

Schedule - Marketing: Strategic Marketing Plans and Brand Manuals

1 Term

- 1.1 These Terms of Business shall commence on acceptance and, unless terminated earlier in accordance with clause 15 of these Terms of Business, shall continue for a fixed period of three months (**Initial Term**) whereupon it shall either continue in accordance with the provisions of clause 1.2 or terminate in accordance with the provisions of clause 1.3 (in each case, the **Term**).
- 1.2 On the expiry of the Initial Term, this Agreement shall automatically continue for further consecutive periods of three months (each, a **Further Term**), unless either party has given the other party notice in accordance with clause 1.3, or unless the Terms of Business are terminated sooner in accordance with clause 15 of these Terms of Business.
- 1.3 These Terms of Business shall terminate at the end of the Initial Term or at the end of the then Further Term if either party has given the other party three months' written notice to terminate the Terms of Business, such notice to expire either upon the end of the Initial Term or the end of the then Further Term (as the case may be).

2 Scope

- 2.1 The services shall include marketing consultancy and advice for your business.

3 Charges

- 3.1 In consideration of the performance of the services by us, we shall be entitled to invoice you for the charges for each of the services in accordance with the Charges Schedule monthly.
- 3.2 You shall pay all undisputed invoices within seven days of such invoice being received.
- 3.3 All charges are fixed for the Initial Term. Thereafter, subject to a change agreed by the parties, we may increase the charges on an annual basis upon written notice in writing to you in line. Subject to our fair use policy, we reserve the right to increase pricing to reflect inflation or additional costs.

- 3.4 If you receive an invoice from us which you reasonably believe includes a sum which is not valid and properly due you shall notify us in writing as soon as reasonably practicable and in any event, no later than five working days.
- 3.5 We shall maintain complete and accurate records of, and supporting documentation for, all amounts which may be chargeable to you pursuant to these Terms of Business. Such records as relate to each invoice sent to you for the charges shall be provided to you with the relevant invoice and, in accordance with generally accepted accounting principles applied on a consistent basis, shall be retained for inspection by you for a minimum period of six years (unless a longer period is required by law or regulation in which case such longer period will be deemed to apply) following the end of the Term.
- 3.6 Interest shall be payable under these Terms of Business (including on any overdue payments) at the rate of 5% per annum above the base rate of Barclays Bank PLC in force from time to time. Such interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount.
- 3.7 Except as otherwise provided, the parties shall each bear their own costs and expenses incurred in respect of compliance with their obligations under these Terms of Business and in no event shall you be responsible for any fees, charges or expenses not identified in these Terms of Business as being payable by you and, where applicable, calculated in accordance with these Terms of Business.
- 3.8 The director signing these Terms of Business shall, by accepting these Terms of Business on behalf of the client, be personally responsible for payment of any fees or other amounts due to us by the client, or where relevant, any group company.

4 Value added tax

All prices are subject to value added tax (if any) or any other locally applicable equivalent sales taxes (VAT), which is payable by you at the rate and in the manner from time to time prescribed by law.

5 Liability

- 5.1 Our maximum liability (howsoever arising, including in negligence) for each claim or series of connected claims arising under or in connection with these Terms of Business shall be 200% of the charges paid or due and payable (ie for



Services performed and goods supplied) in the last full year of these Terms of Business prior to the cause of action giving rise to the damages.

CHARGES SCHEDULE FOR MARKETING

- 1.1 You will be charged a flat fee by direct debit as agreed.
- 1.2 Any work falling outside the scope, as set out in paragraph 2 of the above Schedule, will be charged at an hourly charge out rate of £175 plus VAT.