



## FieldHouse BaseCamp 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 FieldHouse BaseCamp services covers a 12-month period. Terms of an ongoing agreement will be discussed following this.
2. The subscription fee will be £149 + 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 be charged monthly in advance by Direct Debit.
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. 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.
9. 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.
10. 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. 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.

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11. 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.
12. 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.
13. 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.