



## **Public Relations Consultancy Terms of Business**

We are delighted that you have chosen to subscribe to FieldHouse BaseCamp - part of FieldHouse Associates.

This letter sets out the terms upon which we provide our services to you.

1. Our appointment as your provider of public relations services covers a 12-month period. Terms of an ongoing agreement will be discussed following this.
2. The subscription fee will be £500 + VAT per month - unless otherwise agreed.
3. Our services shall comprise those public relations services agreed in writing between us.
4. Fees for any additional services provided to you will be agreed between us as necessary.
5. Fees will either be invoiced monthly in advance at the beginning of each month and shall be payable within 30 days of the date of the relevant invoice OR you can set up a Standing Order.
6. We reserve the right to charge interest at 4% per annum above the base rate from time to time of The Bank of England on all invoices which remain unpaid after they become due for payment until payment is received in full.
7. We require three months' notice of the termination of your requirement for the FieldHouse BaseCamp PR Service. Therefore our appointment will continue until such time as it may be terminated by at least three months' written notice served either by you or by us. Payment of fees for the notice period will be prorated.
8. Subject to the rights of any third parties and your performance of all your obligations under this Agreement we will assign to you such intellectual property rights as we own in any copy and other work created by us for you pursuant to this Agreement upon request any time prior to the expiry of twelve months after the termination of our appointment.
9. Your written or oral approval of drafts, proofs or estimates shall be our authority to proceed to publication and to enter into contracts with suppliers on the basis of such estimates.
10. If you request us to change, reject, cancel or stop any plans or work in progress we shall take all reasonable steps to comply, provided that this can be done within the contractual obligations to suppliers. In the event of any such cancellation or amendment you will reimburse us for any charges or expenses to which we are committed and pay us our remuneration covering such items as if the cancellation had not taken place.



11. We shall not be liable for any delay in, or omission of, publication or transmission, or any error in or claim arising from any work conducted by us unless caused solely by our default or neglect. You agree to indemnify us and keep us indemnified against any loss or expense we may incur as a result of any claim, proceedings or complaint brought or threatened against us, which is based upon any information, representation, report, data or materials supplied, prepared or approved by you, or which results from any delay by you in approving any work or expenditure.
12. Nothing in this agreement shall limit our liability for fraud or for death or for personal injury caused by our negligence. However for all other claims arising under or in connection with this agreement, the maximum aggregate liability of either party to the other is the total annual fee payable under the agreement or, for additional services, the service fee.
13. We acknowledge a duty not to disclose without your permission, whether during or after the term of our appointment, any confidential information concerning you or any of your subsidiary or associated companies. We further acknowledge that from time to time we may receive unpublished price sensitive information relating to your securities and undertake that we will observe and comply with all appropriate rules, regulations, codes of conduct of any statutory, competent or regulatory authority and/or stock exchange. Nothing in this Agreement shall prevent our disclosure of any confidential information that is required by any obligation of law or by any statutory competent or regulatory authority and/or stock exchange.
14. This Agreement shall be governed by and construed in all respects in accordance with English law and it is agreed that any dispute shall be subject to the exclusive jurisdiction of the English Courts.
15. You agree that neither on your own account or in partnership or association with any person, firm, company or organisation or otherwise and whether directly or indirectly during or for a period of 12 months from the termination of this contract will you offer employment to, solicit or entice away or attempt to solicit or entice away (or authorise the taking of any such action by any other person) any executive of FieldHouse who has worked on your account during the last 12 months, without prior agreement.
16. All values and amounts quoted in this agreement are exclusive of VAT and we shall apply VAT to your charges for activity and expenses in accordance with UK law.