



## TERMS AND CONDITIONS

This agreement (the 'Agreement') entered into on this (*insert date*) day of (*insert month and year*) between (*insert client name*) and (*insert agency name*) states as follows;

### Scope of work.

- a. The agency will provide (*insert client name*) with the services and deliverables identified as the "Scope of Work" as set forth in the Appendix to this Agreement. As used herein, "Deliverables" means the final work product identified in the "Scope of Work".
- b. Any changes or additions to the Services provided by the Agency must be agreed in writing between the Agency and the Client. The Agency will take all reasonable steps to comply with any such request from the Client provided that the Agency is able to do so within its contractual obligation to suppliers.
- c. In the event of any such cancellation, amendment or addition to the Services provided the Client will reimburse the Agency for any charges or expenses committed to or incurred by the Agency. The Client shall also pay the Agency's remuneration covering the cancelled or amended Services as well as any charges imposed on the Agency by third parties arising from the cancellation or amendment.
- d. The Agency will allocate suitable personnel with appropriate levels of experience and seniority to provide the Services. The Client acknowledges and agrees that it may be necessary for the Agency to replace the personnel with alternative personnel with similar levels of seniority and experience.
- e. The Agency acts in all its contracts as a principal at law and the Client appoints the Agency as sole provider to perform the Services.
- f. The Agency may outsource or sub-contract its performance of the Services or part thereof with the prior consent of the Client, such consent not to be unreasonably withheld or delayed.

### Term of Appointment

- a. These Terms and Conditions shall be effective from the date of the first relevant Document and shall continue until all Services are completed and delivered pursuant to any and relevant Document, or unless terminated pursuant to Clause 7 (The Term)

### Co-Operation

- a. The Client will give The Agency clear briefings and ensure that all the facts given about the Accounts are accurate. The Agency will co-operate fully with the Client and use reasonable care and skill to make the Materials (as defined) as successful as is to be expected from a competent communications agency. The Client will help the Agency do this by making available to the Agency all relevant information and co-operating with the Agency.

## Remuneration

- a. The fee recognises that the Agency will allocate a team of people to the Client's business based on anticipated hours that will need to be invested, across the scope of work, in order to deliver effective support and solutions.
- b. The Client shall pay the Agency the fee for Services as set out in any relevant document or as otherwise agreed between the parties in writing (the Fee). The Fee is earned on non-reconcilable basis and shall be payable in addition to all production, studio costs and other disbursements and expenses committed to or incurred.
- c. The fee will be £xxx plus VAT.
- d. All third party production costs will be invoiced to the Client.
- e. All figures quoted are subject to the addition of VAT at prevailing rate.
- f. Travel expenses, delivery costs. Research costs and other charges specifically incurred in respect of the day to day running of the account will be recharged at cost.

## Terms of payment

- a. The Client will pay all Fees and other production costs and expenses within 28 days of the date of the invoice, or as otherwise agreed between the parties in writing. Where suppliers require payment in advance or at various stages of production, the Agency will notify and obtain the Client's written agreement in advance and payment will be made immediately upon presentation of invoice or by the date specified.
- b. All production costs and expenses are normally invoiced at the value of estimates.
- c. PO's will be issued in advance for all work to be paid for by the client. Should this not be possible, the Client must approve the estimate in writing in advance and payment will be made immediately upon presentation of invoice or by the date specified.
- d. All Fees and other charges issued by the Agency shall be exclusive of VAT or other taxes. In addition to the charges issued by the Agency, Client shall be solely responsible to pay all VAT and other tax charges that are levied or imposed by reason of the transactions contemplated by these Terms and Conditions.

## Intellectual Property

- a. The Agency shall discuss with the Client on a case by case basis which usage rights in pre-existing materials and commissioned materials are required and negotiate to obtain these on the Client's behalf at the Client's cost.
- b. At the end of the Term or relevant SOW, the Agency shall upon the Client's request, and provided all material obligations of the Client arising from these Terms and Conditions have been met, assign to the Client such of the intellectual property rights in the material created solely by the Agency specifically for the Client and the material commissioned by the Agency for the Client as may be owned by the Agency (the Materials) are not capable of assignment pursuant to this clause, the Agency shall procure for the Client an agreed and appropriate licence.

## Confidentiality

- a. Each party shall use all reasonable endeavours to procure that its employees, agents and other employed or engaged pursuant to this agreement do not, at any time divulge any information supplied to it by the other apart from information forming part of the public domain otherwise than through a breach of this programme.

## Termination

- a. Either party may terminate these Terms and Conditions by giving the other party written notice as set out in the relevant document. In the absence of a specific notice period in the relevant Document, the terminating party shall provide such notice as is reasonable having regard to the relevant SOW.
- b. Either party may terminate these Terms and Conditions immediately by notice in writing to the other if the other party is in material breach of any of these Terms and Conditions and, in the case of a breach capable of remedy, fails to remedy such breach within 30 days of receipt of written notice giving full particulars of the breach and of the steps required to remedy it.

## Miscellaneous

- a. These terms constitute the entire agreement and understanding of the parties and supersedes any previous agreement between the parties relating to the subject matter of these terms and conditions. No variation of the Terms and Conditions or any of the documents referred to in it shall be valid unless it is in writing and signed by or on behalf of each of the parties. Unless specifically stated in these Terms and Conditions or in any relevant Document, where there is any discrepancy between the terms contained herein and those stated on any relevant Document the terms of these Terms & Conditions shall take precedence.
- b. The parties irrevocably submit to the exclusive jurisdiction of the court of Scotland and agree that these Terms and Conditions will be governed by and constructed in accordance with the laws of Scotland.