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ADVERTISING

AGREEMENT

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These notes do not form part of the

- (1) Please read the document accompanying this template.

Services

- (2) The list of services required to be set out in [the] Schedule [1]. You will need to select from these as appropriate.
- (3) In relation to market research, the [the] Schedule [1] only includes the tasks of *proposing and implementing* such activity useful to the Client in promoting the Client's Business. It does not include *arranging or carrying out* any market research, but it does include Clause 14.

Charges

- (4) Alternative bases for charging (for market research) are set out in Clause 14. It does not *arranging or carrying out* any market research activities are dealt with separately in Clause 14.
- (5) Charges for *arranging and implementing* research activities are dealt with separately in Clause 14.
- (6) Charges for any other services set out in [the] Schedule [1] as "Services" are covered by Clause 15.

Exclusivity

- (7) Clause 7.1 prevents the Client from entering into work of a similar type to that of the Agency prevent your Client from using the "Services" during the term of the Agency Agreement. Clause 7.2 and in that case you should include Clause 7.3. If payment for Services is in the form of commission, you should also include the second paragraph under "Commission" in Clause 15.

Copyright

- (8) Clause 21 deals with intellectual property in various materials in a particular way. However, you should consider whether this best suits your needs. For example, you might instead provide for the Client to your Client rather than, as is provided in this Clause, as to the Client.

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THIS AGREEMENT is dated and of

BETWEEN:

- (1) <<Name of Advertising Agency>> Company registered in <<Country of Registration>> under number <<Company Registration Number>> whose registered office is at <<Registered Office Address>> (hereinafter known as the "Company"); and
- (2) <<Name of Client>> Limited, a company registered in <<Country of Registration>> under number <<Company Registration Number>> whose registered office is at <<Registered Office Address>> (hereinafter known as the "Client")

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WHEREAS:

- A. The Client's business comprises <<Description of Client's Business>>.
- B. The Company is in the business of providing advertising services relating to the promotion of UK based enterprises, and advertising and services in the UK.
- C. The Client wishes the Company to provide advertising services to the Client, and the Company is willing to provide such services on and subject to the terms of this Agreement.

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1. Definitions and Interpretation

1.1 In this Agreement, unless otherwise requires, the following expressions have the following meanings:

"Advertising" means any advertising copy produced by the Company for the Client in connection with the Client's business;

"Advertising Regulator" means the Advertising Standards Authority ("ASA") and any other statutory or regulatory body responsible for the regulation of advertising;

"Advertising Regulation" means the code of practice, adjudication, arbitration or rule of any Advertising Regulator;

"Agency Material" means any material created during the Term by the Agency in connection with Client's advertising;

"Agreement" means this Agreement, including its Schedule[s];

"Client Approval" means the written approval in writing of the Company's work by a person authorised by the Client, or the written approval of such person in writing after oral approval;

"Client's Business" means the Client's products and services [and its associated services];

"Commencement" means the date on which <<Commencement Date>>;

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Date”

“Commissioned Material”

“Data Protection Legislation”

“Existing Material”

“Fee”

“Force Majeure”

“Independent Auditor”

“Initial Period”

“Moral Rights”

“Records”

“Rights”

“Services”

“Term”

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Commissioned by the Company and
during the Term by third

legislation in force from time to
Kingdom applicable to data
including, but not limited to, the
EU law version of the General
on ((EU) 2016/679), as it forms
and Wales, Scotland, and
e of section 3 of the European
2018); the Data Protection Act
made thereunder); and the
Communications Regulations

ected by Rights, created by a
ce at the time Company wishes
Advertising;

>, payable for each Year

d a Party’s reasonable control,
ed to: power failure, internet
industrial action, civil unrest,
quakes, acts of terrorism, acts
tion or any other event that is
ontrol of the Party in question;

d and independent auditor;

ed in Clause 3;

ed in Part I, Chapter IV of the
Patents Act 1988 and any
nywhere in the world;

records of the Company of
e by the Client under this
nably necessary to enable the
penditure, including (but not
of Advertising appearing in
eed media schedule;

ade mark or other intellectual
any application for registration

e Company is to carry out for
he] Schedule [1] (not including
ket research);

he Commencement Date until
reement;

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“Working Day”

(other than a Saturday or a Sunday) on which the banks in the City of London are open

“Year”

any period of twelve months during which the first day of which begins on the

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1.2 Unless the context of this Agreement requires otherwise, any reference in this Agreement to a Clause or sub-Clause shall be construed as a reference to that Clause or sub-Clause of this Agreement.

1.3 The headings used in this Agreement are for convenience only and shall not affect the interpretation of the provisions of this Agreement.

1.4 Words signifying the singular shall include the plural and vice versa.

1.5 References to any gender shall include the other gender.

2. Agreement of Company to provide Services to Client

Agency

The Client appoints the Company to provide the Services to the Client in accordance with this Agreement.

and the Company agrees to provide the Client's Business during the Term in accordance with this Agreement.

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3. Term of Appointment

This Agreement shall commence on the Appointment Date and unless terminated sooner by either party under Clause 3.1, it shall continue in full force and effect for <<Insert Number of Months>> months (the “Initial Period”) unless and until terminated by either party giving <<Insert Number of Months>> months’ notice in writing to the other party such notice to be given at the end of the Initial Period.

4. Company Services

4.1 In order to provide the Services described in Clause 1.1, the Company will perform for the Client the Services using due diligence at all times.

4.2 The Company will employ staff with appropriate experience and seniority to provide the Services. The Company may replace any of them with alternative staff with equivalent experience.

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5. Co-operation

5.1 The Client shall co-operate with the Company and provide it, at its request, with such information concerning the Client's requirements in respect of the Services as is necessary so that the Company can perform the Services. The Client's Business are accurate and complete.

5.2 The Company will co-operate with the Client and use reasonable care and skill to make the Agency Services available to the Client as can be expected from a

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competent advertising agency or the Client meeting its obligations under Sub-Clause 5.

the Client meeting its obligations

6. Company's Status

The Company acts in all its

at law.

7. Other Appointments

7.1 During the Term the Company (not to be unreasonable) provide services which are the same or similar to the

out the Client's written agreement () provide services which are the

7.1.1 To a direct manager of the Client; or

Client; or

7.1.2 In respect of any product or service which is similar to any product or service which is part of the Client's Business.

which is similar to any product or service which is part of the Client's Business.

7.2 [During the Term the Company shall not appoint any other outside agency to provide any of the Services in respect of which sub-clause 27.6 below applies]

other outside agency to provide any of the Services in respect of which sub-clause 27.6 below applies

8. Approvals and Authority

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8.1 The Company shall not be liable for any delay due to the Client failing to provide Client Approval of

any delay due to the Client failing to provide Client Approval of

8.2 The Company shall, for the purpose of approval of its campaign or project plans, submit to the Client for approval:

approval of its campaign or project plans, submit to the Client for approval:

8.2.1 Copy, layouts and/or scripts;

and/or scripts;

8.2.2 Media schedules and other facilities; and

other facilities; and

8.2.3 Estimates or quotations for the advertising and other services covered by the terms of payment.

Estimates or quotations for the advertising and other services covered by the terms of payment.

8.3 Client Approval of copy and purchase production proofs will be authority for the Company to

will be authority for the Company to purchase production proofs. Client Approval of proofs

8.4 [Client Approval [of copy] with estimates or quotations of the production cost for [production] [and] [design] contracts [and] [recordings] will be authority for the Company to transact

[copy] with estimates or quotations of the production cost for [production] [and] [design] contracts [and] [recordings] will be authority for the Company to transact

8.5 Client Approval of copy and estimates will be authority to the Company to make contracts for space, time and other facilities under the terms of payment.

estimates will be authority to the Company to make contracts for space, time and other facilities under the terms of payment.

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8.6 The Company will provide for the Client the benefit of changes in either the estimated costs of Advertising or work in progress for which the Company has Client

9. Changes to Work in Progress

9.1 The Client may request the Company to cancel or amend any and all plans, schedules or work in progress. The Company will take reasonable steps to comply with any such request, provided that it can do so within its contractual obligations to media

9.2 Where there is any amendment to the Company for an amendment the Client will reimburse the Company for any loss or expense which it incurs to which it is committed. The Client shall also be liable for remuneration covering the cancelled or amended Services and any other charges imposed arising from the cancellation or amendment.

10. Remuneration

[10.1 Fee

The Client shall pay the Company for the Services for each Year, payable in equal monthly instalments. This shall be in addition to all payments for production and/or media

OR

[10.1 Time Charges

The Client shall pay the Company's charges calculated using the hourly charge-out rate of the Company on or before the date of this Agreement but the total for each Year shall not exceed £<<Insert Figure>>. This will be in addition to all payments for production and/or media.]

OR

[10.1 Commission

The Client shall pay the Company's charges calculated as follows. The Company shall include in its accounts for each Year a commission of <<Insert Percentage>>% on the net cost of the Company (the "Agreed Commission") (equivalent to <<Insert Percentage>>% of the gross cost) of all [media] [and production] [and other services] on the Client's account.

[Payments of Agreed Commission shall be made to the Client on or before the date of the service of notice to terminate this Agreement shall be in accordance with the provisions of Clause 27.6.]

[The Company's total commission for each Year will not be less than £<<Insert Figure>>. If the Commission for the Agreed Commission in respect of the Accounts is less than the Agreed Commission, the Client will pay the Company the difference between the Commission and the Agreed Commission. If the Commission is more the Company will retain the difference. If the Term of the Agreement is for more than one Year, this provision shall apply pro

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[10.2 Payment by Results

In addition to the a performance related on or before the d performance criteria

ent shall also pay the Company with the scheme agreed in writing where the Company meets the

11. Media Space and Time C

Media charges will be ba media.

ished rates for Advertising in all

12. Discounts and Rebates

The Company shall pass from handling the Client's

counts and rebates it may receive ement.

13. Materials, Services and D

13.1 The Company will in the Company has performing the Service

ct of the following costs for which al and which it has incurred in

13.1.1 The cost of [including artv

quired to produce the Advertising rint work].

13.1.2 Production co and display m promotion ma and] agreed b

paration of [packaging, exhibition etters, product publicity and other] ed or suggested by the Company

13.1.3 All costs inc publishers an Client [in carr

f advertising material to or from special deliveries incurred for the nd to safeguard its interests].

13.1.4 All costs inc searches or e

other advice and undertaking any e parties from time to time;

13.1.5 Travel and ho place at the r miles from th personnel tra of providing th

ny personnel when attending any side a radius of <<Insert Figure>> th the exception of any Company es required in the ordinary course

13.1.6 Any other ite

rties in writing.

14. Market Research Service

Where any market resea data to use for advertising services will not be as pr between the Company and include background studie acceptance, and projects published.]

carried out for the Client [to obtain the Company's charges for those t will instead be agreed in writing Such research to gather data may mer attitudes, consumer product ct of advertising that has been

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15. Other Services

The terms of remuneration included in [the] Schedule [1]. Certain activities are not included in the "Services", and charges for such activities provided in Clause 14. Charges for any other services required in the "Services" will be the subject of a separate remuneration agreement.

es included in the Services listed in the Schedule [1]. Certain activities are not included in the "Services", and charges for such activities provided in Clause 14. Charges for any other services required in the "Services" will be the subject of a separate remuneration agreement.

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16. Value Added Tax

VAT will be included at the appropriate rate on Company invoices, where appropriate, at the rate prevailing at the time of issue.

VAT will be included at the appropriate rate on Company invoices, where appropriate, at the rate prevailing at the time of issue.

17. Evaluation

The parties will carry out a mutual evaluation of their relationship every <<Insert Number of Months E.g. 6 Months>> including (without limitation) the performance of staff of the Client engaged on the Services then agreed to, and the remuneration or any other charges shall be agreed in writing, and in the absence of such agreement, the terms in place at the time of the evaluation will continue to apply.

The parties will carry out a mutual evaluation of their relationship every <<Insert Number of Months E.g. 6 Months>> including (without limitation) the performance of staff of the Client engaged on the Services then agreed to, and the remuneration or any other charges shall be agreed in writing, and in the absence of such agreement, the terms in place at the time of the evaluation will continue to apply.

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18. Terms of Payment

18.1 In this clause, where a period is stated to be within a stated period, that period begins when the invoice is issued.

18.1 In this clause, where a period is stated to be within a stated period, that period begins when the invoice is issued.

18.2 *Company [Fees] [Time charges]*
The Company will invoice the Client for [Commission] [monthly] [<<Insert Figure>>] [per month] on the invoice within <<Insert Figure>> days [immediately upon receipt of the invoice].

18.2 *Company [Fees] [Time charges]*
The Company will invoice the Client for [Commission] [monthly] [<<Insert Figure>>] [per month] on the invoice within <<Insert Figure>> days [immediately upon receipt of the invoice].

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18.3 *Production*
The Company will not invoice the Client for production costs on the [first] [last] [<<Insert Figure>>] [of each month] and the Client will pay the invoice within [<<Insert Figure>>] [days] [immediately upon receipt of the invoice] in advance or at the time of production, the Client shall pay the production costs [within [<<Insert Figure>>] [days] [immediately upon receipt of the invoice]].

18.3 *Production*
The Company will not invoice the Client for production costs on the [first] [last] [<<Insert Figure>>] [of each month] and the Client will pay the invoice within [<<Insert Figure>>] [days] [immediately upon receipt of the invoice] in advance or at the time of production, the Client shall pay the production costs [within [<<Insert Figure>>] [days] [immediately upon receipt of the invoice]].

18.4 *Media*
The Company will invoice the Client for media costs on the [first] [last] [<<Insert Figure>>] [of each month] for any media committed since the previous invoice [immediately upon presentation] [within [<<Insert Figure>>] [days] [immediately upon receipt of the invoice]].

18.4 *Media*
The Company will invoice the Client for media costs on the [first] [last] [<<Insert Figure>>] [of each month] for any media committed since the previous invoice [immediately upon presentation] [within [<<Insert Figure>>] [days] [immediately upon receipt of the invoice]].

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18.5 The Client may withhold payment of any invoice (or part) if that invoice (or part) is not in accordance with the terms of the invoice, the Client may withhold payment of such invoice, the Client may withhold payment of such invoice, the Client may withhold payment of such invoice.

18.5 The Client may withhold payment of any invoice (or part) if that invoice (or part) is not in accordance with the terms of the invoice, the Client may withhold payment of such invoice, the Client may withhold payment of such invoice, the Client may withhold payment of such invoice.

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18.6 The Company may deduct from any invoice presented to the Client the amount of any invoice/s not paid by the Client on or before the invoice due date at the annual rate of <<Insert Percentage>> per annum. Interest will accrue on a daily basis until the amount is paid in full with all accrued interest.

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18.7 If surcharges are levied against the Company due to late payment by Client, Client shall reimburse Company the amount of such surcharge, together with all interest charged by the supplier in respect of the overdue payment.

18.8 If late copy charges are levied against the Company and such charges do not result from the negligent or wilful act or omission of the Company, the Client shall reimburse the amount of such late copy charges to the Company.

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18.9 If the Company's credit terms are not acceptable for the Client, the Company may revise its terms of payment for advertising [ask for payments in advance of media bookings] [or require prepayment of all fees from the Client]. If it is not possible to resolve the matter, the Company will have the right of termination set out in Clause 18.10.

18.10 Subject to Clause 18.9, the Client shall pay to the other without set-off or counterclaim all monies which are due to it from the other party.

19. Audit

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19.1 The Company shall be entitled to audit in respect of all expenditure that is reimbursable by the Client.

19.2 In order to audit the Company's accounts during the Term and for <<Insert Figure>> months after the end of the Term, the Client shall allow the Auditor to inspect all records of the Company, including but not limited to the following: <<Insert List of Records other than confidential records>> directly to the Client.

19.3 For the purpose of an audit, the Client and the Company shall agree the scope of the audit and the Client will give the Company at least <<Insert Number of Days>> days prior written notice of such audit.

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19.4 Unless the Client requests an audit or inspection of its records, the Auditor shall not be more than once during any <<Insert Number of Months>> period.

19.5 If an audit or inspection of the Client's records shows that the Client has been overcharged then the Client shall reimburse to the Client the amount of the overcharge within 14 days of the date of the audit or inspection.

19.6 The Company will give the Auditor all assistance in the carrying out of such audit.

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19.7 [The Client shall make available to the Company all records and accounts relating to any key performance indicators and results payments.]

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20. Media and Suppliers: Bu...ction

- 20.1 The Company's cont... suppliers shall be in accordance with...ual conditions and contracts. The... and the Company shall correspond...various media and other suppliers...tten request the Company shall...conditions.
- 20.2 The Company shall... and skill in the selection and...he agreement of the terms and...t so requests, the Company will...ply for the Client to consider.

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21. Copyright

- 21.1 Upon the Client's w... of the Term, the Company shall...all Rights in the Agency Material...r past infringement, provided that...bligations under the Agreement...d the period of notice). During the...dvertising without the Company's
- 21.2 The Company shall...ours to obtain all usage rights in...nably necessary by the Company]...med reasonably necessary by the...ned.
- 21.3 The Company shall...ours to obtain all usage rights in...necessary by the Company] OR...ed reasonably necessary by the...obtained.
- 21.4 The Company shall...ights in the Agency Material and...s is not possible in respect of any...discuss this with the Client in...sioning contract and proceed as...mmissioned Material, if any shall be...end of the Term provided that the...s under the Agreement subject to...approval of the Client and any...quitable remuneration].
- 21.5 The Client shall be e...tising after the end of the Term [,...nces in respect of Commissioned...ayment of any additional licence
- 21.6 Notwithstanding any...ny shall:

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21.6.1 Be able durin... use the Advertising to the extent...that it consist...

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21.6.2 Be able during the period of promoting the Advertising associated with the Advertising schemes; and

use the Advertising for the purpose of any means and for purposes other than the object of advertising industry awards

21.6.3 Retain the copy of the Advertising in competition with the Advertising presentation by the Company

contained in any presentation made by the Company in the event of the Company's insolvency

22. Ownership and Custody

22.1 All Advertising material provided to the Company will be the Client's property

provided to the Company and paid for by the Client

22.2 The Company will take all necessary steps to ensure that the Advertising materials which the Client provides to the Company (the "Advertising Materials") are clearly marked to identify it as the Client's property.

Advertising Materials which the Client provides to the Company (the "Advertising Materials") are clearly marked to identify it as the Client's property.

22.3 The Company shall destroy the Advertising Materials or return them to the Client on at least <<Insert Figure>> days' notice or, without the Client's prior written consent, destroy it.

Advertising Materials or return them to the Client on at least <<Insert Figure>> days' notice or, without the Client's prior written consent, destroy it.

23. Insurance

23.1 The Company shall procure and maintain policies of insurance covering the Company's obligations and liabilities under the Advertising against loss or damage to the Advertising Materials by fire, theft, existence for the purpose of the Advertising possession and Professional Indemnity of not less than £<<Insert Figure>> p.a.

reputable insurers such policy or policies shall cover the Company's obligations and liabilities under the Advertising but not limited to insurance covering the Advertising Property and items coming into the possession of the Company for the Advertising while in the Company's possession and Professional Indemnity of not less than £<<Insert Figure>> p.a.

23.2 Upon the Client's request and with proper evidence, the Company shall provide the Client with a copy of the policies and continuing compliance with its terms.

Company shall provide the Client with a copy of the policies and continuing compliance with its terms.

23.3 The Client will insure the Advertising Materials (with an individual or aggregate value greater than £<<Insert Figure>> p.a.) between the Company and the Client for the purposes of production or distribution to third parties.

Advertising Materials (with an individual or aggregate value greater than £<<Insert Figure>> p.a.) between the Company and the Client for the purposes of production or distribution to third parties.

24. Confidential Information

24.1 The parties may not disclose without the other's prior written permission any information concerning the other's business, including its business plans, or

disclose without the other's prior written permission any information concerning the other's business, including its business plans, or

24.2 In particular, during the period of the marketing and advertising campaign, the Company will keep confidential all statistics relating to the Client's business with which the Company is working in the course of any work for the Client, including but not limited to confidential all concepts, ideas, rates, projections and other confidential information of the Company.

Company will keep confidential all statistics relating to the Client's business with which the Company is working in the course of any work for the Client, including but not limited to confidential all concepts, ideas, rates, projections and other confidential information of the Company.

24.3 "Information" in sub-Clauses 24.1 and 24.2 means the information referred to in

means the information referred to in

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24.4 The Company shall in addition to the obligations set out in Clauses 24.1 and 24.2 on its own behalf and on behalf of the Client, the Company shall also ensure that all Information has to be disclosed in order to enable the Company to carry out its obligations under this

means equivalent to those in Clauses 24.1 and 24.2 on its own behalf and on behalf of the Client, the Company shall also ensure that all Information has to be disclosed in order to enable the Company to carry out its obligations under this

24.5 For the avoidance of doubt, compliance with this Clause 24 shall not prevent:

24.5 For the avoidance of doubt, compliance with this Clause 24 shall not prevent:

24.5.1 The disclosure of information in the proper performance of the Company's duties

24.5.1 The disclosure of information in the proper performance of the Company's duties

24.5.2 The disclosure of information required by law;

24.5.2 The disclosure of information required by law;

24.5.3 The disclosure of information which has come into the public domain otherwise than as a result of the Company's disclosure; and

24.5.3 The disclosure of information which has come into the public domain otherwise than as a result of the Company's disclosure; and

24.5.4 The Company's obligations to fit any general or marketing or advertising in the course of its appointment.

24.5.4 The Company's obligations to fit any general or marketing or advertising in the course of its appointment.

25. Warranties and Indemnity

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25.1 The Client warrants and represents that all Client's Business Information provided to the Company before and during the Term will be accurate and complete.

25.1 The Client warrants and represents that all Client's Business Information provided to the Company before and during the Term will be accurate and complete.

25.2 The Company warrants and represents that such searches as it may undertake as a result of its knowledge and belief that the Client's Business Information will be original to its Client, the Company shall also ensure that all Information has to be disclosed in order to enable the Company to carry out its obligations under this

25.2 The Company warrants and represents that such searches as it may undertake as a result of its knowledge and belief that the Client's Business Information will be original to its Client, the Company shall also ensure that all Information has to be disclosed in order to enable the Company to carry out its obligations under this

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25.3 The Company warrants and represents that it will be competent and qualified to provide the Services by virtue of its experience or otherwise.

25.3 The Company warrants and represents that it will be competent and qualified to provide the Services by virtue of its experience or otherwise.

25.4 The Company does not warrant or represent that any of the Advertising will be accurate or complete.

25.4 The Company does not warrant or represent that any of the Advertising will be accurate or complete.

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25.5 The parties agree that the Company's liability concerning the Advertising shall be limited to the maximum extent permitted by law.

25.5 The parties agree that the Company's liability concerning the Advertising shall be limited to the maximum extent permitted by law.

25.6 The Company will not be liable for any error in Advertising or delayed publication or non publication of Advertising unless it is due to its default or neglect.

25.6 The Company will not be liable for any error in Advertising or delayed publication or non publication of Advertising unless it is due to its default or neglect.

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25.7 Should either party (including legal costs) in breach of this Agreement, the party shall remain liable to maintain any loss or liability, costs (including legal costs) result of the other's breach of this Agreement, the party shall remain liable to the other subject to Clause 26.

26. Limitation of Liability

26.1 Nothing in this Agreement shall in any way limit the Company's liability for fraud, or for any liability caused by its negligence, or any other liability to the extent that it may not be excluded or limited as a matter of law. Subject to the above, any liability arising under any indemnity under this Agreement shall be limited to the extent of the net assets of the Company at the time of the loss or damage.

26.1.1 Any loss of a contract, business, or profits, savings, or goods shall not be recoverable.

26.1.2 Any special, indirect, or consequential loss or damage of any kind, however arising and whether or not it is foreseeable (including negligence), breach of contract or otherwise, shall not be recoverable unless such loss or damage is foreseeable, and then only to the extent that it is so foreseeable.

26.2 This Agreement shall not limit the Company's obligations and liabilities in respect of the performance of the Services.

27. Termination

27.1 Either party may terminate this Agreement by service of notice in accordance with Clause 3.

27.2 Either party may terminate this Agreement forthwith by notice in writing to the other if the other party is in breach of any provision of this Agreement and, in the case of a breach, fails to remedy such breach within [30] days of receiving full particulars of the breach and of the steps to be taken to remedy the breach.

27.2.1 (being a company) is in material breach of any provision of this Agreement and, in the case of a breach, fails to remedy such breach within [30] days of receiving full particulars of the breach and of the steps to be taken to remedy the breach.

27.2.2 (being a company) is in material breach of any provision of this Agreement and, in the case of a breach, fails to remedy such breach within [30] days of receiving full particulars of the breach and of the steps to be taken to remedy the breach.

[27.2.3 (being a partnership) is in material breach of any provision of this Agreement and, in the case of a breach, fails to remedy such breach within [30] days of receiving full particulars of the breach and of the steps to be taken to remedy the breach.

27.2.4 becomes or is insolvent or proposes to do so.

27.2.5 has a liquidator, administrative receiver, or trustee appointed over any of its assets; or

27.2.6 ceases, or threatens to cease, to carry on business.

27.3 The Company may terminate this Agreement forthwith by written notice to the Client if the Company is unable to obtain credit insurance in respect of the Client and advance payments are not available by within 30 days of the Company's written request under the provisions of Clause 25.7. The period between the Company's request for advance payments and the earlier of either

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the Client providing t
in relation to the bo
other Company oblig
expenditure as princ

term, all the Company's obligations
automatically suspended, as will any
commitments involving significant

27.4 The parties' rights, d
the agreed period of
Client shall pay all
committed by the Co

shall continue in full force during
not there is a period of notice, the
of work done and expenditure
e Term.

27.5 Upon the termination
properly chargeable
all reasonable co-op
parties where requi
media or others for
Clause 21, all rights a

payment by the Client of all items
the Company will give the Client
subject to the approval of third
contracts and arrangements with
s yet to be used and subject to

27.6 [If the Client wishes
during the agreed p
Company a sum ec
have been entitled
Agreement.]

irectly or through another agency
do so provided that it pays the
ation which the Company would
ced the Advertising under this

27.7 [If, prior to notice of
request of the Client
in respect of which
shall be entitled to
compensation for wo
remuneration receiv
Figure>> months pri
Company may other
this Agreement durin

reement, the Company has at the
or proposals for future advertising
been remunerated, the Company
t [payment on the basis of fair
of <<Insert Percentage>>% of the
from the Client in the <<Insert
less any remuneration which the
lient in respect of its work under

27.8 [If the Client wishes
media plan drawn up
use, the Client shall
agreement being
Company.]

and through another agency, a
g the Term for the Client's future
mpany's prior written consent and
ropriate remuneration for the

28. Survival of Obligations o

The following clauses shall

ne end of the Term:

- Clause 19 Audit
- Clause 21 Copyright
- Clause 22 Ownership a
- Clause 24 Confidential
- Clause 25 Warranties a
- Clause 26 Limitation of
- Clause 34 Non-Solicita
- Clause 39 Notices
- Clause 40 Alternative
- Clause 41 Law and Ju

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29. Advertising Standards an

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29.1 Both parties shall comply with laws and Advertising Regulations issued, made or given by the regulator.

laws and Advertising Regulations issued, made or given by the regulator.

29.2 The parties will co-operate in ensuring that suitable objective factual product and service information is available as required to satisfy the requirements of any applicable Advertising Regulation.

in ensuring that suitable objective factual product and service information is available as required to satisfy the requirements of any applicable Advertising Regulation.

29.3 The Client shall inform the Company of any delay if the Client considers that any Advertising submitted to the Company for approval is false or misleading or in breach of any applicable Advertising Regulation.

delay if the Client considers that any Advertising submitted to the Company for approval is false or misleading or in breach of any applicable Advertising Regulation.

29.4 In order to fund the Advertising Standard Board system, a levy is payable to the Advertising Standard Board ("ASBOF") in relation to non-broadcast advertising. This levy shall be such percentage to be determined by ASBOF from time to time on the media cost of outdoor, cinema and press display advertising, classified lineage, semi-display and any displays, screen displays, direct mailings in the UK (outside the UK), the postage cost of direct mailings in the UK (outside the UK), the postage cost of internet advertising in paid for space. The Company shall pay the relevant invoices submitted to the Client, but no Agreement shall be payable on the (where applicable) shall be payable on the amount of such levy. The Client shall be solely liable for payment of such levy.

system, a levy is payable to the Advertising Standard Board ("ASBOF") in relation to non-broadcast advertising. This levy shall be such percentage to be determined by ASBOF from time to time on the media cost of outdoor, cinema and press display advertising, classified lineage, semi-display and any displays, screen displays, direct mailings in the UK (outside the UK), the postage cost of direct mailings in the UK (outside the UK), the postage cost of internet advertising in paid for space. The Company shall pay the relevant invoices submitted to the Client, but no Agreement shall be payable on the (where applicable) shall be payable on the amount of such levy. The Client shall be solely liable for payment of such levy.

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30. Mailing Lists, Customer Databases

Each Party shall ensure that any customer database supplied to the other Party shall comply with all applicable legislation in force from time to time including, without limitation, Data Protection Legislation

customer database supplied to the other Party shall comply with all applicable legislation in force from time to time including, without limitation, Data Protection Legislation

31. Data Protection [and Data Security]

[31.1] The Parties hereby agree to comply with all applicable data protection requirements under Data Protection Legislation.

both comply with all applicable data protection requirements under Data Protection Legislation.

[31.2] Further, the provisions of this Clause shall apply as if set out in this Clause and the provisions of this Agreement shall not be amended or varied in the Data Protection Legislation and does not include any of those obligations.].

apply as if set out in this Clause and the provisions of this Agreement shall not be amended or varied in the Data Protection Legislation and does not include any of those obligations.].

32. Waiver

No failure or delay by either Party shall be deemed to be a waiver of any provision of this Agreement or a subsequent breach of the same.

of its rights under this Agreement and no waiver by either Party of a breach of any provision of this Agreement shall be deemed to be a waiver of any subsequent breach of the same.

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33. Force Majeure

33.1 Neither Party to this Agreement shall be liable for any failure or delay in performing their obligations under this Agreement if such failure or delay results from Force Majeure affecting the other Party.

liable for any failure or delay in performing their obligations under this Agreement if such failure or delay results from Force Majeure affecting the other Party.

33.2 In the event that a Party cannot perform their obligations under this Agreement for a continuous period of <<Insert

cannot perform their obligations under this Agreement for a continuous period of <<Insert

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Period>> [days] [w
Agreement by writ
termination, the Pa
work completed up
account any prior
performance of this

may at its discretion terminate this
that period. In the event of such
fair and reasonable payment for all
on. Such payment shall take into
s entered into in reliance on the

34. Non-Solicitation

The parties agree that neit
a period of <<Insert Figure
entice away or attempt to s
has worked on the Advertis

directly or indirectly, during or for
from the end of the Term solicit or
y employee of the other party who
e last 12 months of the Term.

35. Severance

In the event that one or
unlawful, invalid or other
deemed severed from the
Agreement shall be valid a

of this Agreement is found to be
at / those provision(s) shall be
reement. The remainder of this

36. Assignment

Neither party shall assign
charge) [or sub-licence] o
or any of its rights under i
consent not to be unreason

charge (otherwise than by floating
other manner with this Agreement
h consent of the other party, such

37. Third Party Rights

No part of this Agreement
accordingly the Contracts
Agreement.

rights on any third parties and
) Act 1999 shall not apply to this

38. Entire Agreement

38.1 This Agreement c
respect to its subje
in writing signed by

ement between the Parties with
modified except by an instrument
esentatives of the Parties.

38.2 Each Party acknow
rely on any repres
innocently or neglig

into this Agreement, it does not
urance or other provision (made
ly provided in this Agreement.

38.3 No variation of this
shall be valid unles
parties.

of the documents referred to in it
ed by or on behalf of each of the

39. Notices

39.1 All notices under th
if signed by, or on
notice.

writing and be deemed duly given
sed officer of the Party giving the

39.2 Notices shall be de

given:

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39.2.1 When delivered by a courier or other messenger (including registered messenger) outside business hours of the recipient; or

39.2.2 When sent, by registered mail and a return receipt is generated; or

39.2.3 On the fifth business day of ordinary mailing, if mailed by national ordinary mail

39.2.4 On the tenth business day of ordinary mailing, if mailed by airmail, postage prepaid

In each case notices shall be sent to the most recent address or e-mail address notified to the other Party.

40. Alternative Dispute Resolution

40.1 The Parties shall attempt to resolve any dispute arising out of or relating to this Agreement through their appointed representatives who have the authority to bind the Parties.

40.2 [If negotiations under this Clause do not resolve the matter within <<Insert Period>> of the date of the last attempt to negotiate, the parties will attempt to resolve the matter through an agreed Alternative Dispute Resolution procedure.]

40.3 [If the ADR procedure under Clause 40.2 does not resolve the matter within <<Insert Period>> of the date of that procedure, or if either Party declines to participate in the procedure, the dispute may be referred to arbitration by either Party.]

40.4 The seat of the arbitration shall be England and Wales. The arbitration shall be governed by the Arbitration Act 1996 and the Rules for Arbitration of the International Chamber of Commerce, unless the Parties are unable to agree otherwise. In the event that the Rules for Arbitration are not agreed, either Party may, upon the request of the other Party, apply to the President or Deputy President of the Chartered Institute of Arbitrators for the appointment of an arbitrator or arbitrators and for any decision on rules that may apply.

40.5 Nothing in this Clause shall prevent either Party or its affiliates from applying to a court for an injunction or other relief.

40.6 The decision and order of the arbitrator or arbitrators under this Clause 40 shall [not be] binding on both Parties.

41. Law and Jurisdiction

41.1 This Agreement (including any non-contractual matters and obligations arising therefrom) shall be governed by, and construed in accordance with, the law of England and Wales.

41.2 Subject to the provisions of this Agreement (including any non-contractual matters and obligations arising therefrom or associated therewith) any dispute, controversy, proceedings or claim between the Parties shall fall within the jurisdiction of the courts of England and Wales.

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Signed on behalf of the Client

on behalf of the Company

Print Name and Job Title

Name and Job Title

Date:

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1. Overall Services

- 1.1 Study the Client's Business and its marketing objectives.
- 1.2 Analyse the Client's products and services in its markets.
- 1.3 Create, prepare and submit for approval advertising ideas, and programs.
- 1.4 Propose and interpret advertising programs that are useful to the Client in promoting the Client's Business.

2. Media

- 2.1 Evaluate all advertising media available to the Client.
- 2.2 Formulate and submit for approval marketing and media plans and subsequent implementation.
- 2.3 Develop, formulate and submit for approval media schedule for the Client's advertising.
- 2.4 General media planning.

3. Production Supervision

- 3.1 Preparation and submission of production quotes for production following all applicable industry best practices.
- 3.2 Supervision of production of advertising materials from suppliers.
- 3.3 Organising dispatch of advertising materials to the media.
- 3.4 Making the necessary arrangements for the use of artists, models, music, etc. including licences, wherever practicable prior to commissioning.

4. Other Services

- 4.1 Negotiation and agreement on behalf of the Client and the formulation of all applicable advertising contracts, credits and debits.
- 4.2 Formulation, development and submission to the Client of merchandising and other promotional schemes.
- 4.3 Analysing the relevance of the internet and other new media as they become available and their use in advertising submission and, with the Client's approval, execution of such schemes.

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Data Processor 2 refers

1. In this Schedule 2, “data controller”, “data processor”, and “personal data” shall have the meaning defined in the Data Protection Legislation.
2. [All personal data processed by the Company on behalf of the Client under this Agreement shall be processed in accordance with the terms of the Data Processing Agreement entered into by the Parties on <<insert date>>]

OR

 - [2. For the purposes of the Data Protection Legislation and for this Schedule 2, the Client is the “Data Controller” and the Company is the “Data Processor”.
3. The type(s) of personal data to be processed, the nature and purpose of the processing, and the measures to be taken to protect the data are set out in the attached Annex.
4. The Data Controller shall ensure that all necessary consents and notices required by applicable law are in place prior to the transfer of personal data to the Data Processor for the purposes of the processing set out in the Annex.
5. The Data Processor shall ensure that it processes any personal data processed by it in accordance with the instructions set out in the Annex under this Agreement:
 - 5.1 Process the personal data in accordance with the written instructions of the Data Controller unless otherwise required to process such personal data by law; the Data Controller shall promptly notify the Data Controller of any such instructions unless prohibited from doing so by law;
 - 5.2 Ensure that appropriate technical and organisational measures (a) are in place to protect the personal data from unauthorised access, disclosure, accidental loss, damage or destruction; and (b) are proportionate to the nature of the personal data and the risks to the rights and freedoms of individuals, taking into account the state of the art, the nature of the data and the cost of implementing those measures; the measures taken are set out in the attached Annex;
 - 5.3 Ensure that all persons who have access to the personal data (whether or not they are employees of the Data Controller) are contractually obliged to keep that data confidential;
 - 5.4 Not transfer personal data outside of the UK without the prior written consent of the Data Controller and only if the following conditions are met:
 - 5.4.1 The transfer is necessary for the Data Processor has/have provided for the transfer of personal data;
 - 5.4.2 Affected individuals have enforceable rights and effective legal remedies available to them;
 - 5.4.3 The Data Processor has provided for the transfer of personal data so transferred; and

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5.4.4 The Data Processor shall comply with all reasonable instructions given by the Data Controller with respect to the processing of personal data.

5.5 Assist the Data Controller, at the Data Controller's cost, in responding to requests from data subjects and in ensuring its compliance with the Data Protection Legislation with respect to data security, breach notifications, impact assessments, and consultations with supervisory authorities (including, but not limited to, the Information Commissioner's Office);

5.6 Notify the Data Controller of any breach of this Agreement which may result in an undue delay of a personal data breach;

5.7 On the Data Controller's instruction, delete (or otherwise dispose of) personal data and any and all copies thereof to which the Data Controller is not required to retain personal data by law; and

5.8 Maintain complete and accurate records of all processing activities and technical and organizational measures implemented necessary to comply with Schedule 2 and to allow for audits by any party designated by the Data Controller.

[6. The Data Processor shall comply with any of its obligations with respect to the processing of personal data as set out in Schedule 2.]

OR

[6. The Data Processor shall comply with any of its obligations to a sub-contractor with respect to the processing of personal data under this Schedule 2 without the prior written consent of the Data Controller (such consent not to be unreasonably withheld) provided that the Data Processor appoints a sub-contractor, the

6.1 Enter into a written agreement with the sub-contractor, in which the parties thereto shall agree that both comply with all applicable data protection laws, including but not limited to the Data Protection Legislation, and which shall impose upon the sub-contractor the same obligations as those imposed upon the Data Processor by this Schedule 2 and which shall be enforceable by the Data Processor and the Data Controller to the same extent as if they were entered into directly by the sub-contractor; and

6.2 Ensure that the sub-contractor complies fully with its obligations under the Data Protection Legislation.]

7. Either Party may, at its option, suspend the processing of personal data for a period of not more than 30 calendar days'>> notwithstanding that the Data Processor is not certified under any applicable data processing certification scheme, provided that the suspension is notified to the Data Controller in writing when replaced by attachment to this Agreement.]

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1. Data Processing

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Scope

<<Insert description of the scope of the processing to be carried out>>.

Nature

<<Insert description of the nature of the processing to be carried out>>.

Purpose

<<Insert description of the purposes for which the processing is to be carried out>>.

Duration

<<Insert details of the duration of the processing>>.

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2. Types of Personal Data

<<List the types of personal data to be processed>>.

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3. Categories of Data Subject

<<List the categories of data subject to be processed>>.

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4. Organisational and Technical Measures

<<Describe the organisational and technical measures to be implemented as referenced in 5.2 of this Schedule 2>>.]

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