

PLEASE NOTE: THE ADVERTISING OF PIZZA IS STRICTLY PROHIBITED

IMPORTANT: Please read the Standard Conditions carefully before you authorise the purchase order/sign the order and the Credit Agreement (if applicable). Pay particular to those conditions highlighted, which limit our liability or affect your obligations to us.

Important payment information:

Payment for those suppliers who have been approved a credit facility must be remitted in full within 30 days of the invoice date. For advertisement Orders, payment is due within 14 days of the invoice date.

For those who are engaging in advertising, once we have received full payment we will notify you with confirmation of your booking. *

***Please note that orders are not confirmed until we receive full payment.**

1. DEFINITIONS

Advertisement – the advertisement specified in the Order.

Agreement – the binding agreement between you and us.

Copy – the detail and layout of the Advertisement.

Publication Close Date – the date shown on the Order which is the latest date we may accept your copy.

Final Proofing Date – deadline date for any alterations to your copy.

Production Date – date of which the publication is due.

Credit Agreement – credit agreement (if any) between you and us.

Publication – the named publication, event or service that is specified on the Order. Order – the form which shows the details of the booking.



We – Cardiff Union Services Ltd (CUS) whose address is: Cardiff University Students' Union, Park Place, Cardiff, CF10 3QN You – the person or company named on the Order. **2. VARIATIONS TO THE CONDITIONS**

Any variations to this agreement will be agreed in advance and stated in printed form.

3. ACCEPTANCE

When you or someone on your behalf signs the Order you are entering into an agreement with us under the Standard Conditions of the Order. Our acceptance will be conditional on your meeting relevant credit and client criteria.

4. OUR RIGHTS AND RESPONSIBILITIES

- (A) The organisation will endeavour to comply with providing reference information specifically a purchase order where required by the supplier on the invoice for clarity in administration.
- (B) The organisation will provide an invoice for agreed goods, services, facilities made available within 7 working days of the trigger event occurring.
- (C) We may decide not to produce the Publication. In this case you will be entitled to a full refund of any monies already paid for any Advertisement that would have appeared in that Publication. You will not be entitled to any further compensation or damages.
- (D) We are not obliged to publish the Advertisement if we consider that the Copy does not meet with the standards of the Advertising Standards Authority or deemed unacceptable on other grounds, or if you have failed to meet the Publication Close Date, or if the Copy does not meet the standards of the client.
- (E) We will not be liable for any disruption or delay in producing or distributing the Publication if the cause is beyond our control.
- (F) The Organisation will not be liable with regards to attendance figures to any event.
- (G) We accept copy from you on the understanding that you have unconditionally approved the copy for publication.
- (H) We agree to publish the Advertisement in accordance with generally accepted printing standards and publication policies, but we can make any changes to the Advertisement that we deem appropriate.

5. YOUR RIGHTS AND RESPONSIBILITIES

- (A) To ensure that transactions are authorised as per your company's authorisation process prior to making a Order commitment.
- (B) To receive the goods, service or facilities as per the agreement as stipulated.
- (C) The Copy that you provide must be accurate, approved, legal, decent, honest and truthful and it must meet the standards set out by the Advertising Standards Authority. You must own or have authority to use any trade name, trade mark, British Standard Mark or other quality assurance mark, logo or other material displayed in the Copy. CUS Ltd shall not be held responsible if any of the aforementioned are used without authority. You must own the copyright in the copy (except in the circumstances and subject to the assignment provided for in Condition 8) and the Copy must not infringe the copyright that any third party has in the Copy. You must be authorised to use any logo or name of any trade association you use in the copy.
- (D) You must tell us in writing about any changes in names, addresses and telephone numbers as soon as you know about these changes. We cannot include any changes received after the Publication Close Date.
- (E) Any copy changes other than name, address and telephone number will incur a charge of £25.00 + VAT. These changes must be received before the Publication Close Date.



The heart of Cardiff student life
Calon bywyd myfyrwyr Caerdydd

- (F) You must pay the amount we invoice you for, using the payment method specified in the Order. If you do not make any payment or instalment due under this Agreement or any other contract between us, we can keep all sums already paid and you will immediately have to pay us all outstanding amounts. Payment will be deemed payable primarily by the person named on the Order, then secondly the company of the person named on the Order. We may also (without prejudice to our other rights) immediately terminate this Agreement. Interest at a rate of 8% per month will be applied to any amount you have not paid after 30 days from the payment due date (unless the law prevents us from charging interest). We may charge you any reasonable administration costs for recovering any amounts owing by you.
- (G) You shall indemnify us, our employees and agents against all proceedings, claims, expenses, losses and/or damages arising from processing or publishing any information or material you gave us, including any claims arising as a result of defamation, illegality, false description or breach of any third party rights.
- (H) The Order must be placed in the ordinary course of your business and for your business only. You may not offer or sell the advertising space to any third party.
- (I) Should you require your original artwork to be returned you must notify us in writing when placing your order and enclose a pre-paid envelope. Should you not state this your artwork will be held by CUSU Ltd for 21 days and then destroyed.

HEALTH & SAFETY/FIRE PRECAUTIONS

- (A) Event organisers are required to ensure that the activities of their groups do not contravene regulations relating to Health and Safety. Please refer to Health and Safety Executive website: <http://www.hse.gov.uk/event-safety/running.htm> for guidance on running an event safely. Event organisers agree to providing H & S documentation where necessary.

6. CANCELLATION

- (A) In addition to any statutory rights you may have to cancel your Order, you may cancel part or all of your Order by giving notice in writing. We must receive this notice by the Publication Close Date or within 14 days of the date of the Order, whichever is earlier.
- (B) If we receive written notice to cancel an order more than 14 days after the date of the Order we may
- **Advertisement Specific** – ○ Charge a cancellation fee which will be equal to 25% of the advertisement cost + VAT.
 - We cannot accept any cancellation request after the Publication Close Date.
 - **Entertainment Specific** – ○ Charge a cancellation fee in line with an agreed schedule for procurement in preparation specific to the event engaged in to reclaim costs which were incurred to provide the event cancelled. (C) If cancelling part of the Order means that you no longer qualify for any multiple booking discount then we may adjust the rate of the remaining advertising to reflect the appropriate rate.

7. OUR LIABILITY – ADVERTISING SPECIFIC/EVENT PUBLICATION SPECIFIC

- (A) Subject to condition 4D, if there is a mistake in, or something missing from the published Advertisement or the Advertisement is not printed in the Publication, you will be entitled to a refund of part of the sum you paid for the Advertisement and it will be a fair and reasonable amount considering the nature of the error.



- (B) You will not be entitled to a refund for any mistake that was apparent from any proof we sent you unless you corrected the proof and told us about the mistake before the Publication Close Date.
- (C) If you become entitled to a refund under Condition 7A, you may, instead of taking the refund, insist that we provide the correct Advertisement, free of charge, in the next edition of the Publication.
- (D) Our liability (if any) under this Agreement will be to provide a refund under Condition 7A, or to print the correct Advertisement under Condition 7C. We will not be liable for any direct or indirect or consequential loss or damage arising from any mistake in or material missing from the published Advertisement, or from not printing the Advertisement in the Publication, even if resulting from our negligence.

8. COPYRIGHT

We have copyright of all artwork that we produce, copy and other materials which we, our agents or employees have contributed to. Any

copyright you may have, whether now or in the future, in the Advertisement you, as the beneficial owner, hereby assign to us outright (This is

not effective on materials that you supply direct to use, to which we do not contribute). Any reproductions for other publications outside those

of CUS Ltd must have written permission from CUS Ltd or the artwork originator. If used without authorisation then the publication to which the artwork is produced will be liable to a charge which will be set at our standard rate.

9. AGREEMENT

This Agreement sets out the entire agreement and understanding between you and us and it replaces all previous agreements, arrangements and understanding between us. You are not entering into the Agreement or any part of the arrangements by relying upon statements or warranties that are not set out in the agreement.

