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| **Product** |  |
|  |  |
| All Wales Virtual Careers Fair | **£200 + VAT** |
| 1 virtual career fair stand |

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| **Agreement** |
| **Client name** |  | **Contact name** |  |
| Address Line 1 |  | Contact phone |  |
| Address Line 2 |  | Contact email |  |
| Address Line 3 |  | Signature |  |
| City/Town |  | Date |  |
| Postcode |  | PO number |  |
|  |  |  |  |
| **Order processing** |
| University contact |  | GTI agent |  |
| University name |  | Signature |  |

﻿ Return to **Jamie Fraser** jamie.fraser@groupgti.com

﻿ First Floor (South), 240 Blackfriars Road, London, SE1 8NW

­Advertising, sponsorship and event terms & conditions

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­﻿1. Definitions

In these Terms and Conditions (‘Conditions’) the words/expressions referred to below shall have the following meanings except where the context otherwise requires:

‘Advertisement’ means an advertisement or series of advertisements for the Client and/or its products and services including (but not limited to) advertisements in any Publication, advertisements on any Website, Banner Advertisements, and Exhibition Advertisements.

‘Agreement’ means any contract between GTI and the Client for advertising which is formed in accordance with clause 2.

‘Banner Advertisement’ means a banner advertisement on any Website, including but not limited to sponsoring advertisements.

‘Client’ means the person, firm, body corporate or other entity stated in any Order Confirmation accepted by GTI pursuant to clause 2.2.

‘Event’ means an event organised and conducted by GTI for the Client to enable the Client to meet potential employees or work experience candidates.

‘Event Sponsorship’ means sponsorship by the Client of an Event organised by GTI (for example without limitation TARGETjobs Events/TARGETjobs National Graduate Recruitment Awards) such sponsorship being for the purpose of promoting the Client and/or its products and services.

‘Exhibition’ means an exhibition organised by GTI.

‘Exhibition Advertisement’ means an advertisement for the Client and/or its products and services which is displayed at an Exhibition or Event.

‘Exhibition Space’ or ‘Event Space’ means floor area taken (and any additional Services agreed between GTI and the Client) at an Exhibition or Event.

‘GTI’ means GTI Media Ltd or its assignees.

‘Order Confirmation’ means the signed order form sent by the Client to GTI specifying inter alia the price and details of Advertisements, Banner Advertisements, Exhibition Space, Event Space, Exhibition Advertisement, Event, Event Sponsorship, Workplace Survey or Package.

‘Package’ means any combination of Advertisements, Banner Advertisements, Exhibition Space, Event Space, Exhibition Advertisement, Events and/or Event Sponsorship, access to the Direct Messaging Functionality and/or Workplace Survey purchased by the Client on any one occasion.

‘Publication’ means in the case of printed Advertisements the publication published by GTI in which the Advertisement shall appear.

‘Services’ means any one or more of Advertisements, Banner Advertisements, Exhibition Space, Event Space, Exhibition Advertisement, Event Sponsorship, Events access to the Direct Messaging Functionality, and Workplace Surveys, whether or not purchased in a Package, published or conducted by GTI from time to time.

‘Direct Messaging Functionality’ means the functionality or services provided via the Website that enables the Client contact individuals directly whom have permitted them to do so on a per message basis.

‘Website’ means in the case of website Advertisements and Banner Advertisements, the GTI website on which the Advertisement is to appear.

‘Working Day’ means Monday to Friday inclusive excluding UK statutory holidays.

‘Workplace Survey’ means the service by which GTI conducts a survey of the Client’s employees and prepares and publishes a synopsis/review of the results of the survey.

2. Formation of Agreement

2.1 The Agreement shall be formed when the Client’s Order Confirmation, which it is hereby agreed is an invitation to treat, (whether in the form of a purchase order, fax or letter but in each case either signed by an authorised representative of the Client or its agent, or else confirmed as having been agreed by email without signature, regardless of any disclaimer attached to that email concerning the ability of that client’s staff to contract over email) is received, and then either acted upon by virtue of performance of all or any part of the Services by GTI, or accepted in writing or by electronic means such as email (proof of transmission by GTI shall be deemed adequate evidence of confirmation) by GTI’s authorised representative and such Agreement shall incorporate these Conditions.

2.2 In the event that an agency submits an Order Confirmation as agent on behalf of its principal, then agency shall specify the principal’s name as well as its own on the Order Confirmation failing which GTI shall reject the same.

2.3 The acceptance by GTI of the Client’s Order Confirmation does not confer the right to renew on similar terms.

3. Client’s Obligations

3.1 The Client warrants that:

3.1.1 any description relating to its products or services in the Advertisement is true and accurate;

3.1.2 the Advertisement does not contravene any act or Parliament nor is it in any other way illegal or defamatory;

3.1.3 it will at all times comply with the British Code of Advertising Practice, the recommended standards produced by the Advertising Association and all other relevant advertising standards guidelines and regulations;

3.1.4 it will supply copy for Advertisements prior to copy deadlines, as advised/published by GTI;

3.1.5 where material has been supplied by the Client, that they have the rights associated with the material to enable it’s use by GTI in the delivery of Services;

3.1.6 where applicable, it will attend and participate in Events where it is agreed that it will do so as part of the delivery of the Services; and

3.1.7 where the Client is an agency, that it will procure compliance by its client for whom Services are being procured, of clauses 3.1.1, 3.1.2, 3.1.3, 3.1.4, 3.1.5 and 3.1.6.

3.2 If the Client breaches clause 3.1 it shall immediately rectify the breach and fully indemnify GTI against any fines, losses, costs, damages, charges, claims, demands, expenses direct losses, loss of profits and indirect and consequential losses incurred by GTI as a result of the Client’s breach.

3.3 The Client shall be responsible for insuring all films, artwork, photographic and other advertising materials delivered to GTI and GTI shall not be liable to any loss or damage thereto while the same is in its possession or control.

3.4 The Client shall be responsible for collecting any films, artwork, photographic and other materials submitted to GTI for the purposes of the Advertisement. GTI shall accept no responsibility for any such items which remain unclaimed by the Client more than 12 months after they were last used for publication.

3.5 Where personal information including contact information has been supplied to the Client as an export as part of the delivery of the Services, the Client is the Data Controller with respect to that data they have received and shall be responsible for the proper use and secure handling of that and all associated obligations under the current data protection regime. The Client shall fully indemnify GTI against any fines, losses, costs, damages, charges, claims, demands, expenses, direct losses, loss of profits, and any indirect or consequential losses incurred by GTI because of the Client’s breach.

4. Approval of Advertisements

4.1 All Advertisements must be submitted by the Client for the approval of GTI prior to publication. GTI reserves the right to refuse, omit, alter, suspend, withdraw or otherwise deal with any Advertisement at its absolute discretion and without explanation or liability to the Client.

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4.2 Banner Advertisements run on a calendar monthly basis. All visuals and copy for Banner Advertisements must be supplied to GTI at least 10 Working Days prior to the first day of the calendar month in which the Banner Advertisement is to first appear.

4.3 Visuals and copy shall be supplied in accordance with GTI’s publication deadlines as published/advised on a periodic basis or, in the case of Banner Advertisements, in accordance with clause 4.2. If the Client fails to comply with this clause 4.3:

4.3.1 GTI shall not be under an obligation to supply proofs to the Client and reserves the right to use the copy last supplied by the Client; and

4.3.2 GTI shall be entitled to payment of its fee in accordance with clause 8, even if no visuals or copy whatsoever have been supplied.

4.4 If the Client fails to check and return any proof submitted by GTI, GTI reserves the right to print the Advertisement as prepared.

4.5 GTI cannot accept responsibility for changes to approved copy although it will use its reasonable endeavours to make these if they are submitted prior to the final copy deadline as published/advised from time to time, provided always where changes are made pursuant to this clause 4.5 the Client shall be responsible for any additional costs thereby incurred by GTI.

5. GTI’s Obligations

5.1 GTI shall use its best endeavours to ensure the appearance of contracted for Advertisement but does not accept liability for the non-appearance of any Advertisement. In the case of advertisements for Publications, it is hereby agreed that GTI’s best endeavours shall not extend to reprinting any Publication, but the Client will be offered the next available and/or relevant alternative.

5.2 Unless the parties have agreed to the position of the Advertisement in the Publication or on the Website (in which case this shall be agreed in writing by the parties) GTI does not guarantee the position of any Advertisement in the Publication or on the Website. Where the Client has expressed a preference only as to the position of its Advertisement in the Publication or on the Website GTI shall use its reasonable endeavours to comply with the Client’s preference but shall have no liability to if the Advertisement is not published in the preferred position.

5.3 GTI shall use its reasonable endeavours to procure attendance at Events, and shall use its best endeavours to act in an even-handed manner to all sponsors in the case of Events sponsored by a number of clients (always taking into account any difference in the level of sponsorship purchased by sponsors). GTI will advise clients of its experience of the usual acceptance/subsequent attendance ratios, but GTI shall not be liable for actual attendance levels being lower than those anticipated.

6. Workplace Surveys

6.1 Where the Services include Workplace Surveys the provisions of this clause 6 shall additionally apply.

6.2 The Client shall invite those of its employees who have graduated in the last 3 years to take part in a Workplace Survey carried out by GTI. The Workplace Survey may be completed on an anonymous basis but respondents are given the opportunity to have a copy of the synopsis/review prepared by GTI as part of the Workplace Survey (“Review”) sent to them, in which case each individual respondent requesting a copy will need to provide his/her name and email address to GTI for such purpose.

6.3 The respondent’s name and email address constitute personal data which GTI will hold and use only for the purpose of sending the respondent a copy of the Review. GTI will hold and use such personal data in accordance with current data protection legislation.

6.4 The Client agrees that if it collects the completed surveys from respondents on behalf of GTI it shall forward them all to GTI and shall not use them for any purpose, in particular but without limitation the Client agrees not to supply the completed surveys to any third party.

6.5 The Client agrees that GTI shall own all copyright and other intellectual property rights in the completed surveys and the Review and the Client shall take all steps reasonably required by GTI to give effect to this clause 6.5.

6.6 GTI shall use reasonable care and skill when conducting the Workplace Survey and preparing the Review. GTI shall provide the Client with a draft of the Review prior to publication and shall take reasonable account of any request by the Client for changes to be made to the Review, provided always that GTI shall have ultimate editorial control over the Review. If the Client objects to the Review it may request that GTI does not publish it but in such event the Client shall not be entitled to any refund of the fees due to GTI.

6.7 Unless otherwise agreed the Client shall not be entitled to copy, reproduce or otherwise use the Review.

7. Direct Messaging Functionality (Talent Match)

7.1 Where the Services includes access to the Direct Messaging Functionality on the Website, the Client additionally warrants that:

7.1.1 The functionality should not be used to contact users unrelated to opportunities, careers event or career options.

7.1.2 Any communications will does not contravene any act or Parliament nor is it in any other way illegal or defamatory;

7.2 Where contact details and personal information have been authorised to be provided (in whichever format) to the Client by an individual user in accordance with GTI’s Privacy Policy, the Client agrees to only contact the user in relation to the particular opportunity, course or event that the Client has messaged the user about and to which the user has agreed to.

7.3 For the avoidance of doubt, a Client is not permitted to use the information provided to contact the user about another opportunity, course or event unless the Client has done so via a separate message via the Direct Message Functionality and the user has agreed to be contacted in respect of the contents of the message sent.

8. Fees

8.1 The fee payable by the Client to GTI shall be in accordance with GTI’s published rates or as otherwise agreed in writing by the parties.

8.2 All fees are exclusive of Value Added Tax, which shall be payable by the Client.

8.3 GTI shall be entitled to invoice the Client immediately following GTI’s acceptance of the Client’s Order Confirmation.

8.4 The Client shall pay GTI within 30 days of the date of GTI’s invoice, or within 30 days of receipt thereof, whichever is the later. The fees shall be payable in full and the Client shall not be entitled to make any deduction or exercise any right or set-off counterclaim or contribution howsoever arising. The time of payment of the fees shall be of the essence of the Agreement.

8.5 GTI reserves the right to request and receive full payment prior to acceptance of an Order Confirmation if, in the opinion of GTI, the credit-worthiness of the Client is not satisfactory or the Client has not paid previous invoices within GTI’s usual credit terms. Furthermore, if at any time in the opinion of GTI the credit-worthiness of the Client shall have deteriorated prior to performance by GTI of any Services GTI may require full or partial payment of the fees prior to such supply, or the provision of security for payment for the Client in a form acceptable to GTI.

8.6 If the Client fails to make any payment on the due date then without prejudice to any other right or remedy available to GTI, GTI shall (at its option) be entitled to:

8.6.1 treat the Agreement as repudiated by the Client and cancel publication of any Advertisement or cease the Services (as the case may be), claim damages from the Client and charge the Client interest both before as well as after any judgment on the amount unpaid at the rate of 4% per annum above the base rate from time to time of Barclays Bank Plc from the date payment is due until payment is made; or

8.6.2 affirm the Agreement, claim damages from the Client and charge the Client interest in accordance with clause 8.6.1.

8.7 Where the Client pays a subscription for an agreed number of Banner Advertisements or advertisements on any Website during an agreed period of time (‘Subscription Period’) and the Client fails to take up the agreed number during the Subscription Period:

8.7.1 the Client shall not be entitled to a refund of the fees in respect of the Advertisements which has failed to take up during the Subscription Period; and

8.7.2 the Client shall not be entitled to carry forward Advertisements which has failed to take up during one Subscription Period into a subsequent Subscription Period.

9. Cancellation of Services

The Client may not cancel an Order Confirmation which has been accepted by GTI.

10. Confidentiality

10.1 The content and terms of this Agreement shall be confidential as between the parties and there shall be no breach of that confidence by either party.

10.2 Save as provided in clause 9.1 each party agrees and undertakes that it will keep confidential and will not use for its own purposes nor without the prior written consent of the other party disclose to any third party all information of a confidential nature, (including but not limited to trade secrets and information of commercial value) which may become known to such party from the other unless such information is public knowledge (other than by breach of this clause 9) or is required to be disclosed by a court of competent jurisdiction. Breach of this clause 9.2 shall not be subject to the terms of clause 10 (Limitation of Liability).

11. Limitation of Liability

11.1 Save as otherwise provided in this Agreement all conditions warranties and representations expressed or implied by statute common law or otherwise in relation to GTI’s obligations hereunder are hereby excluded.

11.2 Without prejudice to any other terms in this Agreement the aggregate liability of GTI shall not in any circumstances (except in respect of death or personal injury caused by GTI’s negligence) exceed the total sum payable by the Client to GTI under this Agreement. Where GTI fails to provide a Service, its total liability to the Client shall be limited to a refund of the fees paid or payable by the Client for the Service. Where the Service not so performed has been ordered as part of a Package, GTI shall reasonably determine the proportion of the total payment relating to the unpublished/unperformed Service its total liability to the Client in respect of the unpublished/unperformed Service shall be limited to such proportion.

11.3 GTI shall not be liable to the Client for any indirect or consequential losses or damages (including but not limited to loss of profits) whether arising from breach of contract negligence or howsoever.

12. Termination

12.1 Notwithstanding and without prejudice to clause 8 above GTI shall be entitled to terminate this Agreement immediately by giving written notice to the Client in any of the following events:

12.1.1 if the Client fails to make payment in accordance with this Agreement;

12.1.2 if the Client convenes a meeting of its creditors, becomes insolvent, is unable to pay its debts, has an administrative receiver or receiver or administrator appointed over its assets or business or is the subject of a petition presented to put it in into liquidation; or

12.1.3 if the Client in the opinion of GTI is in breach of any material term of this Agreement.

12.2 In any such case GTI shall be entitled to charge the Client any costs, charges or expenses (direct or consequential) howsoever arising incurred by GTI.

12.3 Termination of this Agreement howsoever, shall not affect the accrued rights or the liabilities of either party.

13. Assignment

The Client shall not be entitled to assign, rent, lease, sub-licence, copy or otherwise transfer the benefit of its obligations under this Agreement without the prior written consent of GTI.

14. Force Majeure

If either party is unable to perform its obligations by reason of matters beyond its control including but not limited to any act of terrorism, war, riot, civil commotion, compliance with any law or governmental order, fire, flood or storm, strikes, lock-outs or other industrial disputes (whether involving the workforce of the party so prevented or of any other party) delay in transit, power failure, postal delay, the party so affected will notify the other party and the parties agree to delay the performance of this Agreement for as long as may be reasonably necessary until the cause(s) giving rise to force majeure has/have ceased.

15. General

15.1 These Conditions shall have precedence at all times and in all circumstances over any Conditions that the Client may be in the practice of using.

15.2 Any representations made by GTI prior to the making of the Agreement shall not form part of the Agreement and shall be of no effect. The Agreement supersedes all prior agreements, arrangements and undertakings between GTI and the Client relating to the subject matter hereof. No variation or addition shall be binding upon the parties unless made in writing and signed by the authorised representatives of both parties.

15.3 Any waiver by GTI of any breach of the Agreement by the Client, shall not operate as a waiver of any past or future breach.

15.4 If any provision or part of a provision of these Conditions shall be or be found by any court of competent jurisdiction to be invalid or unenforceable such invalidity or unenforceability shall not affect the other provisions or parts of such provisions of these Conditions all of which shall remain in full force and effect.

15.5 Any notice hereunder shall be deemed to have been duly given if sent by prepaid first class registered post or by facsimile or telex to the party concerned at its registered office or principal place of business or such other address as may have been notified pursuant to this provision to the party giving the notice. Notices sent by first class registered post shall be deemed to have been given 7 days after despatch and notices sent by facsimile or telex shall be deemed to have been given on the date of despatch, even if confirmed by post.

15.6 No term of the Agreement shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by a third party.

15.7 Nothing in the Agreement and no action taken by the parties pursuant to the Agreement shall constitute or be deemed to constitute a partnership association joint venture or other co-operative entity.

15.8 Address for Notices:

15.8.1 For GTI notices should be sent to The Group Finance Director, GTI Media Ltd, Fountain Building, Howbery Park, Benson Lane, Wallingford, Oxon, OX10 8BA.

15.8.2 For the Client the address to which notices should be sent shall be that on the Order Confirmation unless otherwise advised in writing by the Client.

15.8.3 Calls may occasionally be recorded for training purposes.

16. Jurisdiction

This Agreement and all obligations under the same shall be governed by the laws of England and the parties submit to the exclusive jurisdiction of the English Courts.