

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.

"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.

"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.

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.

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.

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.

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

f) Any meetings after the signing of this agreement or telephone calls in excess of 15 minutes are charged at the hourly rate.

g) The Marketing Junction will follow all 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.

5. Payment for Services

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

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 between the hours of 20:00 and 07:00.

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 The Marketing Junction shall charge these expenses and disbursements 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 5a

e) Fees will be raised in advance of delivery and in accordance with the agreed service proposal. The Client shall settle all invoices which are raised against him by The Marketing Junction within 14 days. Where the Client is late in making payment The Marketing Junction shall be entitled to recover from him all reasonable costs and expenses incurred in securing payment.

f) Failure to settle payment within the timeframe agreed in 5e 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 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.

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.

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, the price of services (including those in the Service Proposal) will increase by 5%

6. Expenses

a) Where the Client is based more than 5 miles distance from The Marketing Junction registered office, 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 .45p per mile. Parking shall also be charged.

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, refreshments purchased on behalf of the client, are to be paid by the client within 14 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 agrees and covenants that he will not recruit or attempt to procure the permanent recruitment 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 includes freelancers who provide services on behalf of The Marketing Junction.

c) The Client further agrees that he will not attempt to procure the services of any freelancer who provides services on behalf of The Marketing Junction for a period of 6 months from the completion of the Agreement.

8. The Marketing Junction's Obligations & Confidentiality

a) The Marketing Junction shall provide all services to the Client 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 The Marketing Junction 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 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.
- d) Where The Marketing Junction provides services to the Client through a delegate such as an employee or subcontractor, The Marketing Junction will ensure that the said delegate signs a comparable confidentiality undertaking.

9. Intellectual Property and Data Protection

- a) Where the Client provides The Marketing Junction with documentation, literary materials or media in order 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.
- 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 Intellectual Property without the prior written consent of The Marketing Junction.
- c) 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.
- d) The Marketing Junction will have permission to use the Client logo (and its subsidiaries) in promotional literature.
- e) 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 for processing.

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, this Agreement will automatically renew after 12 months (or the agreed period) onto a rolling 12 month agreement once the completion date is reached. The Client must inform The Marketing Junction 3 months prior to the completion date within the Service Proposal (or subsequent renewal date), if he does not wish to renew. Notice must be served to a director by email or if by post, to the registered address as set out at the foot of this agreement.
- 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 as 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 being purchased, this can only be terminated under 10e. The client may terminate during the project for any other reason, but 100 per cent of the fee is due, unless work has not commenced, in which case a cancellation fee of 20 per cent 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 serious breach or persistent breaches of this agreement including but not limited to the 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 30 days after such notice.
 - 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.
 - iii) Either Party becomes insolvent or enters into a CVA or IVA.
 - iv) Either Party ceases to trade.
 - v) The Client fails, without agreement, to pay the invoice by the due date.
 - vi) The Client states their unwillingness to pay the total value of an invoice or future invoices.

- f) Upon termination of this Agreement, outstanding payments in respect of the service provided by The Marketing Junction or due to be provided under 10a, b, c and d of this agreement shall become immediately due.

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 forgoing 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 of consultancy advice or services provided. All accountability and responsibility for interpretation and economic return of consultancy advice and services lies solely with the Client.

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 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, adverse weather conditions, 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 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.
- 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.

We acknowledge that we have 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

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