



## Barradale Leagas Arnold Campbell Limited (BLAC): Services and terms of business

### **Services**

The Agency provides the following services .

Analysis of the Advertiser's UK marketing and advertising requirements, and advertising opportunities.

The scope of the work includes: strategic counsel, strategic planning from a marketing perspective; account planning and account management of all online, digital and offline marketing communications; creative planning, conceptualisation and creative development. For the purposes of this Agreement, 'creative development' covers all design and copywriting taking place after approval of rough scamps and before artwork.

The ordering of, or contracting for, time, talent, outside services and materials such as artwork, mechanical production, photography and printing (as necessary).

The Agency shall provide the services in accordance with any service agreement, service levels, key performance indicators, deadlines or response times agreed between the parties

All work produced by the Agency will be:

- Consistent to the brief as mutually agreed between the Advertiser and the Agency
- Delivered to a mutually agreed timescale
- Consistent to a mutually agreed budget. Any changes to the budget must be communicated and mutually agreed, prior to work being

BLAC agency Terms and conditions

The Agency will contract with third parties and discharge the services as principal and not as agent of the Advertiser or of any other person.

The parties hereto will co-operate with each other with a view to achieving the Advertiser's objectives in the advertising and marketing of the products.

The Agency reserves the right with the Advertiser's prior written consent to use any necessary additional services at



the Advertiser's expense (such as, but not exclusively, creative development research, awareness studies, attitudinal research, etc) in the best interests of the promotion of the Products and Services.

The Advertiser will reimburse the Agency for all reasonable out-of-pocket expenses and travel necessarily incurred in performing its duties and which have been approved in advance by the Advertiser. All such expenses (including travel outside the M25) will be charged back to the Advertiser at cost.

All charges, fees and estimates will be made in UK Sterling, exclusive of VAT.

#### Copyright

All rights of ownership, including copyright in all work (including but not limited to artwork, designs, copy, photographs, filmed commercials) originated by the Agency will belong to the Advertiser/client once paid for in full. In relation to any work carried out by sub-contractors or other third parties, the Agency will acquire in writing the rights necessary to enable the work to be used in the advertisement for the purpose of the campaigns recommended by the Agency in which such work should be used and upon securing all such rights or usage, shall belong and be immediately passed on to the Advertiser.

The Agency undertake not to use or adapt work originated for or purchased for the Advertiser, in any other advertisement, promotion or communications for their own or any other client use without prior written consent of the Advertiser.

All work originated by the Agency is to be used only in conjunction with the Advertiser.

The Agency will use best endeavours to obtain all copyright and waiver of moral rights in respect of work sub-contracted to or acquired from third parties but it cannot undertake that in all cases it will be able to do so. Where the Agency is unable to do so it will advise the Advertiser in writing before payment to the sub-contractor or acquired firm is made for the work that the Agency is unable to secure the copyright and waiver of moral rights. Further, rights to certain work (in particular on limited terms and music) are likely to be licensed from third parties on limited terms as to use. Even where copyright is assigned to the Agency there are likely to be (particularly in respect of filmed commercials) contractual limitations with the producer as to the geographical and temporal extent of the use of such material. Such limitations are also likely to be included in any contract with persons who appear in the advertisement. All rights which the Agency obtains shall become the property of the Advertiser upon production of the advertisement.



If the Advertiser wished the Agency to obtain copyright ownership of licenses of publication rights beyond those necessary for the campaigns recommended by the Agency then it should notify the Agency accordingly and the Agency shall seek to obtain ownership of further licenses or rights as the Advertiser may request, but at the cost of the Advertiser. However, the Agency may not incur any costs without the prior written consent of the Advertiser. The Agency shall obtain competitive prices for all such costs.

Since the Agency is transferring copyright wherever possible, the Advertiser shall indemnify the Agency against any actual and measurable loss that the Agency actually suffers as a result of usage of copyright which is outside of the agreed terms as communicated in writing to the Advertiser in advance of any such usage, subject to clause 5.1.

The Agency shall advise and keep advised the Advertiser upon the terms of copyright and usage negotiated, agreed and transferred to the Advertiser.

The Agency shall indemnify the Advertiser against any loss or potential loss from wrong or absent information and advice as to copyright terms and usage terms.

#### Authorities

In connection with its work on behalf of the Advertiser under this Agreement, the Agency shall obtain all necessary permissions, consents and releases from artists, photographers, models and other third parties and the Agency shall take all steps to ensure that the material prepared by the Agency under this Agreement complies with the relevant law and regulations.

#### . Confidentiality

The Agency acknowledges a duty not to disclose without the Advertiser's prior written permission during or after the term of appointment any confidential information of the Advertiser.

#### . Conflict of Interest

The Agency undertakes during the Term of the contract not to provide services for any competitor of The Advertiser or in relation to any products or services that compete with those of The Advertiser.





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