

## For the Year Commencing 2021

### General

All and any business undertaken by Allott and Associates Ltd, (hereafter referred to as Allotts) is transacted subject to the terms and conditions set out below. Consultancy includes marketing, design, public relations, web work and all services that Allotts will from time to time provide. In the event of conflicting terms between those of its Client and its own, Allotts' terms will take precedence unless Allotts Managing Director confirms otherwise in writing.

### 1. Payment

Retained contractual work will be immediately invoiced on commencement and the client will then be re-invoiced thereafter on approximately the same date each subsequent month. Projects such as consultancy, non-retained PR, design, direct-mail and web work will be invoiced on completion, or at the end of each month for part work completed during that month. Where substantial expenditure is required such as for the development of websites, filming, advertising etc, 50% pre-payment is required before work can commence. New clients need to complete a credit application form and then pay in advance until credit is established. Credit terms are strictly 30 days and take effect from the date of invoice, or if applicable on publication of an advert, whichever is soonest. Allotts reserves the right to charge interest at current National Westminster base rate plus 2% for each overdue complete month, or pro-rata per part month and any recovery costs.

### 2. Charges

The Client agrees to pay a fee as set out in the PR or marketing proposal, letter or plan. A daily rate is defined as nine am to five pm with one hour for lunch. Retainers for PR work will normally be based on the production of a maximum number of editorial pieces. Where the Client has not been able to supply the number of PR or marketing briefs needed, or in sufficient time for Allotts to satisfy its part of the contract, these will not be credited or carried forward on the expiry date of the contract. The Client is also responsible for all out of pocket expenses unavoidably incurred by Allotts, including telephone calls, parking and travelling (RAC rate) from our office in Knaresborough. All expenses will be itemised on the invoice and no major expenditure will be made without prior discussion.

### 3. Contractual Obligations

Allotts will prepare and agree with its clients a plan of action before commencing any project. For small scale proposals, a letter or email may be sent outlining the main objectives of the consultancy and the number of days agreed. Clients are free to modify or change the specifications prior to work starting, providing Allotts confirm acceptance of the changes in writing. Once expenditure has been incurred by Allotts, contractual modifications will not be accepted unless the Client reimburses Allotts for expenses already generated and our agreement has been confirmed in writing and signed by our Managing Director. Allotts reserves the right to accept verbal instructions from a Client or potential Client as an acceptance of contract.

### 4. Consequential Loss or Damage

Allotts shall not be liable for lost profits or revenue. The return of any marketing money spent on supporting activities, any loss of equipment, software or data, or the recreation of that data arising from work undertaken by Allotts. In the unlikely event, any PR writing completed for a client does not generate publicity, Allotts will complete a comparable PR story for free, providing the client highlights the problem within two months of Allotts completing the original work. Allotts' liability shall be limited to issuing a further editorial press release or feature story.

### 5. Project Management & Complaints

Allotts shall attempt where practical to use one consultant per assignment, however we reserve the right to utilise the best possible expertise and this may result in dual or triple consultants working on a particular project. Complaints or official documents must always be addressed to the Managing Director and sent in writing. In the unlikely event of a dispute Allotts will endeavour to resolve the problem ASAP, normally within 14 days.

### 6. Contract Renewal

For clients who have engaged Allotts on a monthly retainer fee the contract is automatically renewed for a further twelve months on the expiry date unless the Client has signified otherwise, in writing, six weeks before the said date. Rolling contracts will automatically increase every 12 months by the rate of wage or retail inflation, whichever is highest.

### 7. VAT

All prices will be subject to VAT at the prevailing rate (VAT number 651431364)



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## 8. Insurance

The Client undertakes to indemnify Allotts at all times in respect of accidents or injuries occurring at the Client's premises. Clients must hold a valid occupiers' liability insurance policy, which covers any Allotts consultant or administrator who may need to be temporarily based or working from the said premises. Allotts reserves the right to withdraw staff without prior notification in the event of a breach of condition 7.

## 9. Confidentiality

All information including data, financial figures, verbal statements, written reports and related material given to and or by Allotts in pursuit of consultancy, will be held in confidence and not divulged to any third party without authorisation, unless the information is already in the public domain. Unless stated otherwise in writing, the Client authorises Allotts to publicise its said relationship with the Client and to use the social media network such as Twitter and Facebook as promotional tools.

## 10. Copyright

The Client agrees to indemnify Allotts from any claims arising from the wrongful use of logos, trade-marks and other items including text, images and pictures that have been given by the Client to Allotts for design or PR purposes. The copyright of text, designs, websites and any other items composed, written, designed or created does not pass to the client until payment for the work has been made. In the event of none payment beyond Allotts' credit terms, Allotts shall have the right to withdraw its services and disable in so far as possible the work completed, pending payment.

## 11. Recruitment of Personnel

It is agreed that the Client will not directly or indirectly hire, employ, retain or use as an independent contractor, or agent, any Allotts employee, former employee, or independent contractor without the written approval of Allotts' Managing Director. This clause will remain binding for a period of not less than twelve months after the client has ceased trading with Allotts. This clause will cease to apply after any such person has been out of Allotts' employment or contract for a period of not less than six months.

## 12. Telephone Calls

Telephone calls may be recorded for staff training, brief taking and when required for contractual or security purposes.

## 13 Warranties

Allotts warrants that a press release, feature or case study will get publicity. In the highly unlikely event editorial receives no publicity, Allotts will undertake further PR work until this is achieved. A sales lead is defined as the setting up of a telephone meeting or face-to-face meeting with a pre-agreed target company which has expressed an interest in the product or service the Client provides.

## 14. Data Protection

The Client warrants that any personal data it provides Allotts for marketing campaigns or any other communication campaigns is GDPR compliant. The Client further agrees to indemnify Allotts in full from any claims arising from the said data. This includes but is not limited to meeting in full all legal costs, ICO fines, criminal, class actions and civil damages in so far as legally possible, that may arise from a legal challenge caused by data breaches, unauthorised use and/or other legal related issues, where Allotts has followed the Client's instructions.

## 15. English Law

These conditions and any contracts between the parties shall be constructed and applied in accordance with the law of England and the English Courts shall have sole jurisdiction in any dispute relating thereto.

**Allott and Associates Ltd, northern office and registered office - Claro Chambers, 42 High Street, Knaresborough, North Yorkshire, HG5 0EQ - Reg 4594507**  
**Southern office – Trinity House, 45 Camden Road, London, NW1 9LR**

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