



CONSULTANCY SERVICES CONTRACT (COMPANY)

This Contract is dated the 28 April 2021

BETWEEN:

1. **Raven Housing Trust Limited**, a charitable Community Benefit Society, registration no. 30070R, whose registered office is at Raven House, 29 Linkfield Lane, Redhill, Surrey RH1 1SS ("RHT"), and
2. **See Media Ltd**, a company registered in England and Wales with company number 08836659, whose registered office is at 7 Granard Business Centre, Bunns Lane, Mill Hill, London NW7 2DQ (the "**Consultant Company**");

Each referred to in this Contract as "**a Party**" and together as "**the Parties**".

IT IS HEREBY AGREED:

1. Definitions and interpretation

- 1.1 The definitions and rules of interpretation in this clause apply in this Contract:

Commencement Date 1st April 2021

Confidential Information information whether or not recorded in documentary form, or stored on any magnetic or optical disk or memory relating to the business, products, affairs and finances of the RHT for the time being confidential to the RHT and trade secrets, including without limitation, technical data and know-how relating to the business of the RHT or any of its contacts;

Data Subject has the meaning given to it in the DPA;

Deliverable means a work produced by the Consultant Company in the course of the Services, including but not limited to all records, reports, documents, papers, drawings, designs, transparencies, photos, graphics, logos, typographical arrangements, software programs, Inventions, ideas, discoveries, developments, improvements or innovations and all materials embodying them in whatever form, including but not limited to hard copy and electronic form prepared by the Consultant Company or the Individual in connection with the provision of the Services.

DPA means the Data Protection Act 2018;

Fee The sum to be paid for the Services as set out in Clause 4 and the Schedule;

Individual(s) Stuart Macdonald, Managing Director, See Media; Sarah Thomas, Director, See Media; Lydia Stockdale, Public Relations Director, See Media;



Sara-Anne Mills-Bricknell, Senior Account Manager,
See Media, Naomi Bennett, PR and Communications
Assistant, See Media

Insurance Policies

commercial general liability insurance cover (including professional liability cover) as appropriate for the Services, employer's liability insurance cover and public liability insurance cover;

Intellectual Property Rights

patents, rights to Inventions, copyright and related rights, trademarks, trade names and domain names, rights in get-up, rights in goodwill or to sue for passing off, rights in designs, rights in computer software, (including the software code), database rights, rights in Confidential Information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which may now or in the future subsist in any part of the world;

Invention

any invention, idea, discovery, development, improvement or innovation made or developed by the Consultant Company or by the Individual in connection with the provision of the Services, whether or not patentable or capable of registration and whether or not recorded in any medium;

Personal Data

has the meaning given to it in the DPA;

Programme

the timetable for delivery of the Services set out in the Schedule;

Modern Slavery and Human Trafficking Policy RHT's policy and procedure to prevent and detect modern slavery in its supply chains, which is available to the Consultant Company on request;

Services

the Services to be provided by the Consultant Company for RHT as set out in Clause 3 and as more particularly described in the Schedule;

Substitute

a substitute for the Individual appointed under the terms of Clause 3.3;

Termination Date

the date of termination of this Contract howsoever arising.

- 1.2 The headings in this Contract are inserted for convenience only and shall not affect its construction.
- 1.3 A reference to a particular law is a reference to it as it is in force at the Commencement Date, including any subsequent amendment, extension, or re-enactment and includes any subordinate legislation made under it.
- 1.4 A reference to one gender includes a reference to the other gender.
- 1.5 The Schedule to this Contract forms part of (and is incorporated into) this Contract.



2. **Term**

- 2.1 This Contract shall commence on the Commencement Date and shall continue until the Services are properly completed in accordance with the Programme or unless and until terminated in accordance with Clause 10.

3. **Services**

- 3.1 The Consultant Company will provide the Services in accordance with the terms of this Contract with all proper skill and care and without limitation the Consultant Company will provide suitably skilled and trained personnel to carry out the Services. The Services shall be performed by the Individual(s). The Consultant Company will provide the Services in accordance with the Programme and for the Fee.
- 3.2 If the Individual is unable to provide the Services the Consultant Company shall advise RHT of that fact as soon as reasonably practicable and shall provide such evidence of the reason why the Individual is unable to perform the Services as RHT may reasonably require. For the avoidance of doubt no Fee shall be payable in accordance with Clause 4 in respect of any period during which the Services are not provided.
- 3.3 The Consultant Company may, with the prior written approval of RHT and subject to the following proviso, appoint a suitably qualified and skilled Substitute to perform the Services instead of the Individual, provided that if the Substitute is not directly employed by the Consultant Company, the Substitute shall be required to enter into direct undertakings with RHT, including with regard to confidentiality. If the RHT accepts the Substitute, the Consultant Company shall continue to invoice the RHT in accordance with Clause 4 and shall be responsible for the performance and remuneration of the Substitute.
- 3.4 The Consultant Company shall procure that the Individual(s) is available on reasonable notice to provide such assistance or information as RHT may require.
- 3.5 This Contract is not exclusive. RHT acknowledges that the Consultant Company enters this Contract in the course of its business of providing services to its customers, and the Consultant Company is and remains at liberty to also provide services to third parties. RHT is and remains at liberty to engage services (including similar services) from third parties.
- 3.6 The Consultant Company warrants, represents and undertakes that:
- 3.6.1 it has full capacity and authority and all necessary consents to enter into this Contract and to perform the Services and that this Contract is executed by a duly authorised representative of the Consultant Company;
 - 3.6.2 it has all necessary consents to use any third party rights (including software) to provide the Services, and that no software or equipment when used by RHT will breach the intellectual property rights of any other person;
 - 3.6.3 it will provide the Services in compliance with all applicable laws, enactments, regulations, orders, standards and codes of practice.
- 3.7 The Consultant Company shall, and shall procure that the Individual(s) shall, comply with all relevant health and safety policies and procedures whilst working on RHT's premises and report to RHT any unsafe working conditions or practices.
- 3.8 Unless it or the Individual(s) has been specifically authorised to do so by RHT in writing:



- 3.8.1 neither the Consultant Company nor the Individual(s) shall have any authority to incur any expenditure in the name of or for the account of RHT; or
- 3.8.2 the Consultant Company shall not hold itself (and shall procure that the Individual(s) shall not hold himself or herself) out as having authority to bind or legally commit RHT to any third party.

4. Fee and Payment Terms

- 4.1 For satisfactory performance of the Services, RHT will pay the Consultant Company the Fee set out in the Schedule.
- 4.2 Save in so far as otherwise expressly provided within the Schedule appended to this Contract, all amounts stated in this Contract are exclusive of VAT and any VAT arising in respect of the Services shall be paid at the current rate at the tax point date.
- 4.3 The Consultant Company shall submit invoices to RHT giving details of the days which the Individual(s) have worked if applicable, the Services which have been provided by the Consultant Company and the amount of the Fee payable. The amounts in each invoice shall not exceed the amounts set out in the Schedule and shall be inclusive of all attributable disbursements and expenses.
- 4.4 The invoices shall be submitted to RHT within 14 days from the completion by the Consultant Company of each stage of the Services and must quote the purchase order number supplied by RHT. RHT will pay the Consultant Company's invoices within 30 days of receipt of each invoice.
- 4.5 In the event that all or part of the Services are not provided to the agreed specification, RHT reserve the right to withhold payment until such time as the Parties agree that the terms of the Services have been fulfilled.
- 4.6 If this Contract is terminated by RHT in accordance with Clause 10.1, RHT will pay the Consultant Company for the Services properly provided prior to termination.
- 4.7 RHT shall be entitled to deduct from the Fee (and any other sums) due to the Consultant Company any sums that the Consultant Company may owe to RHT at any time.

5. Intellectual Property Rights

- 5.1 The Intellectual Property Rights in the Deliverables shall be assigned to and vested from the outset in RHT. All Deliverables will be marked © Raven Housing Trust Ltd. The right is reserved to RHT to alter or amend the Deliverables.
- 5.2 Copies of photographic material included in the Deliverables must be submitted to RHT with the Deliverables. The Consultant Company warrants to RHT that it may use such photographic material for its own or its sponsors, fundraising or publicity purposes.
- 5.3 The Consultant Company and the Individual(s) hereby irrevocably waive all moral rights under the Copyright, Designs and Patents Act 1988 (and all similar rights in other jurisdictions) which the Consultant Company and/or the Individual(s) has in the Deliverables. The Consultant Company agrees to execute all documents and do all acts as may, in the opinion of RHT, be necessary to give effect to this Clause 5.



- 5.4 In the event that the Individual(s) are not directly employed by the Consultant Company, the Consultant Company warrants to RHT that it has obtained from the Individual(s) a written and valid assignment of all existing and future Intellectual Property Rights in the Deliverables and a written irrevocable waiver of all the Individuals' statutory moral rights in the Deliverables, to the fullest extent permissible by law, and that the Individuals have agreed to hold on trust for the Consultant Company any such rights in which the legal title has not passed (or will not pass) to the Consultant Company.
- 5.5 Where pre-existing works are incorporated into any Deliverable, the ownership in such works will remain with the Consultant Company and RHT shall have a non-exclusive, irrevocable, world-wide, royalty free licence to use modify and distribute such pre-existing works, but only as part of the Deliverable; all other rights in the pre-existing works are reserved to the Consultant Company.
- 5.6 The Consultant Company shall indemnify, keep indemnified and hold harmless RHT from and against all liabilities, losses and expenses (including reasonable legal and professional fees) arising out of any claims by a third party that the provision by the Consultant Company of the Services and the production of the Deliverables violates any third party rights including but not limited to patents, copyrights, trademarks, design rights, database rights or any other intellectual property rights of any third party.

6. Confidentiality

- 6.1 The Consultant Company acknowledges that in the course of providing the Services it and the Individual(s) will have access to Confidential Information. The Consultant Company has therefore agreed to accept the restrictions in this Clause 6.
- 6.2 The Consultant Company shall:
- 6.2.1 keep the Confidential Information strictly confidential and subject to the terms and conditions of this Contract;
 - 6.2.2 not disclose the Confidential Information or any part thereof to any person other than the Individuals, and shall ensure that each such Individual shall comply with confidentiality provisions no less onerous than those contained in this Contract;
 - 6.2.3 not use the Confidential Information or any part of it for anything other than the provision of the Services;
 - 6.2.4 not copy, summarise or transcribe the whole or any part of the Confidential Information, save as is reasonably necessary for the provision of the Services and all such copies, summaries and transcripts shall be deemed to be, and shall be clearly identified as being, Confidential Information;
 - 6.2.5 keep all Confidential Information in a safe and secure place and shall treat all Confidential Information in a manner which is no less secure than the manner in which it treats its own confidential and/or proprietary information and at least with reasonable care;
 - 6.2.6 notify RHT immediately on it becoming aware that any Confidential Information has been disclosed to or is in the possession of any person who is not an Individual(s); and
 - 6.2.7 upon termination of this Contract or at the request of RHT, deliver up to RHT or destroy or erase (as RHT may in its absolute discretion direct) any records of whatsoever nature which are in the possession, custody or control of the



Consultant Company to the extent that such records contain any Confidential Information, or which are produced or received by the Consultant Company in connection with the provision of the Services.

6.3 Notwithstanding any other provisions hereof, the Consultant Company shall not be liable for the release or disclosure of, and the confidentiality obligations hereunder shall not apply to, any Confidential Information that is:

- 6.3.1 part of or enters the public domain through no fault of the Consultant Company and without breach of this Contract;
- 6.3.2 subsequently obtained by the Consultant Company from a third party without breach of any obligation of confidentiality owed to any third party or RHT;
- 6.3.3 known to the Consultant Company prior to the disclosure by RHT, without an obligation to keep such Confidential Information confidential;
- 6.3.4 approved in advance in writing for public release by RHT; or
- 6.3.5 independently developed by the Consultant Company as evidenced by written records and without any breach of this Contract.

6.4 The Consultant Company may disclose Confidential Information in accordance with a judicial or other governmental order or a regulation of a regulatory authority to whose jurisdiction the Consultant Company submits, provided that the Consultant Company:

- 6.4.1 uses its best endeavours to obtain prior to the disclosures a written assurance from the applicable judicial or governmental authority that it will afford the Confidential Information a reasonable degree of protection against disclosure; or
- 6.4.2 to the extent it may lawfully do so, gives RHT reasonable notice prior to such disclosure to allow RHT a reasonable opportunity to seek a protective order or otherwise.

6.5 All Confidential Information shall be deemed to be (and all copies, or any part or parts thereof) shall remain the property of RHT.

6.6 The requirements of this Contract regarding Confidential Information disclosed under this Contract shall remain in place notwithstanding the termination of this Contract.

7. Database Use and Data Processing

7.1 Without prejudice to Clause 6 above, the Consultant Company will comply with the DPA and any other privacy, electronic communications and data protection laws of the UK at all times.

7.2 In particular, the Consultant Company agrees that:

- 7.2.1 if required by the DPA, at all times during the term of this Contract it shall maintain an up to date notification with the Information Commissioner under the DPA;
- 7.2.2 all Personal Data of RHT to which the Consultant Company has access under this Contract shall be used exclusively for the sole provision of the Services;
- 7.2.3 the Consultant Company shall take all appropriate technical and organisational measures to protect such Personal Data against accidental



or unlawful destruction or accidental loss, alteration, unauthorised disclosure, use or access and against all other unlawful forms of processing, including controls over entry, access, intervention, disclosure, input and preservation of and to such personal data of RHT;

- 7.2.4 the Consultant Company will not store or download any Personal Data of RHT onto the hard drive of any mobile computer device or mobile storage device, and the Consultant Company will only store the Personal Data of RHT at locations agreed with RHT;
 - 7.2.5 all Individuals shall be made aware of the requirements of this Contract regarding the Personal Data of RHT;
 - 7.2.6 the Consultant Company shall promptly upon the instruction of RHT return to RHT the Personal Data of RHT held by the Consultant Company (including all back-up records and other copies thereof, whether electronic or written);
 - 7.2.7 the Consultant Company shall promptly upon the instruction of RHT, update and correct any Personal Data of RHT held by the Consultant Company;
 - 7.2.8 all Personal Data of RHT held by the Consultant Company remains stored within the United Kingdom and is not transferred outside of the United Kingdom.
- 7.3 Procedure in regard to requests by Data Subjects relevant to RHT:
- 7.3.1 The Consultant Company shall notify RHT within 5 (five) working days if it receives a request from a Data Subject for access to that person's Personal Data.
 - 7.3.2 The Consultant Company shall provide RHT with full co-operation and assistance in relation to any request made by a Data Subject to have access to that person's Personal Data.
 - 7.3.3 The Consultant Company shall not disclose the Personal Data to any Data Subject or to a third party other than at the request of RHT or as provided for in this Contract.
- 7.4 RHT shall be entitled, on giving at least three working days' notice to the Consultant Company, to inspect or appoint representatives to inspect all facilities, equipment, documents and electronic data relating to the processing of Personal Data by the Consultant Company. The requirement under this clause to give notice will not apply if RHT believes that the Consultant Company is in breach of any of its obligations under this Contract.
- 7.5 The Consultant Company shall notify RHT immediately if it becomes aware of any unauthorised or unlawful processing, loss of, damage to or destruction of the Personal Data;
- 8. Bribery and Modern Slavery**
- 8.1 The Consultant Company warrants to and undertakes with RHT as follows:
- 8.1.1 Neither the Consultant Company nor any of its officers or employees have been the subject of any prosecution for an offence involving bribery or corruption nor has the Consultant Company, so far as it is aware, been investigated for any corrupt activities and it shall promptly notify RHT of the same;



- 8.1.2 It shall comply with all applicable laws (including but not limited to the Bribery Act 2010), regulations and codes of conduct in relation to anti-bribery and anti-corruption including any code of conduct issued from time to time by RHT; and
- 8.1.3 It shall maintain and implement its own anti-corruption policies and procedures in conformity with the Bribery Act 2010 and ensure that its employees and other persons associated with the Consultant Company comply with the same;
- 8.1.4 It shall promptly notify RHT if any of the circumstances referred to in this clause change.
- 8.2 Further, the Consultant Company warrants and represents that neither it nor any of its officers, employees, agents, sub-contractors or any person acting on its behalf has offered, given or agreed to give any person any inducement or reward (or anything which might be considered an inducement or reward) in connection with the Consultant Company entering into this Contract or performing the Services under it.
- 8.3 The Consultant Company warrants to and undertakes with RHT that it will comply with RHT's Modern Slavery and Human Trafficking Policy, including ensuring the provision of any necessary training for the Individual and any Substitute(s) in relation to the Policy.

9. Insurance

- 9.1 The Consultant Company shall maintain adequate Insurance Policies throughout the term of this Contract and for a minimum period of six years following the expiration or earlier termination of this Contract. The Consultant Company confirms that its current Insurance Policies:
 - 9.1.1 cover the Services;
 - 9.1.2 are effective for the duration of this Contract; and
- 9.2 The Consultant Company shall supply to RHT on request copies of such insurance policies.
- 9.3 The Consultant Company shall in addition ensure that all professional consultants or sub-contractors engaged by it for the provision of the Services hold and maintain appropriate insurance cover.
- 9.4 The Consultant Company shall comply (and shall procure that the Individual(s) comply) with all terms and conditions of the Insurance Policies at all times. If cover under the Insurance Policies shall lapse or not be renewed or be changed in any material way, or if the Consultant Company is aware of any reason why the cover under the Insurance Policies may lapse or not be renewed or be changed in any material way, the Consultant Company shall notify RHT without delay.

10. Termination

- 10.1 RHT may terminate this Contract by giving one month's prior written notice to the Consultant Company at any time.
- 10.2 Notwithstanding the above or any other provision of this Contract, either Party may terminate this Contract with immediate effect without notice and without liability to pay any remuneration, compensation or damages if at any time:



- 10.2.1 the other Party commits any serious or repeated breach or non-observance of any of the provisions of this Contract or in the case of the Consultant Company refuses or neglects to comply with any reasonable and lawful directions of RHT; or
 - 10.2.2 the other Party makes a resolution for its winding up, makes an arrangement or composition with its creditors or makes an application to a court of competent jurisdiction for protection from its creditors or an administration or winding-up order is made or an administrator or receiver is appointed in relation to that Party; or
 - 10.2.3 the other Party is guilty of a fraud or dishonesty or acts in any manner which in the opinion of the terminating Party brings or is likely to bring either it or the other Party into disrepute, or
- 10.3 RHT may also terminate this Contract with immediate effect without notice and without liability to pay any remuneration, compensation or damages if the Consultant Company breaches any provision of Clause 8.
- 10.4 The rights of RHT under this Clause 10 are without prejudice to any other rights that it might have at law to terminate this Contract or to accept any breach of this Contract on the part of the Consultant Company as having brought the Contract to an end. Any delay by RHT in exercising its rights to terminate shall not constitute a waiver thereof.
- 10.5 Any rights or obligations of a continuing nature shall survive termination.

11. Obligations on Termination

- 11.1 On termination of this Contract the Consultant Company shall on request and shall procure that the Individual(s) shall:
- 11.1.1 immediately deliver to RHT all documents, books, materials, records, correspondence, papers and information (on whatever media and wherever located) relating to the business or affairs of RHT, any keys and any other property of RHT which is in its possession or under its control;
 - 11.1.2 irretrievably delete any information relating to the business of RHT stored on any magnetic or optical disk or memory and all matter derived from sources which is in its possession or under its control outside of the premises of RHT.

12. Status

- 12.1 In this Contract, the term 'employee(s)' includes, so far as the context permits:
- 12.1.1 in the case of an LLP or partnership, its partners and employees;
 - 12.1.2 in the case of a company, its officers and employees.
- 12.2 The Consultant Company warrants that it is not, nor will it prior to the cessation of this Contract, become a Managed Service Company, within the meaning of section 61B, Income Tax (Earnings and Pensions) Act 2003.
- 12.3 The relationship of the Consultant Company (and the Individual(s)) to RHT will be that of independent contractor and nothing in this Contract shall render it (nor the Individuals) an employee, worker, agent or partner of RHT and the Consultant Company shall not hold itself out as such and shall procure that no Individual shall hold himself/herself out as such.



- 12.4 The Consultant Company shall indemnify RHT against any claim made or any award of compensation against RHT and/or its employees and/or its directors/trustees in respect of redundancy or unfair or wrongful dismissal claimed by any employee or former employee of the Consultant Company in respect of his or her service related to the provision of the Services including (but not by way of limitation) on the termination of this Contract (whether by effluxion of time or otherwise) under the Transfer of Undertakings (Protection of Employment) Regulations 2006 as amended.
- 12.5 The Contract constitutes a contract for the provision of services and not a contract of employment and accordingly the Consultant Company shall be fully responsible for and also indemnify RHT against:
- 12.5.1 any claim made by any employees or ex-employee for payment of salaries, wages, holiday pay, maternity and/or sick pay, income tax, National Insurance and Social Security contributions and any compensation payments and other payments or entitlements (whether statutory or otherwise);
 - 12.5.2 any and all reasonable costs, expenses and any penalty, fine or interest incurred or payable by RHT in connection with or in consequence of any such liability listed in Clause 12.4;
 - 12.5.3 any liability for an employment-related claim or any claim based on worker status (including reasonable costs and expenses) brought by an Individual against RHT arising out of or in connection with the Services;
 - 12.5.4 any and all loss, damage or liability (whether criminal or civil) and legal fees and costs incurred by RHT resulting from a breach of this Contract including any act, neglect or default which results in any successful claim by any third party and/or any breach of the obligations set out in Clause 8, (Bribery and Modern Slavery).
- 12.6 RHT may at its option satisfy such indemnity or indemnities (in whole or in part) by way of deduction from payments due to the Consultant Company or the Individual(s).
- 13. Force Majeure**
- 13.1 No Party shall have any liability under or be deemed to be in breach of this Contract for any delays or failures in performance of this Contract which result from circumstances beyond the reasonable control of that Party. The Party affected by such circumstances shall promptly notify the other Party in writing when such circumstances cause a delay or failure in performance and when they cease to do so. If such circumstances continue for a continuous period of more than 10 (ten) working days, a Party may terminate this Contract by written notice to the other Party.



14. **Notices**

- 14.1 Without prejudice to any other method available for the giving of notice or to any acknowledgement by either Party that it has received the same, any notice or other communication to be given under or in connection with this Contract shall be in writing and shall be delivered or sent to:

(A) in the case of RHT:

Email: louise.nicholls@ravenht.org.uk

Attention: Louise Nicholls

(B) in the case of the Consultant Company:

Address: See Media Ltd, The Colmore Building, 20 Colmore Circus, Queensway, Birmingham B4 6AT

Email: stuart.macdonald@see-media.co.uk

Attention: Stuart Macdonald, Managing Director

15. **General**

- 15.1 This Contract constitutes the entire agreement between the Parties with respect to its subject-matter and (to the extent permissible by law) supersedes all prior representations or oral or written agreements between the Parties with respect to that subject matter. Each Party acknowledges that in entering into this Contract it has not relied on any representation, warranty, collateral contract or other assurance (except those set out in this Contract) made by or on behalf of the other Party before the signature of this Contract. Each Party waives all rights and remedies which, but for this clause, might otherwise be available to it in respect of any such representation, warranty, collateral contract or other assurance. This clause shall not apply to exclude liability of a Party for fraudulent statements (including fraudulent pre-contractual misrepresentations on which the other Party can be shown to have relied).
- 15.2 The Consultant Company shall not assign, novate or otherwise transfer this Contract to any person without the prior written consent of RHT. The Consultant Company may not authorise any third party or sub-contractor to provide all or any part of the Services without the prior written consent of RHT.
- 15.3 An amendment of this Contract will not be binding on the Parties unless set out in writing, expressed to amend this Contract and signed by authorised representatives of each of the Parties.
- 15.4 No failure of either Party to exercise, and no delay by it in exercising, any right, power or remedy in connection with this Contract (each a "**Right**") shall operate as a waiver of that Right, nor shall any single or partial exercise of any Right preclude any other or further exercise of that Right or the exercise of any other Right. A waiver may be made only in writing and must be expressly stated to be a waiver of a Party's rights under this Contract.
- 15.5 This Contract does not create any right or benefit enforceable by any person not a Party to it (within the meaning of the Contracts (Rights of Third Parties) Act 1999).
- 15.6 The invalidity or unenforceability of any part of this Contract for any reason



whatsoever shall not affect the validity or enforceability of the remainder.

16. Governing Law

- 16.1 This Contract and any disputes arising under it shall be governed by and construed in accordance with the laws of England and Wales and the Parties hereby submit to the exclusive jurisdiction of the courts of England and Wales in connection with any matter arising out of or in connection with this Contract.

Signed by the Parties' authorised representatives as follows:

On behalf of **RHT** by

Nigel Newman

(Authorised Signature)

Name: Nigel Newman

Position: Director of Strategy and Growth

Date: 28 April 2021

On behalf of **the Consultant Company** by

Stuart Macdonald

(Authorised Signature)

Name: Stuart Macdonald

Position: Managing Director

Date: 28 April 2021



Schedule

A. The Services

The scope of work is as per RHT 01, submitted as part of the tender pack, and is to be read in conjunction with the brand narrative (RHT01a). Specific deliverables, milestones and success criteria measures have also been agreed, as per the appended KPIs document.



RHT 01 Scoping
Document Raven PR #Raven_Group_Brand_I



RHT 01a



Raven See Media
KPIs V2.pdf

B. Fees

Scoping Item	Activity	See Media position	Total Cost (ex VAT)
Stakeholder management	Research and prepare engagement plan (includes desk research; up to 7 interviews; writing report with conclusions and recommendations; writing engagement plan)	Managing Director (0.5 day); Account Manager (3 days) - one-off cost	£1,850.00
Stakeholder management	Support delivering stakeholder engagement plan	Account Executive (0.25 day a month)	£3,600.00
Form agreed identity and message set	Review existing messages and suggest updates in light of corporate strategy and target audiences; update as needed with findings from stakeholder engagement work	Director (0.75 day) - annual cost	£1,350.00
Crisis communication	Media liaison support in a crisis to minimise reputational damage; drafting media statements and liaising over sign-off; on-call cover evenings and weekends; direct number to call for overnight support; media monitoring	Director (1 day per month)	£21,600.00
Strategic PR plans	Research and draft communications strategy and plan; agree client amends; update as needed through the year	Director (0.25 day); Account Manager (1 day) - annual cost	£1,950.00
Strategic PR plans	Design support for marketing collateral	Artwork (0.25 day per month)	£4,050.00



Social media content	Researching and drafting social media posts as needed; liaison with in-house PR team over social media posts to ensure activities aligned	Account Executive (0.5 day per month)	£7,200.00
Creative thought-leadership	Media training for a group of up to eight (as specified in 'day rates')	Envisage one session in the three years	£1,650.00
Newspath generation and support	PR activities to deliver the comms plan (includes writing blogs, press releases, media liaison, horizon-scanning and acting on opportunities sourced for interviews, speaking at events)	Account Manager (0.25 day per month); Account Executive (1 day per month)	£18,900.00
Newspath generation and support	Webinars (as specified on 'day rates' per webinar; aim to run at least one series of two each year)	Two per year	£5,400.00
Newspath generation and support	Digital publication (to support campaign s by capturing key content - video, audio, written - and making accessible across all devices)	One per year of 10 pages each at £150 per page	£4,500.00
Ongoing media outreach	Covered in the above 'newspath generation and support' item	Covered above	£0
Extending the company's network	Covered in the above 'newspath generation and support' item	Covered above	£0
Speaking opportunities	Covered in the above 'newspath generation and support' item	Covered above	£0
Total			£72,050.00

The above fees are to be converted into a **monthly retainer fee of £2,000 excl VAT**.

Day Rates

Description	Day rate (ex VAT)	Out of hours (ex VAT) ³
Managing Director	£700.00	£150.00
Director	£600.00	£120.00
Senior Account Manager	£550.00	£100.00
Account Manager	£500.00	£90.00

³ Indicative hourly rates for work required outside of the monthly retainer, to be incurred only by prior agreement by both Parties



Account Executive	£400.00	£60.00
PR and Communications Assistant	£300.00	
Photography (half day)	£350.00	
Photography (full day)	£550.00	
Video (filming and editing)	£600.00	
Media Training (preparation, leading the day, BBC journalist and filming, interview practice and feedback)	£1,650.00	
Media monitoring (print, digital, social mentions; monthly report)	£250.00	
Award entry (per entry)	£900.00	
Webinar (arrange speakers, chair, use of See Media webinar platform, promotion support, social media, rehearsal, recording, post-event content and promotion)	£900.00	
Digital publication - using our Foleon platform (per page rate if client provides content; images charged at cost)	£150.00	
Digital publication - using our Foleon platform (per page rate if See Media provides content; images charged at cost)	£225.00	
Artwork (infographics, gifs, other marketing collateral as needed)	£450.00	

C. Programme

Services to be delivered from the commencement date to 31 March 2024, detailed programme to be discussed and amended by mutual agreement of the Parties throughout the contract period.