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AGENCY AGREEMENT

AN AGREEMENT made the day of , two thousand and nineteen between the Professional Publishers Association Limited (hereinafter called "The Association"), whose Registered Office is at White Collar Factory, 1 Old Street Yard, London, EC1Y 8AF of the part and

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(hereinafter called "the company") of the other part. WHEREAS the company has applied for recognition by the Association (hereinafter called "Recognition" which term is defined in Clause 1 below).

NOW IT IS HEREBY AGREED by and between the parties as follows: -

1. FOR avoidance of doubt it is hereby expressly confirmed that the act of conferring Recognition on an advertising company shall signify only the following, namely that:
 - 1.1 The Association recommends that its members should pay commission to the company on such terms as the individual member of the Association shall consider appropriate.
 - 1.2 The Association recommends that its members should afford credit to the company in each case on such terms as the individual member of the Association shall consider appropriate
 - 1.3 The Association and the company have entered into an Agreement in the terms hereof.
2. THE Association will recognise the company and include its name in its list of Recognised advertising agencies issued from time to time.
3. THE Company in consideration of the recognition herein afforded:
 - 3.1 Will provide members of the Association with advertisements that are legal, decent, honest, truthful and uphold the standards of the relevant publications and will take responsibility for provision of professionally finished advertisement copy.
 - 3.2 Will use its best endeavours to ensure that it is at all times creditworthy and has adequate financial resource. In addition, will pay for all advertising placed by it with members of the Association promptly in accordance with member publishers' payment terms and if it finds itself at any time unable to do so or otherwise in financial difficulties will notify the Association immediately thereof.
 - 3.3 The agency will supply the Association with annual Audited Accounts for the company and, on request by the Association, will supply full information regarding its current financial position – such information to be certified by its auditors if so required. A copy of the annual return to the Registrar of Companies should be filed with the Association.
 - 3.4 Will disclose to the advertiser, if required, full details of any commission or discount which has been granted by a member of the Association
 - 3.5 Will issue written confirmation of a verbal booking as far in advance of publication as possible.
 - 3.6 Will advise the Association immediately of:
 - (i) changes in the registered ownership of its shareholding and/or beneficial ownership of its business
 - (ii) the creation of any new or additional debentures and/or changes affecting its assets
 - (iii) changes to the registered name of the company
 - (iv) changes to the registered office/business address
 - 3.7 Will, in respect of any advertisement by it for insertion in any publication, which advertisement contains the name or any pictorial representation (photographic or otherwise) of any living or deceased person and/ or any part of any living or deceased person and/ or any printed text by which any living or deceased person is or can be identified, obtain authority from any person concerned to make such use of such name, representation and/ or printed text as is made in the said advertisements and will accept full responsibility for the publication of any such advertisement emanating from it and, further, hereby undertakes to the Association (for this purpose acting on behalf of the publisher and printer concerned):
 - (i) that it will indemnify the said publisher and printer against any claims or proceedings which may arise out of the publication of any such advertisement, provided always that the company shall be consulted prior to the negotiation, settlement or defence of legal proceedings, and
 - (ii) that in respect of any such advertisement submitted by the company to any publication, there shall be implied in the contract under which such an advertisement is published a clause in the terms of this clause 3.7.

- 3.8 Will (but without prejudice to Clause 3.11 below), unless expressly agreed to by the relevant individual publication, conform to all material conditions of business of individual publications.
- 3.9 Will conform to and support the provisions of the British Code of Advertising Practice and the British Code of sales Promotion Practice including all decisions, rules and regulations from time to time issued by the committee of Advertising Practice and/ or the Advertising Standards Authority; will support fully and conform to the provisions laid down by the Advertising Standards Board of Finance (ASBOF) regarding the surcharging of specified media rates at the level for the time being promulgated, requiring the agency to collect and pay to ASBOF those sums required for the maintenance of the self-regulatory system and for the purpose of ensuring that consumers are made aware of and fully protected under the provisions of the said codes.
- 3.10 Will co-operate with the Mail Order Protection Scheme operated by members of the Association.
- 3.11 The Association may at any time, by the reasonable exercise of its discretion, recommend pre-payment, suspend or withdraw the company's Credit Registration if it fails to meet any of its obligations as herein specified (with the exception of obligations arising only by virtue of Clause 3.8 hereof), provided always that suitable notice of such intended action shall be given to it by the Association and that at all times it shall be entitled to apply for withdrawal of the pre-payment recommendation and/ or termination of the suspension or to re-apply for Credit Registration by the Association, as the case may be.
- 3.12 Acknowledges that Credit Registration by the Association does not entitle it to credit terms from a publisher member of the Association except only on such terms as may be offered by the said publisher and further, that nothing in this Agreement shall be deemed to interfere with the said publisher's right to refuse credit or to ask any client of the company to guarantee the account for any advertising submitted.

FOR the avoidance of doubt it is recorded that the Association maintains a register and files available at all times for inspection by the members of the Association which said register will contain information, required for the purposes of the recognition system, in possession of the Association concerning the company. The Agency also acknowledges that credit checks may be carried out.

PPA and members of its committees will take reasonable precautions to protect the confidentiality of any commercially sensitive data, not in the public domain, which may be divulged by the company in an annual return.

- 3.13 Will obtain the appropriate consents from its employees (including any staff or consultants) as required by the Data Protection Act 1998 (the "DPA") for the processing of their personal data (as defined in the DPA) by the Association if and to the extent that the company provides such employee personal data (including staff or consultant personal data) to the Association for purposes related to the Recognition Scheme. The Company will indemnify the Association against any loss, liability and cost incurred by the Association as a result of its failure to obtain the necessary consents as required by this clause 3.13.

For and on behalf of

For and on behalf of

Professional Publishers Association Limited

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company)

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Director of Member Services

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(To be signed by *all* directors, partners or by the sole proprietor, as appropriate)

Any notice to be given by the company pursuant to the terms of the above Agreement should be sent to:

David Bostock
Agency Recognition
PPA Ltd.
White Collar Factory
1 Old Street Yard
London
EC1Y 8AF