

STANDARD TERMS AND CONDITIONS

1 DEFINITIONS AND INTERPRETATION

1.1 Defined words and expressions used in this Contract shall take the following meanings:

'Business Day' a day other than a Saturday, Sunday or public holiday in England on which banks in London are open for business;

'Client' the party to which the Proposal is issued and which is named therein;

'Client Data' means any personal data provided to HNM by or on behalf of the Client;

'Client Materials' the content, information, instructions, scripts, media, documentation or other materials provided to HNM by the Client from time to time and in whatever form or media for incorporation in the Deliverables or otherwise for HNM's use in conjunction with the provision of the Service(s);

'Confidential Information' has the meaning given in clause 7.1;

'Consultancy Services' the consultancy and advisory services to be provided by HNM to the Client as more particularly described in the Proposal.

'Contract' the contract between HNM and the Client comprising the Proposal, these Terms and (where applicable), the Service Schedule;

'Defects' alleged failure of the Services or the Deliverables (or any part thereof) to comply with the requirements agreed between the parties;

'Deliverables' means the end product to be provided to or used by or for the benefit of the Client, defined more particularly with reference to these Terms and/or (where applicable), the Service Schedule;

'Deposit' has the meaning given in clause 4.1;

'DP Legislation' means any and all applicable data protection legislation in force from time to time including but not limited to the Data Protection Act 1998, the General Data Protection Regulation, the Electronic Communications Data Protection Directive, the Privacy and Electronic Communications (EC Directive) Regulations 2003 and all applicable laws and regulations relating to the Processing of personal data and privacy, including where applicable the guidance and codes of practice issued by the Information Commissioner or any other supervisory authority, and the equivalent of any of the foregoing in any relevant jurisdiction and the terms **'Data Controller'**, **'Data Processor'**, **'Data Subject'**, **'Personal Data'**, and **'Processing'** bear the respective meanings given to them in the DP Legislation;

'Fees' the fees payable by the Client to HNM for the Services as defined in the in the Proposal;

'HNM' means Henderson News and Media Limited, a company incorporated in England and Wales (company number 08850863), whose registered office is at Chandler House, 7 Ferry Road Office Park, Riversway, Preston, Lancashire, PR2 2YH;

'Inappropriate Content' has the meaning given in clause 6.2;

'Intellectual Property Rights' patents, rights to inventions, copyright and related rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, database rights, rights

to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world, including the right to sue for and recover damages for past infringements;

'Loss' any actions, awards, charges, claims, costs, damages, demands, expenses, fees, fines, liabilities, losses, penalties and proceedings;

'News Agency Services' the ad hoc sale and purchase of Deliverables;

'Order' a request from the Client for HNM to provide the Services detailed in the Proposal issued to HNM by either signing and submitting the Proposal or otherwise indicating its acceptance of the Proposal in writing;

'Order Confirmation' a written communication from HNM to the Client committing its acceptance of the Order;

'PR and Marketing Services' the subscription based Services provided by HNM to the Client in accordance with the Service Schedule;

'Proposal' the proposal/quotation issued by HNM to the Client in writing, which for the avoidance of doubt shall include email proposals;

'Service(s)' the service(s) to be delivered by HNM to the Client as particularised in the Proposal and, where:

- (a) Consultancy Services, which shall be provided in accordance with clause 3 of these Terms;
- (b) News Agency Services, which shall be provided in accordance with clause 3 of these Terms; and/or
- (c) PR and Marketing Services, which shall be provided in accordance with the Service Schedule;

'Service Schedule' the schedule to these Terms (and any documents specifically referred to therein), which contain specific terms and conditions relating to the provision of PR and Marketing Services;

'Term' the period of time during which the Contract remains in force; and

'Terms' means these standard terms and conditions.

1.2 Unless the context otherwise requires:

- (a) references to clauses, Schedules and paragraphs are to the relevant clauses, Schedules or paragraphs of this Contract;
- (b) the headings to the clauses, Schedules and paragraphs of this Contract will not affect the interpretation;
- (c) any reference to an enactment includes reference to that enactment as amended or replaced from time to time and to any subordinate legislation or byelaw made under that enactment.

2 FORMATION OF CONTRACT

2.1 Any Proposal shall remain valid for a period of 30 days and where the Client wishes to receive the Services detailed therein, it shall submit an Order to HNM within that time period. If there are any inconsistencies between the

- Proposal and these Terms, the Proposal shall take precedence.
- 2.2 HNM may use the information given to it by the Client or information it may hold about the Client, or which it receives from any enquiry made with various agencies (including but not limited to credit reference agencies) in reaching any determination as to the basis on which it deals with the Client and with a view to protecting parties from fraudulent transactions.
- 2.3 Provided that HNM reserves the right at its absolute discretion to accept or reject an Order or to withdraw, vary or reissue the Proposal prior to formation of the Contract, HNM shall within a reasonable period of its receipt of an Order (where it wishes to accept it) issue an Order Confirmation.
- 2.4 At the point at which:
- (a) HNM delivers an Order Confirmation; or
- (b) HNM (if earlier), commences the delivery of any of the Service(s); or
- (c) (in the case of the News Agency Services) the steps in clause 3.7 have taken place,
- the Contract shall be formed between the parties.
- 3 SERVICES – SPECIAL ATTENTION IS DRAWN TO THIS CLAUSE AND THE (WHERE APPLICABLE) THE SERVICE SCHEDULE**
- 3.1 Following HNM's issuance of an Order Confirmation, it shall provide the Services in accordance with these Terms and (where applicable) the Service Schedule. In any event the Services shall be provided with reasonable skill and care and to a reasonable standard in line with recognized industry standards and codes of practice.
- 3.2 HNM may, on prior written notice to the Client, make changes to the Services, provided that such changes do not have a materially adverse effect on the Client's business operations.
- 3.3 Except for the limited warranties set out in this Contract, HNM excludes and the Client waives all other representations, conditions, terms and warranties, whether express, implied or collateral, arising by operation of law or otherwise, including but not limited to implied warranties, terms or conditions of satisfactory, quality or fitness for a particular purpose or conformance to description, except to the extent such representations, conditions, terms or warranties may not be excluded by law.
- 3.4 Nothing in this Contract shall prevent HNM from being engaged in, concerned with or having any financial interest in any other business, trade or profession or occupation during the provision of the Services.
- Consultancy**
- 3.5 HNM shall devote such time as it deems reasonably necessary for the proper performance of the Consultancy Services and promptly provide the Client with all such information and reports as it may reasonably require in connection with matters relating to the provision of the Consultancy Services.
- News Agency Services**
- 3.6 HNM may from time to time produce certain news, blogs, images, articles, stories, editorial and other such journalistic works, which for the purposes of the News Agency Services shall be the Deliverables.
- 3.7 In addition to the method outlined in clause 2, a Contract may be formed in relation to the News Agency Services where:
- (a) HNM supplies Deliverables to the Client 'on spec' and the Client makes use of such Deliverables; or
- (b) the Client otherwise makes use of the Deliverables without HNM first having provided them to the Client,
- following which HNM shall provide the News Agency Services.
- 3.8 The Deliverables shall be used strictly for the purposes agreed between the parties.
- 4 FEES AND PAYMENT – SPECIAL ATTENTION IS DRAWN TO THIS CLAUSE**
- 4.1 Where specified within the Proposal, the Client shall pay HNM a non-refundable deposit upon receipt of the Order Confirmation (**'Deposit'**). Until such time as the Deposit is received in full and clear funds by HNM, it shall not be obliged to provide the Services to the Client.
- 4.2 Save to the extent detailed in the Proposal, HNM may raise and issue the Client with interim invoices from time to time and the Client shall pay the Fees applicable to such invoices within 30 days of the date of the relevant invoice. Time for payment of all Fees under and in accordance with the Contract is of the essence.
- 4.3 Payment of all Fees are due in Pounds Sterling and shall be made without set off, counterclaim or deduction.
- 4.4 In the event that HNM has not received payment of any due Fees by the due date for payment and without prejudice to any other rights or remedies of HNM, HNM may:
- (a) suspend or otherwise disable the provision of, or cease to provide any or all of the Service(s) whilst the relevant Fees concerned remain unpaid; and/or
- (b) demand that the Client cease to make use of the Deliverables; and/or
- (c) interest shall accrue on a daily basis on such due amounts at an annual rate equal to 8% over the then current base lending rate of the Bank of England from time to time, commencing on the due date and continuing until fully paid, whether before or after judgment.
- 4.5 The Fees exclude value added tax and any applicable additional or substitute taxes, levies, imposts, duties, fees or charges whatsoever and whenever, all of which shall be paid additionally by the Client.
- 4.6 In the event of a change in applicable law or regulation that materially changes the cost of delivery of the applicable Service(s), HNM may give the Client written notice thereof and the Client shall have 30 days to accept such increased costs else the applicable portion of the Contract shall be deemed terminated with immediate effect.
- 4.7 If the Client disputes any portion of an invoice, the Client must pay the undisputed portion of an invoice in full notwithstanding such dispute and notify HNM of such dispute within 10 days of receipt of said invoice.
- 5 OBLIGATIONS OF CLIENT**
- 5.1 The Client shall be responsible for:
- (a) providing HNM with:
- (i) all necessary co-operation and information as may be required by HNM in relation to the performance of its obligations under this Contract;
- (ii) all necessary access to such information as may be required by HNM; and
- (iii) safe access to, egress from and movement around its premises, where the same is needed to be accessed or is otherwise accessed by HNM in order to provide any of the Services;
- (b) compliance with all applicable laws and regulations with respect to its activities under this Contract;

- (c) carrying out all other Client responsibilities set out in this Contract in a timely and efficient manner. In the event of any delays in the Client's provision of such assistance as agreed by the parties, HNM may adjust any agreed timetable or delivery schedule as reasonably necessary; and
- (d) obtaining and maintaining all necessary licences, consents, and permissions necessary for HNM, its contractors and agents to perform their obligations under this Contract, including without limitation the Services.

6 MATERIALS AND INAPPROPRIATE CONTENT

6.1 The Client shall be responsible for the accuracy and completeness of the Materials and shall provide them in whatever form and format required by HNM.

6.2 The Client shall ensure and warrants that the Materials are not and/or do not (as the case may be):

- (a) infringe any applicable laws, regulations or third party rights (including breach of any third party's Intellectual Property Rights);
- (b) unlawful, harmful, threatening, defamatory, menacing, obscene, indecent, seditious, offensive, blasphemous, infringing, harassing or racially or ethnically offensive;
- (c) facilitate illegal activity;
- (d) depict sexually explicit or pornographic images;
- (e) promote unlawful violence;
- (f) liable to incite racial hatred or acts of terrorism;
- (g) discriminatory based on race, gender, colour, religious belief, sexual orientation, disability or otherwise; or
- (h) otherwise illegal or cause damage or injury to any person or property,

('Inappropriate Content') and HNM reserves the right, without liability or prejudice to its other rights to or against the Client, to cease to provide the Services or otherwise exclude at its absolute discretion any material that it deems to be Inappropriate Content.

6.3 The Client shall indemnify HNM for and against all Losses arising as a result of any action or claim that the Materials or any part thereof constitute Inappropriate Content.

7 CONFIDENTIALITY

7.1 Each party agrees and undertakes that it will keep confidential and will not use for its own purposes nor without the prior written consent of the other party disclose to any third party all information of a confidential nature (including trade secret, information of commercial value, the terms of this Contract and any information in written or other documentary form supplied by one party to the other) which may become known to that party from the other party ('Confidential Information') unless the Confidential Information is public knowledge or already known to that party at the time of disclosure or subsequently become public knowledge other than by breach of this Contract or subsequently comes lawfully into the possession of that party from a third party.

7.2 To the extent necessary to implement the provisions of this Contract each party may disclose the Confidential Information to those of its employees as may be necessary or desirable provided that before any such disclosure each party shall make those employees aware of its obligations of confidentiality under this Contract and shall at all times procure compliance by those employees with them.

8 DATA PROTECTION

8.1 Each party shall, in performing its obligations under this Contract, comply with the DP Legislation.

8.2 If HNM processes any Client Data when performing its obligations under this Contract, the parties record their

intention that the Client shall be the Data Controller and HNM shall be the Data Processor and in any such case:

- (a) the Client warrants that it has a legal basis under the DP Legislation to enable the lawful transfer of the Client Data to HNM for the purposes of the Contract and, where required under the DP Legislation, it has obtained the prior and express consent of each Data Subject to transfer the Client Data to HNM in accordance with DP Legislation and that the Client is accordingly entitled to transfer the Client Data to HNM so that it may lawfully use, process and transfer the Client Data in accordance with this Contract;
- (b) the Client acknowledges and agrees that the Client Data may be transferred or stored outside the EEA or the country where the Client and the Data Subjects are located in order to carry out the Services and HNM's other obligations under this Contract;
- (c) the Client warrants that it is entitled to transfer the relevant Client Data to HNM having obtained the Data Subject's express consent so that HNM may lawfully use, process and transfer the Client Data in accordance with this Contract on the Client's behalf;
- (d) the Client shall ensure that the relevant third parties have been informed of, and have given their consent to, such use, Processing, and transfer as required by DP Legislation; and
- (e) each party shall take appropriate technical and organisational measures against unauthorised or unlawful Processing of the Client Data or its accidental loss, destruction or damage.

8.3 HNM shall:

- (a) only carry out Processing of any of the Client Data on the Client's and any other lawful instructions given from time to time;
- (b) only transfer the Client Data to countries outside EEA that ensure an adequate level of protection for the rights of the Data Subject; and
- (c) promptly and fully notify the Client in writing of any notices in connection with the Processing of any Client Data, including subject access requests, and provide such information and assistance as the Client may reasonably require.

8.4 In the event of any loss or damage to Client Data, the Client's sole and exclusive remedy shall be for HNM to use reasonable commercial endeavours to restore the Client Data which has been lost or damaged from the latest back-up of such maintained by the Client.

8.5 Except as expressly provided otherwise, this Contract does not transfer ownership of, or create any licences (implied or otherwise), in any Intellectual Property Rights in any data, which is not Personal Data.

9 INTELLECTUAL PROPERTY RIGHTS

9.1 The parties agree that, except as expressly provided to the contrary, this Contract does not transfer ownership of, or create any licences (implied or otherwise), in any Intellectual Property Rights:

- (a) owned or otherwise vested in HNM prior to this Contract being formed or which are licensed to and not owned by HNM;
- (b) which are created by HNM in the course of providing the Services; or
- (c) in the Materials, save to the extent that HNM need to make use of the same in connection with the provision of the Services.

9.2 HNM reserves and retains all moral rights in the Deliverables including but not limited to the right to:

- (a) object to and prevent the Deliverables from being modified or treated in a derogatory manner (as determined at HNM's absolute discretion); and
 - (b) be acknowledged as the author of the Deliverables.
- 10 INDEMNITY AND LIMITATION OF LIABILITY – SPECIAL ATTENTION IS DRAWN TO THIS CLAUSE**
- 10.1 The Client shall indemnify HNM, keep HNM indemnified and hold HNM harmless for and against all Loss (including any direct, indirect, special or consequential Loss, loss of profit, loss of business, contract, loss of reputation and all interest, penalties and legal and other reasonable professional costs and expenses) suffered or incurred by HNM arising out of or in connection with:
- (a) the Client's breach of this Contract howsoever arising;
 - (b) any wilful or negligent act or omission of the Client, its officers, employees, contractors or agents; and
 - (c) the use of the Services and any Deliverables.
- 10.2 Except as expressly and specifically provided in this Contract:
- (a) the Client assumes sole responsibility for results obtained from the use of the Services and the Deliverables, and for conclusions drawn from such use. HNM shall have no liability for any damage caused by errors or omissions in any information provided to HNM by the Client in connection with the Services, or any actions taken by HNM at the Client's direction; and
 - (b) all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from this Contract.
- 10.3 Nothing in this Contract excludes the liability of HNM:
- (a) for death or personal injury caused by HNM's negligence; or
 - (b) for fraud or fraudulent misrepresentation.
- 10.4 Subject to clause 10.2 and clause 10.3:
- (a) HNM shall not be liable whether in contract, tort (including for negligence or breach of statutory duty), misrepresentation, restitution or otherwise for any Loss of an indirect, special or consequential nature howsoever arising under this Contract; any loss of profits; loss of business; depletion of goodwill and/or similar losses; loss of or corruption to data or information; or pure economic loss;
 - (b) HNM's total aggregate liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise for any Loss arising in connection with the performance or contemplated performance of this Contract shall be limited to the total of all Fees paid to HNM by the Client in cleared funds during the 12 months immediately preceding the date on which the claim arose; and
 - (c) in no event shall HNM, its employees, agents and sub-contractors be liable to the Client for any Defects or to the extent that any alleged infringement of Intellectual Property Rights is based on:
 - (i) a modification of the Services or Deliverables by anyone other than HNM; or
 - (ii) the Client's use of the Services or Deliverables in a manner contrary to the instructions given to the Client by HNM; or
 - (iii) the Client's use of the Services or Deliverables after notice of the alleged or actual infringement from HNM or any appropriate authority; or
 - (iv) the fraudulent or unauthorised use of any Service or Deliverables by the Client.
- 10.5 The Client agrees and acknowledges that HNM makes no warranties, undertakings or guarantees with regards to results or sales as a result of the performance of the Services or use of any particular Deliverables.
- 10.6 In the defence or settlement of any claim, HNM may procure the right for the Client to continue using the Services and/or any Deliverables, replace or modify the Services and and/or any Deliverables so that they become non-infringing or, if such remedies are not reasonably available, terminate this Contract on 2 Business Days' notice to the Client without any additional liability or obligation to pay liquidated damages or other additional costs to the Client.
- 10.7 The foregoing states the Client's sole and exclusive rights and remedies, and HNM's (including HNM's employees', agents' and sub-contractors') entire obligations and liability, for infringement of any Intellectual Property Rights and confidentiality.
- 10.8 No employee or representative of HNM, other than a duly authorised officer, has any authority to bind HNM to any warranty or undertaking whatsoever other than that, if any, provided in this Contract, or to vary the terms of this Contract.
- 11 TERM AND TERMINATION**
- 11.1 This Contract shall be for the Term commencing with the date on which the Contract is formed and (save where terminated earlier in accordance with clause 11.2):
- (a) continuing (where applicable) in accordance with the relevant provisions of the Service Schedule; and/or
 - (b) expiring upon completion of the Consultancy Services and/or News Agency Services (as the case may be).
- 11.2 HNM may terminate this Contract (in full or in relation to (where applicable) the Service Schedule) immediately by written notice to the Client in the event that:
- (a) the Client fails to pay any undisputed amounts due to HNM in relation to any Service(s);
 - (b) the Client commits any breach of a material provision of this Contract that is irremediable or, if remediable, is not remedied by the Client within 14 days' of the Client's receipt of written notice from HNM specifying the breach and requiring its remedy;
 - (c) any regulatory decision or governmental order requiring HNM to suspend the provision of the Service(s) or the Deliverables; or
 - (d) the Client:
 - (i) suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986;
 - (ii) commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of the Client;
 - (iii) suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business);
 - (e) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Client other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
 - (f) an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to

- appoint an administrator is given or if an administrator is appointed, over the Client;
- (g) the holder of a qualifying floating charge over the assets of the Client has become entitled to appoint or has appointed an administrative receiver;
 - (h) a person becomes entitled to appoint a receiver over the assets of the Client or a receiver is appointed over its assets;
 - (i) a creditor or encumbrancer of the Client attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the Client's assets and such attachment or process is not discharged within 14 days;
 - (j) any event occurs, or proceeding is taken, with respect to the Client in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in this clause 11.2.
- 11.3 In any circumstance in which HNM may terminate any or any portion of this Contract, it may exercise its right to suspend performance of any of the Service(s).
- 11.4 On termination of this Contract by HNM under clause 11.2, all licences granted by HNM under this Contract shall terminate immediately.
- 11.5 Any provision of this Contract that expressly or by implication is intended to come into or continue in force on or after termination or expiry of this Contract shall remain in full force and effect.
- 11.6 Termination or expiry of this Contract shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry.
- ## 12 SUSPENSION OF SERVICES
- 12.1 Exercise by HNM of its right to suspend performance of its obligations under this Contract shall:
- (a) be without liability to the Client; and
 - (b) not function as a waiver of any right of termination that HNM may have under this Contract.
- 12.2 Upon HNM's suspension of any Service to the Client under any of the foregoing clauses, HNM may, in addition to all other remedies that may be available to HNM, assess and collect from the Client any applicable liquidated damages.
- ## 13 NOTICES
- 13.1 All notices under this Contract shall be in writing and must be in English.
- 13.2 Notices shall be deemed to have been duly given:
- (a) when delivered, if delivered by courier or other messenger (including registered mail) during normal business hours of the recipient; or
 - (b) at 9:00 am on the next Business Day, if transmitted by email; or
 - (c) at 9:00 am on the second Business Day following mailing, if mailed by national ordinary mail, postage prepaid,
- in each case addressed to the most recent address or email address notified to the other party.
- ## 14 MISCELLANEOUS
- 14.1 **Force Majeure.** Neither party shall have any liability under or be deemed to be in breach of this Contract for any delays or failures in performance of this Contract which result from

circumstances beyond the reasonable control of that party. If such circumstances continue for a continuous period of more than 3 months, the non-affected party may terminate the Service(s) affected only by written notice to the other party.

- 14.2 **Marketing.** The Client agrees that HNM may refer to the Client and may briefly describe the Client's business in HNM's marketing materials and on its website. The Client hereby grants HNM a limited licence to use any Client trade names and trade marks solely in connection with the rights aforesaid.
- 14.3 **Severability.** If any provision of this Contract is or becomes prohibited by law or is judged by a court to be unlawful, void or unenforceable, the provision shall, to the extent required, be modified to the minimum extent required in order to give its intended effect, else to the extent that this is not possible, be severed from this Contract and rendered ineffective as far as possible without modifying the remaining provisions of this Contract without affecting any other circumstances of or the validity or enforcement of the remainder of this Contract.
- 14.4 **No Waiver.** Unless a party expressly waives its rights in writing no delay, neglect or forbearance on the part of either party in enforcing against the other party any term or condition of this Contract shall either be or be deemed to be a waiver or in any way prejudice any right of that party under this Contract. No right, power or remedy conferred upon or reserved for either party is exclusive of any other right, power or remedy available to that party.
- 14.5 **Set Off.** Where HNM has incurred any liability to the Client, whether under this Contract or otherwise, and whether such liability is liquidated or unliquidated it may set off the amount of such liability against any sum that would otherwise be due to it by the Client.
- 14.6 **Entire Agreement.** The parties agree that this Contract constitutes the entire agreement between the parties and the Client confirms that it has not entered into it on the basis of any representation that is not expressly incorporated into this Contract.
- 14.7 **Third Party Rights.** Except as expressly provided otherwise, this Contract shall not be enforceable by any third party in accordance with the Contracts (Rights of Third Parties) Act 1999.
- 14.8 **Partnership.** This Contract shall not constitute or imply any partnership, joint venture, agency, fiduciary or other relationship between the parties.
- 14.9 **Variation.** This Contract may not be released, discharged, supplemented, interpreted, amended, varied or modified in any manner except by an instrument in writing signed by a duly authorised officer or representative of each of the parties.
- 14.10 **Transfer.** This Contract is personal to the Client and the rights and obligations hereunder may not be assigned or transferred to a third party without the prior written approval of HNM. HNM may assign or transfer its rights and obligations hereunder without the Client's prior written consent.
- 14.11 **Successors.** This Contract shall be binding upon, and inure to the benefit of, the parties and their respective successors and permitted assignees, and references to a party in this Contract shall include its successors and permitted assignees.
- 14.12 **Law & Jurisdiction.** This Contract shall be governed by English law and disputes arising under or in relation to it or its subject matter shall be subject to the exclusive jurisdiction of England and Wales.

SERVICE SCHEDULE – PR & MARKETING RETAINER SERVICES

1 DEFINITIONS

1.1 Defined words and expressions used in this Service Schedule shall take the meaning given to them in the Terms, unless detailed below:

‘Brief’ means the brief for a Story as agreed between the parties from time to time and including any changes agreed between the parties and which includes any timescales;

‘Effective Date’ the date on which the Contract is formed between the parties in accordance with clause 2 of the Terms;

‘Marketing Strategy’ the timetable and/or plan (if any) in accordance with which HNM shall carry out the Services as agreed in writing provided that any timescales shall be indicative and used as estimates only;

‘Proofing’ the review to be carried out on the draft Story as set out in paragraph 4 or as otherwise notified to the Client by HNM;

‘Service’ shall mean the development, drafting and delivery of Stories required by the Client throughout the Term from time to time; and

‘Story’ means the news article, story or press release pursuant to the Client's requirements and which for the purposes of the Terms shall constitute the Deliverables.

2 COMMENCEMENT, TERM AND INCREASING FEES

2.1 The Services shall be provided by HNM to the Client from the Effective Date unless and until terminated in accordance with the Terms or by the Client providing HNM with no less than one month's written notice.

2.2 HNM may increase the Fees relating to the Services upon no less than one month's written notice to the Client which shall take effect under this Contract immediately upon expiration of such notice.

3 SERVICE SCOPE AND DESCRIPTION

3.1 HNM shall provide the Services in accordance with any Marketing Strategy and develop, draft and deliver Stories on and subject to the terms of this Service Schedule and in all material respects, in accordance with any Brief.

3.2 The Client acknowledges that HNM's ability to provide a Story materially in accordance with the Brief or otherwise is dependent upon the full, efficient and timely co-operation of the Client (which the Client agrees to provide), as well as the accuracy and completeness of any Materials provided to HNM. In the event of any delays in the Client's performance of its obligations, HNM may adjust the Brief, any agreed timetable or delivery schedule as reasonably necessary.

3.3 Save that time for performance of the Services shall not be of the essence, HNM shall be given an extension of any timetable of any one or more of the stages in the Services if one of more of the following events occurs:

- (a) a variation to the Story or the Brief is made at the Client's request; or
- (b) a delay is caused in whole or in part by an action or omission of the Client or its employees, agents or third-party contractors.

3.4 The Client shall be solely responsible for the accuracy of all text, specifications, drawings and illustrations submitted by HNM to the Client for checking and approval before the Services are further progressed and the Client accepts responsibility for final proof-reading and any artwork approval, whether or not the Client delegates this task to any HNM partner or employee.

4 ACCEPTANCE OF STORIES

4.1 Once HNM has completed the draft of a Story in accordance with the Brief and has notified the Client that it is ready to be checked, Proofing shall be carried out.

4.2 Following Proofing having been carried out, the Client shall:

- (a) be deemed to have approved the accuracy, completeness and truth of the Story and that it contains no Inappropriate Content; and
- (b) indicate whether it accepts or rejects the Story, in which case it shall notify HNM of what changes it would like to be made to the Story prior to its use.

4.3 Where HNM:

- (a) agrees with the proposed changes notified by the Client in accordance with paragraph 4.2, it shall implement the same and the Story may then be used; or
- (b) disagrees with the proposed changes notified by the Client in accordance with paragraph 4.2, it shall notify the Client of its professional reasons why and afford the Client with the opportunity to either agree with HNM or maintain the changes that it wishes to make following which the Story may then be used.

5 USE OF STORIES

5.1 Subject to paragraph 5.2, the Client shall not:

- (a) except as may be allowed by any applicable law which is incapable of exclusion by agreement between the parties and except to the extent expressly permitted under this Contract attempt to copy, modify, duplicate, create derivative works from, republish, display, transmit, or distribute all or any portion of the Story in any form or media or by any means; or
- (b) subject to the remainder of this Contract, license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit the Story.

5.2 Paragraph 5.1 shall not apply whereby the Client is a supplier of services identical or similar to the Services to a third party end user and has engaged HNM to provide the Services as its subcontractor.

5.3 The Client shall use its best endeavours to prevent any unauthorised access to, or use of, the Story and, in the event of any such unauthorised access or use, promptly notify HNM.

5.4 Dependent on where the Story is used, the Client and/or HNM may include the statement "Written by Henderson News and Media" or "Written by Ged Henderson" in conjunction with its use.

5.5 HNM shall enable the Client access to the Website in order to update information held on the Website.