



## Statement of main terms and conditions

Name of Company: The Marketing Junction Ltd (also referred to as 'we') Registered No. 06634441. Registered Office : 124 City Road, London, EC1V 2NX

Freelance worker (also referred to as Worker or Freelancer):

This statement sets out certain details of the terms and conditions as they apply at time of engagement.

You should retain this statement, and you are asked to sign the enclosed copy to confirm that you agree that it accurately reflects the terms of your contract. You should then return the signed copy to the Managing Director.

### **Tax and Employment Status**

The arrangement between the Company and the worker is one of a freelancer/independent contractor. This contract represents a contract for services and does not create an employment relationship.

**For UK-based workers:** You are responsible for your own self-assessment tax returns and must pay appropriate income tax and National Insurance contributions to HMRC. If you are uncertain about your tax status, you must obtain independent advice.

**For workers based outside the UK:** You are responsible for all tax obligations in your country of residence. The Company will not deduct UK tax from your payments. You must declare this income according to your local tax laws.

If you are uncertain about your tax status in any jurisdiction, you must obtain independent professional advice.

### **1. Beginning of engagement**

Your engagement with the Company will begin once work tasks are allocated to you.

### **2. Job title**

You will provide marketing consultancy and project delivery services as detailed in individual Statements of Work. No job title is assigned.

### **3. Collective agreements**

N/A

### **4. Place of work**

#### **(a) Location of Work**

You will perform services remotely from your own premises. You are responsible for maintaining an appropriate workspace and the Company does not exercise control over where you work.

#### **(b) Right to Work - UK-Based Workers**

If you are physically located in the UK while performing services under this agreement, you must:

- Provide original right-to-work documents before commencing any work (passport, visa, biometric residence permit, share code for online right-to-work checks, or other Home Office approved documentation)
- Confirm that your immigration status specifically permits self-employed/freelance work (not all UK visas allow this - you must verify with the Home Office if uncertain)
- Immediately notify the Company if your right-to-work status changes, your visa will expire within 60 days, or you receive any Home Office communication regarding your immigration status
- Maintain valid right-to-work status throughout the engagement

The Company will conduct and retain right-to-work checks as required by UK immigration law.

The Company may terminate this agreement immediately if you lose the right to work in the UK, if you provided false information about your immigration status, or if you cannot provide satisfactory right-to-work documentation.

Working in the UK without appropriate permission is a criminal offence and may result in prosecution and deportation.

#### **(c) Right to Work - International Contractors (Outside UK)**

If you are physically located outside the UK while performing services, you confirm that:

- You are legally permitted to provide services as a self-employed contractor in your country of residence
- You hold any necessary business licenses, registrations, or permits required in your jurisdiction
- You are responsible for all tax obligations in your country of residence including income tax, VAT/sales tax, social security contributions, and any other applicable taxes
- Accepting this engagement does not violate any immigration, employment, or tax laws in your country

The Company will not deduct UK tax or National Insurance from payments to workers based outside the UK. You are solely responsible for declaring income and paying all applicable taxes in your jurisdiction.

#### **(d) Change of Location**

You must notify the Company within 5 business days if you change your primary work location, particularly if you:

- Move from the UK to another country
- Move from another country to the UK
- Change your country of residence

Such changes may affect tax treatment, right-to-work requirements, and the terms of this agreement.

#### (e) Project Systems and Tools

The Company may provide the Worker with access to specific systems and tools required for project delivery, including:

- Project management software (e.g., Asana, Trello, Monday)
- Shared file storage for project files - Client-specific communication channels
- Software or platforms necessary to complete deliverables

Access to these systems:

- Is limited to project-specific purposes only
- Does not indicate supervision, control, or integration into Company operations
- May be provided via shared/generic login credentials where appropriate
- Must be returned or access revoked upon termination or project completion

The Worker remains an independent contractor despite access to Company systems for project coordination purposes.

## **5. Remuneration**

This is included in the Statement of Works.

Invoices must be received by the 27th of each month to be included in that month's payment run. Payment will be made by bank transfer on the last working day of the month.

Invoices received after the 27th will be processed in the following month's payment run.

The Company will review deliverables within 5 business days of submission and notify you of acceptance or provide specific feedback on required amendments. You will have reasonable opportunity to remedy any identified issues.

If payment is not made by the scheduled payment date (last working day of the relevant month), late payment interest will accrue at 8% above Bank of England base rate per annum from the scheduled payment date in accordance with the Late Payment of Commercial Debts (Interest) Act 1998.

For workers based outside the UK:

- Payments will be made in GBP unless otherwise agreed in writing
- You are responsible for any currency conversion fees charged by your bank
- The Company is not responsible for delays caused by international banking systems

- You must provide accurate international banking details including SWIFT/BIC codes and IBAN where applicable

## **6. Other benefits**

As an independent contractor, you are responsible for maintaining appropriate business insurance.

We recommend maintaining Professional Indemnity and Public Liability insurance. Proof of insurance may be requested.

For projects where we mutually agree the scope presents elevated risk, specific insurance requirements may be included in the relevant Statement of Work.

## **7. Working hours**

You are engaged to deliver specific outcomes and results as defined in project briefs. You have complete autonomy over when and how you work to achieve these deliverables. There are no set working hours. The Company has no right to control or direct how you perform the services.

## **8. Contract Period**

This agreement creates a non-exclusive relationship. Either party may terminate this framework agreement at any time with 14 days' notice. Individual project work will be governed by Statements of Work, which will specify deliverables, timelines, and payment terms.

### **8a. Monthly Retainer Arrangements**

Where the parties agree to ongoing monthly retainer arrangements rather than individual project-based SOWs, the following terms apply:

#### **(a) Statement of Work Requirement**

Each month will be governed by a separate Statement of Work that must be signed by both parties before work commences. The SOW will specify:

- Deliverables for that specific month
- Monthly fee
- Any specific requirements (e.g., meeting attendance)
- Deadline (typically month-end)

#### **(b) No Ongoing Obligation**

Each monthly SOW creates a separate, independent engagement. There is no obligation on either party to enter into a SOW for any future month. Either party may choose not to proceed with any month's engagement without penalty.

#### **(c) Variable Deliverables**

Monthly SOWs may include:

- Defined deliverables (e.g., "20 blog posts", "30 social media graphics")
- Allocated capacity for ad-hoc requests (e.g., "up to 8 hours of additional tasks as reasonably requested")
- Attendance at specific project meetings or briefing calls
- Flexibility to adjust specific deliverables by mutual agreement during the month, provided total scope and effort remain equivalent

(d) Ad-hoc Request Parameters

Where SOWs include ad-hoc capacity allocation, requests must:

- Be related to the Worker's area of expertise
- Be reasonable in scope given the monthly fee
- Be requested with reasonable notice where practicable
- Fall within the capacity allocation specified in the SOW

The Worker may decline requests that:

- Exceed the agreed capacity allocation
- Require skills outside their expertise
- Cannot reasonably be completed in the timeframe requested
- Conflict with other client commitments

If requests consistently exceed capacity allocation, either party may request renegotiation of monthly fee or scope for future months.

(e) Capacity Management

The monthly fee is set to reflect that the Worker is an independent business owner responsible for managing their own workload, capacity, and rest periods.

If the Worker cannot fulfil a month's SOW due to capacity constraints, they must notify the Company by the 20th of the preceding month. Options include:

- No SOW signed for that month (no work required, no payment due)
- Reduced scope SOW with proportionally reduced fee
- Worker arranges substitute to complete the SOW (full fee paid to Worker)

This is the Worker's business decision. No approval is required from the Company.

(f) Deliverable Flexibility

The specific deliverables within a monthly SOW may be adjusted during the month by mutual written agreement, provided:

- Total scope and effort remain equivalent to the original SOW
- Changes are communicated with reasonable notice
- The Worker has the necessary skills to deliver alternative deliverables
- The monthly fee remains unchanged unless scope materially increases

Example: "20 blog posts" may be adjusted to "15 blog posts + 5 short videos" if the parties agree the effort is equivalent.

(g) Project Meetings

The Worker may be required to attend project-specific briefing, coordination, or client meetings as specified in the SOW. Such attendance:

- Must be specified in the SOW or reasonably related to deliverables
- Is for project coordination purposes only
- Does not indicate supervision, management, or integration into Company operations
- May include attendance alongside Company employees and other contractors working on the same projects

The Worker retains control over how they complete deliverables outside of specified meeting requirements.

(h) Termination of Retainer Arrangement

Either party may terminate the ongoing retainer arrangement with 30 days' written notice. The current month's SOW (if signed) remains in effect, with payment due for completed deliverables. After the notice period, no obligation exists to enter into further monthly SOWs.

(i) SOW Execution and Confirmation

Monthly SOWs may be executed through any of the following methods:

- Formal signed document
- Email confirmation stating "Confirmed", "Agreed" or similar acceptance
- Electronic signature platform (DocuSign, HelloSign, etc.)
- Reply to SOW proposal confirming acceptance of terms

Each method creates a binding agreement for that month's engagement.

SOWs may be sent to the Worker in advance for review and planning purposes. However, acceptance should ordinarily occur no more than 30 days before the work period commences.

Early distribution of draft SOWs does not create any obligation on either party. Either party may choose not to proceed even after reviewing a draft SOW.

(j) Availability Planning To assist with project planning, the Worker may provide advance indication of their availability for upcoming months. This is provided for information purposes only and:

- Does not create any obligation on the Worker to accept future SOWs
- Does not create any obligation on the Company to offer future SOWs
- May be updated by the Worker at any time as their circumstances change
- Is a courtesy to facilitate efficient project planning, not a binding commitment

(k) Where monthly retainers involve ongoing support rather than fixed deliverables, the Worker controls their weekly capacity and workload distribution. The monthly fee is fixed regardless of how the Worker distributes their effort across the weeks. Some weeks may involve more intensive work, others less, depending on:

- Client requirements and project deadlines
- The Worker's other business commitments

- The Worker's capacity management

The Company and Worker will communicate week-by-week about priorities and workload, but the Worker retains control over when and how much work they take on within each week, provided monthly objectives are met. This flexible capacity model reflects the Worker's status as an independent business owner managing their own operations.

The Company may use this information to plan project assignments across its contractor pool, but the Worker remains free to decline any SOW offered, regardless of previously indicated availability.

(l) Availability Expectations and Capacity Planning Monthly Fee Basis:

The monthly fee is set with the understanding that contractors typically manage their own business operations and may be unavailable for periods throughout the year for rest, other client work, or business reasons. The fee assumes the Worker will be generally available for the majority of the year, with typical unavailability of approximately 8-10% of working days annually for rest, other business commitments, or personal reasons.

Notification: The Worker should provide reasonable advance notice of any periods of unavailability to assist with project planning. This is a professional courtesy, not a requirement for approval. If the Worker's availability patterns differ significantly from the anticipated level (either substantially more or less available than expected), either party may propose adjusting the monthly fee or deliverable expectations for future SOWs.

Payment Continuity: The monthly fee remains constant regardless of week-to-week variations in capacity, provided the Worker remains generally available and monthly objectives are substantially met. Payment is tied to monthly engagement, not daily attendance.

**8b. Contractor Pool Arrangements**

The Company maintains working relationships with multiple independent contractors who provide similar services. The Worker acknowledges and agrees:

- (a) The Company engages different contractors based on project requirements, contractor availability, and business needs. The Worker is one of several contractors the Company may engage.
- (b) The Worker has no exclusivity with the Company and no guaranteed volume or continuity of work beyond signed SOWs.
- (c) When the Worker is unavailable for a given period, the Company may engage alternative contractors to meet its business requirements.
- (d) Multiple contractors may work on similar projects or for the same clients at different times. Each contractor engagement is independent and separate.
- (e) This arrangement does not create any employment relationship, partnership, team structure, or mutual obligation beyond the specific terms of each signed SOW.
- (f) The Worker may be asked to work alongside Company employees and other contractors on specific projects. Such collaboration does not alter the Worker's status as an independent contractor.

## **9. Holidays and holiday pay**

As a freelance contractor, you are not entitled to paid holiday leave. You are responsible for managing your own time and availability. You should factor rest periods into your project planning. If you are unavailable for work, please notify your project contact as early as possible.

## **10. Sickness absence and sick pay**

As a freelance contractor, you are not entitled to sick pay. If illness or injury prevents you from meeting agreed deadlines, you must notify the relevant project contact as soon as reasonably possible. Extension of deadlines will be at the Company's discretion and may affect payment terms.

## **11. Substitution**

You have the unrestricted right to provide a substitute to perform the services under this agreement, provided that:

- The substitute possesses the necessary professional skills, qualifications, and experience to deliver the services to the standard specified in the relevant Statement of Work
- You provide reasonable notice where practicable (we request at least 48 hours' notice except in emergencies, though this is for our planning purposes only)
- You remain fully responsible for the substitute's work, performance, conduct, and any breach of this agreement including all confidentiality and intellectual property provisions
- The substitute complies with all obligations under this agreement as if they were you

You do not require the Company's consent to use a substitute. If the substitute's work fails to meet the agreed specifications or standards, you are responsible for remedying this at your own cost, and payment may be withheld until work meets the required standard.

## **12. Equipment and Expenses**

You are responsible for providing your own equipment and tools necessary to deliver the services. The Company may provide access to specific software, systems, or online platforms required for project delivery. Such access remains Company property and must be returned upon termination. You remain responsible for your own hardware, internet connection, workspace, and business overheads. Any expenses must be approved in advance in writing and will be reimbursed upon submission of receipts.

## **13. Termination of engagement**

Either party may terminate this framework agreement with 14 days' written notice. Individual projects may have separate termination provisions in their SOW. Outstanding payments for completed deliverables become due immediately upon termination.

## **14. Payments on termination**

Any payments due will be paid immediately upon termination or once any company property (including digital collateral) is returned.

### **15. Engagement terms**

No term of this agreement or course of dealings between the Parties shall operate to make The Marketing Junction an employer of the Worker. 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. This agreement shall govern the supply of services (as defined in section 2) to the Client commencing as per Service Proposal and continuing until terminated by either party in accordance with the terms of this agreement.

### **16. Other engagements, contracts and employment**

You are free to work for other clients. However, you must not work for direct competitors of clients you are actively serving for the Company, or undertake work that conflicts with deliverables currently owed to the Company.

#### **Portfolio and Public Display of Work:**

You must not display or publish any work created for the Company or its clients where doing so would breach our confidentiality obligations to those clients.

Before displaying any specific client work, you must request approval via email to The Managing Director [robert@marketingjunction.co.uk](mailto:robert@marketingjunction.co.uk). We will respond within 5 business days and will approve unless the work is subject to client confidentiality restrictions. We may approve subject to conditions such as anonymising client names.

You may freely describe your work in general terms (e.g., "Developed email marketing campaigns for B2B clients") and list skills gained, without identifying specific clients or showing work product.

You must not use the Company's branding in a way that suggests an employment or partnership relationship.

#### **Project Communication:**

For project coordination purposes, the Worker may be provided with access to shared communication channels or an email address (@marketingjunction.com) for specific client projects. The provision of an email address is for operational efficiency and does not indicate employment.

Many of the Company's contractors require email access for system permissions, audit trails, and client communication as part of service delivery.

The Worker acknowledges that:

- Any Company email access is provided solely for project delivery purposes
- The Worker remains an independent contractor and not an employee of the Company
- Use of Company systems does not create an employment relationship

- The Worker should identify themselves as an independent contractor when appropriate in external communications
- Access will be revoked upon project completion or termination of engagement

Employment Status Clarification:

- The Worker must not hold themselves out as an employee of the Company in any communications, marketing materials, or professional profiles

Internal Communications Disclaimer:

During the course of project work, the Worker may receive or have access to internal Company communications (emails, project management systems, shared channels, etc.).

The Worker acknowledges that:

- Any references in internal Company communications to the Worker as "employee", "staff", "team member" or similar employment-related terms are made in error and for convenience only
- Such references do not reflect the actual legal relationship between the parties
- The use of casual or informal language in internal communications does not alter the independent contractor nature of this agreement
- The Worker will not rely on such communications as evidence of employment status

Both parties agree that the formal terms of this written agreement govern the relationship, regardless of any informal language used in day-to-day communications.

## 17. IR35/Employment Status

The Freelancer is engaged as an independent contractor and is responsible for their own tax affairs including self-assessment, National Insurance contributions, and VAT registration if applicable. This is a business-to-business relationship. The Freelancer operates independently, provides services to multiple clients, bears financial risk, and provides their own equipment.

The Freelancer:

- Bears the financial risk of their business including liability for errors and losses
- Has the right to accept or refuse projects
- May provide substitutes to perform services
- Provides services to multiple clients
- Is not entitled to employee benefits
- Invoices for services rendered as part of the Statement of Works
- Is responsible for their own equipment, insurance, and business costs
- Has no mutuality of obligation beyond specific contracted projects

This contract is structured to ensure off-payroll status. The key indicators are:

- Right to refuse projects without penalty
- Right of substitution
- Financial risk borne by the Freelancer
- Freelancer provides own equipment
- No supervision of working methods
- Payment for outcomes, not time
- No mutuality of obligation beyond specific SOWs

## **18. Return of property**

Payments may be withheld until property (including logins etc) is returned. The company reserves the right to withhold all or some of the value of an item to pay for its repair or replacement (but may not withhold more than the value of the item).

## **19. Intellectual property**

All intellectual property rights in materials, deliverables, and work product you create specifically for the Company under Statements of Work ("Project IP") will be assigned to the Company upon full payment.

Excluded from this assignment:

- Your pre-existing intellectual property owned before this engagement
- General skills, knowledge, techniques and experience you gain during the engagement
- Any work created outside of agreed Statements of Work, even if during the contract period
- Your proprietary tools, templates, or methodologies used across multiple clients

If you incorporate any of your pre-existing IP into Project IP, you grant the Company a perpetual, non-exclusive, royalty-free license to use such IP as incorporated in the delivered work.

You warrant that all deliverables will not infringe third-party intellectual property rights.

## **20. Confidentiality**

During your engagement you may have access to confidential information about our business. Confidential information is valuable and our business could be damaged if such information were to fall into the hands of a competitor.

You must therefore take the utmost care of confidential information, use your best efforts to prevent unauthorised use or disclosure of confidential information and not use, make any copies or disclose it to any person, company or other organisation whatsoever unless this is strictly necessary for the purposes of performing services under this agreement or authorised/required by law. You shall inform Managing Director immediately on becoming aware, or suspecting, that company information is being used in an unauthorised manner.

This responsibility applies both during and after your engagement and will only end, in relation to any confidential information, when that information becomes publicly available through a source other than unauthorised disclosure.

Confidential information (in whatever form including, without limitation, in written, oral, visual or electronic form or on any magnetic or optical disk or memory and wherever located, and whether or not such information is marked confidential) includes:

- information about the design, specification, process of manufacturing, cost of manufacturing and pricing of our products
- our technical data and know how
- information about arrangements (including pricing arrangements) with our suppliers and customers
- our customer list
- information about our financial affairs

- information about our business methods
- our rates of pay
- our business development plans, including plans relating to new products, designs or markets and plans relating to the structure of our business
- any other confidential information within the business
- anything else which you are told is confidential

All confidential information and copies shall be the property of the company and on termination of your engagement , or at the request of the company at any time during your engagement , you shall:

1. Hand over all confidential information and any copies to the Managing Director;
2. Irretrievably delete any confidential information stored on any magnetic or optical disk or memory, including personal computer networks, personal email accounts or personal accounts on websites, and all matter derived from such sources which is in your possession or under your control outside the company's premises; and
3. Provide a signed statement that you have fully complied with your obligations, above.

The restrictions in this clause do not apply to prevent you from making a protected disclosure (within the meaning of the whistle blowing legislation of section 43A of the Employment Rights Act 1996).

## **21. Protection of Business Interests**

### **(a) Non-Solicitation of Company Clients**

For 6 months after termination, you shall not:

- (i) Directly or indirectly solicit, approach, or accept instructions from any client of the Company to whom you provided services (directly or indirectly) during the 12 months prior to termination ("Relevant Clients");
- (ii) Provide marketing services to any Relevant Client, whether on your own account, through another agency, or as a subcontractor.

This restriction applies regardless of whether the Relevant Client approaches you or you approach them.

### **(b) Competing Client Work**

For 6 months after termination, you shall not provide marketing services to any business that directly competes with a Relevant Client where such work would involve using or relying upon confidential or strategic information about that Relevant Client gained through your work for the Company.

For clarity, "direct competition" means businesses offering substantially similar products or services to the same target market.

### **(c) Exceptions**

The restrictions in clause (b) do not apply where:

- i. You are working in a different service capacity (e.g., if you provided social media services for Client A, you may provide web development for their competitor)
- ii. The competitor operates in a different geographic market

- iii. You can demonstrate you are not using or relying on confidential information gained about the Relevant Client

(d) Confidentiality Protection

You acknowledge that protection of client confidential information is separately covered under Section 20 (Confidentiality).

(e) Non-Representation

You shall not represent yourself as connected with the Company after termination, other than accurately describing your past working relationship.

**22. Health and Safety**

You acknowledge your responsibility to maintain a safe working environment at your own premises. As an independent contractor, you are responsible for your own health and safety compliance. The Company is not your employer and does not exercise control over your working environment.

**23. Professional Conduct**

Both parties agree to maintain professional standards when discussing the other party and will not make knowingly false or misleading statements that could damage the other party's business reputation.

Nothing in this clause prevents truthful statements or disclosures required by law.

**24. Marketing Materials**

If we mutually agree that you will appear in Company marketing materials (such as case studies, testimonials, or team profiles):

- We will obtain your specific written consent for each intended use
- You will have the opportunity to review materials before publication
- You may withdraw consent for future uses by providing written notice
- Withdrawal does not affect materials already published

Participation in marketing activities is entirely optional and is not a requirement of this agreement.

**25. Disclaimers and Exclusions**

Nothing in the forgoing shall be read as restricting or limiting in any way The Marketing Junction's liability for death or personal injury.

**26. 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.

The Freelancer will use reasonable endeavours to provide services within agreed timeframes as specified in individual Statements of Work and shall be liable for any loss, damage or expense suffered by the Marketing Junction as a direct result of unreasonable delay in service provision.

Liability Cap: Each party's total liability under this agreement (except for intellectual property infringement, confidentiality breaches, fraud, or death/personal injury) is limited to the lower of:

- £50,000, or
- The total fees paid or payable under the relevant Statement of Work in the 12 months prior to the claim

Neither party shall be liable for indirect, consequential, or economic losses including loss of profits, business, or opportunity.

## **27. 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.

## **28. Data Protection**

Both parties will comply with the UK GDPR and Data Protection Act 2018.

Where you process personal data on behalf of the Company:

- You act as a Data Processor
- You will only process data on the Company's documented instructions
- You will implement appropriate technical and organisational security measures
- You will assist the Company with data subject requests and security incidents
- You will not transfer data outside the UK/EEA without prior written consent

For workers based outside the UK/EEA, any transfer of personal data will be conducted in accordance with UK GDPR requirements. You confirm that you will provide adequate protection for any personal data processed under this agreement, equivalent to that required under UK GDPR.

## **29. Warranties**

### **(a) General Warranties**

You warrant and represent that:

- You possess the necessary skills, qualifications, and experience to perform the services
- You are not subject to any conflicting obligations that would prevent you from performing this agreement
- All information you have provided is true, accurate, and complete

### **(b) UK-Based Workers**

If you are working from the UK, you additionally warrant that:

- You have the legal right to work in the UK as a self-employed/freelance worker
- Your visa or immigration status (if applicable) permits self-employed work
- You will maintain valid right-to-work status throughout the engagement
- You will comply with UK tax obligations including self-assessment and National Insurance

The Company may request evidence of your right-to-work documentation at any time and you must provide this within 48 hours of request.

### **(c) International Contractors**

If you are working from outside the UK, you additionally warrant that:

- You are legally permitted to provide services as a self-employed contractor in your country of residence
- You hold all necessary licenses, permits, or registrations required in your jurisdiction
- You will comply with all tax and legal obligations in your country of residence
- Providing services under this agreement does not violate any laws in your jurisdiction

### **(d) Breach of Warranties**

If any warranty proves to be false or if you lose the legal right to provide services, the Company may terminate this agreement immediately without liability for future payments.

## **30. International Considerations**

### **(a) Compliance with Local Laws**

Both parties are responsible for complying with all applicable laws in their respective jurisdictions. Neither party makes any representation about the legal, tax, or regulatory implications of this agreement in any jurisdiction other than England and Wales.

### **(b) Export Control and Sanctions**

You confirm that you are not:

- Located in, or a national or resident of, any country subject to UK or international sanctions
- Listed on any UK, EU, US, or UN sanctions list
- Owned or controlled by any sanctioned person or entity

You will immediately notify the Company if your status changes in relation to any of the above.

### **(c) Anti-Bribery and Corruption**

Both parties will comply with all applicable anti-bribery and corruption laws including the UK Bribery Act 2010. You will not offer, promise, give, request, or accept any bribe or improper advantage in connection with this agreement.

### **31. International Contractor Status and Acknowledgments**

#### **(a) Jurisdiction and Employment Classification**

While this agreement is governed by English law for contractual interpretation (Section 27b), employment classification is determined by the laws of the jurisdiction where the Worker performs services.

The Worker acknowledges that they are responsible for understanding and complying with all tax, employment, and regulatory requirements in their country of residence.

#### **(b) Independent Contractor Intent**

Both parties intend this to be an independent contractor relationship, not an employment relationship. The Worker confirms that:

- They are providing services as an independent business person
- They are responsible for their own tax registration and payments in their jurisdiction
- They understand they are not entitled to employment benefits such as paid leave, sick pay, or termination payments
- They have the autonomy to determine when and how they complete the agreed deliverables

#### **(c) No Employment Rights**

The Worker expressly agrees they are not entitled to employment rights or benefits under the laws of England and Wales, or under the laws of their own jurisdiction, including but not limited to: unfair dismissal protection, minimum wage, working time protections, paid leave, sick pay, pension contributions, or social security contributions.

#### **(d) Tax and Regulatory Compliance**

The Worker confirms they will:

- Register for tax purposes in their jurisdiction if required by local law
- Declare all income received under this agreement to relevant tax authorities
- Pay all applicable taxes and social security contributions
- Maintain any necessary work permits or authorizations required in their jurisdiction

The Company will not withhold or pay any taxes on behalf of the Worker.

#### **(e) Notification of Status Changes**

If the Worker becomes aware of any investigation, claim, or enquiry by authorities in their jurisdiction regarding employment status or tax compliance related to this agreement, they must notify the Company within 5 business days.

#### **(f) Limitation of Liability**

Each party's liability under this agreement remains subject to Section 26. Neither party shall be liable for any claims, taxes, penalties, or liabilities arising from employment classification determinations by authorities in the Worker's jurisdiction, except in cases of fraud or willful misrepresentation.

#### **(g) Modification for Compliance**

If either party becomes aware that working arrangements may create unintended employment status, either party may propose modifications to preserve independent contractor status. If such modifications cannot be agreed, either party may terminate with immediate effect without liability for future payments.

#### **(h) Worker Acknowledgment**

The Worker acknowledges that:

- They have read and understood this entire agreement
- They have had the opportunity to seek independent advice (or have chosen not to)
- They understand this is a business-to-business relationship with no guaranteed ongoing work
- They understand the Company cannot provide advice on employment or tax requirements in their jurisdiction

We confirm that the written statement set out above accurately represents the terms of the freelance services agreement

Signed on behalf of the Company:

A handwritten signature in black ink, appearing to be 'R Woodford', written over a faint dotted line.

Robert Woodford  
Managing Director

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.**

## Disputes

As this is a commercial contract between two independent parties, standard employment procedures do not apply.

### Dispute Resolution Process:

1. **Initial Discussion:** Any disputes should be addressed directly with the Managing Director in the first instance within 10 business days of the issue arising.
2. **Payment Disputes:** Where disputes concern withheld payment, deliverable quality, or invoicing:
  - The disputing party must set out their position in writing
  - Both parties will make good faith efforts to resolve the matter within 14 days
  - Payment disputes exceeding £500 will not result in payment withholding until this process is followed
3. **Mediation:** If disputes cannot be resolved amicably through direct discussion, the parties agree to attempt mediation before pursuing legal remedies as provided for in Section 27(b).
4. **Legal Action:** Only after mediation has been attempted (or one party refuses mediation) may either party pursue remedies through the courts specified in Section 27(b).