

Durham University
Terms and Conditions for Advertising
on University Premises

This Agreement is made between **Durham University** whose registered address is the Palatine Centre, Stockton Road, Durham, DH1 3LE (the “University”) and **the Client**, as detailed in the electronic Booking Form. For the purposes of the Contract, the aforesaid organisations/individuals may be referred to individually as a ‘Party’ and collectively as the ‘Parties’.

WHEREAS:

The Client wishes to make use of digital advertising spaces offered by the University, as detailed in the Booking Form (the “Booking Form”). A request for advertising space is subject to the Client’s acceptance of the following terms and conditions:

1. Advertising Space

- 1.1. The details of all advertising space provided by the University to the Client (the “Services”) will be as detailed in the Booking Form. The Booking Form will be submitted electronically to the University by the Client and such electronic submission of the Booking Form shall constitute acceptance of the University’s offer of advertising space by the Client to be legally bound by these Terms and Conditions. Where the University agrees to the Client’s request for advertising space, the University will confirm and accept the Client’s booking with a confirmation email (“Booking Confirmation”). The Booking Form, these Terms and Conditions and the Booking Confirmation will form the entire agreement between the Parties (hereinafter the “Contract”).
- 1.2. The Booking Form shall include details of all advertising requirements and all applicable charges for the advertising and associated Services (the “Charges”).
- 1.3. The Booking Form and/or the Booking Confirmation shall include any special terms and conditions applicable to the booking. In the event of any conflict between these terms and conditions and any Special Terms included in the Booking Form or Booking Confirmation, the latter shall take precedence.
- 1.4. All bookings are considered provisional until the Booking Confirmation is sent by the University to the Client, upon which the Contract shall be considered to be in force.
- 1.5. The Client warrants that all information that is provided to the University in the Booking Form or elsewhere relating to the Event and the booking is accurate and complete at the time of acceptance of the Contract. The Client understands that the University is relying upon this information and should this information prove not to be accurate or complete the Client would bear any liability arising.
- 1.6. The Client acknowledges and agrees that any Booking accepted by the University is personal to the Client, and the Client is not entitled to offer its advertising space to any other individual or organization, nor is the Client entitled to assign, or subcontract the Contract to any other party, organisation or individual without the express written consent of the University.
- 1.7. The Client acknowledges and agrees that the University reserves the right to allocate advertising space at its sole discretion and may decline any request for any reason. The University reserves the right to move or reallocate advertising space at its

discretion. Any such action shall be communicated to the Client prior to reallocation, and in the event that the advertising has been changed to an allocation to which the Charges are lower, the Client's Charges shall be adjusted accordingly.

- 1.8. Where advertising space is confirmed by the University the Client undertakes to provide the University by email to the address set out in the Booking Confirmation, with a copy of any advert or text the Client requires to be displayed (the "Advert") in the format required by the University and set out in the Booking Confirmation, on or before the deadline for submission of the Advert as set out in the Booking Confirmation.
- 1.9. The Client acknowledges and agrees that in the event that the Client fails to provide the University with a useable copy of the Advert in accordance with the provisions of Clause 1.8 of this Contract, the University reserves the right to refuse to display the Advert. In such an event, all additional Charges applicable to the Advert shall remain payable by the Client in accordance with the provisions of the Contract.
- 1.10. On receipt of a copy of the Advert, the University shall confirm by email to the Client that the Advert is acceptable to the University. In the event that following review, the University does not wish to include the Advert in the Materials or requires modification to the Advert in keeping with University policies, the University shall notify the Client as soon as reasonably practicable.
- 1.11. Although the Advert will be subject to review by the University prior to its display, for acceptability to the University, the Client acknowledges and agrees that the University has no obligation to review the Advert for accuracy or to screen the Advert for any legal issues which may arise as a consequence of publication. The Client understands and agrees that the Client is solely responsible and liable for the content of the Advert published by the University on the Client's behalf.
- 1.12. The University reserves the right at all times (but will not have any obligation) to remove or refuse to display any Advert for any reason, particularly where it transpires or there is any concern on the part of the University, that the content of the Advert violates these terms.
- 1.13. In providing the University with a copy of the Advert, the Client agrees that the University does not claim or assert ownership or control over any content and the Client will at all times retain any and all trademarks or copyright to any and therefore the Client remains solely responsible for protecting such rights.
- 1.14. By submitting any Advert to the University for publication, the Client thereby grants to the University a non-exclusive, worldwide, royalty-free, sublicensable, perpetual and irrevocable right and license to use the content for the purposes of displaying the Advert.
- 1.15. The Client hereby indemnifies the University, its commissioners, employees, officers and agents in full from any and all damages, claims, costs, losses and liabilities (including legal fees) which arise as a result of the display of the Advert by the University on behalf of the Client.
- 1.16. The Client hereby warrants to the University that any Advert submitted to the University:-
 - 1.16.1. will not: feature any image(s) of any individual(s) or third parties from whom all necessary permissions the use such images in such way have not been properly obtained in advance in writing; or copy or feature the Intellectual Property of any individual(s) or third parties from whom all necessary licences or permissions to use such Intellectual Property in such way have not been properly obtained in advance in writing;

- 1.16.2. will not copy or feature the Intellectual Property of any individual(s) or third party from whom a licence or other permission has not been obtained in advance unless the Client has made all reasonable enquiries and established with certainty that copyright to such content has expired prior to the date the Advert is supplied to the University;
 - 1.16.3. will be in no way defamatory, abusive, discriminatory, threatening, harassing, harmful to children, obscene, offensive, or which applauds, encourages or entices abuse, discrimination or hate;
 - 1.16.4. has not been disclosed to the Client in confidence or which, by its nature, is confidential;
 - 1.16.5. will not compromise or invade the privacy or security of anyone;
 - 1.16.6. will not encourage criminal conduct or which may give rise to civil liability, or which is otherwise unlawful;
 - 1.16.7. will not be likely to give rise to any third party claims; and
 - 1.16.8. contains no links taking users to unlawful material or material that contravenes the Contract.
- 1.17. In the event that the Client requires any modification to the Advert following submission to the University, the University shall use reasonable efforts to make such changes where it is reasonably able to do so, and would incur no additional charges or delays in doing so. Any such changes shall be agreed with the Client by email. The University reserves the right to impose additional charges where the Client requests changes to the Advert following submission to the University.
- 1.18. The Client will ensure at all times that any product or service of the Client is not promoted or presented in such a manner that any inference would reasonably be drawn that the product or service is sponsored by or linked to the University of Durham or has the University of Durham's approval, and will comply with any directions given by the University of Durham to this effect.
- 1.19. The University reserves the absolute right to refuse to make changes to an advert where the Materials have already been displayed.

2. The Charges

- 2.1. The costs to the Client for the Services shall be the Charges calculated in accordance with the Booking Form and confirmed by the University to the Client in the Booking Confirmation. Payment of the Charges shall be made by the Client to the University in accordance with the provisions of this Clause 2 herein.
- 2.2. In consideration of the Services provided by the University to the Client, the Client agrees to pay the Charges within thirty (30) days of receipt of an invoice from the University unless otherwise agreed by the Parties in writing.
- 2.3. Timing of payment is of the essence. For the purpose of the Contract, payment of the Charges is considered made by the Client when the University receives the Charges in full in cleared funds.
- 2.4. Payment by the Client shall be made to the University without any deduction or set off. The University reserves the right to claim interest and compensation for debt recovery costs under the Late Payment of Commercial Debts (Interest) Act 1998 and the Late Payment of Commercial Debts Regulations 2002.
- 2.5. The University reserves the right to set off sums owed by the University to the Client against sums owed by the Client to the University.

2.6. Interest on an overdue invoice shall accrue (on a daily basis) from the day when payment becomes due until the date of payment (whether before or after judgment) at a rate of 4% above Barclays Bank Plc's base lending rate at the time of the relevant invoice.

3. **Liability**

3.1. Save insofar as such liability may not be lawfully excluded, the University shall have no liability or obligation under the Contract or otherwise in contract or in delict or in quasi-delict arising out of or connected with the performance of the Contract (including, but not limited to, loss, damage or delay of any nature whatsoever or howsoever caused whether direct or indirect or consequential and whether or not caused by the negligence of the University, its employees, agents or sub-contractors) save as expressly provided in the Contract and, save as aforesaid, all warranties, terms, obligations or duties, express or implied by statute, common law or otherwise in relation to the Contract or any term or terms thereof or its or their performance are hereby excluded.

3.2. The total liability of the University under the Contract or otherwise (whether or not caused by the negligence of the University, its employees, agents or sub-contractors) arising out of or in connection with the performance or purported performance of or failure in the performance of the Contract shall not exceed the total Charges (excluding VAT) payable by the Client to the University in terms of the Contract or TEN THOUSAND GBP (£10,000), whichever is the lower sum. The University expressly excludes liability for indirect or consequential loss or damage for loss of profit or goodwill which may arise out of or in connection with the performance or purported performance of or failure in the performance of the Contract.

4. **Freedom of Information**

The Client acknowledges that the University is subject to the requirements of the Freedom of Information Act 2000 and shall assist and co-operate with the University to enable the University to comply with all statutory obligations regarding information disclosure required by the provisions of this Act. The Client shall ensure that all information produced in the course of the Contract or relating to the Contract is retained for disclosure and shall permit the University to inspect such records as requested from time to time.

5. **Overseas Clients**

Where the Client does not have a United Kingdom (UK) address or where the UK is not the Client's main place of residence/business, the University reserves the right to ask the Client for a guarantee of payment from a UK bank and where the guarantee is not provided within thirty (30) days of said request, to terminate the Contract without liability to the Client.

6. **General**

6.1. The rights and remedies of the University expressed in these Terms and Conditions shall be in addition and without prejudice to any other rights or remedies which may be

available to the University at common law or under statute.

- 6.2. All bookings accepted by the University are subject to these Terms and Conditions and the Contract which supersede all prior representations by the University or any of its employees and override any other terms and conditions stipulated or incorporated or referred to by the Client in any negotiations, and the Contract and these Terms and Conditions are the only terms and conditions upon which the University agrees to perform the Contract, unless otherwise expressly agreed in writing by the University.
- 6.3. No modification or alteration of the Contract shall be enforceable, save as otherwise provided in these Terms and Conditions, unless agreed in writing by the University and the Client.
- 6.4. No waiver or delay on the part of the University to exercise any right or remedy available to it, in terms of the Contract or otherwise shall operate as a waiver of that or any other right or remedy nor shall any partial exercise preclude any other further exercise of that or any other right or remedy.
- 6.5. Any waiver by the University of any breach by the Client is not a waiver of any subsequent breach.
- 6.6. The Contract does not create, confer or purport to confer any benefit or right enforceable by any person not a party to it by virtue of the Contracts (Rights of Third Parties) Act 1999.
- 6.7. Should any provision of the Contract be found by any competent authority to be invalid, unenforceable or unreasonable, it shall be severed from the remainder of the Contract which shall continue in full force and effect.
- 6.8. All notices to be given by either Party to the other under the Contract shall be validly served only in writing and delivered personally or sent by first class prepaid post to the respective addresses in the United Kingdom as the relevant party has notified for such purpose or, if the Client is a company, to its registered office from time to time, and in the case of posting shall be deemed to have been properly served on the second day after the date of posting.
- 6.9. Each party warrants to the other that all Personal Data (as defined in the Data Protection Act 2018) handled by either party in relation to the Contract, shall be handled strictly in accordance with the Data Protection Act 2018, the Regulation EU/2016/679 of the European Parliament and of the Council of 27 April 2016 (the General Data Protection Regulation) and all applicable laws and regulations relating to processing of personal data and privacy including where applicable the guidance and codes of practice issued by the Information Commissioner.
- 6.10. The Contract shall be governed by and construed in all respects in accordance with the laws of England. The University and the Client hereby submit to the exclusive jurisdiction of the English courts.