

## 1. OUR AGREEMENT

- a. These Terms of Business supplement the agreement set out in a Booking. They do not give rise to any right for either of us to require a further Booking.
- b. We will start work when you accept our Booking. You can accept by letting us know that you accept, or by asking us to start work. No-one can process Personal Data for you until you have given written data processing instructions. Please complete the Data Processing Form with this Agreement or use your own data processing instructions.
- c. The Services to be provided are set out in the Booking. They can be amended by exchange of emails or by issuing a revised Booking to be agreed in writing by both parties.

## 2. EXPECTATION

- a. Quality standards that are unique to the project are set out in the Booking.
- b. The work is normally undertaken at our premises. When asked to travel to other premises, travel time and travel expenses will be charged.
- c. Our objectives, expressed in general terms, will be:
  - to carry out marketing activities to your requirements;
  - to promote your business;
  - to understand your key timings.
- d. In order for us to achieve the best results for you, we need your active co-operation. Specifically, you should:
  - Promptly provide the resources you are responsible for;
  - Agree brand specifications;
  - Where working within existing brand specifications, provide clear guidelines on branding so we can stay within them
- e. We will normally provide all equipment needed to perform the Services. We will set out in the Booking any items are chargeable to you.
- f. **Insurance:** If we carry professional indemnity or IR35 insurance, we set out the amount we are insured for in the Booking form. You can ask us for a copy of our current certificates of cover and policy terms.

## 3. BUSINESS ARRANGEMENTS

- a. Our Services are provided on a 'business-to-business' basis.

- The way we work is part of our trade know-how and shall not be under your direction or control.
  - We shall continue to market our services and work for other clients and maintain an independent business of our own. We agree that for the duration of this agreement and for a minimum of 12 months after the termination of this agreement that we will not be engaging directly or indirectly with any organisation that you consider to be a competitor.
- b. **Authority:** The person named in the Booking will be our main contact and has the authority to agree payments and to agree changes to a Booking. We will not order any goods or services on your behalf unless it is authorised by that person.

## 4. BUSINESS CONTINUITY AND RESILIENCE

- a. **Holiday, sickness and emergency cover:** We may nominate one or more substitutes for holiday and sickness cover. These will be given the necessary access when they are about to be used.
- b. **Expertise and focus:** From time to time we may use experts to supplement our own expertise where such expertise is needed and not provided via a 3rd party contracted directly with you.
- c. **Availability and deadlines:** We may delegate elements of your work, or entire projects to suitably qualified members of our team to provide appropriate depth of resources to meet your business deadlines.
- d. All our team are contracted to confidentiality and appropriate GDPR standards where necessary. We also warrant to you that should we engage a 3<sup>rd</sup> party to provide any services to you that we will engage that 3<sup>rd</sup> party under terms that offer the same or higher levels of compliance with the terms contained herein. Where we engage a 3<sup>rd</sup> party to provide any services to you, we agree to indemnify and hold you harmless against any claims from that 3<sup>rd</sup> party.

## 5. TIMING AND STANDARD OF PROVISION OF SERVICES

- a. We will use our reasonable endeavours to deliver Services according to the timetable described in the Booking. Where work is undertaken by retainer you must specify your priorities and deadlines in line with the services that you have purchased. We will let you know if we expect that campaign or other deadlines may not be met. Where we have not delivered our services to a satisfactory standard within the agreed deadlines, we agree to provide you with service credits or a refund of the retainer fee at your discretion.
- b. If you want additional services, we will be happy to quote you for them.
- c. **Timetables:** Our ability to meet timetables depends on your giving us access in good time to all the information or resources we need from you. If you are late with information or

resources, we reserve the right to reschedule Services or you may simply have lost that period of services. There is no automatic right to roll over work from an earlier period.

- d. **Availability:** Our normal working hours are displayed on our web site, and/or set out in the Booking. Availability outside these hours cannot be guaranteed without agreement in advance, and work outside those availability hours will be subject to additional work surcharges. We are not available over the weekend or on Bank and Public Holidays unless expressly agreed.

## 6. FEES, PAYMENTS and EXPENSES

- a. Fees and expenses are charged in accordance with the Booking. Out-of-pocket expenses (including printing, media buying, travel, stock pictures, videos and music, USBs, DVDs, CDs) will be charged as an additional charge. Where applicable VAT will be charged at the appropriate rate. We agree that any expenses will need to be pre approved by you.
- b. Normal hours of work and availability are set out in the Booking form. For work outside these hours, an additional rate may be applied as set out in the Booking form or 150% of the hourly rate fee for time-based bookings (or the equivalent) with your prior agreement.
- c. For urgent work given at less than 24 hours' notice, an urgent work rate may be charged at the rate set out in the Booking, or, if none, at 150% of the hourly rate fee for time-based bookings (or the equivalent) with your prior agreement.
- d. Where the Booking is for a fixed fee retainer or project, additional work outside the scope of the original Booking will be charged at our normal hourly rate (subject to Clauses 6 a. to 6 c. above) unless stated otherwise in the Booking.
- e. We may agree to a maximum of 10% of unused capacity being carried forward provided our invoices are fully and promptly paid in accordance with our terms. Capacity carried forward must be used in the following month or it will be lost.
- f. Deposits are due for payment before work commences (if applicable). The non-payment of a deposit may delay starting the work even if you have accepted the terms and asked us to start. Payment means when cleared funds appear in our bank account. This will be set out in the Booking.
- g. Payment is due as set out on the Booking or if not specified there within 30 calendar days from the date on the invoice. If you do not pay by the due date, we may reschedule further work until payment is made. Additional charges may be levied for PayPal, credit card payments, specific payment methods – see Booking.
- h. We reserve the right to charge interest on overdue amounts at the rate set out in the Booking, or where the Booking does not specify at the rate of 2.22% per month (equivalent to unauthorised overdraft rate from the bank). Subsequent payments will be applied to interest and finance charges first, and then applied to fees/costs outstanding.

- i. Any time and expenses incurred in responding to your unreasonable requests to audit data for GDPR compliance or complying with an external legal body's legal requirements to disclose information or submit to audit may result in charges at our normal hourly rate (or the equivalent) for the work incurred.
- j. Upon termination of a Booking further time-based charges may be incurred in handing over, returning, data, or responding to enquiries where such data is not readily available or enquiries are unreasonable. This would be charged at our normal hourly rate or the equivalent.
- k. If you specify that we should securely store data for you in our software or systems for longer than six weeks after the termination of a Booking, we reserve the right to charge for this storage and securing at the rate of £500 a year or such other amount as specified in the Booking.
- l. We shall deduct and pay over to HMRC any tax and national insurance that may be required under any tax obligation imposed on us, and we agree to fully indemnify you and hold harmless against any investigation by any authority in this regard, for the avoidance of doubt there is no time limit on this indemnity. If you are involved in a dispute with HMRC over who should be paying such tax, we will produce the relevant receipts and other existing paperwork to help you reduce or resist the demand.

## 7. RIGHTS TO USE / COPYRIGHT

- a. The Rights in work done under any Booking shall be yours. We agree to sign any further documents needed to complete the transfer of those Rights to you. This will not include the Rights to any pre existing templates or structures or methodologies that we used to create Materials.
- b. You promise not to breach any third-party copyright, trade/service mark or privacy rights in sending us material to work on. You promise not to use any confidential or restricted information that belongs to someone else in sending us work.
- c. We will keep full records of the work that we have done for you.
- d. We will not access, use, copy, distribute or publish any part of any information, data or documents created uniquely for you, for our own or any other person's benefit or purposes except where mutually agreed and approved for the purposes of promoting our company.
- e. Any Materials created by us for the purposes of a specific event or campaign under a Booking are intended for use solely in connection with that event or campaign. You shall not amend, adapt, reuse or repurpose such Materials for any subsequent or different event or campaign (including, but not limited to, changes to dates, locations or messaging) without our prior written consent. Where such consent is granted, you agree to ensure that appropriate credit to Force 4 Events is clearly included, or alternatively to engage us under a new or extended Booking to undertake such work.

## 8. POLICIES AND PROCEDURES

- a. **Resolving problems:** If there is anything about your project that is not going as you want, or if you have any query or complaint, speak to us straight away.
- b. **Health and Safety:** When working at our own premises, we are responsible for our own health and safety.
- c. **Working at your premises:** We may from time to time work at your premises and be covered by your health and safety policy.
- d. We handle Personal Data in accordance with our data privacy policy [<https://force4events.co.uk/privacy-policy>]
- e. Where a Booking involves the transfer of Personal Data outside the EU/EEA, you and we will enter into and be bound by a Non-EU/EEA Model Clauses agreement.

## 9. CONFIDENTIAL INFORMATION

- a. **Your information and our confidentiality:** You may need to share Confidential Information with us. It may be business information or information about individuals (which is also covered in Clause 10). We will only use Confidential Information that you send us to perform the Services set out in the Booking or if we are required to disclose it by law. We may keep some Confidential Information to keep a record of what we did for you. We will keep personal data in line with our data retention policy (a copy of which can be found with our data privacy policy). We agree that all personal data will be destroyed or returned to you at the end of this agreement in a format specified by you.
- b. **Documents and information:** We will need to agree with you a safe and secure system of you sending us your confidential documents and information (and us returning them to you). We are not liable for data that is not securely transmitted to us
- c. **Log-ins:** Where you wish us to access systems that contain information that identifies living individuals, you should provide us with a unique log in to your existing software platforms and systems.
- d. Where possible separate log-ins will be created for each user.
- e. We will not set up any social media or email account or fan/group/web/ forum pages using our name or our brand name(s), or for people to respond to unless your Booking specifically says so. The default user will be set up using your information and contact details unless you specify otherwise.
- f. Note that we may make and keep temporary backups to ensure continuity of service.

## 10. DATA PRIVACY

---



# OUTSOURCED MARKETING SERVICES TERMS OF BUSINESS

---

- a. We will process your own Personal Data in line with our data privacy policy.
- b. When you want us to access or use Personal Data about someone other than you (3rd party data), you must have completed the appropriate Data Processing Form and send a copy by email from your usual business address. While processing personal data in the provision of Services, we will be acting as 'data processor' for you, and you are the 'data controller'.
- c. We will process 3rd Party Data on your behalf only in response to your written instructions (which may be in the Booking, Data Processing Form, or in separate email or document) except where we are required by law to do so.
- d. We are subject to a duty of confidence (see Clause 9.a, and Clause 4.d (in relation to our team)).
- e. We will take appropriate measures to ensure the security of our Processing of your 3rd Party Data.
- f. We will assist you in allowing 3rd parties to exercise any of their Data Privacy rights (including subject access). This will result in additional time-related charges (see Clause 6 above).
- g. We will apply the security measures you set out in the Data Processing Form for protecting and securing your data.
- h. We will email you if we become aware of a Personal Data Breach. We will assist you in your investigations in establishing how this occurred. We will assist you, as you may reasonably require, in meeting your Data Privacy obligations in relation to the security of processing, the notification of personal data breaches and data protection impact assessments. This will result in additional time-related charges (see Clause 6 above)
- i. On written request by you, we will delete or return all 3rd Party Data supplied by you or assembled by us in the course of delivering Services to you. This will result in additional time-related charges (see Clause 6 above).
- j. Unless the Data Processing Form specifies otherwise, we will delete all 3rd party data supplied by you from systems within our control within six weeks of the end of the Booking without returning copies to you; we will not remove data from systems you have given us access or log-ins to, since those systems will remain under your control and we would expect you to be removing our access to them after the end of a Booking.
- k. If you wish us to store 3rd Party Data beyond the termination of the Booking and the six-week run on, you must specify this in the Data Processing Form. This will result in additional time-related charges (see Clause 6 above).
- l. You may audit and inspect how we handle your 3rd party data. We will provide you with whatever information you need to ensure that the relevant Data Privacy obligations are being met; this will result in additional time-related charges (see Clause 6 above).
- m. We will tell you immediately if we believe we are asked to do something infringing Data Privacy law. We are not legal experts and it is up to you to take appropriate legal advice on how to comply with Data Privacy rules and regulations.



# OUTSOURCED MARKETING SERVICES TERMS OF BUSINESS

- n. If you have instructed us to do something we believe is not within the law, we reserve the right to take advice from the Information Commissioner's help line and to act in accordance with their indications or advice.
- o. If you direct us to perform work that is counter to ICO indications or advice, we may seek a deposit from you against the likelihood of fines or other action being taken against us. We may specify such sum as we think is appropriate.
- p. It is always your responsibility to specify suitably secure platforms and processes and to share data with us in a secure way.

## 11. DEFINITIONS AND LAW

- a. In these Terms, the following words or phrases have the meaning set out in this clause.

"Booking"	an agreement that we will supply Services on specified occasions and/or with a specified outcome as set out in a Booking Form or in a formal proposal.
"Clause"	a numbered clause of these Terms of Business.
"Confidential Information"	all information: <ul style="list-style-type: none"><li>• that we discover because of or through our connection with you; and</li><li>• which is about or relating to you or your business (including financial information, products, services, service levels, customer satisfaction, proposed services and products, pricing, and margins) or your people (including your directors or partners, investors, staff, suppliers, customers, clients, prospects and contractors).</li></ul>

However, Confidential Information does not include information that is openly published by you, or information that is publicly available without breach of our confidentiality obligation.

"Data Privacy" refers to applicable provisions governing the processing of personal data, as amended or varied or replaced from time to time, including the Data Protection Act 2018, the EU General Data Protection Regulation 2016/679, the e-Privacy Directive 2002/58/EC, and the Privacy and Electronic Communications (EC Directive) Regulations 2003.

"Data Processing Form"	the Form completed by you setting out the framework of the processing of personal and other data required by the Booking.
"ICO"	the Information Commissioner's Office, being the data protection authority in the United Kingdom with respect to Data Privacy.



# OUTSOURCED MARKETING SERVICES TERMS OF BUSINESS

---

"including"	the word "including" shall not imply any limitation on the generality of the concept or thing of which examples are being given.
"Materials"	means written, audio and visual materials used or produced in the course of or to support delivery of Services, including handouts, videos, questionnaires, games, case studies, explanatory material, notes, calculations, specifications, reports, designs, drawings, flow charts, plans, reference material, prototypes.
"Non-EU/EEA Model Clauses agreement"	a separate agreement between the parties in a form approved by the European Commission for the cross-border transfer of Personal Data.
"Personal Data"	information about identifiable living individuals.
"Personal Data Breach"	breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, access to, or other unauthorised Processing of Personal Data.
"Processing"	when applied to personal data, the term 'processing' means any operation applied to the data, including collecting, organising, storing, altering, retrieving, using, sharing and deleting it or any part of it.
"Rights"	includes: <ul style="list-style-type: none"><li>- intellectual property rights including (but not limited to) copyrights, patents, registered designs, design rights, trademarks, service marks, and</li><li>- the right to apply for or register any such protection, and</li><li>- all rights relating to trade secrets and other unpublished information.</li></ul>
"Services"	the work to be supplied or the outcomes to be achieved by us, as set out in a Booking.
"3rd Party Data"	personal data about an individual other than you which is supplied by you to us.
"You"	refers to the person, firm or organisation for whom Services will be performed by us.
"We" and "us"	refers to the person, firm or organisation agreeing to provide Services.



## OUTSOURCED MARKETING SERVICES TERMS OF BUSINESS

---

- b. **No waiver:** If we or you delay or fail to enforce any term of a Booking or these Terms on any occasion, that will not affect or limit our or your ability to enforce that term on any other occasion or at any time.
- c. **Severability:** If any provision or part of a provision of a Booking or these Terms is unenforceable, word(s) shall be struck from the agreement to the minimum extent necessary to make the agreement enforceable and this shall not affect the enforceability of the other provisions of the agreement.
- d. **Law and jurisdiction:** All our agreements are governed by English law and subject to the exclusive jurisdiction of the English courts.
- e. **Non Solicitation:** We agree that for the duration of this agreement and a period of no less than 12 months following the termination of this agreement that we will not directly or indirectly solicit or engage any of your or your affiliate's employees to directly or indirectly become an employee, subcontractor, officer or affiliate of ours or any of our affiliates.