

# MATCHMAKER SERVICE FROM PRCA

## TERMS & CONDITIONS



THIS AGREEMENT is made on 28 November 2024

Between:

i) \_\_\_\_\_ (“the **Service Provider**”)

of Registered Office: \_\_\_\_\_

AND

ii) The Public Relations & Communications Association (registered in England No. 965517) whose principal place of business is 7 Stratford Place London W1C 1AY (the “**Company**”)

### **1. Service**

Matchmaker is the impartial search and referral service from the PRCA (the company) for organisations looking to appoint Public Relations consultancies for a specific project and/or piece of retained business in relation to the Client's business.

Full details are set out on the Matchmaker pages of the PRCA's web site at [www.prca.org.uk](http://www.prca.org.uk). Matchmaker is a self-funded commercial venture. The Matchmaker 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.

The Service Provider agrees to be included for consideration for Matchmaker opportunities. If the Company considers the Service Provider suitable to be recommended to the Client Organisation, the Company will request the permission of the Service Provider to be recommended as a potential agency to the Client Organisation. For clarity, the Company does not guarantee any recommendations, and any such recommendation may not lead to any business win.

### **2. PRCA's Responsibilities**

We will treat all PRCA member consultancies impartially and, in response to Client enquiries, we will shortlist those consultancies whom we feel would be most likely to meet the relevant Client's requirements.

We attempt to ensure that Client enquiries are genuine and not a waste of your time by:

- requiring all Clients to agree to our terms and conditions for Clients, which include appropriate measures to deter time-wasters;
- reserving the right to charge Clients an appropriate sum to compensate for shortlisted consultancies' time and effort if the Clients misuse Matchmaker in any way (for example by misleading consultancies as to their requirements and/or as to their available budget for Public Relations services).

### **3. Fees**

We do not charge you for the Matchmaker 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 Referral Commission on all fees payable to you by that Client during the first year of your appointment ("Year One"), as follows:-

A flat rate of 7.5%

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 Referral Commission will be paid on the basis of the estimated fees payable by that Client during Year One.

Please also note, where our commission has been paid on the basis of estimated fees, 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.

You will not have to pay us any commission on fees you receive from a Client if you have (i) notified us that you have prior to the date of the Client's Matchmaker 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 Matchmaker enquiry.

Our Referral Commission is stated exclusive of Value Added Tax which will be payable at the prevailing rate from time to time.

### **4. Payment**

The Company will invoice the successful Service Provider in full, at time of contract signing for payment within 30 days.

However please note, if the Service Provider would prefer to split the payments into quarterly instalments we can agree to this as we understand that a Service Provider may prefer to pay upon receipt of payment/s from the client. You will receive an invoice for the full amount together with a list of quarterly payment dates.

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 still be charged the flat rate of 7.5% payable within 30 days.

It is the Service Provider's responsibility to advise the Company for each successful Client Organisation business win.

## **5. Invoicing**

All amounts quoted are net of VAT, other duties and taxes. These will be added at the prevailing rates as at the date of invoice.

The Company retains the right to require the Service Provider's Finance Director, or equivalent finance professional, to verify and confirm the figures.

The Company retains the right to verify the figures provided directly with the Service Provider.

## **6. Terms of Payment**

The Service Provider will pay the Company's invoices within 30 days upon receiving each invoice/s.

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. Term**

This contract commences on the date that both parties have signed below until either party has given written notice to the other party. The conditions of the contract remain in force for a period of 6 months after termination of the agreement, i.e. if the date of award won for any business won as a result of the PRCA Matchmaker Service occurs during the 6 month period after termination, then the full amount of the first 12 months of Net Fee Income remains payable to the Company, by the Service Provider.

## **8. Confidentiality**

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 and this agreement acts as a Confidentiality Agreement for all Matchmaker opportunities. 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.

## **9. Non-Solicitation**

During the course of this contract and for a six-month period thereafter, neither party shall solicit, employ, or attempt to employ, directly or indirectly (whether as employee, consultant or otherwise) any employee of the other party (or any former employee whose employment terminated within the previous six months) without the other party's prior written consent other than by means of a national advertising campaign open to all comers and not specifically targeted at any of the staff of the other party.

## **10. Assignment**

The rights and obligations of each of the parties to this agreement are personal to such party and may not be assigned, charged, subcontracted, delegated or transferred in any way whatsoever by such party without the written consent of the other party, provided always that nothing in this clause or any other provision of this agreement shall be construed as preventing the Client from assigning, charging, subcontracting, delegating or transferring any right or obligation hereunder to any holding or subsidiary company for the time being within the meaning of section 736 Companies Act 19.

## **11. Governing law**

This contract is governed by and shall be interpreted in accordance with English Law and shall be subject to the jurisdiction of the English Courts.

## **CONFIRMATION OF CONTRACT**

### **For the Agency:**

Signed:

Name:

Title:

Date:

### **For the Company: PRCA**

Signed:

A handwritten signature in black ink, appearing to be 'DL' with a large flourish extending to the right.

Name: Debbie Little

Title: Head of Matchmaker

Date: 28 November 2024