

'Find a PR agency' – Terms and Conditions for Full PRCA Members

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"). 'Find a PR agency' is a self-funded commercial venture, from which full members of the PRCA are automatically entitled to benefit.
- 1.2 The 'Find a PR agency' service is provided to full members of the PRCA 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 brainfood pages of the PRCA Site;
- "Client"
means a person, firm, company or other organisation who has, by completing the online 'Find a PR agency' Consultancy Selection Form, requested information about PRCA member consultancies with a view to appointing new public relations consultants;
- "we / us / our / the PRCA"
means The Public Relations Consultants Association;
- "you / your"
means a PRCA member consultancy (full members only).
- 1.4 You will be deemed to have accepted these Conditions if you have input details of your consultancy onto the member database and are a full member of the PRCA.

2 How 'Find a PR agency' Works

- 2.1 Clients complete and submit a 'Find a PR agency' Consultancy Selection Form in order to receive details of PRCA member consultancies whose size, services, experience and locations match their specific public relations requirements. Once details of the client's requirements have been fed into the 'Find a PR agency' database, the database generates a list of member consultancies 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 the Client's requirements and this shortlist is sent to the Client via email. The email includes hyperlinks to the relevant consultancies' details on the member database. All shortlisted consultancies are notified by email. You must notify the 'Find a PR agency' manager immediately if you do not wish to be included on the shortlist and/or if at any stage you decide to withdraw from the selection process for a particular Client.
- 2.2 The Client may specify that it wishes its identity to remain confidential at the initial enquiry stage. In these cases, shortlisted consultancies will be told only the Client's industry sector and the date the Client submitted its Consultancy Selection Form and will be asked to submit information about their expertise, tailored to the Client's industry sector, to us within two working days. We then pass the tailored credentials information to the Client.
- 2.3 If the Client has not requested that its identity remains confidential, shortlisted consultancies will receive (in addition to the information specified in clause 2.2) the

Client's contact details together with information about their specific public relations requirements and campaign objectives, and will be asked to send tailored credentials information direct to the Client.

- 2.4 On receipt of the e-mail notification from us that you have been shortlisted for a particular client you must notify the 'Find a PR agency' Manager in writing within seven days if you have prior to the date of the Client's 'Find a PR agency' enquiry been in contact or discussion with the Client with regard to the specific account in respect of which the Client made its enquiry. In cases where a Client has requested that its identity remains confidential, you must notify the 'Find a PR agency' Manager in writing of any such contact or discussion within seven days of the identity of the Client becoming known to you either via us or otherwise. For the avoidance of doubt, we will be entitled to charge you and you will have to pay us commission calculated in accordance with clause 5 of these Conditions if we do not receive such a notification from you within the specified period together with the written evidence described in clause 5.4.
- 2.5 Clients may contact shortlisted consultancies directly to set up meetings, or we may be asked to arrange these on Clients' behalf.

3 Your Responsibilities

- 3.1 You must ensure that all of your information on the member database is accurate and up to date at all times. The more comprehensive and accurate this information is, the better 'Find a PR agency' will work for you.
- 3.2 Your member database entry should include at least the following information, under the related headings in the member database:
- 3.2.1 Consultancy Description - a description of your consultancy and what it does;
 - 3.2.2 Industry Sectors - your credentials in any specific industry sectors, together with appropriate evidence of your expertise. This could also include the sector experience of senior personnel. Failure to include appropriate evidence, where other consultancies have, may mean that you lose out on opportunities in the relevant sectors;
 - 3.2.3 Current clients – a list of current clients or past clients over the last 24 months;
 - 3.2.4 Conflicts - a list of clients and/or types of clients for whom you would not want to be shortlisted, on the basis that this might create a possible conflict of interests with one or more of your existing clients;
 - 3.2.5 Consultancy Contact details - full contact details for the individual(s) to whom we should send notification emails in the event that you are shortlisted for a Client (referred to as the "new business contact" on the member database).

We require you to check and, if necessary, update your member database information at least every quarter and either notify us (via the 'Find a PR agency' manager) of any changes or confirm that there are no changes. If you fail to do so, we reserve the right to suspend your right to participate in 'Find a PR agency' for a period of three months or, if longer, until your member database information is brought fully up to date. During the period of suspension, you will not be included on any shortlist provided to Clients.

If the ownership or control of your organisation changes at any time, for example because you have merged with or have been taken over by another organisation, you must notify us as soon as practicable and we will make such adjustments to the member database as we may consider necessary.

- 3.3 It is your responsibility to make sure that all required credentials information, pitches and proposals are submitted to Clients within the deadlines specified by us or the Client, whether these are submitted via the PRCA or directly to the relevant Client.

- 3.4 Our terms and conditions with Clients stress the confidentiality of the information, ideas, concepts, proposals and other materials put forward by you to those Clients. However, such information and materials are provided at your own risk and we would advise you to take all steps that you feel are necessary in order to protect your rights in the same. It may be appropriate to take legal advice in this area. Unfortunately we cannot be liable if a Client misuses your information or materials.
- 3.5 If you are appointed by a Client to provide public relations services, you will need to make sure that you are happy with the terms of your appointment. Although we will of course offer advice and guidance where possible, we cannot be responsible for any aspect of your relationship with Clients once you have been appointed. There is a wide range of new business guidance on the member database section of the PRCA Site.

4 PRCA's Responsibilities

- 4.1 We will treat all PRCA member consultancies impartially and, in response to Client enquiries, we will shortlist those consultancies whom we feel (based on the information on the member database and in the PRCA Yearbook) would be most likely to meet the relevant Client's requirements.
- 4.2 We attempt to ensure that Client enquiries are genuine and not a waste of your time by:
- 4.2.1 requiring all Clients to agree to our terms and conditions for Clients, which include appropriate measures to deter time-wasters;
 - 4.2.2 charging Clients a fee for confidential enquiries;
 - 4.2.3 reserving the right to charge Clients an appropriate sum to compensate for shortlisted consultancies' time and effort if the Clients misuse 'Find a PR agency' in any way (for example by misleading consultancies as to their requirements and/or as to their available budget for public relations services).
- 4.3 Once every year, one of our 'Find a PR agency' Managers will hold a credentials meeting with you, to review the information about you on the member database and in the PRCA Yearbook, and to discuss any comments or issues you may have with regard to your experience of 'Find a PR agency' during the preceding 12 months
- 4.4 Your participation in 'Find a PR agency' is not a guarantee that you will be shortlisted for any minimum number of Clients or that your inclusion on any shortlist will result in your appointment by those Clients.

5 Charging Structure

- 5.1 We do not charge you for the 'Find a PR agency' service, except that if we shortlist you for a Client and you are then appointed by that Client to provide public relations services, we charge you a commission on the fees payable to you by that Client during the first year of your appointment ("Year One"), as follows:-
- Annual Fees (Year One) PRCA Commission:
- A flat rate of 5%
- In the event that your membership of the PRCA lapses during the referral period i.e. between receipt of referral and your appointment being confirmed, you will be charged an additional 7.5% above the flat rate of 5%.
- 5.2 If at the time of your appointment by a Client you do not know what fees will be payable to you during Year One, our commission will be paid on the basis of the estimated fees payable by that Client during Year One and, if necessary, a balancing payment will be made at the end of Year One in accordance with clause 6.2 below.

- 5.4 You will not have to pay us any commission on fees you receive from a Client if you have (i) notified us in accordance with clause 2.4 of these Conditions that you have prior to the date of the Client's 'Find a PR agency' enquiry been in contact or discussion with the Client with regard to the specific account in respect of which the Client made its enquiry and (ii) you can supply written evidence of such contact or discussion pre-dating the Client's 'Find a PR agency' enquiry.
- 5.5 Our commission is stated exclusive of Value Added Tax which will be payable at the prevailing rate from time to time.

6 Payment

- 6.1 Our commission will be payable immediately upon commencement of your appointment by each Client. Payment of our invoices is due on presentation.
- 6.2 Where our commission has been paid on the basis of estimated fees pursuant to clause 5.2 above, if the fees actually received by you during Year One (the "Actual Fees") exceed the estimated fees on which our commission was calculated, we reserve the right to charge you the difference between the commission actually paid to us and the commission that would have been paid had it been calculated on the basis of the Actual Fees.
- 6.3 We may charge interest on unpaid invoices and we will do so at the rate of 4% above the base rate of National Westminster plc from one month after the date of our invoice.

7 Confidentiality

- 7.1 As mentioned above, our terms and conditions with Clients stress the confidentiality of the information, ideas, concepts, proposals and other materials put forward by you to those Clients. Our Clients will in turn expect you to preserve the confidentiality of their confidential information. You should treat all information that you receive about Clients and their public relations requirements as confidential information and should at all times keep such information confidential and protected against theft, loss or unauthorised access. You and your staff can use Client information as necessary for preparing and/or submitting credentials documents, pitches and/or proposals to the relevant Client and/or discussing the same with such Client, but not for any other purpose. Please notify us immediately if you become aware of any unauthorised disclosure, misuse, theft or loss of any information about a Client, whether inadvertent or otherwise.

8 General

- 8.1 Your rights to participate in 'Find a PR agency' and to submit credentials documents, pitches and/or proposals to Clients are personal to you and may not be assigned, transferred, sub-contracted or otherwise disposed of without our prior written consent.
- 8.2 Clients shall have the right to enforce clause 7 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.
- 8.3 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.
- 8.4 These Conditions contain all the terms that will apply between you and 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 8.4 shall not operate to limit or exclude our liability for fraud.

- 8.5 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.
- 8.6 Any valid alteration to or variation of these Conditions must be in writing and signed on behalf of the PRCA.