



THE PUBLIC RELATIONS CONSULTANTS ASSOCIATION

'Find a PR agency' – Terms and Conditions for Clients

1 Introduction

1.1 'Find a PR agency' is the PRCA's impartial search and referral service for organisations looking to appoint public relations consultancies. Full details are set out on the 'Find a PR agency' pages of the PRCA's web site at www.prca.org.uk (the "**PRCA Site**").

1.2 The 'Find a PR agency' service is provided subject to these terms and conditions (the "**Conditions**") and no other terms and conditions shall apply other than those expressly agreed between us in writing.

1.3 These Conditions include certain defined terms, which will have the following meanings wherever they appear:

"member database"

means the database of information about PRCA member consultancies contained on the PRCA Site;

"Member"

means a PRCA member consultancy who has attained the PRCA consultancy management standard;

"we / us / our / the PRCA"

means The Public Relations Consultants Association;

"you / your"

means the person, firm, company or other organisation who has, by completing the online 'Find a PR agency' Consultancy Selection Form, requested information about Members with a view to appointing new public relations consultants.

1.4 You will be deemed to have accepted these Conditions if you submit a completed 'Find a PR agency' Consultancy Selection Form to us.

2 How 'Find a PR agency' Works

2.1 You complete the 'Find a PR agency' Consultancy Selection Form in order to receive details of PRCA member consultancies whose size, services, experience and locations match your specific public relations requirements. You may complete this form online and submit it via the PRCA Site itself or, alternatively, print it off, complete it by hand and send it to us by post or fax. Once details of your requirements have been fed into the 'Find a PR agency' database, the database generates a list of Members who match the specified criteria. The 'Find a PR agency' manager then analyses this list to create a shortlist of consultancies whom he or she feels might best meet your requirements and this shortlist is sent to you via email. The email includes hyperlinks to the relevant consultancies' details on the member database. All shortlisted Members are notified by email.

2.2 You will have the option of either contacting the shortlisted Members directly to set up meetings, or we may arrange these for you.

3 Your Responsibilities

3.1 The more comprehensive and accurate information you give us about yourself and your specific public relations requirements / campaign objectives, the better 'Find a PR agency' will work for you. You must ensure that all of the information you include on your Consultancy Selection Form is accurate and complete and co-operate with us where necessary to refine and/or clarify your requirements. In particular, it is essential that you (i) provide us with details of your proposed

budget for public relations services, as we cannot commence a 'Find a PR agency' search for you until we have this information; notify us of any consultancies which you intend to brief independently of 'Find a PR agency'; and (iii) notify us of any consultancies with which you have already been in contact with regard to the specific account in respect of which you are making the enquiry.

- 3.2 In dealing with Members, you agree to comply with all applicable laws, regulatory requirements, codes of practice and industry guidelines, including without limitation the Best Practice Guide to Forming a Transparent Relationship and the Best Practice Guide to Finding an Agency, both published on the PRCA Site.
- 3.3 You must notify us immediately if, at any stage during the 'Find a PR agency' search and selection process, (a) there are any changes to your requirements and/or to the information you have provided on your Consultancy Selection Form or (b) you decide not to proceed with your search.
- 3.4 In this clause, the "**decision maker**" means a person within your organisation who is authorised to make decisions as to whether to appoint new public relations consultants, to determine the available budget for public relations services and to select and appoint their chosen consultancy. It is your responsibility to ensure that the person(s) who complete(s) the Consultancy Selection Form and who deal(s) with the PRCA in relation to 'Find a PR agency' are themselves decision maker's or are acting with the authority of a decision maker.
- 3.5 You must also ensure that neither your use of 'Find a PR agency' nor your appointment of any Member will cause you to be in breach of any obligations to your existing public relations consultants or any other third party.
- 3.6 You should only use 'Find a PR agency' if you are genuinely seeking new public relations representation. Our Members invest significant time and effort in preparing credentials documents, pitches and proposals in response to client enquiries and, as such, we reserve the right to charge you for any deliberate misuse of 'Find a PR agency' or Members' time (such as misleading Members as to your requirements and/or as to your available budget for public relations services). We reserve the right in our absolute discretion not to proceed with a 'Find a PR agency' enquiry. We will of course inform you in writing in these circumstances.
- 3.7 During the 'Find a PR agency' search and selection process, you agree to provide us with regular reports detailing the progress of your discussions with and evaluation of shortlisted Members, informing us of all meetings held between you and Members and, importantly, notifying us of any appointment you decide to make.
- 3.8 Members who win business through 'Find a PR agency' pay us a win fee, the amount of which varies according to the fees they are likely to earn from that business in their first year. If you decide to appoint a shortlisted Member, you agree to inform us of the fees payable by you to that Member during the first year of their appointment.
- 3.9 You will need to make sure that you are happy with the terms agreed with any Member whom you decide to appoint. Although we will of course offer advice and guidance where possible, we cannot be responsible for any aspect of your relationship with Members once you have appointed them.

4 PRCA's Responsibilities

- 4.1 When carrying out a 'Find a PR agency' search for you, we try to ensure that each Member we include on the shortlist matches your specific public relations requirements, however we cannot guarantee the suitability of any Member for you and your decision as to which Member to appoint (if you choose to make an appointment) is ultimately a matter for your discretion. You will be responsible for taking up any appropriate references, verifying all credentials information and satisfying yourself as to the suitability of each shortlisted Member prior to making any appointment.

- 4.2 We cannot be liable for any loss, liability, damage, costs, claims or expenses suffered or incurred by you as a result of your appointment of any Member.

5 Confidentiality

- 5.1 We do all that we reasonably can to protect your confidentiality, where you have asked us to do so by, amongst other things, including comprehensive confidentiality obligations in our terms and conditions with Members. Nevertheless, if you intend to disclose confidential information to any Members, we would strongly recommend that you put in place appropriate measures to protect the confidentiality of that information.
- 5.2 As mentioned above, our terms and conditions with Members stress the confidentiality of the information they receive about you and your public relations requirements. Our Members will in turn expect you to preserve the confidentiality of their confidential information. You should treat all information you receive about Members and all ideas, concepts, proposals and other materials they put forward to you as confidential information and should at all times keep the same confidential and protected against theft, loss or unauthorised access. You and your staff may use such information and materials as necessary for the purpose of considering whether or not to appoint that Member as your public relations consultancy, but not for any other purpose.
- 5.3 Please bear in mind that information and materials you receive from Members may also be protected by copyright or other intellectual property rights and you will need to negotiate your right to use the same with the relevant Member.
- 5.4 Please notify us immediately if you become aware of any unauthorised disclosure, misuse, theft or loss of any Member information or materials, whether inadvertent or otherwise.

6 General

- 6.1 Members shall have the right to enforce clause 5 above subject to and in accordance with the Contracts (Rights of Third Parties) Act 1999 but no other person other than you or us shall have any rights to enforce any of these Conditions.
- 6.2 If at any time or for any period of time we fail to enforce any of these Conditions, this will not be construed as a waiver of such Condition(s) and will not affect our right later to enforce the same.
- 6.3 These Conditions contain all the terms that will apply between us in relation to 'Find a PR agency' and supersede any prior agreement, understanding or arrangement between us in relation to 'Find a PR agency', whether oral or in writing. You acknowledge and agree that in agreeing to these Conditions you have not relied on, and will have no remedy in respect of, any statement, representation, warranty or understanding other than those expressly set out in these Conditions. This clause 6.4 shall not operate to limit or exclude our liability for fraud.
- 6.4 These Conditions are governed by English law and we each submit to the exclusive jurisdiction of the English courts to resolve any dispute between us.
- 6.5 Any valid alteration to or variation of these Conditions must be in writing and signed on behalf of the PRCA.