

Paul Sample Corporate Communications Ltd

Contract to provide Public Relations Services

A. Appointment and Programme

1. This Agreement confirms the appointment of Paul Sample Corporate Communications Ltd (hereafter referred to as "the Consultancy") as Public Relations Consultants to **THE CLIENT** in the United Kingdom to carry out agreed public relations services, details of which are attached as Schedule 1 to this letter ("the Services") in accordance with the terms of this Agreement, including the Standard Terms of Business attached.

2. Proposals for further projects may be agreed by the Client and the Consultancy from time to time. When signed by both parties, such proposals setting out details of the Services to be provided shall be incorporated into and form part of this Agreement.

3. The appointment of the Consultancy is exclusive. The Client shall not engage any third party to provide Services in the United Kingdom that compete with or are similar to the Services.

B. Commencement and Duration of the Agreement

This Agreement will commence on **xxxxxx** for a period of **xxxxxx**, unless terminated sooner under the provisions of Clause J of this Agreement. After this period it will continue in effect until terminated under the provisions of Clause J.

D. The Consultancy's Obligations

The Consultancy agrees with the Client during the term of this Agreement:

- 1 at all times to work diligently to protect and promote the interests of the Client;
- 2 in all matters to act loyally and faithfully towards the Client;
- 3 to advise the Client in writing of all its key meetings, discussions and correspondence with representatives of the media concerning the Client; and
- 4 to co-operate where appropriate with any advertising and/or marketing services agencies and other advisers engaged by the Client.

E. The Client's Obligations

The Client agrees with the Consultancy during the term of this Agreement:

- 1 not to discuss the Client's affairs with any representative of the media other than through and/or with the knowledge and assistance of the Consultancy;
- 2 to provide the Consultancy with all information, assistance and materials that the Consultancy requests from time to time to facilitate the proper and timely performance of the Services. In particular (but without limitation) the Client agrees where possible:
 - a. to notify the Consultancy of any inquiries from any of the media;
 - b. to advise the Consultancy not less than 28 days before any major planned event in the Client's business;
 - c. to permit the Consultancy (or its representatives) to attend meetings as appropriate with any advertising and/or marketing services agencies and other advisers engaged by the Client; and
 - d. to make available a well-briefed personable speaker on reasonable notice to represent the Client at media briefings or conferences arranged by the Consultancy;
- 3 to notify the Consultancy promptly if the Client considers that any statement made in any document submitted by the Consultancy to the Client for approval is incorrect or misleading in any way, or may give rise to any claim or action for defamation or otherwise against the Consultancy.

F. Approval by the Client

- 1 The expression 'Written Approval' in this Agreement including the Standard Terms of Business shall mean Written Approval by directors or employees of the Client authorised to approve the Consultancy's work and/or expenditure and whose names are set out in Schedule 2. The Client shall notify the Consultancy in writing of any change to the authorised persons during the term of the Agreement. The Consultancy shall not be responsible for any delay in the performance of the Services resulting from the unavailability of an authorised person to provide Written Approval.
- 2 Written Approval shall mean approval signified by:
 - a. a letter, fax or purchase order from the Client bearing the signature of an authorised person or an e-mail emanating from the individual business e-mail address of an authorised person; or
 - b. oral approval by an authorised person, provided such oral approval is confirmed in writing within two working days by way of a written report from the Consultancy to the Client; or
 - c. the signature of an authorised person on the Consultancy's documentation.

- 3 After obtaining general approval of campaign or project plans, the Consultancy shall submit to the Client for specific Written Approval as required:
 - a. draft press releases, articles, photographs and captions
 - b. copy, layouts, artwork and scripts
 - c. cost estimates of the various items in the programme.
- 4 Written Approval of drafts or proofs shall be taken by the Consultancy as authorisation to proceed to publication, and Written Approval of estimates submitted shall be taken as authorisation to enter into contracts with suppliers on the basis of such estimates.

G. Fees

- 1 The Consultancy's service fees, exclusive of VAT, and based on management, executive travelling and administrative time in the UK, will be charged at the rate of £390.00 per month payable monthly in arrears.
- 2 These fees apply to work carried out in the territory stated in Clause B1 only. They do not apply to supervision of work performed outside that territory, for which the Consultancy reserves the right to charge a further fee.
- 3 If annual or monthly fees or hourly charge out rates are specified above, these will increase on 1st January each year by a percentage equal to the annualised percentage increase in the Retail Price Index published by the Office for National Statistics over the preceding twelve month period.
- 4 Fees have been calculated on the basis of information supplied by the Client. If the information supplied is incomplete or misleading or the Client's plans are subsequently amended, leading to an increase in the work required from the Consultancy, the Consultancy reserves the right to increase the fees accordingly, subject to the Client's approval (which is not to be unreasonably withheld or delayed).

H. Operating Expenses and Disbursements

- 1 In addition to the Consultancy's service fees, the Consultancy will charge the Client for the items set out in Clause 4 of the Standard Terms of Business and any other third party costs approved by the Client in advance.
- 2 Items will be subject to a handling charge of 20%.

I. Payment Terms

- 1 The Consultancy's service fees and operating expenses will be invoiced monthly in arrears.
- 2 Disbursements will be invoiced monthly in arrears.
- 3 All invoices rendered by the Consultancy will be due and payable within 30 days of the invoice date. However, the Client agrees to pay immediately on presentation any invoices in respect of advance or instalment payments required to be made to suppliers.
- 4 Clause 5 of the Standard Terms of Business attached applies.

J. Termination

- 1 This Agreement may be terminated at any time after an initial period of three months by either party giving not less than three months written notice of termination to the other.
- 2 If payment is not made by the Client to the Consultancy in accordance with Clause I and the Client does not remedy the breach within 14 days of written notice to do so, the Consultancy will have the right to terminate the Agreement immediately by notice in writing to that effect.
- 3 Either party may terminate the Agreement immediately upon written notice to the other in the event of:
 - a. any material breach of the Agreement by either party, which breach is not remedied (if capable of remedy) within 30 days after the service of a written notice requiring the breach to be remedied;
 - b. the other party becoming insolvent, entering into liquidation either voluntary or compulsory (save for the purpose of reconstruction or amalgamation), passing a resolution for its winding up, having a receiver or administrator appointed over the whole or any part of its assets, making any composition or arrangement with its creditors or taking or suffering any similar action in consequence of debt, or ceasing or threatening to cease to carry on business.
- 4 In the event of termination of this Agreement, for whatever reason, the Client will be responsible for all fees due to the Consultancy including costs, expenses and disbursements incurred by the Consultancy on behalf of the Client up to the effective date of termination.
- 5 On satisfaction by the Client in full of its payment obligations, the Consultancy will co-operate so far as practicable in enabling the Client to take over any contracts and arrangements with third parties, and will transfer to the Client any unused materials purchased on behalf of the Client.

- 6 The parties will agree to any additional compensation payable to the Consultancy in the event that detailed creative or other work for a future programme or project prepared by the Consultancy at the request of the Client during the period of this Agreement is subsequently implemented in whole or in part by the Client or its agent.

K. Membership of The Chartered Institute of Public Relations

As a member of The Chartered Institute of Public Relations, I agree to abide by its aims and objectives and Code of Professional Conduct.

Signed for and on behalf of xxxxxxxxxxxx

Signed for and on behalf of Paul Sample
Corporate Communications Ltd.

Signature:

Signature:

Name:

Name:

Organisation:

Consultancy:

Date:

Date:

SCHEDULE 1

Agreed Public Relations Services to be provided under the Agreement

SCHEDULE 2

Directors or Employees of the Client authorised to give Written Approval

Paul Sample Corporate Communications Ltd

Standard Terms of Business for the

provision of Public Relations Services

These Standard Terms of Business are deemed to form part of the Agreement to which they are attached. We have separate Standard Terms of Business for the supply of Graphic Design, Printing and Advertising Services.

1 Co-operation

The Consultancy will co-operate fully with the Client and take the initiative in offering advice and services. The Client agrees to assist the Consultancy in the performance of these duties by making available to the Consultancy all relevant information and executive time as required.

2 Consultancy Status

The Consultancy acts in all contracts as a principal at law.

3 Exclusivity

The Consultancy will not represent conflicting interests, but may represent competing interests with the express consent of the parties concerned.

4 Disbursements and Expenses

The Consultancy's service fees shall be exclusive of the following disbursements and expense items (which may not be an exhaustive list) relating to the Services:

- a. Advertising artwork and mechanical items
- b. Artiste/celebrity fees
- c. Couriers
- d. Design, artwork and print
- e. Direct mail
- f. Entertainment
- g. Evaluation
- h. Exhibition and display materials
- i. Film production
- j. Market research
- k. Media monitoring
- l. Newspapers and magazine subscriptions
- m. Photocopying and stationery
- n. Photography and prints
- o. Postage and packaging, telephone and telecommunications
- p. Press material production and distribution
- q. Special events, meetings, conferences etc
- r. Specialist IT software
- s. Storage
- t. Travel, accommodation and subsistence

u. Venues

It is normal practice for all materials and services purchased from third party suppliers on behalf of a client to be charged at cost plus a handling charge of 20%.

5 **Payment Terms**

- 5.1. All sums payable under the Agreement shall be paid in full without deduction, withholding or set-off and are exclusive of VAT and any other duty or tax which shall be payable by the Client.
- 5.2. Overdue payments shall attract interest at an annual rate of 2% above the prevailing base rate of the Consultancy's clearing bank. Interest shall accrue on a daily basis from the date payment becomes due until the Consultancy has received payment of the overdue amount together with all accrued interest.
- 5.3. The Consultancy and/or persons or companies acting on its behalf or as its agents reserve the right to charge and recover all costs incurred in connection with the pursuance and/or recovery of outstanding sums.
- 5.4. If exchange rate fluctuations cause the cost to the Consultancy of materials or services purchased overseas for the Services to differ from the cost anticipated when the Consultancy ordered the relevant materials or services (or obtained the Client's approval for such costs), the Consultancy shall charge the Client at the exchange rate on the date the Consultancy pays for the relevant materials or services, applying the closing mid-point rate in London for that day as quoted in the next edition of the Financial Times.

6 **Amendment and Cancellation**

Any request by the Client to amend or halt any plans or to cancel work in progress, shall be implemented by the Consultancy as far as this is possible within the terms of its contractual obligations to suppliers. The Client shall be responsible for any costs or expenses incurred or to which the Consultancy is committed prior to, or as a result of, the cancellation or amendment and which cannot be recovered by the Consultancy. The Client shall pay the Consultancy's fees covering the cancelled or amended Services, as well as any charges raised by third parties arising from the cancellation or amendment.

7 **Amendments to Created Work and Alternative Use of Work**

- 7.1 The expression "created work" in this and the following clauses shall mean work created by the Consultancy for the Client pursuant to the Agreement.

- 7.2 No amendments to any created work may be made without the Consultancy's prior written consent. Any agreed amendments shall only be carried out by the Consultancy or under its supervision and shall be paid for in a manner agreed between the Client and the Consultancy in writing in advance. Reprints obtained by the Client shall not differ in any way from the originals supplied without the Consultancy's written consent.
- 7.3 Created work shall not be used by the Client for any purpose other than that for which it was created, and no work in draft or incomplete form shall be used or published as finished work without the Consultancy's written consent.

8 Copyright and Intellectual Property Rights in Created Work

- 8.1 In order that the Client may own worldwide copyright and intellectual property rights in the created work, the Consultancy shall promptly on the Client's written request sign an unconditional assignment with full title guarantee of all such rights as are owned by the Consultancy and capable of assignment. This provision shall not apply to any creative work which is not accepted or otherwise delivered to the Client (such as proofs and proposal documents) or in respect of which the Consultancy has not received the fees payable.
- 8.2 In the event that any created work includes material the rights in which are owned by a third party, the Consultancy shall grant to the Client (at the Client's expense) only such rights as the third party permits the Consultancy to grant to the Client.
- 8.3 Notwithstanding any assignment of rights, the Consultancy may use any of the created work for the purposes of internal training or, with the Client's prior consent (which shall not be unreasonably withheld or delayed), in the promotion of the Consultancy.
- 8.4 The provisions of this clause shall survive the expiry or termination of the Agreement.

9 Confidential Information

- 9.1 The parties agree to treat as secret and confidential and not at any time for any reason during or after the termination of the Agreement to disclose or permit to be disclosed or made use of any confidential information concerning the other's business customers, suppliers or associated companies which they may acquire in the course of the Agreement.
- 9.2 The Consultancy shall where so requested by the Client impose equivalent obligations of confidentiality on its own personnel and obtain written assurances from any third parties to whom information has to be disclosed in order to enable the Consultancy to carry out its obligations under the Agreement.

- 9.3 For the avoidance of doubt, the restrictions in this Clause shall not prevent:
- 9.3.1 the disclosure or use of information in the proper performance of the Consultancy's duties;
 - 9.3.2 the disclosure of information if required by law; or
 - 9.3.3 the disclosure of information which is already in the public domain otherwise than through unauthorised disclosure by the Consultancy.
- 9.4 Nothing in the Agreement shall prevent the Consultancy from using the name of the Client in any list of clients used by the Consultancy for its own promotional purposes unless the Client has notified the Consultancy in writing that it is unwilling for its name to be so used.
- 9.5 The provisions of this clause shall survive the expiry or termination of the Agreement.

10 **The Consultancy's Warranty and Indemnity**

- 10.1 The Consultancy warrants that to the best of its knowledge and belief the created work shall not infringe any third party rights or be in any way contrary to English law, subject to any legal or other advice provided to the Consultancy and communicated to the Client.
- 10.2 Subject to the provisions of this clause, the Consultancy shall indemnify and keep indemnified the Client from and against any and all damage, loss, costs, expenses (including legal costs and expenses) and liability whether civil or criminal which the Client may incur or suffer resulting from any breach of this Agreement by the Consultancy, including any act, neglect or default of the Consultancy's agents, representatives or employees and including breaches resulting in any successful claim by any third party alleging defamation, provided that:
- 10.2.1 any condition or warranty which might otherwise be implied into or incorporated in the Agreement, whether by statute, common law or otherwise, is expressly excluded from the Agreement to the maximum extent permitted by law;
 - 10.2.2 the Consultancy's maximum aggregate liability to the Client under the Agreement shall in no circumstances exceed an amount equal to the Consultancy's Professional Indemnity cover, which the Consultancy shall disclose to the Client at any time upon request;
 - 10.2.3 the Consultancy shall not be liable for: (i) any loss or damage suffered by the Client arising out of any act, omission, misrepresentation or error made by or on behalf of the Client or arising from any cause beyond the Consultancy's reasonable control; or (ii) any delay in or omission of

publication or transmission or any error in any press or other publication unless such delay, omission or error is due to its own default or neglect; or (iii) any consequential loss or damage of any kind whether caused by tort (including negligence), breach of contract or otherwise, and whether or not such loss or damage was foreseeable.

10.3 The Client shall effect such insurance as is suitable having regard to all the circumstances and the provisions of this clause.

10.4 The provisions of this clause shall survive the expiry or termination of the Agreement.

11 The Client's Warranty and Indemnity

11.1 The Client warrants that to the best of its knowledge, information and belief all information supplied to the Consultancy before, during and after the Agreement shall be accurate and not in any way contrary to English law and that it is entitled to provide such information to the Consultancy for its use without recourse to any third party.

11.2 The Client shall indemnify and keep indemnified the Consultancy from and against any and all damage, loss, costs, expenses (including legal costs and expenses) and liability whether civil or criminal which the Consultancy may incur or suffer resulting from any act, neglect or default of the Client or its agents, employees or licensees, or the infringement of the intellectual property rights of any third party or any successful claim for defamation, provided that such liability was not incurred by the Consultancy through any default in performing its obligations under the Agreement.

11.3 The provisions of this clause shall survive the expiry or termination of the Agreement.

12 Client's Property

The Consultancy shall take reasonable care of any property belonging to the Client and made available to the Consultancy for the purpose of this Agreement. Such property shall be at all times at the sole and entire risk of the Client, and the Consultancy shall not be subject to any other liability for it.

13 Insurance of Created Work

13.1 Created work retained by the Consultancy shall at all times, while in the Consultancy's possession, be insured by the Consultancy against loss or damage.

- 13.2 The Client shall insure created work against loss or damage when in transit between the Consultancy and the Client or any third parties for the purposes of production or publication and when in the possession of those third parties.

14 Employee Poaching

- 14.1 During the Agreement and for six months after its expiry or termination, neither the Consultancy nor the Client shall, without the written consent of the other, solicit or entice (either directly or indirectly) or attempt to solicit or entice (or authorise the taking of such action by any other person) any person who is employed by the other or has been employed by the other during the preceding six months, and who has been involved with the Services provided under this Agreement, to terminate his or her employment with the other party.
- 14.2 If the Consultancy consents to an employee joining the Client in the circumstances of Clause 14.1, the Consultancy may charge a fee in consideration for such consent equivalent to one-fifth of the annual salary to be paid by the Client to that employee. This shall be payable by the Client immediately upon presentation of an invoice by the Consultancy. If the Consultancy does not require the employee to complete the notice period contractually required of him, the Consultancy reserves the right to charge the Client an additional fee equivalent to the salary payable by the Consultancy for the period of uncompleted notice.
- 14.3 The provisions of this clause shall survive the expiry or termination of the Agreement.

15 Assignment

The Client may not assign, sub-license or sub-contract the Agreement or any of its rights or obligations hereunder without the prior written consent of the Consultancy (not to be unreasonably withheld or delayed). The Consultancy acknowledges that such assignment shall not affect the liability of the Consultancy to fulfil its obligations under the Agreement.

16 Force Majeure

- 16.1 Neither party shall be liable for any delay in performing or failure to perform its obligations under the Agreement to the extent that and for so long as the delay or failure results from any cause or circumstance whatsoever beyond its reasonable control (an "event of force majeure") provided that the event of force majeure is not due to the fault or negligence of that party. Each party shall use its reasonable endeavours to minimise the effects of any event of force majeure.

16.2 Immediately upon becoming aware of any event of force majeure, the affected party shall notify the other party of the manner and extent to which its obligations are likely to be prevented or delayed, and the dates of performance of any obligations affected shall be postponed for so long as is made necessary by the event of force majeure.

16.3 If any event of force majeure continues for a period longer than two months, either party may terminate the Agreement with immediate effect on giving written notice to the other party and neither shall be liable to the other for such termination. In case of termination, any sums due to either of the parties shall be paid immediately.

17 **Entire Agreement, Amendment, Waiver**

17.1 The Agreement, these Standard Terms of Business and the documents referred to in them contain the whole agreement between the parties and supersede any previous agreement between them relating to the subject matter of the Agreement, whether written or oral. The parties acknowledge that neither of them has relied upon any representation, written or oral, of any person but only as expressly set out in the Agreement.

17.2 Any valid alteration to or variation of the Agreement must be in writing and signed on behalf of each of the parties by a duly authorised representative.

17.3 No failure of either party to enforce at any time or for any period any term or condition of the Agreement shall constitute a waiver of such term or of that party's right later to enforce all terms and conditions of the Agreement.

18 **Severance**

If any provision of the Agreement is declared by any judicial or other competent authority to be illegal, void, voidable or otherwise unenforceable, or indication of the same is received by either of the parties from any relevant competent authority, such provision shall be deemed severed from the Agreement and the remaining terms of the Agreement shall remain in full force and effect.

19 **Notices**

Any notice to be served on the other party shall be sent by recorded delivery, registered post, e-mail or fax. Notices sent by registered post or recorded delivery shall be deemed to be served within 72 hours of posting, and by e-mail or fax within 24 hours if sent to the correct e-mail or fax address of the addressee.

20 **Disputes**

In the event of a dispute or question arising between the parties, they may, if they agree to do so, refer the matter to the Professional Practices Committee of the Institute of Public Relations for its recommendations for resolving the dispute or question.

21 **Proper Law and Jurisdiction**

The Agreement is governed by and is to be construed in accordance with the laws of England and Wales and each party hereby irrevocably agrees to submit to the exclusive jurisdiction of the Courts of England and Wales.

A copy of the IPR Code of Professional Conduct is attached.