

## 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, and its employees..

"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.

"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, 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.

"Service Proposal" shall mean –references to a separate written document which shall contain detail of the services to be provided by The Marketing Junction to The Client, the manner in which The Marketing Junction shall provide these services and the basis on which The Marketing Junction will be remunerated. The service proposal shall be attached as a schedule to this agreement and signed by both parties. However if the Service Proposal is received and work commences, it shall have been deemed as agreed. This can also take the form of an email.

## 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 Client 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.

c) By receiving a proposal, engaging in discussions about potential services, or commencing work with The Marketing Junction, The Client acknowledges and agrees to be bound by these terms and conditions, including all obligations outlined herein, regardless of whether a formal contract is signed or services are ultimately engaged.

## 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 employee or agent of The Client.

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 the Service Proposal and continuing until terminated by either party in accordance with the terms of this agreement.

d) This contract (or part of) may be assigned to a third party in the event of a sale or transfer of the business or its assets.

e) The Client may not assign, transfer, or subcontract any of its rights or obligations under this Agreement without The Marketing Junction's prior written consent. Any attempted assignment in violation of this provision shall be null and void.

## 4. The Services Provided

a) The Marketing Junction shall use its best endeavours to provide support and consultancy services to The Client as required and as mutually agreed.

b) The exact nature and detail of the services which The Marketing Junction shall provide to The Client shall be as set out in the Service Proposal. Although a degree of reasonable flexibility is permitted.

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

d) The Marketing Junction makes no guarantee that any particular services will be provided within a specific time frame or on any agreed dates and shall not be liable for any loss, damage or expense suffered by The Client as a result of any delay in service provision, however caused. Timings offered in any Service Proposal or communication are advisory unless accompanied by the word "guaranteed"

e) Unless otherwise stated, agreements for ongoing work are for 12 months.

f) Unless otherwise agreed, the working day shall be determined as 09.00hrs until 17.30hrs (GMT) with 1 hour for lunch. Provided the correct number of hours is worked, this can be altered by up to 30 minutes without agreement.

g) Any meetings in excess of those agreed to in the Service Proposal after the signing of this agreement or telephone calls in excess of 15 minutes are charged at the hourly rate.

h) Where The Client hires a new individual into the business to act as a primary contact to The Marketing Junction, The Marketing Junction may charge an appropriate fee in line with 5b for induction and training them on the current marketing strategy, plans, and directives that have

been established. This onboarding fee may be levied at any time within the first 12 months of the new contact commencing their role, especially if time is required implementing changes in strategic direction or any new marketing plans or initiatives that need to be implemented due to the personnel change.

i) The Marketing Junction will follow all UK Government (or local legislation) advice in regards to working arrangements and conditions. Should this advice change, the services will still be provided in the best capacity possible.

j) Should The Client fail to pay any outstanding invoices for services where The Marketing Junction retains operational control, The Marketing Junction reserves the right to immediately suspend said services and access to the client. Such suspensions may be accompanied by a public notification attributing the suspension to non-payment of fees owed to The Marketing Junction. Services will only be restored after The Client pays all outstanding invoices in full. This includes social media and website accounts/access.

k) If web services or paid for subscriptions to third party software are being provided, The Client agrees to be bound by their terms. It is The Client's responsibility to understand these terms before entering into an agreement with them directly or via The Marketing Junction.

l) Performance and Satisfaction: i) The Marketing Junction shall use reasonable efforts to provide services in accordance with industry standards and the general specifications outlined in the Service Proposal. The Client acknowledges that minor deviations from the Service Proposal shall not be considered a breach of this Agreement, provided that The Marketing Junction has used reasonable efforts to meet the overall objectives of the project.

ii) The Client acknowledges that subjective dissatisfaction with the work performed by The Marketing Junction does not constitute grounds for termination of this Agreement. If The Client has concerns about the quality or direction of work, they must promptly communicate these concerns to a director of The Marketing Junction in writing. The Marketing Junction shall be given a reasonable opportunity to address concerns before The Client can consider remedial action. iii) The Client acknowledges that marketing strategies/deliverables may need to be adjusted based on market conditions, performance data, or other factors that arise. Such adjustments shall not be considered a breach of this Agreement.

m) Acceptance of Work: i) Payment of an invoice by The Client shall constitute acceptance of the work performed and services delivered in relation to that invoice. By making payment, The Client acknowledges that the work meets the agreed-upon specifications and quality standards.

ii) If The Client has concerns about the work performed, they must raise these concerns in writing within 5 business days of receiving the invoice. Failure to raise concerns within this timeframe, or payment of the invoice, whichever occurs first, shall constitute acceptance of the work. iii) In the event that The Client raises concerns about the work, The Marketing Junction shall be given a reasonable opportunity to address these concerns. The Client agrees not to unreasonably withhold acceptance of the work once The Marketing Junction has made good faith efforts to address the concerns raised.

n) Use of Artificial Intelligence and Machine Learning Tools: i) The Marketing Junction may use artificial intelligence (AI) or machine learning (ML) tools in the provision of services under this Agreement. The Client acknowledges that such tools may produce outputs that require human review and modification, are based on training data that may not always reflect current events or specific industry knowledge or may have inherent biases or limitations. ii) The Marketing Junction will exercise reasonable care in the use and application of AI/ML tools and will not rely solely on AI-generated content without human oversight. iii) The Client agrees that the use of AI/ML tools does not constitute a breach of this Agreement, provided that The Marketing Junction maintains appropriate human oversight and quality control measures.

## 5. Payment for Services

a) Where The Marketing Junction provides services to The Client as agreed, they shall charge The Client the sum agreed in the Service Proposal. All fees are exclusive of VAT or any other applicable taxes, which will be added at the prevailing rate where applicable.

b) Unless specified in the Service Proposal, the sum payable will be in the form of a daily rate at £800 (£500 for half a day) or an agreed project-based fee. Any time above a standard 7.5 hour day will be charged at £150 per hour or £200 per hour between 20:00 - 07:00 (GMT). For clients outside the UK, equivalent amounts in the agreed currency will be calculated based on the exchange rate at the time of invoicing.

c) Unless specified in the service proposal, the sum payable to The Marketing Junction in respect of fees as set out in 5a is not inclusive of any disbursements or expenses which they may incur, and shall be charged to The Client.

d) Hourly charges are charged as follows. Up to 15 minutes – no charge. Over 15 minutes – full hour. Hourly charge as set out in 5b

e) Fees will typically be raised in advance of delivery and in accordance with the agreed service proposal. However, The Marketing Junction reserves the right, at its discretion, to occasionally raise invoices in arrears. The Client's obligation to pay remains regardless of when the invoice is raised..

f) Failure to settle payment within the timeframe agreed in 5e or 10f shall immediately make any discounts applied become null and void. The Marketing Junction will also be able to claim, in addition to the sums invoiced, interest on those sums at a rate of 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 Marketing Junction will also be able to claim all legal and other costs associated with reclaiming these sums. This includes a proportion of costs associated with The Marketing Junction's administration and attendance at Court, based on the rates outlines in 5b.

g) The Client must pay all fees in advance by direct debit (GoCardless) and The Client hereby agrees to instruct its bank to authorise such payments to The Marketing Junction. If they do not, then 10% is added to the bill to cover additional costs.

h) If web services or paid for subscriptions to third party software are being provided, The Marketing Junction may suspend these until full payment is brought up to date. Any costs associated with doing so will be charged to The Client.

i) On contract renewal, or at any point thereafter, the price of services (including those in the Service Proposal) will increase by 10% (or 5% if the contract value is greater than £1800 per month) or by the current rate of inflation (on the ONS website), whichever is greater.

j) The Client will be liable for any fees in respect of payments, including but not limited to exchange rate and banking fees.

## 6. Expenses

a) The Marketing Junction will charge to The Client all reasonable travel expenses which are incurred in attending The Client's premises. These shall include rail, air, underground and taxi fares or, where The Marketing Junction or his employees or agents travel by private car, an allowance of 50p per mile. Parking and Tolls shall also be charged. A subsistence payment will also be due of £15 per day or £25 if the employee arrives home after 20:00hrs

b) All other expenses incurred as a result of the engagement of The Marketing Junction, including but not limited to production of materials, attendance at paid for events, client gifts and entertainment, are to be paid by The Client within 7 days of invoice.

## 7. Client's Obligations

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

b) The Client must inform a Director of The Marketing Junction in writing of any concerns about the work performed or services delivered within 5 business days of receiving an invoice. Failure to raise concerns within this timeframe, or payment of the invoice, whichever occurs first, shall constitute acceptance of the work and approval of the services provided.

c) The Client agrees and covenants that:

i) They will not permanently recruit, procure freelance services, or otherwise engage the services of any employee of The Marketing Junction between the signing of this agreement and the expiration of 6 months from the completion of the services as agreed in the Service Proposal or any extension or addition to these services which is agreed in writing. This restriction includes those employees who have left the employment of The Marketing Junction during that time period. The charge for violating this restriction is 100% of the employee's current annual salary (or in absence of this knowledge £50,000).

ii) They will not procure services from any freelancer working with The Marketing Junction for 6 months after the expiration of the services. The penalty fee for doing so is 200% of the Freelancer Fee paid by The Client or if undisclosed £10,000. If The Client permanently employs them within 3 months of this agreement's expiration, a £50,000 fee applies.

iii) During the term of this Agreement and for a period of 12 months after its termination, they will not solicit or attempt to solicit (either directly or indirectly) any clients, customers, or partners of The Marketing Junction. For each breach of this provision, The Client agrees to pay The Marketing Junction a sum equal to 50% of the annual revenue derived from the solicited party, or £50,000, whichever is greater.

iv) The Client will not seek to entice any employee or freelancer to leave The Marketing Junction irrespective of the outcome of any discussions. The Client agrees not to attempt to circumvent these restrictions by indirectly engaging former employees or freelancers of The Marketing Junction by means such as contracting their services through a third party.

d) The Client acknowledges and agrees that the directors of the company shall become personally liable for any outstanding debts in the event of default and subsequent County Court Judgement or in the event of company liquidation/administration and payment default.

e) The Client shall not make any false, misleading, or disparaging statements about The Marketing Junction, its products, services, employees, or directors at any time during or after this Agreement, regardless of whether they engage The Marketing Junction's services. Such statements include, but are not limited to, those that could foreseeably damage reputation. The Client agrees that in the event of a violation of this clause, The Client will be liable for any damages incurred as a result of such violation, including loss of profits, costs associated with reputational harm to The Marketing Junction, and/or the costs associated with rectifying this (including, but not limited to legal costs), irrespective of the outcome. Violation of this clause may result in legal action for damages.

f) By receiving a proposal or engaging in discussions about potential services from The Marketing Junction, The Client agrees to the following:

i) If The Client does not initially accept The Marketing Junction's services but subsequently engages any employee, contractor, or associate of The Marketing Junction in a freelance capacity or through another company within 12 months of receiving the proposal, The Client shall be liable to pay The Marketing Junction a fee equal to the lesser of the amount paid to the individual or company for the services or the value of the original proposed contract with The Marketing Junction

ii) The Client shall not use, share, or implement any strategies, ideas, or information contained in proposals or discussions with The Marketing Junction without express written permission, regardless of whether they engage The Marketing Junction's services. Unauthorised use may result in legal action for damages, including but not limited to loss of potential revenue and reputational harm.

iii) In the event of any legal action arising from violations of these terms, The Client agrees to pay all reasonable legal fees and associated costs incurred by The Marketing Junction in enforcing these provisions.

g) The Client acknowledges that these terms apply upon receipt of a proposal or engagement in discussions about potential services, regardless of whether a formal contract is signed or services are engaged.

## 8. The Marketing Junction's Obligations & Confidentiality

a) The Marketing Junction shall provide services to The Client with a reasonable duty of care, skill and attention to detail, and in line with relevant regulations or industry codes of practice.

b) "Confidential Information" refers to any non-public information disclosed by The Client to The Marketing Junction before, during, or after executing this Agreement, including but not limited to: financial records, marketing plans, electronic data, internal processes, know-how, trade secrets, and forecasts.

c) The Marketing Junction 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 save as The Client may expressly authorise in writing or as he is compelled by any court or administrative body of competent jurisdiction. This is known as the non-disclosure clause.

d) The Marketing Junction will have any employees or subcontractors providing services under this Agreement sign confidentiality agreements. However, The Marketing Junction is not liable for breaches by subcontractors.

## 9. Intellectual Property and Data Protection

a) Where The Client provides The Marketing Junction with documentation, materials or media to enable The Marketing Junction 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, except in the case of 4k (third party software).

b) All Intellectual Property in the services provided and delivered to The Client by The Marketing Junction shall remain the sole property of The Marketing Junction and The Client shall not redistribute or publish this without prior written consent of The Marketing Junction.

c) The Marketing Junction retains ownership of all bespoke designs, materials and products created for The Client until invoices are paid in full. Should intellectual property be utilised without payment, a 20% monthly rental fee of the original invoice shall apply and accumulate until paid. Additionally, The Marketing Junction reserves the right to require the unpaid property's immediate removal. Full payment of fee and rental is required before intellectual property transfer and reinstatement of use.

d) Neither The Client 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 Marketing Junction will have permission to use The Client logo (and its subsidiaries) and work example in promotional literature. If this is later revoked the Client will be liable for any reasonable costs in removing this. Removal must be actioned in a reasonable time.

f) The Marketing Junction is not acting in the capacity of Data Controller in terms of the Data Protection Legislation and does not have the associated responsibilities under the Data Protection Legislation. The Client is the Data Controller under the Data Protection Legislation for any Client Data containing Personal Data. In accordance with GDPR, should The Client wish for The Marketing Junction to handle/process any of their customer data or to provide systems to process personal data (eg web-based databases), it is The Client's legal responsibility to ensure the processes requested of The Marketing Junction are data-compliant. Furthermore, it is The Client's responsibility to ensure they have obtained consent from the individuals for the personal data they pass over to The Marketing Junction.

g) The Marketing Junction and The Client shall comply with all applicable requirements of the Data Protection Legislation. This clause is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation. In this clause, "Data Protection Legislation" means the UK Data Protection Legislation and any other European Union legislation relating to personal data and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of personal data (including, without limitation, the privacy of electronic communications).

h) In the event of a data breach affecting The Client's data, The Marketing Junction shall notify The Client without undue delay upon becoming aware of the breach. The Marketing Junction shall provide reasonable assistance to The Client in responding to any data subject requests or regulatory inquiries related to the data processed under this Agreement.

i) The Client shall be responsible for handling all data subject requests related to the personal data processed by The Marketing Junction on behalf of The Client. The Marketing Junction shall provide reasonable assistance to The Client in fulfilling such requests, to the extent that The Marketing Junction has access to the relevant personal data.

## 10. Termination

a) This Agreement shall terminate automatically upon the completion or delivery of time limited services agreed under the Service Proposal or any extension or addition to those services which is agreed in writing.

b) In furtherance to 10a, where there are regular monthly services provided (defined as more than 3 consecutive months), this Agreement will automatically renew after 12 months (or the agreed period) onto a rolling 12 month agreement (irrespective of initial term) once the completion date is reached. The Client must inform The Marketing Junction at least 90 days prior to the completion date indicated within the Service Proposal (or subsequent renewal date), if he does not wish to renew. Failure to do so will result in automatic renewal. Notice must be served to a director by email / the registered address at the foot of this agreement. No reminders will be sent unless explicitly requested in writing. Where the initial period is less than 6 months, the 90 days is reduced to 40 days prior to reverting back to 90 days.

c) Without prejudice to the above, this agreement may be terminated by either Party upon 3 months written notice served on the other at his address set out at the foot of this agreement or by email to a director. If it is terminated by The Client then such termination will be subject to a

minimum cancellation charge of 50 per cent of the remaining fees chargeable under the Service Proposal, after the notice period has been served.

d) Where a single, time limited service, is agreed, this can only be terminated under 10e. The Client may terminate during the project for any other reason, but 100% of the fee is due, unless work has not commenced, in which case a cancellation fee of 20% is owed.

e) Without prejudice to the above, this Agreement may be terminated immediately where any of the following circumstances arise:

i) Either Party commits a material breach of this Agreement, and if such breach is capable of remedy, fails to remedy that breach within 30 days after being notified in writing to do so. Notice of a breach must be served to a director in writing, outlining the breach and referencing this cancellation clause. Full availability must be given to resources and systems in order for rectification to occur. If it is not, then the notice period outlined in 10(c) shall apply. For the avoidance of doubt, minor deviations from the Service Proposal or subjective dissatisfaction with the work performed shall not constitute grounds for termination for cause.

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 7c.

iii) Either Party becomes insolvent or enters into a CVA or IVA, or administration. However, if The Client's business or assets are subsequently purchased by another company or entity, this Agreement shall be automatically transferred to and binding upon the purchasing company or entity. The purchasing company or entity shall assume all rights and obligations of The Client under this Agreement. The Marketing Junction reserves the right to review and renegotiate the terms of this Agreement with the new entity within 30 days of being notified of the change in ownership.

iv) Either Party ceases to trade (except for under clause 3d). In the case of The Client ceasing to trade, the same provisions as in 10(e)(iii) shall apply.

v) The Client fails, without agreement, to pay the invoice by the due date.

vi) The Client states their unwillingness in writing to pay an invoice/future invoices.

f) Upon termination of this Agreement, outstanding payments in respect of the entirety of services provided by The Marketing Junction or due to be provided under the Service Proposal or termination payments outlined in 10(c) & 10(d), shall become immediately due, except under 10(e)(i) where the client cancels and no payment is required beyond incurred costs/delivered service or under 10(g). If The Marketing Junction cancel under 10(e)(i), then all payments are due.

g) If web services or paid for subscriptions to third-party software are being provided, the following provisions apply:

i) Termination of this Agreement, in respect to this portion of services, is subject to the terms of the third-party provider, which shall prevail.

ii) In the event of early termination by The Client, The Client shall be liable for any costs incurred by The Marketing Junction in relation to these third-party services, including but not limited to any remaining contract costs or early termination fees charged by the third-party provider, pro-rated license costs for the remainder of the current license period or any setup or implementation fees that have been incurred and not yet recovered through the normal course of the Agreement. This also applies if The Marketing Junction cancel under Clause 10(e).

iii) The Client shall reimburse The Marketing Junction for these costs within 30 days of receiving the breakdown.

## 11. Disclaimers and Exclusions

a) The Marketing Junction shall not be responsible in any circumstances to The Client 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 foregoing shall be read as restricting or limiting in any way The Marketing Junction's liability for death or personal injury.

c) The Marketing Junction makes no warranty, express or implied as to the suitability or quality of consultancy advice, services provided or output. All accountability and responsibility for interpretation and economic return of consultancy advice and use of services lies solely with The Client.

d) Notwithstanding anything to the contrary in this Agreement, The Marketing Junction's total liability to The Client, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with this Agreement shall be limited to i) For ongoing services: the total amount paid by The Client to The Marketing Junction under this Agreement in the 1 month preceding the event giving rise to the liability; or ii) For time-limited projects: 20% of the total project cost as outlined in the Service Proposal whichever is applicable and greater.

## 12. Limitation and Indemnity

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

## 13. Force Majeure

Neither Party shall be liable for delays or failures in performance resulting from events beyond their reasonable control, including but not limited to natural disasters, pandemics, war, terrorism, civil unrest, government actions, and major technological disruptions. For digital services, this includes significant internet outages, widespread cyber attacks, and critical failures of essential cloud services or data centres. The affected party shall promptly notify the other, mitigate effects, and resume performance as soon as possible. If the event persists for over 90 consecutive days, either party may terminate with 30 days' notice.

In the event of such termination, the Client shall only be obligated to pay for services rendered up to the date of termination and any remaining fees for the full contract term if the force majeure event is directly caused by the Client. If the force majeure event is not caused by the Client, no further fees will be payable beyond services already delivered.

## 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. If any elements of this agreement are unenforceable due to a signatory not having sufficient authority or approval they agree to be personally liable for any and all losses incurred by The Client or The Marketing Junction.

## 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 Client.

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. If any provision of this Agreement is found to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable. In such event, the parties shall negotiate in good faith to replace any unenforceable provision with a provision that is enforceable and achieves the same objective.

d) All terms, conditions and covenants contained in this agreement shall bind the parties and their parent companies, subsidiaries, affiliates, heirs, legal representatives, successors to title and permitted assignees.

e) Nothing in these terms and conditions shall incur rights on a third party and no third party may enforce any provision of this contract under the Contracts (rights of Third Parties) Act.

## 16. Survival

These clauses shall continue in full force and effect notwithstanding the termination or expiration of this Agreement:

Clause 7(c), 7(e), and 7(f) (Client's Obligations regarding non-solicitation, non-disparagement, and use of information from proposals), Clause 8 (The Marketing Junction's Obligations & Confidentiality), Clause 9 (Intellectual Property and Data Protection), Clause 10(f) and 10(g) (Payment obligations upon termination), Clause 11 (Disclaimers and Exclusions), Clause 12 (Limitation and Indemnity), Clause 15 (Whole Agreement, Governing Law and Severability), Clause 18 (Notices), Clause 19 (Dispute Resolution), and any other provision which, by its nature, should survive termination or expiration of this Agreement

## 17. Update to Terms and Conditions

The Marketing Junction reserves the right to update these terms and conditions from time to time, but no more frequently than once per calendar year. Any such updates will be communicated to The Client in writing and will take effect 30 days after such communication. If The Client objects to any such changes, The Client may terminate this Agreement by providing written notice within 30 days of receiving the updated terms. Such termination shall be treated as a standard termination under Clause 10(c) and not as an immediate termination under Clause 10(e). The Marketing Junction shall make reasonable efforts to mitigate any adverse effects of such updates on The Client.

## 18. Notices

All notices and other communications given or made pursuant to this Agreement shall be in writing and shall be deemed effectively given: (a) upon personal delivery to the party to be notified, (b) when sent by confirmed electronic mail if sent during normal business hours of the recipient, and if not so confirmed, then on the next business day, (c) five days after having been sent by registered or certified mail, or (d) one day after deposit with a nationally recognised overnight courier, specifying next day delivery, with written verification of receipt. All communications shall be sent to the respective parties at their address as set forth on the signature page, or to such e-mail address or address as subsequently modified by written notice given in accordance with this clause. All must be sent to a Company Director.

## 19. Dispute Resolution

a) In the event of any dispute arising out of or in connection with this Agreement, the parties shall first attempt to resolve the matter through friendly negotiations.

b) If the dispute is not resolved through negotiations within 30 days, the parties agree to submit the dispute to mediation in accordance with the Centre for Effective Dispute Resolution (CEDR) Model Mediation Procedure. If the dispute remains unresolved 60 days after the initiation of mediation, or within such further period as the parties may agree in writing, either party may then initiate legal proceedings.

c) The Client agrees to bear all costs associated with the mediation process, including but not limited to the mediator's fees, venue costs, and any other related expenses.

d) Nothing in this clause shall prevent either party from seeking urgent injunctive or equitable relief from a court of competent jurisdiction.

We acknowledge that we enter into this agreement freely having read and understood these Terms and Conditions of business 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.

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

.....  
Company Name

.....  
Print Name

.....  
Position

.....  
Signature

.....  
Date

As per clause 14, 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 these terms remain unsigned but have been sent via electronic communication (as an attachment or link), and work commences, or if a proposal has been received or discussions about potential services have taken place, these terms will have been deemed as accepted.

**If you require a version in a larger font or different format, please contact [accounts@themarketingjunction.co.uk](mailto:accounts@themarketingjunction.co.uk) before continuing with any work and within 3 days of receiving these terms.**