

## STANDARD TERMS OF BUSINESS

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

### 1. DEFINITIONS

1.1. when the following words with Capital Letters are used in these Terms, they will have the meanings ascribed to them below: -

- a) **Client** means the party identified as the Client in the Letter of Agreement
- b) **Consultancy** means Reverberate Public Relations Limited
- c) **Letter of Agreement** means the letter setting out the agreement for the supply of Services
- d) **Parties** means collectively, the Consultancy and the Client
- e) **Services** means the services that the Consultancy will provide to the Client as set out in the Letter of Agreement
- f) **Terms** means the terms and conditions set out in this document.

1.2. When the words "writing" or "written" are used in these Terms, this will include e-mail unless expressly stated otherwise.

### 2. THE CONTRACT

2.1. These are the terms and conditions on which the Consultancy will supply Services to the Client.

2.2. The Client is requested to read these Terms carefully, and check that the details on the Letter of Agreement and in these Terms are complete and accurate, before it signs and submits the Letter of Agreement. If there is a mistake, or the Client requires any changes, please contact the Consultancy to discuss. The Consultancy will confirm any changes in writing to the Client to avoid any confusion between the Parties

2.3. When the Client signs and submits the Letter of Agreement to the Consultancy, this does not mean the Consultancy has accepted the Client's Letter of Agreement for the Services. The Consultancy's acceptance of the Letter of Agreement will take place as described in clause 2.4. If the Consultancy is unable to supply the Client with the Services, it will inform the Client of this in writing and it will not commence providing the Services.

2.4. These Terms will become binding on the Parties when the Consultancy issues the Client with a written acceptance of the Letter of Agreement, at which point a contract will come into existence between the Parties.

- 2.5. If any of these Terms conflict with any term of the Letter of Agreement, the Letter of Agreement will take priority.
- 2.6. The Consultancy shall assign a reference number to the Letter of Agreement and inform the Client of it in the Letter of Agreement. The Client should quote the reference number in all subsequent correspondence relating to the Letter of Agreement and the Services.

### **3. PROVIDING SERVICES**

#### **3.1. The Consultancy will:**

- a) supply the Services to the Client from the date, or for the period set out in the Letter of Agreement.
- b) make every effort to complete the Services on time. However, there may be delays due to an event of Force Majeure or other event outside the Consultancy's control.
- c) need certain information from the Client that is necessary to provide the Services. In the event that the Client does not provide such information after being asked by the Consultancy, or provides incomplete or incorrect information, the Consultancy may
  - i. make an additional charge of a reasonable sum to cover any extra work that is required;
  - ii. suspend the Services by giving written notice to the Client.

and the Consultancy will not be liable for any delay or non-performance where such information has not been provided. If Services are suspended under this clause 3.1(c), the Client will not have to pay for the Services while they are suspended, but this does not affect the Client's obligation to pay for any invoices already issued.

- 3.2. In the event payment is not made by the Client of any outstanding invoice for the Services as set out in clause 9.3, the Services may be suspended with immediate effect until the outstanding amounts are paid, subject to clause 9.4. This does not affect the right to charge interest under clause 8.2.

### **4. CO-OPERATION**

The Consultancy will co-operate fully with the Client and take the initiative in offering advice and providing the 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.

**5. CONSULTANCY STATUS**

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

**6. EXCLUSIVITY**

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

**7. DISBURSEMENTS AND EXPENSES**

7.1. 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) Print
- e) Direct mail
- f) Entertainment
- g) Evaluation
- h) Exhibition and display materials
- i) External Film production
- j) Market research
- k) Media monitoring
- l) Newspapers and magazine subscriptions
- m) Photocopying and stationery
- n) External photographers
- o) Postage and packaging
- 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

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

## **8. PAYMENT TERMS**

- 8.1. All sums payable under the Agreement shall be paid in full without deduction, withholding, counterclaim or set-off and are exclusive of VAT and any other duty or tax which shall be payable by the Client. The Consultancy may at any time, without limiting its other rights or remedies, set off any amount owing to it by the Client against any amount payable by the Consultancy to the Client.
- 8.2. 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.
- 8.3. 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.
- 8.4. 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 relevant edition of the Financial Times.

## **9. PRICE AND PAYMENT**

- 9.1. The price of the Services will be set out in the Letter of Agreement.
- 9.2. These prices include VAT. However, if the rate of VAT changes between the date of the Agreement and the date of delivery or performance, The Consultancy will adjust the rate of VAT that the Client pay, unless the Client has already paid for the Services in full before the change in the rate of VAT takes effect.
- 9.3. Where the Consultancy is providing Services to the Client, the Consultancy may ask the Client to make an advance payment of 25% of the price of the Services. The Client's rights to a refund on cancellation are set out in clause 10. The Consultancy will invoice the Client for the balance of the Services on or any time after the Consultancy has performed the Services OR the Consultancy will invoice the Client monthly in arrears for the Services until the Services are completed. Each invoice will quote the order number. The Client must pay each invoice in cleared monies within 30 calendar days at the date of invoice by electronic transfer or cheque.

9.4. However, if the Client disputes an invoice in good faith and contacts the Consultancy to let the Consultancy know promptly after the Client have received that invoice, clause 8.2 will not apply for the period of the dispute.

## **10. AMENDMENT**

10.1. Subject to clause 26.2 the Client may request a change to the Services by contacting the Consultancy in writing. Where this means a change in the total price of the Services, the Consultancy will notify the Client of the amended price in writing.

10.2. Any request by the Client to amend the Services, agreed in accordance with clause 26.2 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 amendment and which cannot be recovered by the Consultancy. The Client shall pay the Consultancy's fees covering the amended Services, as well as any charges raised by third parties arising from the amendment, and shall assume the Consultancy's liability under all contracts the Consultancy is unable to cancel.

10.3. The Consultancy at its sole discretion may revise these Terms from time to time, for any reason, including but not limited to the following circumstances:

- a) changes in how the Consultancy accept payment from the Client; or
- b) changes in relevant laws and regulatory requirements.

10.4. If the Consultancy has to revise these Terms under clause 10.3, the Consultancy will give the Client at least one month's written notice of any changes to these Terms before they take effect. The Client can choose to cancel the contract in accordance with clause 18.7.

## **11. AMENDMENTS TO CREATED WORK AND ALTERNATIVE USE OF WORK**

11.1. The expression "Created Work" in this and the following clauses shall mean work created for the Client pursuant to the Agreement.

11.2. 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. 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.

## **12. COPYRIGHT AND INTELLECTUAL PROPERTY RIGHTS IN CREATED WORK**

- 12.1. All Intellectual Property Rights in, or arising out of or in connection with the Services including the Created Work, shall be owned by the Consultancy unless otherwise agreed between the parties.
- 12.2. The Consultancy may use any of the Created Work for its own internal purposes or in the promotion of the Consultancy.
- 12.3. In the event of the assignment of any Intellectual Property rights in the Created Work by the Consultancy to the Client, and where 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
- 12.4. Notwithstanding any assignment of rights, the Consultancy may use any of the Created Work for its own internal purposes or, with the Client's prior consent (which shall not be unreasonably withheld or delayed), in the promotion of the Consultancy.
- 12.5. Notwithstanding anything in this 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 this 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.
- 12.6. The provisions of this clause shall survive the expiry or termination of the Agreement.

## **13. CONFIDENTIAL INFORMATION**

- 13.1. 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.
- 13.2. The Consultancy shall where so requested by the Client impose equivalent obligations of confidentiality on its own personnel and use its best endeavours to 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.

13.3. For the avoidance of doubt, the restrictions in this Clause shall not prevent:

- a) the disclosure or use of information in the proper performance of the Consultancy's duties;
- b) the disclosure of information if required by law;
- c) 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
- d) the disclosure of information which is already in the public domain otherwise than through unauthorised disclosure by the Consultancy.

13.4. 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.

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

#### **14. THE CONSULTANCY'S WARRANTY**

14.1. 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.

#### **15. LIMITATION OF LIABILITY**

15.1. Nothing in these Conditions shall limit or exclude the Consultancy's liability for:

- a) death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;
- b) fraud or fraudulent misrepresentation; or
- c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).

15.2. Subject to Clause 15.1; the Consultancy shall under no circumstances whatsoever be liable to the Client whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for:

- a) 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
- b) any loss or damage suffered by the Client arising out of 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
- c) any loss of profit, or any indirect or consequential loss arising under or in connection with the Agreement, whether or not such loss was foreseeable.

15.3. 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 written request.

15.4. The terms implied by sections 3 to 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.

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

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

## **16. THE CLIENT'S WARRANTY AND INDEMNITY**

16.1. 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.

16.2. 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 from the infringement of the intellectual property rights of any third party or any successful claim for defamation, 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.

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



## 17. DATA PROTECTION

- 17.1 The Consultancy is registered as a data controller with the Information Commissioner's Office, which is the regulator for data protection and the Consultancy's nominated representative for the purposes of GDPR is Philip Gibson for the purposes of the EU General Data Protection Regulation (GDPR).
- 17.2 Personal Information which the Client provides to the Consultancy may be used in a number of ways, for example:
- Marketing and advertising services on the Customer's behalf
  - Promoting the Consultancy's services
  - Maintaining the Consultancy's accounts and records
  - Supporting, training and managing the Consultancy's staff.
  - Complying with the Consultancy's professional, legal and regulatory obligations.
- 17.3 The Consultancy may, if relevant to the Client's instructions, share the Client's information with, amongst others, contractors, suppliers, service providers, social media platforms, government departments and agencies. Generally, this information is shared in order to assist the Client with its instructions, although the Consultancy may also share it with professional bodies that audit or regulate the Consultancy's business or where it is necessary to do so by law.
- 17.4 For further information on how the Client's information is used, how the Consultancy keeps that information and the Client's rights to access the information held by the Consultancy, please see the Consultancy's privacy policy at [www.reverberate-pr.co.uk](http://www.reverberate-pr.co.uk)**

## 18. TERMINATION

- 18.1. Without limiting its other rights or remedies, the Consultancy may terminate this Agreement at any time and for any reason on giving the Client reasonable notice in writing.
- 18.2. Without limiting its other rights or remedies, the Client may terminate the Agreement at any time and for any reason, after an initial period of 3 months, by giving the Consultancy at least one month's written notice.
- 18.3. 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 advertising materials in any media whose dates fall within the notice period.
- 18.4. Without limiting its other rights or remedies, either party may terminate the Agreement with immediate effect by giving written notice to the other party if:

- a) the other party commits a material breach of any term of the Agreement and (if such a breach is remediable) fails to remedy that breach within 30 days of that party being notified in writing to do so;
- b) the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986 or (being a partnership) has any partner to whom any of the foregoing apply;
- c) the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors [other than (where a company) for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party];
- d) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other party (being a company) other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
- e) the other party (being an individual) is the subject of a bankruptcy petition or order;
- f) a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days;
- g) an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the other party (being a company);
- h) the holder of a qualifying floating charge over the assets of that other party (being a company) has become entitled to appoint or has appointed an administrative receiver;
- i) a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party;
- j) any event occurs or proceeding is taken with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 13.3b to clause 13.3i (inclusive);

- k) the other party suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business;
- l) the other party's financial position deteriorates to such an extent that in the Consultancy's opinion the Client's capability to adequately fulfil its obligations under the Agreement has been placed in jeopardy; or
- m) the other party (being an individual) dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his own affairs or becomes a patient under any mental health legislation.

18.5. Without limiting its other rights or remedies, the Consultancy may terminate the Agreement with immediate effect by giving written notice to the Client if the Client fails to pay any amount due under this Agreement on the due date for payment and fails to pay all outstanding amounts within 14 days after being notified in writing to do so.

18.6. Without limiting its other rights or remedies, the Consultancy may suspend provision of the Services under the Agreement or any other contract between the Client and the Consultancy if the Client becomes subject to any of the events listed in clause 17.3b to clause 17.3m, or the Consultancy reasonably believes that the Client is about to become subject to any of them, or if the Client fails to pay any amount due under this Agreement on the due date for payment.

18.7. Notwithstanding clause 18.1, if the Consultancy is affected by any event in Clause 24 changes these Terms under clause 10.3 to the Client's material disadvantage, the Client shall have the right to terminate the Agreement by giving at least one month's notice in writing.

## **19. CONSEQUENCES OF TERMINATION**

19.1. On termination of the Agreement for any reason:

- a) the Client shall immediately pay to the Consultancy all of the Consultancy's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, the Consultancy shall submit an invoice, which shall be payable by the Client immediately on receipt.
- b) 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 termination and which cannot be recovered by the Consultancy, including any charges raised by third parties arising from the termination, and where the Client has terminated the Agreement, shall assume the Consultancy's liability under all contracts the Consultancy is unable to cancel.

- c) the Client shall return all materials supplied to the Client in connection with the Agreement which have not been fully paid for. If the Client fails to do so, then the Consultancy may enter the Client's premises and take possession of them. Until they have been returned, the Client shall be solely responsible for their safe keeping and will not use them for any purpose not connected with this Agreement;
- d) On satisfaction by the Client in full of its obligations in Clause 18, 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.
- e) the accrued rights, remedies, obligations and liabilities of the parties as at expiry or termination shall be unaffected, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination or expiry;
- f) 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. In the event that the parties cannot agree additional compensation the parties will adopt the Dispute Resolution process set out in the Standard Terms of Business.

19.2. Where the Client has paid sums in advance and the Services have not been provided at the date of termination, the Consultancy will refund to the client the balance of the advance sums after deducting all sums due under clause 19.1.

19.3. Clauses which expressly or by implication survive termination shall continue in full force and effect.

## **20. 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.

## **21. INSURANCE OF CREATED WORK**

Created Work shall at all times be insured by the Client against loss or damage.

## **22. EMPLOYEE POACHING**

- 22.1. 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.
- 22.2. If the Consultancy consents to an employee joining the Client in the circumstances of Clause 21, the Consultancy may charge a fee in consideration for such consent equivalent to one third of the 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, 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.
- 22.3. The provisions of this clause shall survive the expiry or termination of the Agreement.

## **23. ASSIGNMENT**

- 23.1. 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.
- 23.2. The Consultancy may transfer the Consultancy's rights and obligations under these Terms to another organisation, and the Consultancy will always notify the Client in writing if this happens, but this will not affect the Client's rights or the Consultancy's obligations under these Terms.

## **24. FORCE MAJEURE**

- 24.1. 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.
- 24.2. 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.

- 24.3. 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.
- 24.4. The Consultancy may have to suspend the Services if The Consultancy have to deal with technical problems [or to make improvements agreed between the Client and the Consultancy in writing to the Services]. The Consultancy will contact the Client to let the Client know in advance where this occurs, unless the problem is urgent or an emergency. The Client does not have to pay for the Services while they are suspended under this clause 24.4 but this does not affect the Client's obligation to pay for any invoices the Consultancy has already sent the Client.

## 25. EVENTS OUTSIDE THE CONSULTANCY'S CONTROL

- 25.1. An event of force majeure means any act or event beyond the Consultancy's reasonable control [including without limitation strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, or failure of public or private telecommunications networks] **(an Event Outside the Consultancy's Control)**.
- 25.2. If an Event Outside the Consultancy's Control takes place that affects the performance of the Consultancy's obligations under these Terms:
- a) The Consultancy will contact the Client as soon as reasonably possible to notify the Client; and
  - b) The Consultancy's obligations under these Terms will be suspended and the time for performance of the Consultancy's obligations will be extended for the duration of the Event Outside the Consultancy's Control. Where the Event Outside the Consultancy's Control affects the Consultancy's performance of Services to the Client, the Consultancy will restart the Services as soon as reasonably possible after the Event Outside the Consultancy's Control is over.
- 25.3. The Client may cancel the contract if an Event Outside the Consultancy's Control takes place and the Client no longer wishes the Consultancy to provide the Services. The Consultancy will only cancel the contract if the Event Outside the Consultancy's Control continues for longer than four weeks.

**26. ENTIRE AGREEMENT, AMENDMENT, WAIVER**

- 26.1. 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.
- 26.2. 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.
- 26.3. 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.
- 26.4. If the Consultancy fails to insist that the Client performs any of the Client's obligations under these Terms, or if the Consultancy does not enforce its rights against the Client, or if the Consultancy delays in doing so, that will not mean that the Consultancy has waived the Consultancy's rights against the Client and will not mean that the Client does not have to comply with those obligations. If the Consultancy does waive a default by the Client, the Consultancy will only do so in writing, and that will not mean that the Consultancy will automatically waive any later default by the Client.
- 26.5. The Consultancy will not give the Client's personal data to any [other] third party.

**27. COMPLAINTS**

- 27.1. Any complaint by the Client in relation to the services provided by the Consultancy under the Agreement should be made in writing to the Consultancy in the first instance, setting out the details of the complaint. The Consultancy shall respond to the Client in writing within 7 days of receipt of any such complaint.
- 27.2. If the complaint cannot be resolved between the parties the Client can raise a complaint with the Chartered Institute of Public Relations (CIPR). Details of the complaints procedure can be found in the CIPR Code of Professional Conduct available at [www.cipr.co.uk](http://www.cipr.co.uk).

**28. 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.

## **29. 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 email or fax within 24 hours if sent to the correct e-mail or fax address of the addressee.

## **30. GOVERNING LAW**

The Agreement is governed by and is to be construed in accordance with the laws of England and Wales.

## **31. THIRD PARTY RIGHTS**

No one other than a party to this Agreement, their successors and permitted assignees, shall have any right to enforce any of its terms.

## **32. DISPUTE RESOLUTION**

32.1. Any dispute, controversy or claim arising out of or relating to the Agreement, including any question regarding its breach, existence, validity or termination or the legal relationships established by this Agreement, shall be finally resolved by arbitration. It is agreed that:

- a) arbitration will be conducted by a single, independent arbitrator, who will be [insert qualifications, such as a member of the Chartered Institute of Public Relations];
- b) in default of the parties' agreement as to the arbitrator(s), the appointing authority shall be the [LCIA] [Chartered Institute of Arbitrators in London];
- c) the seat of arbitration shall be such place as the parties may agree;
- d) The law and language governing this arbitration agreement shall be English.