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PR CONSULTANCY SERVICES AGREEMENT

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THIS AGREEMENT is dated

day of

BETWEEN:

- (1) <<Name of PR Consultancy>> Limited a company registered in <<Country of Registration>> with <<Company Registration number>> whose registered office is at <<Registered office>> (hereinafter known as the "Company") and
- (2) <<Name of Client>> Limited a company registered in <<Country of Registration>> with <<Company Registration number>> whose registered office is at <<Registered office>> (hereinafter known as the "Client")

1. Appointment

The Client appoints the Company pursuant to clause 1 of this Agreement to provide the Services set out in Schedule 1 and all material and immaterial information produced in the course of a public relations consultancy to act as its [sole] provider of those services (the "Services") and to act as its [sole] provider of those services or any substantially similar services

2. Term

The Company will provide the Services to the Client during the period of this Agreement.

The period of this Agreement shall commence on the date <<Insert start date>> and it continues from that date until terminated under clause 13 on the date hereof and continues until terminated under clause 13 before the end of that period

3. Sub-contracts

The Company will monitor and manage any sub-contracts any of the Services and will ensure that they:

- 3.1 meet all deadlines and budgets agreed budgets are;
- 3.2 obtain all necessary licences in respect of copyright and any other rights and licences in respect of copyright and other rights of the Services;
- 3.3 obtain all other necessary licences and licences; and
- 3.4 properly contract all sub-contract repeats, and/or buy-outs.

4. Company Acts as a Principal

The Company acts as a principal in all its dealings with third party suppliers and will be solely responsible to pay directly the fees/invoices of the Client

5. Remuneration

The Client agrees to remunerate the Company in accordance with Schedule 2 and in respect of the Services in

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6. Client Cooperation, Approval

6.1 The Client will co-ordinate and will provide to the Company, at the Company's request, all information concerning the Client, and the Client's requirements and preferences as is reasonably necessary to enable the Company to provide the Services.

6.2 The Client will nominate a representative to whom all the Client must seek approval. All costs and research or creative work, if any, for the Services shall be estimated in writing and the fee for such work will be estimated in writing.

6.3 The Client's written approval shall be the Company's authority to enter into contracts with suppliers, sub-contractors and other relevant third parties.

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7. Payment of Invoices

7.1 Subject to clause 7.2, the Company shall invoice the Client under this Agreement within 14 days of the completion of the Services from the invoice date.

7.2 The Company may, in its sole discretion, suspend or delay any invoices issued by the Company in respect of sub-contractors carried out for the Company until the Client has paid the invoices of sub-contractors. The Company shall notify the Client of this in advance of placing any sub-contract Services.

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8. Intellectual Property

8.1 Subject to sub-clause 8.2, all intellectual property rights in all information and know-how and in all material produced by the Company under this Agreement shall remain the property of the Client and/or its licensors.

8.2 On termination of the Agreement, the Client shall, in consideration of the payment of £1.00, assign absolutely to the Company all intellectual property rights in the material produced by the Client or any third party sub-contractors in the course of providing the Services, to the extent that such intellectual property rights are not already owned by the Company.

8.3 The Client will provide the Company with copies of all trade marks and branding which is to be used in the Services and the Client hereby grants the Company a royalty-free licence to use, copy and reproduce such trade marks and branding in the Services, to the extent that such intellectual property rights are not already owned by the Company.

8.4 The Company will use its best endeavours to obtain all copyright and moral rights in the Services and any sub-contracted to third parties or other third parties but it cannot undertake to obtain such rights in the event that the Company is unable to obtain such rights. The Company will enter into any appropriate agreement is entered into.

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8.5 The Client agrees that the Company may use any and all information, including but not limited to internal and external data, know-how arising out of the relationship, and that the Company shall not reproduce anything it has received which is Confidential or otherwise proprietary to the business of the Client

termination of this Agreement the Company shall be solely for the Company's own use, and shall not be used, in whole or in part, for any material, information, or data, or for the purpose of providing the Services, save as may be necessary to reproduce anything it has received which is Confidential or otherwise proprietary to the business of the Client

9. Warranties

9.1 The Company warrants that it will perform the Services in a professional manner, using all due skill, care and diligence, and in accordance with any reasonable written instructions of the Client

that it will perform the Services in a professional manner, using all due skill, care and diligence, and in accordance with any reasonable written instructions of the Client

9.2 The Company acknowledges that it owes the Client a duty to [use all reasonable endeavours to ensure that the Services do not infringe any copyright, registered trademarks, registered designs, patents of any third party; and to ensure compliance with all applicable laws, codes and the law in relation to obscenity]

that it owes the Client a duty to [use all reasonable endeavours to ensure that the Services do not infringe any copyright, registered trademarks, registered designs, patents of any third party; and to ensure compliance with all applicable laws, codes and the law in relation to obscenity]

9.2.1 that the Services do not infringe any copyright, registered trademarks, registered designs, patents of any third party; and

to ensure that the Services do not infringe any copyright, registered trademarks, registered designs, patents of any third party; and

9.2.2 compliance with all applicable laws, codes and the law in relation to obscenity]

to ensure compliance with all applicable laws, codes and the law in relation to obscenity]

9.3 The Company may be required to provide or modify such services or material with a view to the Client's requirements. For the avoidance of doubt, the Company shall have no liability under any provision of this clause in relation to any modification made to the Services or material not authorised by the Client

that the Client may be required to provide or modify such services or material with a view to the Client's requirements. For the avoidance of doubt, the Company shall have no liability under any provision of this clause in relation to any modification made to the Services or material not authorised by the Client

9.4 The Client warrants that it is the owner of all such intellectual property and other rights in the trademarks or branding provided by it is necessary for the purpose of the Services and shall indemnify the Company against any liability sustained by the Company in relation to any breach of this warranty.

that it is the owner of all such intellectual property and other rights in the trademarks or branding provided by it is necessary for the purpose of the Services and shall indemnify the Company against any liability sustained by the Company in relation to any breach of this warranty.

10. Legal Liability

10.1 This Clause 10 sets out the legal liability of the parties to each other for any breach of contract, tortious act or omission (including breach of statutory duty) arising out of or in connection with this Agreement.

the legal liability of the parties to each other for any breach of contract, tortious act or omission (including breach of statutory duty) arising out of or in connection with this Agreement.

10.2 Subject to sub-Clause 10.1, each party shall be liable to the other, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profits, loss of contracts, or any consequential damage or loss of other party that arises under or in connection with this Agreement.

Subject to sub-Clause 10.1, each party shall be liable to the other, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profits, loss of contracts, or any consequential damage or loss of other party that arises under or in connection with this Agreement.

10.3 Nothing in this Clause shall limit the provisions of this Agreement shall:

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10.3.1 limit the liability for fraud or fraudulent misrepresentation, willful misconduct, or for death or personal injury

the other for fraud or fraudulent misrepresentation, willful misconduct, or for death or personal injury

10.3.2 exclude or limit the indemnity given to the Client under or in respect of the

Client under or in respect of the

10.4 Subject to Clause 10.3, the liability of each party to the other under or in connection with this Agreement (including negligence, misrepresentation or breach of statutory duty or tort) shall be limited to [the greater of]

the liability of each party to the other under or in connection with this Agreement (whether in contract, tort or breach of statutory duty or tort) shall be limited to [the greater of]

£<<insert sum>>]

<<insert percentage>>] of the amount of the Services for Services [and amounts paid by the Company to the Client under the Agreement] paid and payable by the Client under the Agreement [in the 12-month period before the liability arises].

of the amount of the Services for Services [and amounts paid by the Company to the Client under the Agreement] paid and payable by the Client under the Agreement [in the 12-month period before the liability arises].

11. Statements

The Client and the Company

11.1 inform the other immediately in writing if the other makes a statement or representation in any form in any copy to be published or otherwise made available to the public, in breach of copyright, in breach of the terms of any licence or other law, or is in any other way unlawful;

statement or representation in any form in any copy to be published or otherwise made available to the public, in breach of copyright, in breach of the terms of any licence or other law, or is in any other way unlawful;

11.2 inform the other immediately in writing if the other makes any claim or trade description in any copy is false or misleading or is promoted.

any claim or trade description in any copy is false or misleading or is promoted.

12. Insurance

The Company will maintain insurance in accordance with industry [best] OR [normal] practice.

in accordance with industry [best]

13. Termination

13.1 Either party has the right to terminate this Agreement immediately if the other:

Agreement immediately if the other:

13.1.1 has committed a breach of this Agreement, unless such breach is corrected within 30 days of the date of the breach or the other party has failed to remedy the breach within 30 days of the date of the breach;

of this Agreement, unless such breach is corrected within 30 days of the date of the breach or the other party has failed to remedy the breach within 30 days of the date of the breach;

13.1.2 becomes insolvent or is subject to a bankruptcy order.

of a bankruptcy order.

13.2 Either party may terminate this Agreement for any other reason on giving not less than << >> months' written notice to the other party, [at any time] OR [to expire not earlier than << >> months after the date of this Agreement].

for any other reason on giving not less than << >> months' written notice to the other party, [at any time] OR [to expire not earlier than << >> months after the date of this Agreement].

14. Confidentiality

Each party agrees to keep confidential all information which is Confidential

after the term of this Agreement all information which it has received in relation to the

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business of the other party

15. [Data Protection

The provisions of Schedule 3 to this Agreement.]

were set out in the main body of

16. General

16.1 For the purposes of this Agreement shall not include any information

expression "Confidential Information"

16.1.1 which has been disclosed in breach of this Agreement

remain otherwise than through a recipient party; or

16.1.2 in the possession of the recipient party before the disclosure to it under this Agreement

party before the disclosure to it under

16.1.3 obtained by the recipient party from a third party who is free to disclose it; or

a third party who is free to disclose

16.1.4 which the recipient party is required by law to disclose.

by law to disclose.

16.2 The agreement between the parties to this Agreement and the provisions of Schedule 3 to this Agreement shall be deemed to be the understanding and agreement of the parties and supersede all other understandings or agreements between them either in writing or otherwise. This shall not apply to fraudulent or negligent misrepresentation.

consists of the main body of this Agreement subject to the provisions of Schedule 3 to this Agreement and the understanding and agreement of the parties. This shall not apply to fraudulent or

16.3 If, due to war, strike, riot, civil unrest, natural catastrophe or other events or circumstances beyond the reasonable control of either party, either party fails to comply with its obligations under this Agreement and not to be deemed to be in breach of this Agreement and not liable for any loss or damage which may be incurred by the other party as a result of such failure.

fire, natural catastrophe or other events beyond the reasonable control, either party shall be deemed to be in breach of this Agreement and not liable for any loss or damage which may be incurred by the other party as a result of such failure.

16.4 Nothing in this Agreement shall be deemed to, establish any partnership, or constitute either party the agent of the other, or authorise either party to enter into any commitments for or on behalf of the other party.

shall be deemed to, establish any partnership, or constitute either party the agent of the other, or authorise either party to enter into any commitments for or on behalf of the other party.

16.5 [Subject to the provisions of Schedule 3 to this Agreement, neither] [Neither] party shall be deemed to have assigned any rights or benefits under this Agreement without the consent of the other party.

[Subject to the provisions of Schedule 3 to this Agreement, neither] [Neither] party shall be deemed to have assigned any rights or benefits under this Agreement without the consent of the other party.

16.6 This Agreement can only be amended or modified by written agreement signed by both parties.

only be amended or modified by written agreement signed by both parties.

17. Governing Law

This Agreement and the provisions of Schedule 3 to this Agreement shall be construed in accordance with the law of the United Kingdom and the exclusive jurisdiction of the courts of the United Kingdom.

under it shall be governed by and the law of the United Kingdom and the parties agree to submit to the [non-] exclusive jurisdiction of the courts of the United Kingdom.

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IN WITNESS WHEREOF this Agreement
before written

executed the day and year first

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Services

The Services shall consist of:

<<Insert description of services>>

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Fees and Expenses

Fees for Services provided to the Client

An annual fee of £<<Insert Amount>>, to be invoiced by the Company

monthly instalments of £<<Insert Amount>> in advance.

Expenses

The Client hereby agrees to reimburse the Company in respect of all reasonable travel, subsistence and courier expenses incurred by the Company in respect of any other reasonable expenses incurred in advance by the Client.

in respect of all reasonable travel, subsistence and courier expenses incurred by the Company in performing the Services, and any other reasonable expenses incurred in advance, provided they are approved in advance by the Client.

Costs

Provided that such fees and costs are approved in advance by the Client, the Company shall reimburse the Client with all reasonable (including <<description>> costs) incurred by the Company in connection with providing the Services

Provided that such fees and costs are approved in advance by the Client, it shall reimburse the Client with all reasonable (including <<description>> costs) incurred by the Company in connection with providing the Services

VAT

All the above sums are stated exclusive of VAT at the rate applicable at the relevant time

The Client shall pay in addition at the relevant rate of VAT on each VAT invoice in each case.

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In this Schedule, “Data Protection” means all applicable legislation in force from time to time in the United Kingdom, but not limited to, the UK GDPR (the General Data Protection Regulation ((EU) 2016/679), as it applies to Northern Ireland by virtue of section 3 of the Data Protection Act 2018 (and regulations made under that Act) and the Communications Regulations 2003.

all applicable legislation in force from time to time in the United Kingdom, but not limited to, the UK GDPR (the General Data Protection Regulation ((EU) 2016/679), as it applies to Northern Ireland by virtue of section 3 of the Data Protection Act 2018 (and regulations made under that Act) and the Communications Regulations 2003.

1. [Data Protection]

The Company will only use personal information as set out in the Company’s <<insert document name>> <<insert location(s)>>.]

personal information as set out in the Company’s <<insert document name>> <<insert location(s)>>.]

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2. [Data Processing]

2.1 In this Clause 2 and Schedule 3, “personal data”, “data subject”, “data controller”, “data processor”, “data breach” and “data subject” shall have the meaning defined in the Data Protection Act 2018.

personal data”, “data subject”, “data controller”, “data processor”, “data breach” and “data subject” shall have the meaning defined in the Data Protection Act 2018.

2.2 [All personal data processed by the Company on behalf of the Client shall be subject to this Agreement and any Data Processing Addendum which the Parties shall enter before any personal data is processed.]

Company on behalf of the Client shall be subject to this Agreement and any Data Processing Addendum which the Parties shall enter before any personal data is processed.]

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2.2 [Both Parties shall ensure that the data protection requirements set out in the Data Processing Addendum do not override or conflict with the provisions of this Agreement and any Data Processing Addendum which the Parties shall enter before any personal data is processed.]

the data protection requirements set out in the Data Processing Addendum do not override or conflict with the provisions of this Agreement and any Data Processing Addendum which the Parties shall enter before any personal data is processed.]

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2.3 For the purposes of this Agreement, the Company shall be the “Data Controller” and the Client shall be the “Data Processor”.

legislation and for this Clause 2 and Schedule 3, the Client shall be the “Data Controller” and the Company is the “Data Processor”.

2.4 The type(s) of personal data to be processed, the nature and purpose of the processing, and the categories of personal data to be processed shall be set out in the Annex to this Schedule 3.

type, nature and purpose of the processing, and the categories of personal data to be processed shall be set out in the Annex to this Schedule 3.

2.5 The Data Controller shall ensure that it has in place all necessary consents and notices required for the processing of personal data to be transferred to the Data Processor for the purposes set out in the Annex to this Schedule 3.

in place all necessary consents and notices required for the processing of personal data to be transferred to the Data Processor for the purposes set out in the Annex to this Schedule 3.

2.6 The Data Processor shall ensure that it has in place all necessary consents and notices required for the processing of personal data to be transferred to the Data Processor for the purposes set out in the Annex to this Schedule 3.

any personal data processed by it in accordance with the instructions set out in the Annex to this Agreement:

2.6.1 Process the personal data in accordance with the written instructions of the Data Controller unless it is otherwise required to process the personal data in accordance with such person

the written instructions of the Data Controller unless it is otherwise required to process the personal data in accordance with such person

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the Data Controller unless prohibited from doing so by law;

2.6.2 Ensure that appropriate technical and organisational measures (a) protect the personal data from accidental or unlawful processing, accidental loss, damage or destruction, (b) ensure the integrity and confidentiality of the personal data, and (c) ensure that measures shall be proportionate to the potential harm that may result from the processing of the personal data, taking into account the current state of technology and the cost of implementing those measures. The measures taken shall be agreed between the Data Controller and the Data Processor and set out in the Annex to this Schedule.

2.6.3 Ensure that the Data Processor and/or the Data Processor's sub-processors (if any) are contractually obliged to keep the personal data secure and to restrict access to the personal data (whether for processing or otherwise) to those persons who have a legitimate need to know that personal data.

2.6.4 Not transfer the personal data outside of the UK without the prior written consent of the Data Controller and only if the following conditions are satisfied:

2.6.4.1 The Data Processor and/or the Data Processor's sub-processors (if any) have implemented suitable safeguards for the transfer of the personal data.

2.6.4.2 The Data Processor and/or the Data Processor's sub-processors (if any) are subject to laws that have enforceable rights and remedies;

2.6.4.3 The Data Processor and/or the Data Processor's sub-processors (if any) complies with its obligations under applicable data protection legislation, providing an adequate level of protection for any and all personal data so transferred;

2.6.4.4 The Data Processor and/or the Data Processor's sub-processors (if any) complies with all reasonable requirements advanced by the Data Controller in connection with the processing of the personal data.

2.6.5 Assist the Data Controller, at the Data Controller's cost, in responding to any and all requests from data subjects and in ensuring its compliance with applicable data protection Legislation with respect to data subjects, including but not limited to, impact assessments, and consultations with supervisory authorities (including, but not limited to, the Information Commissioner's Office);

2.6.6 Notify the Data Controller of any breach of the personal data without undue delay of a personal data breach;

2.6.7 On the Data Controller's instruction, delete (or otherwise dispose of) the personal data and any and all copies thereof to the extent permitted by law of this Agreement unless it is required to retain the personal data by law; and

2.6.8 Maintain complete and accurate records of all processing activities and technical and organisational measures implemented necessary to comply with Clause 2 and to allow for audits by the Data Controller or any person designated by the Data Controller.

2.7 [The Data Processor shall be responsible for ensuring compliance with any of its obligations with respect to the processing of the personal data under Clause 2.]

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2.7 [The Data Processor shall not act any of its obligations to a sub-contractor with respect to the processing of personal data under this Clause 2 without the prior written consent of the Data Controller (such consent not to be unreasonably withheld). Where the Data Processor appoints a sub-contractor, the Data Controller shall remain liable to the Data Controller for any breach of its obligations under this Clause 2.]

2.7.1 Enter into a written agreement with the sub-contractor, which shall impose upon the sub-contractor the same obligations as are imposed upon the Data Processor under Clause 2 and which shall permit both the Data Controller and the Data Processor to enforce those obligations.

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

2.8 Either Party may, at any time, on <<insert period, e.g. 30 calendar days'>> notice, alter the terms of this Agreement, replacing them with any applicable data protection law or similar terms that form part of an applicable certification scheme. Such amendments shall apply when replaced by attachment to this Schedule.]]

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Pursuant to Clauses 2.4 and 2.5, the following sets out the type(s) of personal data, the scope, nature and purpose of the processing and the duration of the processing:

<<Insert full details>>]

[Pursuant to Clause 2.6.2 of Schedule 2, the following are the technical and organisational measures agreed:

<<Insert full details>>]]

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SIGNED by

<<Name and Title of person signing>>
For and on behalf of <<Company name>>

In the presence of
<<Name & Address of Witness>>

SIGNED by
<<Name and Title of person signing>>
For and on behalf of <<Client's name>>

In the presence of
<<Name & Address of Witness>>

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