

## Standard Terms & Conditions

### 1 Agreement to Act as Agency

- 1.1 The Client, the company named in any relevant Statement of Work, estimate or invoice to which these Terms & Conditions apply (the “**Document**”), appoints McCann Erickson Central Limited (the “**Agency**”) to carry out, and the Agency agrees to provide, the services outlined in any relevant SOW or Purchase Order (the “**Services**”) to the Client during the Term (as defined below) in accordance with these Terms & Conditions.
- 1.2 Any changes or additions to the Services provided by the Agency must be agreed in writing between the Agency and the Client. The Agency will take all reasonable steps to comply with any such request from the Client provided that the Agency is able to do so within its contractual obligations to suppliers.
- 1.3 In the event of any such cancellation, amendment or addition to the Services provided the Client will reimburse the Agency for any charges or expenses committed to or incurred by the Agency. The Client shall also pay the Agency’s remuneration covering the cancelled or amended Services as well as any charges imposed on the Agency by third parties arising from the cancellation or amendment.
- 1.4 The Agency will allocate suitable personnel with appropriate levels of experience and seniority to provide the Services. The Client acknowledges and agrees that it may be necessary for the Agency to replace the personnel with alternative personnel with similar levels of seniority and experience.
- 1.5 The Agency acts in all its contracts as a principal at law and the Client appoints the Agency as sole provider to perform the Services.
- 1.6 The Agency may outsource or sub-contract its performance of the Services or part thereof with the prior consent of the Client, such consent not to be unreasonably withheld or delayed.

### 2 Term of Appointment

- 2.1 These Terms & Conditions shall be effective from the date of the first relevant Document and shall continue until all Services are completed and delivered pursuant to any and all relevant Document, or unless terminated pursuant to Clause 7 (the “**Term**”).

### 3 Co-operation

- 3.1 The Client will give the Agency clear briefings and ensure that all the facts given about the Account are accurate. The Agency will co-operate fully with the Client and use reasonable care and skill to make the Materials (as defined below) as successful as is to be expected from a competent communications agency. The Client will help the Agency do this by making available to the Agency all relevant information and co-operating with the Agency.

### 4 Fees

- 4.1 The Client shall pay the Agency the fee for the Services as set out in any relevant Document or as otherwise agreed between the parties in writing (the “**Fee**”). The Fee is, earned on non-reconcilable basis and shall be payable in addition to all production, studio costs and other disbursements and expenses committed to or incurred.
- 4.2 All production costs and expenses are normally invoiced at the value of estimates.
- 4.3 The Client will pay all Fees and other production costs and expenses within 30 days of the date of the invoice, or as otherwise agreed between the parties in writing. Where suppliers require payment in advance or at various stages of production, the Agency will notify and obtain the Client’s written agreement in advance and payment will be made immediately upon presentation of invoice or by the date specified thereon.
- 4.4 POs will be issued in advance for all work to be paid for by the Client. Should this not be possible, the Client must approve the estimate in writing in advance and this will serve as sufficient authority until the PO is issued.
- 4.5 All Fees and other charges issued by Agency shall be exclusive of VAT or other taxes. In addition to the charges issued by Agency, Client shall be solely responsible to pay all VAT and other tax charges that are levied or imposed by reason of the transactions contemplated by these Terms & Conditions.

### 5 Intellectual Property Rights

- 5.1 The Agency shall discuss with Client on a case by case basis which usage rights in pre-existing materials and commissioned materials are required and negotiate to obtain these on Client’s behalf at the Client’s cost.
- 5.2 At the end of the Term or relevant SOW, the Agency shall upon the Client’s request, and provided all material obligations of the Client arising from these Terms & Conditions have been met, assign to the Client such of the intellectual property rights in the material created solely by the Agency specifically for the Client and the material commissioned by the Agency for the Client as may be owned by the Agency (the “**Materials**”) and capable of assignment. To the extent that any intellectual property rights in the Materials are not capable of assignment pursuant to this clause, the Agency shall procure for the Client an agreed and most appropriate licence.
- 5.3 The Agency warrants that its own work in the Materials is original work of the Agency and does not infringe any third party rights and that where work is commissioned or licenced that appropriate licences are obtained.
- 5.4 Notwithstanding the above the Agency shall, with the Client’s written consent, be able during and after the relationship to use the materials created for the purpose of promoting its own business and for purposes associated with the entry and conduct of advertising industry awards schemes.

### 6 Termination

- 6.1 Either party may terminate these Terms & Conditions by giving the other party written notice as set out in the relevant Document. In the absence of a specific notice period in the relevant Document, the terminating party shall provide such notice as is reasonable having regard to the relevant SOW.
- 6.2 Either party may terminate these Terms & Conditions immediately by notice in writing to the other if the other party is in material breach of any of these Terms & Conditions and, in the case of a breach capable of remedy, fails to remedy such breach within 30 days of receipt of written notice giving full particulars of the breach and of the steps required to remedy it.

### 7 Liability

- 7.1 The Agency’s maximum aggregate liability under these Terms & Conditions is no greater than the total fees paid to the Agency under the relevant Document. Neither party shall be liable for any indirect or consequential losses.

### 8 Miscellaneous

- 8.1 The cost to the Agency of materials or services purchased overseas may be more or less than the cost anticipated as a result of fluctuations in the rate of currency exchange. If so, the Agency will charge the Client at Lloyds TSB Bank plc’s exchange rate on the date the Agency pays for the relevant materials or services.

- 8.2 A person who is not a party to these Terms & Conditions has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of these Terms & Conditions.
- 8.3 These Terms & Conditions constitute the entire agreement and understanding of the parties and supersedes any previous agreement between the parties relating to the subject matter of these Terms & Conditions. No variation of these Terms & Conditions or of any of the documents referred to in it shall be valid unless it is in writing and signed by or on behalf of each of the parties. Unless specifically stated in these Terms & Conditions or in any relevant Document, where there is any discrepancy between the terms contained herein and those stated on any relevant Document the terms of these Terms & Conditions shall take precedence.
- 8.4 The parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales and agree that these Terms & Conditions will be governed by and construed in accordance with the laws of England and Wales.