform or fulfil its obligations under the Contract for any reason beyond its reasonable control, including but not limited to war, invasion, strikes, other industrial disputes, acts of God, epidemic or pandemics (or the introduction of guidance or regulations in response to an epidemic or pandemic), acts of Government or prevailing authorities ("Force Majeure Event"), then such non-performance shall be deemed not to constitute a breach of this Contract and OSSL may terminate the Contract pursuant to clause 5.3.4.

5.7. In the event that the Fresher's Fair must be cancelled due to the Covid Pandemic, a full refund will be provided minus a 5% administration fee. OSSL will be the only party able to decide if the event needs to be cancelled due to the Covid pandemic. If you, the customer, decide to cancel due to Covid Fears, no refund will be provided. Please note clause 5.3.4 & 5.6

## **6. Consequences of termination**

6.1. Termination of the Contract shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination.



6.2. Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Contract shall remain in full force and effect.

6.3. The full price agreed at the time of booking will be payable where:

6.3.1. termination results from any one or more of the events listed in clauses 5.2, 5.3 or 5.4 above;

6.3.2. the Customer has used any part of the Services prior to termination.

## **7. Indemnity**

7.1. The Customer shall indemnify OSSL on demand against all loss, actions, costs, claims, demands, expenses and liabilities whatsoever which may arise either at common law or by statute in respect of:

7.1.1. any personal injury to or death of any person; or

7.1.2. any loss or destruction of damage to property or assets;

7.1.3. any damage to OSSL's reputation:

which shall have been caused by the action or inaction of the Customer, including a breach of the Contract or any default or neglect of the Customer, or of any person for of whom the Customer is responsible) and which shall have occurred in connection with any products, services, activities or events advertised by the Customer through the Services provided under this Contract.

7.2. This clause shall survive termination of this Contract.

## **8. Limitation of Liability**

8.1. Nothing in the Contract limits any liability which cannot legally be limited, including but not limited to liability for:

8.1.1. death or personal injury caused by negligence;

8.1.2. fraud or fraudulent misrepresentation; and

8.1.3. breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).



8.2. OSSL's total liability to the Customer in relation to this Contract shall not exceed the value of the Service provided by OSSL to the Customer.

8.3. OSSL will accept no liability for student engagement with the Customer's adverts or stand. OSSL shall not have any liability to the Customer (in respect of a refund or otherwise) if the Customer is dissatisfied with the engagement from their advertising. It is the Customer's responsibility to ensure content is engaging.

8.4. This clause shall survive termination of the Contract.

## 9. Intellectual Property

9.1. All patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trademarks and service marks, quality assurance marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights (the "**Intellectual Property Rights**"), in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world in or arising out of or in connection with the Service (other than any Intellectual Property Rights in any materials provided by the Customer to OSSL) shall be owned by OSSL.

9.2. OSSL retains all rights and interests in and in using, adapting, amending and deleting its legal name, the logo, and all related and other Intellectual Property Rights anywhere in the world.

9.3. The Customer grants to OSSL a non-exclusive, royalty-free, non-transferable licence to copy and modify any materials provided by the Customer to OSSL for the term of the Contract for the purpose of providing the Services to the Customer.

9.4. The Customer shall not use OSSL's name, trademarks, trade names or Intellectual Property Rights or OUSU's name, trademarks, trade names or Intellectual Property Rights except to the extent that OSSL grants permission to the Customer to include in the Customer's marketing materials and on the Customer's website a statement to the effect that OSSL and/or OUSU is a supplier of the Customer.

9.5. The Customer shall not use any trademarks or trade names so resembling the trademarks or trade names of OSSL or OUSU as to be likely to cause confusion or deception.



9.6. The Customer must own or have authority to use any intellectual property rights that are used in the materials and content provided by the Customer to OSSL. OSSL shall not be held responsible if any intellectual property rights are used without authority.

9.7. In the event of a breach of this Contract by the Customer or upon termination of this Contract (however such termination occurs), the Customer shall have no rights with respect to, or authority to use, OSSL's or OUSU's Intellectual Property Rights and shall cease any such use immediately. The Customer will make every reasonable effort to resolve matters within the Customer's control or purview that may adversely affect OSSL's or OUSU's name, trademarks, trade names, reputation or goodwill, or may bring OSSL or OUSU into disrepute.

## 10. Data Protection

10.1. Each Party acknowledges that, during the course of the Contract and in relation to the provision of the Services, the Parties may come into possession of Personal Data and may be required to act as Data Controller or Data Processor of such data for the purposes of the Data Protection Legislation.

10.2. Each Party agrees that it shall, at all times, comply with its respective obligations under the Data Protection Legislation in respect of Personal Data which it makes available or is made available to it under or connection with this Contract.

10.3. A Customer may not request personal information about any recipient on OSSL's mailing lists or specify a particular demographic they are looking to target.

10.4. For the purposes of this Contract, "**Data Protection Legislation**" means the Data Protection Act 2018, the retained EU law version of the General Data Protection Regulation (EU) 2016/679 (UK GDPR), the Privacy (Electronic Communications) Regulations 2003 and all applicable laws and regulations relating to processing of Personal Data and privacy (including marketing communications), including where applicable, the guidance and codes of practice issued by the Information Commissioner and "**Controller**", "**Personal Data**", "**processing**" and "**Processor**" each have the meanings given to them in the Data Protection Legislation.

For any queries, please contact [business@oxfordsu.ox.ac.uk](mailto:business@oxfordsu.ox.ac.uk)