

Freshfield PR Ltd Terms and Conditions

The following are the standard terms and conditions of Freshfield PR Limited (Freshfield) and form the basis of all PR and creative services contractual agreements with Clients (Client)

1. Retainer fee:

The scope of any retainer fee programme or project will be agreed between Freshfield and the Client, prior to commencement of work. The service provided by Freshfield under the terms of the agreement may not be identical for all Clients, but will normally include the provision of a full PR / editorial programme, covering a proactive programme of press releases, articles, a full press office function, maintenance of media contacts, management of editorial visits, features and comment research.

The agreed monthly retainer fee covers all executive, administrative and secretarial time provided by the consultancy in the execution of the agreed public relations programme.

For retained clients, a monthly campaign disbursement levy of 10% of the retainer fee will be charged to cover a press cuttings service and other administrative operational expenses incurred by Freshfield, such as general postage, mileage for Client update meetings, faxes and telephone calls. Items such as photography and colour separations, necessary to operate the public relations account effectively, and incurred by Freshfield will be recharged to the Client.

Where Freshfield is required to perform specific production tasks outside of this agreed programme, e.g. advertising, direct mail, corporate literature, digital services (including copywriting for literature and digital projects), exhibition stands and materials etc, detailed quotations will be provided by Freshfield prior to commencement of work, indicating, where applicable, any ad hoc consultancy fees that will be incurred.

Additional public relations work that falls outside the remit of the retainer fee programme (e.g. defined project work, such as planning and implementation of crisis public relations programme, writing of award entries, store openings, sponsorship projects, etc) will also be subjected to an additional consultancy fee. Any such work will be quoted for and agreed with the Client prior to work being undertaken by Freshfield.

Other, 'out of pocket' expenses, such as entertaining the press, travel (e.g. to press meetings in London), subsistence on Client business and overnight accommodation, which may be required in the course of work for the Client, will be recharged to the Client. The Client will be pre-advised of any such 'out of pocket' expenses.

The retainer fee programme will run from the agreed date of commencement, until terminated by either party. Cancellation terms for termination of the retainer fee programme are two months (from the 1st of the month following notice) in writing from either party. Should the Client wish to cancel at any point during the process they shall remain liable for the work that has taken place and shall be invoiced accordingly.

2. Order acknowledgment form:

Freshfield cannot commence any design or digital project until Freshfield has received a signed (by the Client) copy of an order acknowledgment form which confirms payment terms.

3. Approval processes:

Throughout the duration of the project, Freshfield accepts legal confirmation, acceptance and approval of key stages through emails received from the Client. This process hereafter is referred to as "Approval". Approval emails must be made on official Client email system. Freshfield cannot accept third party email Approvals from Hotmail, Google or Yahoo email addresses.

4. Proofs and errors:

Extra charges may be applied for major corrections, amendments, alterations in style or content and for corrected proofs. On request, proofs are available for Clients' approval. No responsibility or liability will be accepted by Freshfield for- (i) any errors after the proofs have been approved by the Client or (ii) for any material for which the Client has given instructions that allow for artists' license (iii) any errors in spelling or grammar made by the Client from copy or text supplied to our designers where proofs have been submitted to the customer. Proofs are not colour calibrated and no responsibility will be accepted for deviations in colour from the proof supplied. Any complaints about services provided or work supplied deemed by the Client to be the fault of Freshfield should be submitted in writing within seven days of delivery or receipt of invoice, whichever occurs sooner. After this date all goods and/or services will be deemed to be acceptable for use. Any usage of the goods supplied will be deemed as acceptance of the goods.

5. Copyrights and trademarks:

By supplying text, images and other data to Freshfield for inclusion in the Client's website or other medium, the Client declares that it holds the appropriate copyright and/or trademark permissions. The ownership of such materials will remain with the Client, or rightful copyright or trademark owner. By supplying images, text, or any other data to Freshfield, the Client grants Freshfield permission to use this material freely in the pursuit of the design. Should Freshfield, or the Client supply an image, text, audio clip or any other file for use in a website, multimedia presentation, print item, exhibition, advertisement or any other medium believing it to be copyright and royalty-free, which subsequently emerges to have such copyright or royalty usage limitations, the Client will agree to allow Freshfield to remove and/or replace the file on the site. The Client agrees to fully indemnify and hold Freshfield free from harm in any and all claims resulting from the Client in not having obtained all the required

copyright, and/or any other necessary permissions. Any Stock photography supplied by Freshfield is for the sole use in this individual project only. Supplied artwork and any other property supplied to Freshfield by or on behalf of a Client will be held and worked upon at the Client's own risk. Any additional work (adding bleeds, relaying artwork, typesetting or downloading fonts, separation etc.) is charged at an agreed rate.

6. Timescales:

Any indication given by Freshfield of a design project's duration is to be considered by the Client to be an estimation. Freshfield cannot be held responsible for any project overruns, whatever the cause. Estimated project duration should be deemed to be from the date that cleared funds are received by Freshfield for the initial payment or by date confirmed in writing by Freshfield.

7. General points:

All work carried out by Freshfield is on the understanding that Freshfield's Client has agreed to the terms and conditions set out. Copyright is retained by the agency on all design work including words, pictures, ideas, visuals and illustrations unless the Client has paid all costs relating to projects which have been undertaken by Freshfield.

8. Credits:

The Client agrees to allow Freshfield to place a small Freshfield credit on printed material and/or on website with hyperlink to Freshfield's website.

9. Concepts:

All conceptual work undertaken whether experimentally or otherwise will be charged at an agreed rate.

10. Quotations:

All prices quoted are exclusive of VAT. All quotations shall be given in writing and deemed valid for 28 days from the quotation date.

11. Print:

The Client must sign a Client Approval Form before a print-related project is sent to the printers. Client amends to a print-based job following signature on Client Approval Form will incur additional charges to the ones set out in the Purchase Order Form. Freshfield will confirm additional costs to the Client.

12. Creative services payment terms:

Unless otherwise agreed, for all design and digital projects, an upfront payment is required from any new Client before any work is carried out. It is Freshfield's policy that any outstanding accounts for work carried out by Freshfield is required to be paid in full, no later than 28 days from the date of the invoice unless by prior arrangement with Freshfield. Schedule:

- 50% to commence design and development.
- 50% upon delivery of project.

13. Payment terms:

Payment in full of our invoices by the Client is due within 28 days of the date shown on the invoice. All goods, materials and services provided by Freshfield shall remain the property of Freshfield until paid for in full by the Client. Freshfield PR Ltd understand and will exercise the statutory right to charge interest under the Late Payment of Commercial Debts (Interest) Act 1998 if payment is not made according to agreed payment terms. Any payment returned by the bank or credit card company will incur a £25, administration charge. This will be invoiced and will be added to the total outstanding debt owed by the Client.

14. Ownership:

The Client shall have full copyright to any commissioned work once payment has been received in full, however, Freshfield retains the right to display the item/s in any online or offline portfolios, and for the purpose of marketing or advertising our services on or offline.

15. Delivery:

Goods will be delivered by the most economical means by a carrier of our choice. Should the customer specify another means i.e. "overnight AM" there shall be an additional charge. Any damages caused in transit are the sole responsibility of the carrier and shall be governed by their terms and conditions.

16. Storage:

If for any reason the Client is unable to accept delivery or collect the goods at the time when the goods are ready Freshfield shall be under no obligation to store the same. Freshfield may, however, at its discretion and if its storage facilities permit, store the goods but at the Client's risk and the Client shall be liable to Freshfield for the reasonable cost (including insurance) of it so doing.

17. Force majeure:

Freshfield shall make every effort to carry out the Client's instruction and the resulting contract but shall be under no liability if unable to carry out any provision of the contract for any reason beyond Freshfield's control (without limiting the foregoing) including inability to secure labour, materials or supplies, breakdown of machinery or malfunctions, or as a result of any Act of God, war, labour dispute, fire, flood, legislation, failure of power supply or any cause beyond Freshfield's control.

18. Jurisdiction

These conditions and all other terms of the contract shall be governed and construed in accordance with the laws of England. Acceptance of the terms herein and all other terms of the contract is a necessary condition of any work entered into with Freshfield and is not subject to approval or examination.

19. Terms and conditions of sale:

You are judged to have read and understood these conditions. It is a condition of placing an order that you are bound by these terms. Freshfield will not be bound by any conditions imposed by the Client unless agreed in writing and signed by both parties.

20. Correspondence:

All correspondence should be addressed to:
Freshfield PR Ltd
25 Winckley Square
Preston
Lancashire
PR1 3JJ