

Marketing & PR Supplementary Terms

1. Engagement terms

1.1. The scope of our work will be limited to the matters set out in the letter of engagement which incorporates these standard terms and conditions. You agree to appoint us as your sole marketing consultant and our advice will be prepared from our work solely for your use and solely for the purpose of assisting you with the marketing strategy. No other party is entitled to rely on our advice for any purpose whatsoever and we accept no responsibility towards any person who is not a party to these terms of engagement. Our advice will be based on the information received from you. You agree to make sure that we are given all information that may have an impact on our advice, including informing us immediately of any circumstances which may alter the position.

1.2. Whilst we may in the course of the engagement provide advice to you on matters relevant to a decision by you whether to take a particular course of action, including whether to proceed with the sales and marketing strategy or not to proceed, responsibility for the ultimate decision on whether to take that course of action shall rest solely with you.

1.3. Each of the parties shall have the right to terminate their respective obligations following the initial full six month engagement term on 1 month's prior written notice.

2. Limitation of Liability

2.1. Kayo Digital will perform the assignment with reasonable skill and care and acknowledges that it may be liable to you for losses, damages, costs or expenses ("losses") caused by its negligence or wilful default, subject to the following provisions:

2.1.1. Kayo Digital will not be so liable if such losses are due to the provision to it of false, misleading or incomplete information or documentation or due to the acts or omissions of any other person other than Kayo Digital;

2.1.2. save as set out above in this section, Kayo Digital shall have no other liability of any nature, whether in contract, tort or otherwise, for any losses whatsoever and howsoever caused arising from or in any way connected with this engagement;

2.1.3. the aggregate liability, whether to you or any third party, of whatever nature, whether in contract, tort or otherwise, of Kayo Digital for any losses whatsoever and howsoever caused arising from or in any way connected with this engagement shall not exceed 150% of retainer fees paid during the 12 months prior to the termination of the engagement and you agree to release Kayo Digital from all claims arising in connection with any such alleged liability to the extent such claims exceed the aforesaid sum.

2.2. Nothing in this section shall impose on Kayo Digital any liability of any kind or for any amount which it would not otherwise have had as a matter of law, or preclude any defence which Kayo Digital has as a matter of law.

2.3. Nothing in these standard terms shall exclude or restrict any liability of Kayo Digital for fraud or dishonesty or to the extent that it cannot do so by law.

2.4. You agree that you have fully considered the provisions of this section and all the other provisions of these standard terms and that they are reasonable in the light of all the factors relating to this engagement. If any terms or provisions of this section are or become invalid, illegal or unenforceable, the remainder shall survive unaffected.

3. Staff

3.1. The client will not offer employment to any of Kayo Digital Director or member of staff or induce or solicit any such person to take up employment with the client; nor will the client use the services of any such person, either independently or via a third party, for a period of six months following the end of any involvement by that person with any engagement for the client. Breach of this condition will render the client liable to pay Kayo Digital liquidated damages equal to one year's salary for the person concerned.

4. Fees and payment

4.1. We require that our reasonable out-of-pocket expenses (plus VAT) will be payable monthly in arrears. These will include all travel undertaken during the engagement, and such other costs as are incurred on behalf of you, our clients.

4.2. Kayo Digital reserves the right to charge interest on overdue amounts at an annual rate of 3% over the Barclays Bank base rate ruling on the date payment is due.

4.3. All fees and expenses will be subject to VAT in accordance with VAT regulations.

5. Confidentiality

5.1. Kayo Digital will not release any confidential information without full written permission from the Board involving or concerning this engagement to any person other than the client's other advisers or those agreed with the client. Kayo Digital will then be authorised to speak to or meet with such persons and to release to them for the purpose of this engagement any confidential information which it has obtained during the course of the engagement and shall not be liable for any use subsequently made of that information.

5.2. Save as set out above or as required by law, Court or arbitration proceedings, regulations, professional duty or as is requested by regulatory authorities or as is necessary to protect its own legitimate interests, Kayo Digital shall not disclose any confidential information relating to the client which it obtains during the course of the engagement to any other person (except its own advisers).

6. Intellectual property

6.1. The client shall keep confidential any methodologies and technology used by Kayo Digital to carry out an engagement.

7. Offer of services

7.1. The offer contained in the engagement letter may only be accepted by written confirmation that the terms are accepted as received within 30 days from the date of issue, unless otherwise indicated, otherwise the offer shall lapse.

8. Governing law and jurisdiction

8.1. You agree on your own behalf that this agreement shall be governed by, and interpreted and construed in accordance with, English law.

8.2. You irrevocably agree that the Courts of England shall have exclusive jurisdiction to settle any disputes (including claims for set-off and counterclaims) which may arise in connection with the validity, effect, interpretation or performance of the legal relationship established by this agreement or otherwise arising in accordance with this agreement.

9. Complaints procedure

9.1. We seek to ensure that our service is satisfactory at all times and our Directors will be responsible for this. If at any time you are dissatisfied with our service please let us know by telephoning or emailing. We undertake to look into any complaint promptly and to do what we can to resolve the position.



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10. Whole agreement

10.1. The terms of the letter of engagement set out the entire agreement between the client and Kayo Digital in connection with the engagement.

10.2. No person has been authorised to give any representations on behalf of Kayo Digital as regards the subject matter or terms of the letter of engagement and any representations which have been or may be given shall not be relied upon unless expressly set out in the letter of engagement.

10.3. In the event that any of the terms or provisions of the letter of engagement are or shall become invalid, illegal or unenforceable, the remainder shall survive unaffected.