

STANDARD TERMS OF BUSINESS

These Standard Terms of Business apply to all work undertaken by The Orchard (the Consultancy).

1. Co-operation

The Consultancy will co-operate fully with the Client and take the initiative in offering advice and services. The Client agrees to assist the Consultancy in the performance of these duties by making available to the Consultancy all relevant information and executive time as required.

2. Exclusivity

The Consultancy will not represent conflicting interests but may represent competing interests. The Client will be informed of any competing interests represented by the Consultancy.

3. Disbursements and Expenses

Materials and services purchased from third party suppliers on behalf of the Client outside of the Consultancy's services agreed in the schedule will be recharged to the Client and will be subject to a 20% administration fee. Unless agreed in advance expenses totalling more than £500 should be paid directly by the client.

Expenses may include:

- a. Advertising artwork and mechanical items
- b. Artiste/celebrity/influencer fees
- c. Design, artwork and print
- d. Direct mail
- e. Entertainment
- f. Exhibition and display materials
- g. Film production
- h. Market research
- i. Media monitoring
- j. Photography and prints
- k. Special events, meetings, conferences etc
- l. Venues

4. Payment Terms

- 4.1. All sums payable under the Agreement shall be paid in full without deduction, withholding or set-off. Time for payment is of the essence.
- 4.2. The Client reserves the right to withhold payment of any invoice or part of an invoice that is not in accordance with the Agreement. On receipt of any such invoice the Client shall immediately notify the Consultancy in writing of the reason for such withholding and pay the undisputed part of the invoice within 30 days.

4.3. The Client shall be liable to pay interest on any overdue amount at an annual rate of 5%. Interest shall accrue on a daily basis from the date payment becomes due until the Consultancy has received payment of the overdue amount together with all accrued interest.

5. Amendment and Cancellation

5.1. Any request by the Client to amend or halt any plans or to cancel work in progress shall be implemented by the Consultancy as far as this is possible within the terms of its contractual obligations to suppliers. The Client shall be responsible for any costs or expenses incurred or to which the Consultancy is committed prior to, or as a result of, the cancellation or amendment and which cannot be recovered by the Consultancy. The Client shall pay the Consultancy's fees covering the cancelled or amended Services, as well as any charges raised by third parties arising from the cancellation or amendment, and shall assume the Consultancy's liability under all contracts the Consultancy is unable to cancel.

6. Copyright and Intellectual Property Rights in Created Work

6.1. In order that the Client may own worldwide copyright and intellectual property rights in the created work, the Consultancy shall promptly on the Client's written request from time to time sign an unconditional assignment with full title guarantee of all such rights as are owned by the Consultancy and capable of assignment, together with the right to sue for damages for past infringement. This provision shall not apply to any created work which is not accepted or otherwise delivered to the Client (such as proofs and proposal documents) or in respect of which the Consultancy has not received the fees payable.

6.2. The Consultancy may use any of the created work for the purposes of internal training or, with the Client's prior consent (which shall not be unreasonably withheld or delayed), in the promotion of the Consultancy.

6.3. Notwithstanding anything in the Agreement to the contrary, the Consultancy shall retain all of its rights, title and interest in all generic or proprietary information, and all ideas, software, applications, methodologies, processes or procedures used, created or developed by the Consultancy in the conduct of its business.

6.4. The provisions of this clause shall survive the expiry or termination of the Agreement.

7. Confidential Information

7.1. The parties agree to treat as secret and confidential and not, without the other party's prior written consent, at any time for any reason during or after the term of the Agreement to disclose or permit to be disclosed or made use of any confidential information concerning the other's business, customers, suppliers or associated companies, or results from studies or surveys commissioned and paid for by the Client, which they may acquire in the course of the Agreement. The parties also acknowledge that the terms and conditions of the Agreement including (without limitation) those relating to the Consultancy's remuneration, are confidential information.

- 7.2. The Consultancy shall where so requested by the Client impose equivalent obligations of confidentiality on its own personnel and obtain written assurances from any third parties to whom information has to be disclosed in order to enable the Consultancy to carry out its obligations under the Agreement.
- 7.3. For the avoidance of doubt, the restrictions in this clause shall not prevent:
- 7.3.1. the disclosure or use of information in the proper performance of the Consultancy's duties;
 - 7.3.2. the disclosure of information if required by law;
 - 7.3.3. the disclosure of information by one party who acquired it from a third party which was not under an obligation of confidentiality to the other party; or
 - 7.3.4. the disclosure of information which is already in the public domain otherwise than through unauthorised disclosure by the Consultancy.
- 7.4. Unless the Client specifies otherwise, nothing in the Agreement shall prevent the Consultancy from using the name of the Client for its own promotional purposes.
- 7.5. The provisions of this clause shall survive the expiry or termination of the Agreement.

10. Employee Poaching

- 10.1. During any agreed work and for six months after its expiry or termination, neither the Consultancy nor the Client shall, without the written consent of the other, solicit or entice (either directly or indirectly) or attempt to solicit or entice (or authorise the taking of such action by any other person) any person who is employed by the other or has been employed by the other during the preceding six months, and who has been involved with the Services provided under this Agreement, to terminate his or her employment with the other party.
- 10.2. If the Consultancy consents to an employee joining the Client, the Consultancy may charge a fee in consideration for such consent equivalent to 33% of the gross annual salary and any other compensation to be paid by the Client to that employee. This shall be payable by the Client immediately upon presentation of an invoice by the Consultancy. If the Consultancy does not require the employee to complete the notice period contractually required of him or her, the Consultancy reserves the right to charge the Client an additional fee equivalent to the salary payable by the Consultancy for the period of uncompleted notice.
- 10.3. The provisions of this clause shall survive the expiry or termination of the Agreement.

11. Disputes

In the event of a dispute or question arising between the parties, they may, if they agree to do so, refer the matter to the Professional Practices Committee of the Chartered Institute of Public Relations for its recommendations for resolving the dispute or question.