



To:

Appointment of Stonehouse Communications Ltd

SCHEDULE 1

Agreed Services to be provided under the Agreement

1. xxxxxxxx

2. xxxxxxxx

SCHEDULE 2

Directors or Employees of the Client authorised to give Written Approval (see Clause F)

xxxxxxx

A. Standard Terms of Business

Attached to this letter are Standard Terms of Business. These are deemed to be incorporated into this Agreement in their entirety.

B. Appointment and Programme

1 This Agreement confirms the appointment of

Stonehouse Communications Ltd (hereafter referred to as "the Consultancy")

as Communications Consultants to

xxxxxxx (hereafter referred to as "the Client")

in the United Kingdom to carry out agreed communications 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.

C. Commencement and Duration of the Agreement

This Agreement will commence on xxxxxxx for a period of 12 months 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 access to all information, data, documentation, 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 well in advance of 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 be responsible for:

- a. the accuracy, completeness and propriety of information concerning the Client's organisation, products and services and the Client's competitors' products and services, whether provided to the Consultancy by the Client or by a third party authorised by the Client;
- b. rights, licences and permissions to use materials furnished to the Consultancy by the Client or by a third party on the Client's behalf;
- c. compliance with all laws and regulations applicable to the Client's business (including all securities laws and regulations);
- d. the content of any press releases, other documents or digital or social media work approved by the Client;

4 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. an email emanating from the individual business email address of an authorised person; or
- b. a letter, fax or purchase order from the Client bearing the signature of an authorised person; 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 those 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 xxxxxxxx per month

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, which will be subject to separate fee arrangements.

3 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, or if there is a variation in the rates of taxation or costs between the date of this Agreement and the date of delivery of the Services, the Consultancy reserves the right to vary the fees accordingly, subject to the Client's approval (which is not to be unreasonably withheld or delayed).

4 The Consultancy reserves the right to negotiate a revised fee structure should changes in the agreed work load take place during the duration of the Agreement.

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 The Consultancy will require the approval of the Client before commencing with any item of expenditure in excess of £500.

3 All external expenses over £500 will be invoiced directly to the Client and will be paid directly by the Client.



I. Payment Terms

1 The Consultancy's service fees and operating expenses will be invoiced monthly in arrears and be payable by Direct Debit to reach the Consultancy's bank account not later than **xxxx** after the invoice date.

2 Disbursements will be invoiced monthly in arrears.

3 All invoices rendered by the Consultancy will be due and payable within 14 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 six 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 the other 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 (except 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 otherwise ceasing or threatening to cease to carry on business.

4 During any notice period, this Agreement will remain in full force and effect and the rights and obligations of the parties will continue, including the placing of materials in any media whose dates fall within the notice period.

5 In the event of termination of this Agreement for whatever reason, the Client will

a. 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, and

b. discharge any liability of the Consultancy to third parties incurred in relation to any Services originally envisaged pursuant to the Client's original instructions.

6 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.



7 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.

STANDARD TERMS OF BUSINESS

These Standard Terms of Business are deemed to form part of the Agreement to which they are attached.

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. Trade mark search reports and related charges
- u. Travel, accommodation and subsistence
- v. Venues

All materials and services purchased from third party suppliers on behalf of the Client will be charged at cost plus a handling charge as set out in the Agreement.

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. Time for payment is of the essence.

5.2 The Client reserves the right to withhold payment of any invoice or part of an invoice that is not in accordance with the Agreement. On receipt of any such invoice the Client shall immediately notify the Consultancy in writing of the reason for such withholding and pay the undisputed part of the invoice within 14 days.

5.3. The Client shall be liable to pay interest on any overdue amount 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. In addition or in the alternative, at the option of the Consultancy, the Consultancy may suspend the provision of the Services or any part of them until such time as payment is made.

5.4. The right to charge interest shall extend to any part of an invoice payment of which is withheld pursuant to clause 5.2 should it subsequently be established that the amount in question was invoiced in accordance with the Agreement.



5.5. 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.

5.6. 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, and shall assume the Consultancy's liability under all contracts the Consultancy is unable to cancel.

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 prior written consent.

7.3 Created work shall not be used by the Client for any purpose other than that for which it was commissioned, and no work in draft or incomplete form shall be used or published as finished work without the Consultancy's prior 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 from time to time sign an unconditional assignment with full title guarantee of all such rights as are owned by the Consultancy and capable of assignment, together with the right to sue for damages for past infringement. This provision shall not apply to any created 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. The Consultancy shall also waive any Moral Rights as defined in the Copyright Designs and Patents Act 1988.

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 and notwithstanding clause 9 (confidential Information), 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 Notwithstanding anything in the Agreement to the contrary, the Consultancy shall retain all of its rights, title and interest in:

- a. all materials owned by or licensed to the Consultancy prior to, or independent from, the performance of Services under the Agreement, and all modifications thereof; and
- b. all generic or proprietary information, and all ideas, software, applications, methodologies, processes or procedures used, created or developed by the Consultancy in the conduct of its business.

8.5 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, without the other party's prior written consent, at any time for any reason during or after the term 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, or results from studies or surveys commissioned and paid for by the Client, which they may acquire in the course of the Agreement. The parties also acknowledge that the terms and conditions of the Agreement including (without limitation) those relating to the Consultancy's remuneration, are confidential information.

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;

9.3.3 the disclosure of information by one party who acquired it from a third party which was not under an obligation of confidentiality to the other party; or

9.3.4 the disclosure of information which is already in the public domain otherwise than through unauthorised disclosure by the Consultancy.

9.4 Unless the Client specifies otherwise, nothing in the Agreement shall prevent the Consultancy from using the name of the Client for its own promotional purposes.

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

10 Freedom of Information



In the event that the Client is subject to the Freedom of Information Act 2000 ("FOIA") and receives a Request for Information (as defined in the FOIA) in respect of any part of the confidential information, the Client shall notify the Consultancy immediately and shall consult with the Consultancy as to the requirement to respond to such Request for Information. The parties shall assist and co-operate with each other to determine which parts of the information (if any) are required to be disclosed by law under the FOIA and which parts of the information (if any) are exempt from the requirement to disclose under the FOIA.

11 The Consultancy's Warranty and Indemnity

11.1 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.

11.2 Subject to the provisions of this clause, the Consultancy shall indemnify and

keep indemnified the Client (including its directors, officers and employees) from and against all direct losses, damages, costs, expenses (including legal costs and expenses) and liabilities whether civil or criminal which the Client may incur or suffer as a direct result of any breach of the 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:

11.2.1 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, and the Agreement states the full extent of the Consultancy's obligations and liabilities in respect of the created work and the performance of the Services;

11.2.2 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;

11.2.3 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 loss of actual or anticipated income or profit, loss of contracts or any special, indirect or 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, foreseen or known..

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

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

12 The Client's Warranty and Indemnity



12.1 The Client warrants that to the best of its knowledge, information and belief all information and data supplied to the Consultancy before, during and after the term of the Agreement shall be accurate and complete and not in any way contrary to English law and that it is entitled to provide such information and any photography, artwork, literature or other material to the Consultancy for its use without recourse to any third party.

12.2 The Client shall indemnify and keep indemnified the Consultancy (including its directors, officers and employees) from and against all direct losses, damages, costs, expenses (including legal costs and expenses) and liabilities 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 from the infringement of the intellectual property rights of any third party or any successful claim for defamation, or in connection with any information or material supplied or specifically approved by the Client, or from any disciplinary action brought against the Consultancy by any person or organisation or from any governmental investigation, proceeding or administrative hearing regarding Services under this Agreement, or from any issue of safety or product liability or the nature, use or performance of the Client's products or services, provided that such liability was not incurred by the Consultancy through any default in performing its obligations under the Agreement.

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

13 Conduct of Claims

13.1 Either party shall notify the other in writing as soon as is reasonably practicable of any claim in respect of which the notifying party may be entitled to claim against the other under clause 11 (the Consultancy's Warranty and Indemnity) or clause 12 (the Client's Warranty and Indemnity).

13.2 The notifying party shall not make any admission or any offer to settle any such claim without prior written approval from the other party, who shall have conduct of any claim falling within the warranties in clause 11 or 12, including (without limitation) the right to compromise any such claim on such terms as it deems appropriate in its absolute discretion.

13.3 The notifying party shall co-operate fully in the defence of any such claim, including (without limitation) the provision of any relevant information or documentation.

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

14 Client's Property

The Consultancy shall take reasonable precautions to safeguard any property belonging to the Client and made available to the Consultancy for the purposes of the Agreement, but in the absence of negligence on the part of the Consultancy it cannot be held responsible for any loss, damage, destruction or unauthorised use of the property. Furthermore the Consultancy shall be entitled to destroy all such material in its custody two years after its creation or delivery to the Consultancy (whichever is later) unless it continues to be used for the purposes of the Agreement.

15 Insurance of Created Work

15.1 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.



15.2 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.

16 Employee Poaching

16.1 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.

16.2 If the Consultancy consents to an employee joining the Client in the circumstances of clause 16.1, the Consultancy may charge a fee in consideration for such consent equivalent to one third of the gross annual salary and any other compensation 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 or her, 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.

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

17 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.

18 Force Majeure

18.1 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.

18.2 Immediately upon becoming aware of any event of force majeure, the affected party shall notify the other party giving details of the event of force majeure, its likely duration and 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. The occurrence of an event of force majeure shall not have the effect of discharging or postponing the affected party's payment obligations under the Agreement.

18.3 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.



19 Compliance with Legislation

19.1 In performing its obligations under the Agreement, each party shall comply with the requirements of all legislation currently in force including, without limitation, the Data Protection Act 1998 and all securities laws and regulations.

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

20 Entire Agreement, Amendment, Waiver

20.1 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 been induced to enter into the Agreement in reliance on, and shall have no remedy in respect of, any representation, agreement or undertaking of any kind (whether negligently or innocently made and whether written or oral) of any person other than as expressly set out in the Agreement. Nothing in this clause shall, however, operate to limit or exclude any liability for fraud.

20.2 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.

20.3 No forbearance, delay or indulgence by either party in enforcing 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 subsequently to enforce all terms and conditions of the Agreement.

21 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 omitted from the Agreement and the remaining terms of the Agreement shall remain in full force and effect.

22 Notices

Any notice to be served on the other party shall be delivered by hand or sent by email or by recorded delivery or registered post. Notices sent by registered post or recorded delivery shall be deemed to be served within 72 hours of posting. In all other cases, notices are deemed to be served on the date of actual receipt. If sent to the correct email address of the addressee in the case of emails..

23 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 Chartered Institute of Public Relations for its recommendations for resolving the dispute or question.

24 Third Parties

A person who is not a party to the Agreement shall have no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Agreement.



25 Interpretation

25.1 “The Agreement” shall include the Schedules and these Standard Terms of Business.

25.2 References to any statute or statutory provision include references to that statute or statutory provision as from time to time amended, extended or re-enacted and to any rules, orders, regulations and delegated legislation made thereunder.

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.

SAMPLE