



Standard Terms & Conditions of Business

THIS AGREEMENT is dated xx/xx/xx

PARTIES

1) Strategic Marcomms Consultancy Limited incorporated and registered in England and Wales with company number 09333908 whose registered office is at Kingfisher House, Hurstwood Grange, Hurstwood Lane, RH17 7QX (hereafter referred to as “the **Consultancy**”)

2) [Company] whose company registration number is [Company Number] and whose registered office address is [Registered Office Address] (hereafter referred to as “the **Client**”)

Definitions

- Commencement Date: xx/xx/xx
- Proposal: Submission of recommended services with associated costs
- Deliverables: As outlined in the Proposal; to include but not limited to all plans, marketing collateral, website copy, press releases and blog content.

1. Terms of Engagement

1a. The Client engages the Consultancy to provide the Services outlined in the Proposal subject to the terms of this Agreement. Acceptance of the Proposal and all subsequent Proposals must be provided by the Client in writing.

1b. This Agreement will commence on the Commencement Date and will continue in effect in accordance with the Proposal or until terminated by either party under the terms of this Agreement.

1c. The Consultancy warrants to the Client that the Services will be provided in accordance with good industry practice.

1d. The Title/Copyright in any Deliverables shall not pass to the Client until the Consultancy has received payment in full regarding the Services.

1e. If the Consultancy is unable to provide the Services due to illness or injury the Consultancy shall advise the Client of that fact as soon as reasonably practicable. For the avoidance of doubt, no fee shall be payable in respect of any period during which the Services are not provided.

2. Professional Fees

2a. In consideration of the Services to be rendered by the Consultancy, the Client shall pay the Consultancy the total amount of the Fees payable by the invoice Due Date.

2b. The Fees in each Proposal are calculated on the estimated time required for the Consultancy to deliver the Services. If the scope of the Services changes, or additional services are requested by the Client so as to involve changes in the agreed workload, the Consultancy reserves the right to vary the Fees to take such changes into account after obtaining the Client’s written approval for any changes.

2c. The Consultancy will not be required to make advance payments or enter into financial commitments on behalf of the Client.

3. Client Obligations

3a. The Client shall provide the Consultancy with such information and materials as the Consultancy may reasonably require in order to supply the Services, and ensure that such information is accurate in all material respects and that information isn't in any way defamatory or infringes third party rights.

4. Payment Terms

4a. Subject to any specific provisions regarding payment terms in the Proposal, the Consultancy may invoice the Client for payment halfway through delivery of the agreed services. Such delivery timelines will be outlined in the Proposal.

4b. The Company shall within 15 days of receipt of an invoice submitted, pay to the Consultant Company the appropriate consultancy fee. A Due Date will be included on the invoice.

4c. Fees must be paid by BACS. Details of which will be on the invoice.

4d. If any invoice or payment due under this Agreement remains unpaid after the Due Date, the Consultancy will be entitled, without limiting any other rights it may have, to:

- (i) charge the Client interest on the sum outstanding (both before and after any judgement) at the rate of 8% over Bank of England base rate per annum. Interest will accrue on a daily basis; and/or
- (ii) suspend the provision of the Services until such time as payment in full is made

5. Confidentiality

5a. Both Parties shall keep in strict confidence all technical or commercial know-how, specifications, processes or initiatives which are of a confidential nature and have been disclosed to the receiving party by the other party. The receiving party may disclose such of the disclosing party's confidential information as is required to be disclosed by law, any governmental or regulatory authority or by a court of competent jurisdiction.

5b. All plans, proposals, materials and concepts created by the Consultancy are confidential and of commercial value. The Client will not, during or after the termination of this Agreement, without permission make use of or disclose such information to any other person or company, unless such information has been developed specifically for the Client under this Agreement and paid for within the fees.

5c. The Client acknowledges the Consultancy's right to use any general information regarding the Client's products or services which it has gained in the performance of the Services and any information which is or becomes publicly available. The Consultancy may also disclose in any promotional or advertising literature that it is engaged by the Client to provide public relations services.

5d. Privacy Information: In compliance with the General Data Protection Regulations, any identifiable personal information shared with the Consultancy will be kept under strict confidence, hosted in a secure environment and not shared with any third party unless at the written request of The Client. The Client's personal information will be kept on file for up to one year post closure of a project and then removed from The Consultancy's system until such time as The Client re-engages with The Consultancy.

6. Force Majeure

6a. For the purposes of this Agreement, "Force Majeure Event" means an event beyond the reasonable control of the Consultancy including but not limited to, failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, fire, flood or storm. The Consultancy shall not be liable to the Client as a result of any delay or failure to perform its obligations under this Agreement as a result of a Force Majeure Event.

7. Insurance and Liability

7a. The Consultancy shall have liability for any loss, liability or costs (including reasonable legal costs) incurred by the Client in connection with the provision of the Services and shall accordingly maintain in force during the Engagement full and comprehensive Insurance Policies in respect of the provision of the Services.

7b. The Consultancy shall indemnify and hold the Client harmless from all claims and all direct, indirect or consequential liabilities (including loss of profits, loss of business, depletion of goodwill and similar losses), costs, proceedings, damages and expenses (including legal and other professional fees and expenses) awarded against, or incurred or paid by, the Client as a result of or in connection with any:

- (i) breach of duty of care;
- (ii) libel, slander or defamation;
- (iii) breach of confidentiality;
- (iv) breach of contract

7c. The Client shall indemnify and keep indemnified the Consultancy against any and all proceedings, claims and all direct and indirect damages, losses, expenses or liabilities which the Consultancy may incur or sustain in connection with or arising from any information, representation, reports, data or material supplied, prepared or specifically approved by the Client including but not limited to proceedings under the Trade Descriptions Act 1968, the Consumer Protection for Unfair Trading Regulations 2008 and the Business Protection from Misleading Marketing Regulations 2008. Such material shall include, but not be limited to, press releases, articles, copy, scripts, artwork, detailed plans and programmes.

8. Termination

8a. Subject to any provisions regarding termination in the Proposal, the Engagement Agreement and Services within the Proposal shall continue in force unless and until terminated by either party giving to the other at any time reasonable written notice. For the avoidance of doubt, written notice can be given in the form of email.

8b. In the event of termination of a Proposal or this Agreement for whatever cause, the Client will be liable to immediately pay to the Consultancy all amounts due to the Consultancy in respect of Fees, costs, expenses, charges and disbursements incurred under this Agreement.

9. Governing Law and Jurisdiction

9a. This agreement shall be governed by and construed in accordance with the law of England and Wales.

9b. Each party irrevocably agrees to submit to the exclusive jurisdiction of the courts of England and Wales over any claim or matter arising under or in connection with this agreement

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

SIGNED on behalf of [company] _____

FULL NAME _____

DATED _____