



African News Agency (ANA)

## AFRICAN NEWS AGENCY (ANA) PUBLIC RELATIONS WIRE SERVICES AGREEMENT

This agreement describes the terms and conditions under which African News Agency PR Wire shall provide public relations services to \_\_\_\_\_ and serves as the contract between the two parties.

All the client's projects are subject to the below terms and conditions, so please make sure you are clear on what these terms and conditions are, and how we work.

### 1. INTERPRETATION

1.1. In these terms of business, the following words shall have the following meanings:

“ANA PR Wire” means African News Agency Public Relations Wire Services.

“Client” means the company purchasing the Services.

“Services” means the services to be provided by ANA PR Wire which are the subject of an order between ANA PR Wire and the Client.

### 2. PARTIES

2.1. The parties to this agreement are ANA PR Wire and \_\_\_\_\_

### 3. PURPOSE OF AGREEMENT

4. The purpose of this agreement is one in which ANA PR Wire and \_\_\_\_\_ desire to enter into a contractual relationship whereby ANA PR Wire acts as a public relations service provider for the Client and provides with professional public relations wire services and expertise that will enable the client to communicate effectively with the public through the public relations services ANA PR Wire provides through its digital platform.

## 2. ACCEPTANCE OF ORDER

4.1. These Terms of Business are the only terms and conditions upon which ANA PR Wire supplies the services.



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4.2. A signed order confirmation form, along with deposit payment is required to enable ANA PR Wire to commence the initial order, with future invoicing terms agreed at the outset.

4.3. ANA PR Wire reserves the right to refuse acceptance of order.

### **3. PROVISION OF THE SERVICES**

5.1. ANA PR Wire shall provide to the Client the Services and perform the Services with a reasonable level of skill and care in accordance with a degree of skill, diligence, prudence and foresight which, as at the relevant time, would reasonably be expected from a skilled and experienced supplier of PR Wire services seeking in good faith to comply with its contractual obligations.

5.2. ANA PR Wire shall distribute the Client's press releases on the ANA PR Wire digital platform and the Client must confirm the tasks for ANA PR Wire to execute in writing and present them to ANA PR Wire. These tasks shall be performed to the fullest extent possible by ANA PR Wire. It is also agreed by ANA PR Wire that it shall maintain complete and accurate records of all activities performed on behalf of the Client. ANA PR Wire shall endeavour to supply reasonable supporting details as the Client may require.

5.3. ANA PR Wire shall, without the agreement of the Client, be entitled to make operational changes to the Services that have no material adverse effect on the Services.

3.4. ANA PR Wire guarantees that the Services supplied by it shall comply with the specification contained in each contract, and in the absence of any such specification, will comply with ANA PR Wire's appropriate specification.

3.5. ANA PR Wire shall not be liable for any loss caused to the Client's goods while in ANA PR Wire's possession unless such loss may be caused by wilful recklessness of ANA PR Wire's employees or agents, in which case ANA PR Wire shall account to the Client for any monies that it may receive under any insurance policy (ANA PR Wire not being under any obligation to insure). ANA PR Wire shall not be liable for samples or products of the Client which are sent to the media as part of PR activity.

3.6. Third party products supplied and/or sublicensed by ANA PR Wire as part of the Services shall be supplied in accordance with the relevant supplier's applicable terms. The Client agrees that it shall at all times comply with the provisions of such standard terms.



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5.7. With the supply of Public Relations services, ANA PR Wire provides no guarantees as to the coverage to be gained for the Client, and cannot be liable for any content created by the media with reference to the Client.

#### **4. CLIENT RESPONSIBILITIES**

6.1. The Client acknowledges that ANA PR Wire's ability to provide the Service/s is/are dependent upon the full and prompt co-operation of the Client (which the Client agrees to provide) as well as the accuracy and completeness of any information and data the Client provides to ANA PR Wire. Accordingly, the Client shall in a timely manner provide ANA PR Wire with access to, and use of all information, data and documentation reasonably required by ANA PR Wire for the performance by ANA PR Wire of its obligations under these Terms of Business.

6.2. The Client agrees to follow ANA PR Wire's reasonable instructions and procedures with respect to the Services. The Client agrees to provide ANA PR Wire with all relevant information and images, in an acceptable format, as requested by ANA PR Wire prior to commencement of providing the services.

6.3. ANA PR Wire is under duty to ensure that any materials produced under a contract are legal, decent, honest and truthful. However, ANA PR Wire may not be an expert in respect of the subject matter of the contract and therefore the Client is responsible for accuracy, completeness and for all descriptive, technical or proprietary aspects of the Services and shall indemnify ANA PR Wire for any liability arising for a breach of this agreement.

4.4. ANA PR Wire shall not be required to publish any matter which in their opinion may be of an illegal or libellous nature or an infringement of the proprietary or other rights or any third party. ANA PR Wire will be indemnified by the Client in respect of any claims, costs and expenses arising out of any libellous matter or any infringement of copyright, patent, design or any other proprietary or personal rights contained in any material printed for the Client. The Indemnity shall extend to any amounts paid on a lawyer's advice in settlement of any claim.

#### **5. PRICES AND PAYMENT**

Fees are due and payable on the first day of each month. A payment will be deemed late, for purposes of this agreement, if not received by ANA PR Wire by the fifth day of each month.

Additional services will be individually billed and are due and payable within a period of thirty (30) days.



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7.1. ANA PR Wire reserves the right to vary the price of the Service by any amount attributable to:

7.1.1. An alteration to the Service by reason of variation in or a lack of Client's instructions

7.1.2. Any variation of the rates of taxation or costs, third party changes or fluctuation in foreign exchange rates between the dates of a contract and the date of delivery of the Service or completion of the payment.

7.2. Payments are required as per the agreed payment terms for all PR Wire activity, irrespective of the publication date of media coverage.

7.3. If any payment is in arrears under any contract between ANA PR Wire and the Client, or if the Client becomes insolvent, or ANA PR Wire has reason to believe that any payment is likely to be in arrears, or that the Client is likely to become insolvent, ANA PR Wire shall have the right without giving notice to the Client to suspend further delivery of the Services and under any contract, any such payment or any part thereof will remain in arrears for fourteen (14) days after written demand sent by ANA PR Wire to the Client, ANA PR Wire shall have the right to cancel any contract without prejudice to any rights and remedies to recover any monies then due and owing by the client.

5.4. Time for payment is of the essence.

5.5. In the case of invoices for third party services, payment for the Services shall be made within 14 days of the date of invoice.

5.6. In the case of invoices for Production services, payment for the Services shall be made within 30 days of the date of invoice, unless otherwise specified on the signed order agreement.

5.7. Without prejudice to any other rights, ANA PR Wire may have, in the event of late payment of any sum due under these Terms of Business, ANA PR Wire may charge interest to the Client on such sum at higher of the rate of \_\_\_\_\_ percent per annum above the base lending rate from time to time of \_\_\_\_\_ (accruing daily). Such interest will accrue from the day following that upon which payment was due until payment is made in full. In addition, or in the alternative (at the option of ANA PR Wire), ANA PR Wire may suspend the provision of such services and/or any part of them until such time as the payment is made.



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5.8. If ANA PR Wire takes any legal, or other steps, for the recovery of any overdue payment, then the reasonable costs of all such steps will be payable by the Client upon demand.

## 6. LIMITATION OF LIABILITY

8.1. ANA PR Wire shall not be in any circumstances, be liable to the Client in respect of any:

8.1.1. Loss of profits; or

8.1.2. loss of contracts; or

8.1.3. loss of revenue or goodwill; or

8.1.4. type of special, indirect or consequential loss, business interruption or loss of or damage to business information or data whether in contract, tort (including but not limited to negligence) or otherwise and whether or not suffered as a result of an action brought by a third party, even if such loss was reasonably foreseeable or the Client had been advised at any time of the possibility of the Client incurring the same

8.2. For the avoidance of doubt, ANA PR Wire shall not be liable to the Client or be deemed to be in breach of these Terms of Business by reason of any delay in performing, or any failure to perform any of its obligations under these Terms of Business, if the delay or failure was due to any cause beyond ANA PR Wire's control, due to any instructions given by the Client or in any delay caused by the Client.

8.3. ANA PR Wire shall not be responsible in contract or in tort (including, but not limited to, negligence) or otherwise for the unauthorised access to, or alteration, theft or destruction of emails, files, programs, or information of the Client by any person (other than ANA PR Wire) through accident or by fraudulent means, or devices where ANA PR Wire has exercised that degree of skill, diligence, prudence and foresight which, as at the relevant time, would reasonably and ordinarily be expected from a skilled and experienced supplier of information technology services seeking in good faith to comply with its contractual obligations in providing the Services to prevent such activities.

8.4. ANA PR Wire shall have no liability if Third Party products breach, infringe or make unauthorised use of any third party rights, save to the extent that ANA PR Wire knew, or



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should have reasonably have known, of such infringement or unauthorised use at the time it sub-licenced such Third Party Products to the Client.

## **7. TERMINATION**

9.1. This contract for a provision of Services over a period of time may be terminated by either party giving to the other one month's written notice provided always that if the Client terminates the contract, the Client shall:

9.1.1. pay immediately all outstanding sums due to ANA PR Wire;

9.1.2. be responsible for all costs and expenses incurred by ANA PR Wire in respect of any uncompleted Service and be liable for one month's fees, whether or not activity is required from ANA PR Wire for the Client during this period;

9.1.3. accept and pay invoices from ANA PR Wire calculated at the contract rate in respect of any Services completed or partly completed;

9.1.4. discharge any liability of ANA PR Wire to third parties incurred in relation to any Services originally envisaged pursuant to the Client's initial instructions.

9.1.5. Provide any notice required or permitted under the terms of these Terms of Business or required by statute, law or regulation shall (unless otherwise provided) in writing marked for the attention of the Managing Director. Any notification to any other employee or officer of ANA PR Wire shall not be effective.

## **8. INDEMNITY**

The Client will indemnify ANA PR Wire in respect of all damage or injury occurring to any person, firm, company or property and against all actions, suits, claims, demands, charges or expenses in connection therewith for which ANA PR Wire may become liable in respect of any breach of contract or in respect of the Services sold under any contract. In particular, it is stressed that the Client is responsible for all copy, slogans, words or methods supplied or suggested by it to ANA PR Wire, and also such items approved by it after suggestion by ANA PR Wire and therefore such indemnity shall extend to claims for copywriter or patent infringement, libel or other defamation.

## **9. ASSIGNMENT**

11.1. ANA PR Wire may assign all of its rights and obligations under this Agreement to a third party without prior consent of the Client, and the Client shall execute such novation agreements as ANA PR Wire may reasonably request in order to effectively document the transfer of such rights and obligations.



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## 12. PUBLICITY

12.1. ANA PR Wire shall not be held responsible for the use of such material as referred to in

12.2. by media, once information approved by the client has been submitted to the media.

## 13. FORCE MAJEURE

ANA PR Wire shall be under no liability if they shall be unable to carry out any provision of the contract for any reason beyond their control, including (without limiting the foregoing) Act of God, legislation, war, fire, flood, drought, failure of power supply, lock-out, strike or other action taken by employees in contemplation or furtherance of a dispute or owing to any inability to procure materials required for the performance of the contract.

## 14. INTEGRATED AGREEMENT

14.1. This contract constitutes the final, complete and exclusive statement of the agreement between the parties herein. This Agreement contains all the representations and the entire agreement between the parties with respect to the subject matter of this Agreement. All other prior Agreements are null and void and are superseded by this Agreement.

Dated: \_\_\_\_\_

Signatory: \_\_\_\_\_ (Services Provider)

Signatory: \_\_\_\_\_ (Client)