

1. Interpretation

"**Agreement**" shall mean - these Terms and Conditions of Business and the Specific Terms agreed (if any).

"**The Marketing Junction**" shall mean - The Marketing Junction Ltd - a business consultancy.

"**The Client**" shall mean - any person, firm or company receiving Consultancy services.

"**Associated person**" shall mean - any person who is associated with the Client, whether formally or informally.

"**Assignment**" shall mean - any and all work undertaken by The Marketing Junction for the Client, or any and all work undertaken for the benefit of The Marketing Junction.

"**The Freelancer**" shall mean - any person or company who provide services to The Marketing Junction, which are used to deliver The Assignment to The Client. In this instance the Freelancer shall also be described as a Director.

"**Agreed Period**" shall mean - the period in which The Marketing Junction shall undertake to use its reasonable endeavours to fulfil the Assignment, subject always to events outside of its control;

"**Specific Terms**" shall mean - any terms agreed in writing between The Marketing Junction and the Client. Where there is any conflict between these Conditions and the Specific Terms then these Conditions shall take precedence.

"**Intellectual Property**" shall mean - copyright, patents, design rights, trading names and brands, service marks and badges, trade-secrets or know-how, processes, literature provided, programmes run, design schemes and themes and anything else which is capable of being owned, recognised or registered as intellectual property in any part of the World.

2. Introduction

a) Except where the context requires otherwise words importing the masculine shall include the feminine and neuter genders; importing the singular shall include the plural; importing natural personage shall be equally applicable to corporate personage; and vice versa.

b) All and any business undertaken by The Marketing Junction is transacted subject to these Conditions all of which shall be incorporated in any agreement between The Marketing Junction and The Freelancer to the exclusion of other terms and conditions, representations or agreements. In the event of any conflict between these Conditions and any other terms and conditions, these Conditions shall prevail unless expressly otherwise agreed in writing in any Specific Terms by a Director of The Marketing Junction. No variations can be made to the Conditions without the written consent of a Director of The Marketing Junction.

3. Relationship between Parties and Term of Agreement

a) No term of this agreement or course of dealings between the Parties shall operate to make The Marketing Junction an employer of The Freelancer.

b) Neither Party shall assign or transfer any of their rights, liabilities or obligations arising under this agreement without the prior written consent of the other Party

c) This agreement shall govern the supply of services (as defined below) to the Client commencing as per Service Proposal and continuing until terminated by either party in accordance with the terms of this agreement.

4. The Services Provided

a) The Freelancer shall provide services to the Marketing Junction as required and as mutually agreed.

b) The exact nature and detail of the services which The Marketing Junction shall receive shall be as set out in writing to The Freelancer.

c) Any amendment, extension or addition to the services must be agreed in writing.

d) The Freelancer guarantees that services will be provided within a specific time frame or on any agreed dates and shall be liable for any loss, damage or expense suffered by the Marketing Junction as a result of any delay in service provision.

e) Where billing by the day or hourly, a time sheet must be provided as part of the invoice.

f) The Freelancer warrants that they have the appropriate insurances and right to work documentation, and where necessary appropriate licences in order to fulfil the work for which they are undertaking.

5. Payment for Services

a) Where The Freelancer provides services to the Marketing Junction as mutually agreed they shall charge the sum agreed, which shall be exclusive of VAT.

b) Unless specified in the service proposal, the sum payable by The Marketing Junction in respect of fees as set out in 5a is not inclusive of any disbursements or expenses which The Freelancer incur, and The Marketing Junction shall charge these expenses and disbursements to the Client subject to clause 6.

c) The Marketing Junction shall settle all invoices which are raised against him once payment has been received from The Client or within 30 days if the work was not on behalf of a Client but for The Marketing Junction's own marketing. Where the Client is late in making payment The Marketing Junction shall not be liable to The Freelancer.

d) In the event that the Client does not settle payment within the timeframe agreed with him The Marketing Junction will be able to claim, in addition to the sums invoiced, interest on those sums at a rate of 2.5% for each period of 30 days or part thereof delayed payment calculated from the date of the invoice. Interest will be applied both before and after court judgement. The direct proportion relating to The Freelancer invoice shall be given to The Freelancer once received from The Client.

e) The Marketing Junction may make payments in advance of receiving the cleared funds from the Client. This does not represent a change to these terms.

6. Expenses

a) The Freelancer may only charge The Marketing Junction with pre-authorised expenses. Only a Director of The Marketing Junction can authorise these and it must be done so in writing.

b) All expenses shall be paid by the Marketing Junction as per clause 5c

7. The Marketing Junction's Obligations

a) The Marketing Junction shall provide The Freelancer with such information, support, co-operation and facilities as may be necessary in order to provide the service.

8. The Freelancers' Obligations & Confidentiality

a) The Freelancer shall provide all services to the Marketing Junction with a reasonable standard of care, skill and attention to detail, and in line with any relevant regulations or industry codes of practice.

b) "Confidential Information" means any and all information disclosed (whether directly or indirectly or orally or by any other means and whether marked confidential or not) by the Client to and/or by The Marketing Junction to The Freelancer either before, on or after the execution of this Agreement which at the time of disclosure is not already part of the public domain and which relates to any business, concept, invention or idea or the execution thereof or to any related manner, including, but not limited to, the following classes of information:

- i) Financial information, accounts or records
- ii) Commercial and marketing information, plans or strategies or market-research data
- iii) Electronic or technical information, data, designs or specifications
- iv) Information concerning internal procedures and processes
- v) Know-how and industrial or trade secrets
- vi) Projections or forecasts

c) The Freelancer undertakes that at no time, whether during the term of this agreement or thereafter, shall they disclose or permit to be disclosed to a third party any Confidential Information which they receive from the Client or The Marketing Junction save as the Client or the Marketing Junction may expressly authorise in writing or as he is compelled by any court or administrative body of competent jurisdiction. This includes disclosing the client and/or the work.

d) Where The Freelancer provides services to the Marketing Junction through a delegate such as an employee or subcontractor, The Freelancer must ensure that the said delegate signs a comparable confidentiality undertaking.

e) The Freelancer agrees and covenants that he will not sell or attempt to supply his services to The Client for 2 years from the date of invoice of the last piece of work undertaken for them.

f) In furtherance to 8e, The Freelancer is not permitted during this time to supply the Client through a third party, where it can be reasonably shown The Freelancer knew who the Client was.

g) The Freelancer shall not, at any time during or after Termination, make statements or representations, or otherwise communicate, directly or indirectly, in writing, orally, or otherwise, or take any action which may, directly or indirectly, disparage the Company or any of its subsidiaries or affiliates or their respective officers, directors, employees, advisors, businesses or reputations. Notwithstanding the foregoing, nothing in this Agreement shall preclude the Employee from making truthful statements that are required by applicable law, regulation or legal process.

h) The Freelancer will grant to The Marketing Junction and its successors and assigns, the irrevocable, perpetual, non-exclusive right and license to use, reproduce, modify, adapt, publish, distribute, perform, display, and create derivative works of photographs, likenesses, personal images, information freely given at the time and voice in any manner and for any purpose whatsoever, including but not limited to advertising, marketing, and promotional materials. The

Freelancer waives all rights to these and is not entitled to any compensation for the use of such. Consent may be withdrawn at any time by providing written notice to the Employer. However, such withdrawal will not affect the validity of any prior use of photographs, information, likenesses, or voices.

i) The Marketing Junction will be able to claim all legal and other costs associated with enforcing this agreement. This includes a proportion of costs associated with The Marketing Junction's administration and attendance at Court, based on the rate of £400 per day.

9. Intellectual Property

- a) Where the Marketing Junction provides The Freelancer with documentation, literary materials or media in order to enable The Freelancer to provide the services, there shall be no transfer of Intellectual Property vested in these, and the aforementioned Intellectual Property shall remain the sole property of the Client or The Marketing Junction.
- b) All Intellectual Property in the services provided and delivered to the Marketing Junction by The Freelancer shall remain the sole property of The Marketing Junction and The Freelancer shall not redistribute or publish this Intellectual Property without the prior written consent of The Marketing Junction.
- c) The Marketing Junction retains ownership of all bespoke designs, materials and products created for The Client the moment that work is submitted to The Marketing Junction.
- d) Neither The Freelancer nor The Marketing Junction claim or assert any rights to Intellectual Property belonging to any third party which may be used under licence or otherwise lawfully during the course of this agreement.
- e) The Freelancer will not have permission to use the Client logo (and its subsidiaries) or the work produced in promotional literature or online.
- f) The Freelancer asserts that they are compliant under the GDPR legislation.

10. Termination

- a) This Agreement shall terminate automatically upon the completion or delivery of services agreed under any service proposal or any extension or addition to those services which is agreed in writing.
- b) Without prejudice to the above, where there is a retainer or ongoing work agreed, this agreement may be terminated by either Party upon 14 days written notice served on the other at his address set out at the foot of this agreement or by email to a director.
- c) Where a single, time limited service is agreed, this can only be terminated under 10d. The Freelancer may terminate before or during the project for any other reason, but will be liable for 100% of any excess costs in sourcing and retaining a suitable replacement.
- d) Without prejudice to the above, this Agreement may be terminated immediately where any of the following circumstances arise:
 - i) Either Party commits a serious breach or persistent breaches of this agreement including but not limited to non-performance, neglect or default of any of his duties as outlined herein and after notice of this breach has been given to the defaulting Party it remains unremedied and unrectified 7 days after such notice. Notice of a breach must be served to a director in writing outlining the breach and referencing this cancellation clause.
 - ii) Either party behaves in such a way as to break down the relationship, including but not limited to the use of aggressive, discriminatory or threatening language or actions, or breaching 8e and 8f.
 - iii) Either Party becomes insolvent or enters into a CVA or IVA, or administration.
 - iv) Either Party ceases to trade
- e) Upon termination of this Agreement, any outstanding payments due to or from The Freelancer shall become immediately due.
- f) In addition to 10e, any costs incurred by The Marketing Junction in enforcing this contract or in rectifying intentional breaches, including but not limited to withholding information, advice or output, changing passwords, or interfering with the Client's business shall be payable in full by The Freelancer.
- g) Should the work being provided by The Freelancer involve representing The Marketing Junction at an event, then the 7 days outlined in 10d is reduced to 1 hour. The Marketing Junction may cancel the attendance at the event with 24 hours' notice incurring no charge. Beyond which 50% of the attendance fee will be due to The Freelancer.

11. Disclaimers and Exclusions

- a) The Marketing Junction shall not be responsible in any circumstances to The Freelancer or any third party for any direct or indirect or consequential or inconsequential or economic damage or loss, howsoever caused, whether as a result of negligence, misrepresentation, breach of contract or otherwise.
- b) Nothing in the forgoing shall be read as restricting or limiting in any way The Marketing Junction's liability for death or personal injury.

12. Limitation and Indemnity

The Freelancer shall indemnify The Marketing Junction against any loss or damage which results from The Freelancer's breach of this agreement or failure to abide by any of its terms.

13. Force Majeure

Neither Party shall be liable for any delay or failure in performing its obligations or duties under this agreement which results from circumstances outside his reasonable control including but not limited to acts of God, industrial action, war, fire, threat of terrorism, civil disturbance or rioting, government or regulatory action, breakdown in plant or machinery or shortage of raw materials or supplies.

14. Warranty of Contractual Capacity

Both Parties and the signatories to this agreement warrant that they are authorised and permitted to enter into this agreement, and have obtained all necessary permissions and approvals.

15. Whole Agreement, Governing Law and Severability

- a) This document constitutes the entirety of the agreement between the parties. It supersedes any prior representations which may have been made, whether orally or in writing. Any modification to this agreement must be made in writing and signed by both The Marketing Junction and The Freelancer.
- b) This Agreement shall be governed by the Law of England and Wales and the parties agree to submit to the exclusive jurisdiction of the English Courts.
- c) All clauses, sub clauses and parts thereof shall be severable and shall be read and construed independently. Should any part of this Agreement be found invalid this will not affect the validity or enforceability of any other provision or of this agreement as a whole.
- d) All terms, conditions and covenants contained in this agreement shall bind the parties and their heirs, legal representatives, successors to title and permitted assignees.
- e) Nothing in these terms and conditions shall incur any rights on a third party and no third party may enforce any provision of this contract under the Contracts (rights of Third Parties) Act.

I acknowledge that I have read and understood these Terms and and agree to be bound by them unless and to the extent that these are varied by a Specific Terms letter signed by both parties indicating their agreement thereto.

.....
Print Name

.....
Position

.....
Signature

.....
Date

The signatory warrants that they are authorised and permitted to enter into this agreement, and have obtained all necessary permissions and approvals.

Signed by a duly authorised officer for and on behalf of The Marketing Junction:

Robert Woodford

.....
Print Name

.....
Director

.....
Position



.....
Signature

.....
On receipt

.....
Date

If the contract remains unsigned, but has been sent via electronic communication (as an attachment or link), and work commences, these terms will have been deemed as accepted.

If you require this document in a different format, please ask within 3 days of receiving it.

Spanish:

Si necesita este documento en un formato diferente, por favor pídalo dentro de 3 días de haberlo recibido.

Urdu:

اگر آپ کو یہ دستاویز کسی مختلف فارمیٹ میں درکار ہے تو براہ کرم اسے حاصل کرنے کے 3 دنوں کے اندر اندر پوچھیں۔ / Agar ap ko ye dastāwez kisī mukhtalif fārat meḥ darkār hai to barāh karam isay ḥāṣil karne ke 3 dinōḥ ke andar andar pūchiye.

Hindi:

अगर आपको इस दस्तावेज़ की एक अलग फॉर्मेट में आवश्यकता है, तो कृपया इसे प्राप्त करने के 3 दिनों के भीतर पूछें। / Agar apako is dastāvej kī ek alag fārat meḥ mēḥ āvaśyakatā hai, to kṛpayā ise prāpt karane ke 3 dinōḥ ke bhītar pūchem.

Filipino:

Kung kinakailangan mo ang dokumentong ito sa ibang format, mangyaring hilingin sa loob ng 3 araw pagkatanggap nito.