

© Simply-docs – TR.C&L.04.15 PR Services Agreeme

## THIS AGREEMENT is dated

#### **BETWEEN:**

- <<Name of PR Consulta</li>
  <Country of Registration</li>
  whose registered office i
  "Company") and
- (2) <<Name of Client>> Limite under number <<Company <<Registered office>> (her

## 1. Appointment

The Client appoints the C public relations consultan produced in the course of a to act as its [sole] provide services

#### 2. Term

The Company will provid Agreement.

The period of this Agreem date until terminated unde for <<Insert length of agree before the end of that perio

#### 3. Sub-contracts

The Company will monitor will ensure that they:

- 3.1 meet all deadlines a
- 3.2 obtain all necessary and any other rights
- 3.3 obtain all other nec
- 3.4 properly contract al

#### 4. Company Acts as a Prind

The Company acts as a p dealings with third party su directly the fees/invoices of

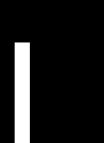
#### 5. Remuneration

The Client agrees to remu accordance with Schedule











day of

mited a company registered in Company Registration number>> ce>> (hereinafter known as the

n <<Country of Registration>> whose registered office is at lient")

of this Agreement to provide the in Schedule 1 and all material nose services (the "Services") and rvices or any substantially similar

Client during the period of this

date>> and it continues from that on the date hereof and continues inless terminated under clause 13

contracts any of the Services and

preed budgets are;

nd licences in respect of copyright ments of the Services;

ces and licences; and

repeats, and/or buy-outs.

s the agent of the Client in all its y will be solely responsible to pay

and in respect of the Services in

# 6. Client Cooperation, Appr

- 6.1 The Client will co-o at the Company's Client's requiremen enable the Compan
- 6.2 The Client will nom the Client must se creative work, if an 2 will be estimated
- 6.3 The Client's writter authority to enter i relevant third partie

# 7. Payment of Invoices

- 7.1 Subject to clause under this Agreeme from the invoice dat
- 7.2 The Company may in respect of su immediately, to ena promptly. The Com sub-contract Servic

# 8. Intellectual Property

- 8.1 Subject to sub-clau know-how and in al shall remain the pro
- 8.2 On termination of the Company unde £1.00, assign absorbatic material produced l course of providing intellectual property
- 8.3 The Client will probranding which is to the Company a roy marks and brandin Services.
- 8.4 The Company will u waiver of moral righ material acquired f that in all cases it unable to obtain co the Company will entered into.













r and will provide to the Company, n concerning the Client, and the ces as is reasonably necessary to s.

as its representative to whom all roval. All costs and research or nuneration as set out in Schedule

budgets shall be the Company's pliers, sub-contractors and other

d by the Company to the Client any deduction or set off) 30 days

r invoices issued by the Company carried out for the Company by the invoices of sub-contractors t of this in advance of placing any

pperty rights in all information and e Company under this Agreement d/or its licensors.

ct to payment of all monies due to n consideration of the payment of intellectual property rights in the third party sub-contractors in the Services, to the extent that such Company.

n copies of all trade marks and vices and the Client hereby grants , copy and reproduce such trade d as necessary for, providing the

vours to obtain all copyright and a sub-contracted to third parties or d parties but it cannot undertake n the event that the Company is oral rights in respect of such work e any appropriate agreement is 8.5 The Client agrees Company may us internal and extern know-how arising o that the Company which is Confidentia

## 9. Warranties

- 9.1 The Company warr professional manne skill, care and dili instructions of the C
- 9.2 The Company ack reasonable endeave
  - 9.2.1 that the Ser registered de
  - 9.2.2 compliance to obscenity
- 9.3 The Company may, arising from the S Services, at its or material with a view Company shall hav 9 if any claim or ac or material not auth
- 9.4 The Client warrants to be used in the souther rights in the tr the Services and sh of the Services doe rights. The Client u sustained by the Co

## 10. Legal Liability

- 10.1 This Clause 10 sets for any breach of t tortious act or omiss statutory duty) arisi
- 10.2 Subject to sub-Clau in contract, tort misrepresentation of special, commercia any kind that may connection with this
- 10.3 Nothing in this Clau



ned about the possibility of a claim aterial produced as part of the ace or modify such services or n. For the avoidance of doubt, the under any provision of this clause modification made to the Services

arks or branding provided by it is all such intellectual property and s are necessary for the purpose of by the Company for the purpose party intellectual property or other the Company against any liability to any breach of this warranty.

mination of this Agreement the

es, any material, information, or e of providing the Services, save

produce anything it has received

at it will perform the Services in a

st industry practice, using all due

hce with any reasonable written

s the Client a duty to [use all

copyright, registered trademarks,

vant codes and the law in relation

atents of any third party; and

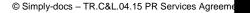
o the business of the Client

solely for the Company's own

iability of the parties to each other any representation, statement, or nited to, negligence and breach of with this Agreement.

hall be liable to the other, whether b), breach of statutory duty, of profits, loss of contracts, or any consequential damage or loss of her party that arises under or in

visions of this Agreement shall:



- 10.3.1 limit the lial misrepresen personal inju
- 10.3.2 exclude or indemnity gi
- 10.4 Subject to Clause other under or in o (including neglige misrepresentation o

[£<<insert sum>>]

[<<insert percentag by the Company to the Client under th arises].

## 11. Statements

The Client and the Compar

- 11.1 inform the other im copy to be publishe breach of the term unlawful;
- 11.2 inform the other wit any copy is false promoted.

## 12. Insurance

The Company will maintain **OR** [normal] practice.

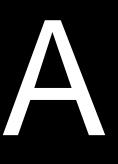
## 13. Termination

- 13.1 Either party has the
  - 13.1.1 has commit breach is c immediately the breach v
  - 13.1.2 becomes ins
- 13.2 Either party may te less than << >> m [to expire not earlie

## 14. Confidentiality

Each party agrees to keep information which is Confi













the other for fraud or fraudulent wilful misconduct, or for death or

Client under or in respect of the

egate liability of each party to the eement (whether in contract, tort each of statutory duty or ted to [the greater of]

s for Services [and amounts paid he Services] paid and payable by -month period before the liability

tatement or representation in any amatory, in breach of copyright, in n of law, or is in any other way

any claim or trade description in to the product or service to be

in accordance with industry [best]

reement immediately if the other:

of this Agreement, unless such hich case the right to terminate other party has failed to remedy ten notice to do so; or

f a bankruptcy order.

or any other reason on giving not the other party, [at any time] **OR** from the date of this Agreement].

Ifter the term of this Agreement all it has received in relation to the

business of the other party

## 15. [Data Protection

The provisions of Schedul this Agreement.]

#### 16. General

- 16.1 For the purposes o shall not include an
  - 16.1.1 which has breach of thi
  - 16.1.2 in the posse this Agreem
  - 16.1.3 obtained by it; or
  - 16.1.4 which the re
- 16.2 The agreement be Agreement and the 3 to this Agreemen parties and superso them either in writin negligent misrepres
- 16.3 If, due to war, str events or circumsta fails to comply with required under this Agreement and not be incurred by the c
- 16.4 Nothing in this Agre partnership, or cons or authorise either behalf of the other p
- 16.5 [Subject to the prov of the parties to thi Agreement without
- 16.6 This Agreement ca signed by both part

## 17. Governing Law

This Agreement and the construed in accordance w exclusive jurisdiction of the

ores oma pier ty b a this oy la









were set out in the main body of

ression "Confidential Information"

omain otherwise than through a pient party; or

ty before the disclosure to it under

third party who is free to disclose

y law to disclose.

sists of the main body of this bject to the provisions of Schedule derstanding and agreement of the tandings or agreements between his shall not apply to fraudulent or

ire, natural catastrophe or other to reasonable control, either party her party in the manner and time be deemed to be in breach of this for any loss or damage which may such failure.

shall be deemed to, establish any Agreement the agent of the other, into any commitments for or on

this Agreement, neither] [Neither] any rights or benefits under this the other party.

modified by written agreement

der it shall be governed by and rties agree to submit to the [non-] /ales. IN WITNESS WHEREOF this Agree before written



ecuted the day and year first

## Services

The Services shall consist of: <<Insert description of services>>



#### **Fees and Expenses**

#### Fees for Services provided to th

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

#### **Expenses**

The Client hereby agrees to reir subsistence and courier expenses in respect of any other reasona advance by the Client.

#### Costs

Provided that such fees and costs the Company with all reasonable costs) incurred by the Company re

#### VAT

All the above sums are stated exercise applicable at the relevant time



nonthly instalments of £<<Insert nce.

respect of all reasonable travel, ny in performing the Services, and , provided they are approved in

e by the Client, it shall reimburse costs (including <<description>> th providing the Services

Client shall pay in addition at the AT invoice in each case.

In this Schedule, "Data Protecti from time to time in the United Kin but not limited to, the UK GDPR (t Regulation ((EU) 2016/679), as it Northern Ireland by virtue of sect Data Protection Act 2018 (and reg Communications Regulations 2003

## 1. [Data Protection

The Company will only u Company's <<insert docur location(s)>>.]

## 2. [Data Processing

- 2.1 In this Clause 2 an controller", "data preaning defined in
- 2.2 [All personal data subject to this Agre a Data Processing personal data is pro

#### OR

- 2.2 [Both Parties shall out in the Data Pr provisions of this A out in the Data Pro those obligations.
- 2.3 For the purposes o this Agreement, the "Data Processor".
- 2.4 The type(s) of p processing, and the this Schedule 3.
- 2.5 The Data Controlle and notices require Processor for the p
- 2.6 The Data Processo relation to its perfor
  - 2.6.1 Process the Controller un such persor



all applicable legislation in force a protection and privacy including, on of the General Data Protection England and Wales, Scotland, and Jnion (Withdrawal) Act 2018); the er); and the Privacy and Electronic

al information as set out in the Notice>> available from <<insert

rsonal data", "data subject", "data al data breach" shall have the slation.

Company on behalf of the Client ed in accordance with the terms of he Parties shall enter before any

e data protection requirements set ther this Clause 2 nor any other either Party of any obligations set hall not remove or replace any of

pislation and for this Clause 2 and ntroller" and the Company is the

e, nature and purpose of the ng shall be set out in the Annex to

s in place all necessary consents nsfer of personal data to the Data Annex to this Schedule 3.

y personal data processed by it in ations under this Agreement:

he written instructions of the Data r is otherwise required to process a Processor shall promptly notify

	the Data Co by law;	
2.6.2	Ensure that measures (a data from damage or potential hat current stat those meas Data Contro this Schedu	
2.6.3	Ensure that for processi that persona	
2.6.4	Not transfer written con conditions a	
	2.6.4.1	
	2.6.4.2	
	2.6.4.3	
	2.6.4.4	
2.6.5	Assist the D to any and compliance security, bre with supervi the Informat	
2.6.6	Notify the I breach;	
2.6.7	On the Da dispose of) the Data C required to r	
2.6.8	Maintain cou technical au demonstrate the Data Co	
[The Data Process to the processing of		
OR		
C&L.04.15 F	PR Services Agreeme	

g unless prohibited from doing so

ble technical and organisational Controller) to protect the personal ful processing, accidental loss, ures shall be proportionate to the events, taking into account the gy and the cost of implementing ken shall be agreed between the ssor and set out in the Annex to

ess to the personal data (whether ) are contractually obliged to keep

side of the UK without the prior roller and only if the following

r and/or the Data Processor itable safeguards for the transfer

ts have enforceable rights and es;

omplies with its obligations under egislation, providing an adequate any and all personal data so

complies with all reasonable advance by the Data Controller cessing of the personal data.

ta Controller's cost, in responding ta subjects and in ensuring its tion Legislation with respect to t assessments, and consultations ators (including, but not limited to, e):

undue delay of a personal data

instruction, delete (or otherwise a and any and all copies thereof to of this Agreement unless it is data by law; and

rds of all processing activities and ures implemented necessary to ause 2 and to allow for audits by designated by the Data Controller.

any of its obligations with respect Clause 2.

2.7

- 2.7 [The Data Procest contractor with rest without the prior w unreasonably with contractor, the Da
  - 2.7.1 Enter into impose up upon the I the Data obligations
  - 2.7.2 Ensure that agree
- 2.8 Either Party may, at an days'>> notice, alter the with any applicable data applicable certification so to this Schedule.]]

Pursuant to Clauses 2.4 and 2.5 data, the scope, nature and purp

<<Insert full details>>]

[Pursuant to Clause 2.6.2 of So measures agreed:

<<Insert full details>>]]

## SIGNED by

<<Name and Title of person sigr For and on behalf of <<Company

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

SIGNED by <<Name and Title of person sigr For and on behalf of <<Client's n

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









act any of its obligations to a subof personal data under this Clause 2 a Controller (such consent not to be the Data Processor appoints a sub-

ith the sub-contractor, which shall e same obligations as are imposed lause 2 and which shall permit both Data Controller to enforce those

nplies fully with its obligations under ction Legislation.]

<<insert period, e.g. 30 calendar s of this Agreement, replacing them similar terms that form part of an apply when replaced by attachment

3

ving sets out the type(s) of personal the duration of the processing:

are the technical and organisational