



STANDARD TERMS AND CONDITIONS OF BUSINESS

Please read these Terms and Conditions of Business, and make sure they are appropriate and address all your requirements. If you are uncertain about any of the provisions, please contact us.

Application: These Terms and Conditions apply to the supply of any and all services provided by Kenyon Fraser Limited (Kenyons) to the Client. By requesting us to supply services, you the Client agree to be bound by the Terms and Conditions.

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. Entertainment
- e. Evaluation
- f. Media monitoring
- g. Newspapers and magazine subscriptions



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- h. Photocopying and stationery
- i. Postage and packaging, telephone and telecommunications
- j. Special events, meetings, conferences etc
- k. Specialist IT software
- l. Storage
- m. Trade mark search reports and related charges
- n. Travel, accommodation and subsistence
- o. Venues

All materials and services purchased from third party suppliers on behalf of the Client will be charged 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.

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



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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 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 may on the Client's written request, and by specific agreement, agree a fee, if any, to undertake 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 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.



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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 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;

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 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:



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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 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.

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.



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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 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.

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.



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



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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 Chartered 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.



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