



Project Terms & Conditions

IFitLife Ltd (referred to herein as 'Agency' 'we', 'us', 'our') is a company incorporated in England and Wales with company registration number 11433706 having its registered office address at 125 Seafield Road, Bournemouth, Dorset, BH6 3JL.

The terms and conditions set out below ("Terms") govern any contract that we enter into with you, the client (referred to as 'Client', 'you', 'your') in respect of our Brand Identity Services (defined below) and apply whether you view our services or communicate with us via our website, mobile applications or social media or whether you communicate with us by telephone, post or any other medium of communication.

We also draw your attention to our [Privacy Policy](#), [Cookie Policy](#) and [Acceptable Use Policy](#) each of which are incorporated by reference into any Contract (defined below) we enter into with you or any communications we have with you.

1. Interpretation

Definitions:

Amendments	alterations to Work in Progress which results in the estimated lead time as set out in the Creative Brief or the estimated time communicated by the Agency, to complete that Work in Progress or the level of personnel or cost required to perform the Services, being exceeded.
Applicable Laws	means any present or future law relating to the Services including any code of practice, adjudication, decision, guideline, direction including any modification, revision or replacement thereof from time to time;
Approved File Format	to include ".jpg", ".pdf" and ".eps" file formats and such other formats, electronic media and other platforms as agreed between the Agency and the Client and set out within the scope of any Instruction accepted by us from time to time.
Brand Identity Services	designing the visual identity for a Client's business, organisation, brand, product including but not limited to brand colour palettes, corporate fonts, brand graphic devices, brand illustrations, character design, web design, icons and it may also include the provision of Naming and/or Logo Design Services.
Business Day	a day other than a Saturday, Sunday or public holiday when banks in London are open for business. Charges: the charges payable by the Client for the performance of the Services in accordance with clause 11.
Confidential Information	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) relating to our business, clients, customers, products, services, affairs and finances of the Agency whether or not such information is marked confidential.

Contract	the contract created between us following your acceptance of our Proposal for the supply of Services, in accordance with these Terms.
Creative Brief	means the creative specification produced by us as our interpretation of your Instruction setting out description and scope of Services required to produce the Deliverables and which is agreed between us prior to commencement of the Services and which may be revised as required from time to time upon our mutual agreement.
Data Controller	has the meaning set out in section 1(1) of the Data Protection Laws.
Data Protection Laws	means Data Protection Act 1998, Directive 95/46/E and the General Data Protection Regulation with effect from its implementation date or otherwise as revised, updated, replaced or supplemented from time to time and any related guidance or codes of practice issued by the UK Information Commissioner;
Deliverables	means any products or services produced by the Agency based upon your Instruction whether that is carried out by us in a single or multiple phases, which may include, the production of the Creative Brief, mood board or other forms of design concept, the proofs, designs, images, photographs, artwork, graphics, models, copy, communications, digital or hard copy, software, footage, features, characters or other deliverables commissioned by you and set out in any Instruction placed by you that are produced by the Agency in accordance with these Terms.
Discovery Process	means that phase in the performance of the Agency's Services that explores and considers the Client Instruction to produce the Creative Brief.
Final Works	means the final versions of Work in Progress produced by the Agency which shall be submitted to the Client for approval.
Hourly Rate	means the hourly rate set out in our Proposal for performing the Services and agreed between us.
Intellectual Property Rights	patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.
Instruction	means any order, instruction, statement or work or brief submitted by you for our Services following acceptance of our Proposal based on the Creative Brief or Specification as the case may be.
Logo Design Services	the design of a logo or set of logos or branding produced by us in accordance with the Creative Brief.
Marketing Materials	any of the Agency's proprietary or promotional material in any form or on any medium, to promote or market or otherwise advertise our Services including but not limited to catalogues, newsletters, brochures, presentation folders, case histories, annual reports, manuals, technical bulletins, posters, labelling

	and recruitment and any electronic materials, whether on our website, social media, or any other means of electronic communication.
Moral Rights	means all rights described in sections 77-89 of the Copyright, Designs and Patents Act 1988 and any similar rights of authors anywhere in the world.
Naming Session	that element of our Nomenclature Services where we generate proposals for Potential Names to recommend to you.
Nomenclature Services	refers to any brain storming sessions we carry out to generate Potential Names that we then propose for consideration and/or use by you.
Personal Data	has the meaning set out in Data Protection Laws.
Potential Names	possible business, brand or other names that we propose to you in the performance of our Nomenclature Services.
Project Management System	the Agency's online portal which enables each Client to view Work in Progress produced by us and facilitates communication and feedback between us during the course of the Contract.
Proposal	means the estimate of costs that we provide to you for the Services we propose to perform to implement your Instruction and produce the Deliverables which may either be based on time and materials or a fully costed project fee;
Proprietary Materials	means any materials, publication brochures, designs, formats, concepts, drawings, graphics, illustrations, images, artwork, footage or materials of any kind owned by or used by the Agency in the performance of the Services or that relate to our business generally;
RPI Services	the UK Retail Prices Index or any official index replacing it. includes any or all of our Brand Identity Services, Logo Design Services, or Nomenclature Services or any services related to the production of Deliverables, performed in accordance with any Creative Brief agreed between us.
Terms	means the terms and conditions that apply to the Services as set out below.
Work in Progress	any single tranche or any element of output generated and/or produced by us during the performance of the Services, whether in a hard copy or digital format of whatever form or medium including any element of any Deliverables.

Interpretation:

A reference to a statute or statutory provision is a reference to it as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted. A reference to writing or written includes email.

2. Engagement

These Terms set out how we deliver our services and regulate the contract we enter into with you. Receipt by us of your signed Confirmation Acceptance Form (defined at clause 3.6 below) indicates acceptance of our Proposal and your agreement to these Terms.

3. Client Instruction

3.1 You can submit a request for our Services by telephone on +44(0)203 488 4275, or by email to hello@1fitlife.com or otherwise via our website enquiries forms. If you are an existing Client or your Instruction is part of a larger project that we are undertaking for you, any Instructions placed with your nominated Agency account manager will be processed in accordance with these Terms unless otherwise agreed in writing between us.

3.2 Your Instruction sets out the Services you need from the Agency, any Deliverables you require us to produce and other bespoke or specific requirements that you may have.

3.3 Your Instruction should contain a clear description of your requirements, any brief you wish us to consider and any Deliverables you wish us to produce.

3.4 Upon consideration of your Instruction, we will send you our Proposal including any recommendations of what is required to produce the Deliverables, which may include our suggested timescales and any project methodologies that we consider may be needed to meet your requirements.

3.5 Our Proposal shall only remain valid for a period of 30 Business Days from its date of issue by us. The Proposal does not constitute an offer to provide our Services to you, or that we have entered into any Contract with you.

3.6 The Proposal does not constitute an offer to provide our Services to you, or that we have entered into any Contract with you. When you notify us that you accept our Proposal (either by responding to our email containing our Proposal or otherwise requesting the Agency to proceed on the basis of our Proposal which indicates acceptance), the Agency's written acceptance of your Instruction ('Confirmation Acceptance Form') will be sent to you, which you must sign and return as confirmation of agreement to these Terms. **For the convenience of our Clients, we will send you a link to the Terms and request you send these back to us by submitting the Acceptance Form.** If you would prefer not to use ApproveMe, the Agency will also accept signed Confirmation Acceptance Forms sent to us by post to our address set out above, or scanned by email to the above email address.

3.7 The Contract between us shall commence with effect from the date of the signed Confirmation Acceptance Form ("Commencement Date").

3.8 These Terms apply to the Contract between us to the exclusion of any other terms that you, the Client, or anyone on your behalf, seeks to impose or incorporate, into our agreement with you at any time, or any terms that may be implied by trade, custom, practice or course of dealing.

4. Performance of Services

4.1 The Agency shall supply the Services to you in accordance with the Creative Brief and these Terms in all material respects.

4.2 Upon commencement of the Contract the Agency shall prepare the Creative Brief during the Discovery Process.

4.3 If a Creative Brief has been prepared as referred to in clause 4.2 above, we shall send the Creative Brief to you, for final approval and signature which will indicate your acceptance of the Creative Brief prepared by us.

4.4 Where the nature of the Services are such that we consider it is appropriate to provide you with an estimate of any phases, performance milestones or completion dates for the Services, please note such dates shall be estimates only and time shall not be of the essence for performance of the Services or the completion of Deliverables. Time estimates depend on a number of factors that may change during the course of performing the Services, but we shall do our best to communicate any changes to you as soon as possible where you have notified us in your Instruction of key milestones dates that are important to your business.

4.5 The Agency shall have the right to make any changes to the Services which are necessary to comply with any Applicable Laws or safety requirements or which do not materially affect the nature or quality of the Deliverables, but we shall always notify you before implementing any such changes to the Services in any such event. If such changes result in any change to our Proposal this will be added to our Proposal and a revised Proposal sent to you for approval prior to continuing the Services. Certain changes may require the payment of additional Charges for which the Client is responsible and will be included in our revised Proposal.

4.6 If you do not agree any revised Proposal sent as a result of changes referred to in clause 4.5 above, or as a result of changes you require to the Creative Brief you may issue written notice to terminate our Services but please note the Agency is entitled to recoup in full all Charges incurred in respect of Work in Progress carried out up to the date of termination which will be charged on a time and materials basis.

4.7 The Agency undertakes to the Client that our Services will be provided using reasonable care and skill.

5. Intellectual Property Rights and Use

5.1 Before using the Deliverables in any way, it is always the Client's responsibility to ensure that content contained in them, does not infringe the Intellectual Property Rights or Trademarks of any third party. The Agency does not conduct such investigations and by entering into a Contract with us you agree that you are solely responsible for the conduct of any necessary investigations and obtaining a licence to use third party Intellectual Property where required, including for all related costs. Neither the Agency, nor anyone acting on our behalf shall be liable for any dispute arising from or in connection with the use or infringement of any Intellectual Property Rights of any third party, in any jurisdiction.

5.2 Without prejudice to clause 5.1 above, the Client acknowledges that the Agency cannot and does not advise, nor will the Agency be responsible, for any legal matters arising out of or in connection with your Instruction, any Work in Progress or Deliverables or the protection of copyright or other Intellectual Property Rights. Clients must seek their own legal advice on protecting their Intellectual Property Rights, including copyright in any branding, design, logos or other images or content that may arise as a result of the performance of the Services.

5.3 Any samples, drawings, content, images, proofs, descriptive matter or advertising issued by the Agency, or contained in any of our catalogues or brochures or detailed on our Website, whether in connection with the Services or any other services provided by the Agency, are © Copyright IFitLife Ltd and are issued or published for illustrations purposes only, to enable us to provide a description of our Services. They shall not form part of the Contract or have any contractual force between us.

5.4 Subject to clause 5.5 below, upon payment in full by the Client, ownership and any Work in Progress or Deliverables shall transfer to the Client. Until the Agency has been

paid in full for the Services in accordance with clause 11 below, any Work In Progress or Deliverables or any element of the Services shall be owned by the Agency.

5.5 You acknowledge that, you may not always own the copyright or other Intellectual Property Rights where such rights are owned by third parties and licensed for use to the Agency or generally. For instance, the Client does not own the copyright in 'stock' photographs' or film footage, negatives or fonts (unless otherwise agreed between the Agency and the Client and set out in the Proposal) and your use of any third party Intellectual Property Rights is conditional upon the Agency obtaining a written licence from the relevant licensor to entitle us to license such rights to you or incorporate into any Work In Progress or Deliverables we produce for you. If we need to obtain those third party licenses to fulfil the Creative Brief, you shall be solely responsible for the payment of any licensing fees that any licensor charges to the Agency for use of such content. Where the Client requires us to use specific fonts that have been used in your previous branding or other proprietary material or that of any third party, you need to ensure you obtain the licence to use such fonts and you are solely responsible for payment of any related licensing fees which, in order for us to commence the Services, we advise Clients to obtain in advance of the Instruction.

5.6 All Proprietary Materials, remain at all times our exclusive property and nothing in the performance of the Services shall operate to transfer or assign ownership in such Proprietary Materials to the Client at any time.

6. Changes to Work in Progress

6.1 The Client shall be entitled to request that the Agency makes changes to the Creative Brief during the course of the performance of the Services. The first two Amendments are included in the Charges set out in the Contract provided that they are not material or result in a change to the Instruction or its scope, the personnel needed to implement the change and/or result in additional time or cost to the Agency, in which case we may need to amend the Charges set out in the Proposal and we shall agree any updated Charges with you prior to implementing any Amendments. However, where you request more than two Amendments to Work in Progress, any such additional Amendments will be charged at our usual Hourly Rate. Where Amendments result in an adjustment to Charges and/or timescale for performance of the Services, we shall notify you prior to continuing the Services and the Proposal shall be updated and sent to you for your acceptance in writing.

6.2 Where multiple versions of Works are produced by us, you are entitled to choose and use only one of the Works representing the Creative Brief ("the Final Works") subject always to payment in accordance with the provisions of clause 11. If you wish to use additional versions of Works, we can discuss this with you, subject to agreement on additional Charges. If you require more than one version of Final Works, please set out clearly in the Instruction. Any other Works not chosen by the Client remain our property and our copyright in accordance with the provisions of clause 5.3 above.

7. Nomenclature Services

7.1 If you require our Nomenclature Services you should request this in your Instruction.

7.2 Our Nomenclature Services will provide you with Potential Names generated during the Naming Session. If you determine that none of the Potential Names are suitable, the Client shall nonetheless remain liable for payment for Work in Progress provided in accordance with these Terms and any further Naming Sessions required will be chargeable at the our Hourly Rate.

8. Client's Obligations

8.1 The Client shall:

8.1.1 ensure that the details of the Instruction and any information set out therein are complete and accurate;

8.1.2 co-operate with the Agency and our personnel in all matters relating to the performance of the Services;

8.1.3 provide us with such information and materials as we may reasonably require in order to perform the Services and ensure that such information is accurate in all material respects;

8.1.4 obtain and maintain all necessary licences, permissions and consents which may be required before the date on which we are due to commence performance of the Services;

8.1.5 where appropriate, keep and maintain any Proprietary Materials in safe custody, in good condition and not dispose of or use the Proprietary Materials other than in accordance with our written instructions or authorisation; and

8.1.6 comply with any additional obligations or instructions that we may reasonably request from time to time in order to enable us to perform the Services in accordance with your Instruction and the Creative Brief.

8.2 If performance of the Services is prevented or delayed by any act or omission by the Client or failure by you to perform any relevant obligation ("Client Default"):

8.2.1 we shall, without limiting our other rights or remedies have the right to suspend performance of the Services until you remedy the Client Default, and we shall be entitled to rely on the Client Default to relieve us from performance of the Services to the extent performance is prevented or delayed by Client Default;

8.2.2 we shall not be liable for any costs or losses sustained or incurred by you that arise directly or indirectly from Client Default; and

8.2.3 you shall reimburse the Agency on written demand for any costs or losses sustained or incurred by the Agency arising directly or indirectly from the Client Default.

9. Portfolio

9.1 You consent that the Agency may display and exhibit the Deliverables, which may or may not include reference to the Client or your business, products or services, to our prospective clients in any Marketing Materials and on our Website or social media for the purpose of the promotion of our Services.

9.2 If you do not wish us to publish Client details as set out in clause 9.1 above, you should notify us in writing in advance by setting it out clearly in the Instruction. The Agency shall not be liable for publication in the event that we have not been notified of the Client's objection to publication.

10. Approval of Final Works

10.1 The Agency shall transmit the Final Works to the Client for proof reading, preview or review and for approval, in an Approved File Format, where possible, **via our Project Management System**.

10.2 **You shall access and use the Project Management System in accordance with our instructions and any relevant terms of use at all times.**

10.3 We may also, at our discretion watermark the Final Works and require that they are deleted from your system at any point after they have been received by you.

11. Charges and payment

11.1 The Charges for the Services shall be on a time and materials basis unless otherwise agreed with you in advance of commencing the Services.

11.2 The Charges for performance of the Services requested in your Instruction are based on our Proposal, which may, if you have requested changes, be updated and revised from time to time;

11.3 Any additional request for Services to those set out in the Instruction shall be calculated in accordance with our Hourly Rates as notified to you;

11.4 If we provide you with a daily rate this is based on a seven-hour day from 9.00 am to 5.00 pm worked on Business Days;

11.5 We appreciate Clients may have rigorous deadlines or expedited lead times and will try to facilitate you where possible which may require working beyond our standard working hours. We shall be entitled to charge an overtime rate of 20% per cent of our Hourly Rate or the Charges set out in our Proposal to you (or such alternative increased rate as we deem appropriate in the circumstances) on a pro-rata basis for each part day or for any time spent by Agency personnel performing Services outside the hours referred to in clause 11.4 above. Where we identify from your Instruction or following the production of the Creative Brief that working out of hours is necessary we shall set out our overtime rate in our Proposal. Otherwise, where the need arises in the course of performance of any Services, we shall notify you of our overtime rates and agree that with you in advance of performing Services outside our standard working hours.

11.6 We shall be entitled to charge you for any expenses reasonably incurred by us, our personnel or any other individual engaged in the performance of the Services including, but not limited to, travelling expenses, hotel costs, subsistence and any associated expenses, and for the cost of services provided by third parties for the performance of the Services, together with the cost of any materials

11.7 We shall be entitled to increase our Charges and any Proposal previously given in connection with performing the Services providing that we notify you and agree such increases with you in advance. In any event we shall always be entitled to increase our Charges to reflect an increase in costs incurred by the Agency as a result of RPI.

11.8 We shall invoice you our Charges for the Services on such dates and/or at such intervals that are set out in the Proposal and agreed in writing with you before commencing the Services. It is customary for the Agency to require an element of Charges to be paid in advance of commencing performance of Services and we will send you an invoice for these

Charges following your acceptance of the Proposal. Before commencing performance of the Services this invoice must be paid in full, by cleared funds to our Client bank account.

11.9 You undertake to pay each invoice relating to performance of Services:

11.9.1 **within 30 days of the date of the invoice**; and

11.9.2 in full and in cleared funds to our Client bank account which will be notified to you.

11.10 If invoices are not paid on time, we shall be entitled to suspend performance of the Services until due and outstanding invoices are paid in full. If invoices are not paid on time, we shall be entitled to suspend performance of the Services until due and outstanding invoices are paid in full. As referred to above at clause 11.8, we cannot commence performance of Services until the commencement invoice is paid in full and non-payment may lead to cancellation of your Instruction and expiry of the Proposal.

11.11 Our Charges are exclusive of value added tax chargeable for the Services which will be set out in addition in our invoice and shall be payable in full by you in accordance with 11.9.

11.12 If the Client fails to make any payment by the due date referred to in clause 11.9 above we shall charge interest on any overdue sums at the rate of 2% per cent per annum above [National Westminster Bank Plc's] base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Client shall pay the interest together with the overdue amount.

11.13 The Client shall pay all amounts due under the Contract in full without any set-off, counterclaim, deduction or withholding (except for any deduction or withholding required by law). We may, at any time, without limiting our other rights or remedies, set off any amount owed to us by you against any amount that is payable or repayable to by you by us.

11.14 The Agency is entitled to instigate legal proceedings against a Client for recovery of outstanding sums owed by you where payment has not been received by us within 3 months from the due date for payment. 4.1 The Agency is entitled to instigate legal proceedings against a Client for recovery of outstanding sums owed by you where payment has not been received by us within 3 months from the due date for payment.

11.15 The Client shall indemnify the Agency in respect of all legal costs, including those relating to pre-action correspondence, incurred as a result of the Agency commencing legal proceedings under clause 11.14 above.

12. Data Protection

12.1 You acknowledge that for the purposes of the Data Protection Laws, the Client is the Data Controller and the Agency is the Data Processor in respect of any Personal Data.

12.2 We shall process the Personal Data only in accordance with your instructions from time to time and shall not process the Personal Data for any purposes other than those expressly authorised by you.

12.3 Each party warrants to the other that it will process the Personal Data in compliance with all Data Protection Laws.

12.4 You shall indemnify the Agency against all costs and expenses, claims, liabilities, proceedings, fines, loss or damage incurred by us as a result of any failure by you, or your employees or agents to comply with any of the obligations set out under this clause 12.

13. Limitation of liability

13.1 Nothing in the Contract shall limit or exclude the Agency's liability for death or personal injury caused by its negligence, fraud or fraudulent misrepresentation or breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession) or any other liability which cannot be limited or excluded by Applicable Laws.

13.2 Subject to clause 13.1, the Agency shall not be liable to you, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with the Contract for loss of profits, loss of sales or business, loss of agreements or contracts, loss of anticipated savings, loss of use or corruption of software, data or information, loss of damage to goodwill, and any indirect or consequential loss.

13.3 Subject to clause 13.1, our total liability to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Services, shall not exceed 50% of the total Charges paid under the Contract.

13.4 The terms implied by sections 3 to 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.

13.5 This clause 13 shall survive termination of the Contract.

14. Termination

14.1 Without affecting any other right or remedy available to it, either party may terminate the Contract by giving the other party one months' written notice. The Client's right to terminate under this clause 14.1 is strictly subject to payment in full of all outstanding Charges including accrued interest (if any).

14.2 Without prejudice to the provisions of clause 14.1 and without limiting its other rights or remedies, either party may terminate the Contract with immediate effect by giving written notice to the other party if:

14.2.1 the other party commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 14 days of that party being notified in writing to do so;

14.2.2 the other party takes any step or action in connection with its entering administration, liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business;

14.2.3 the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or

14.2.4 the other party's financial position deteriorates to such an extent that in the terminating party's reasonably held opinion the other party's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.

14.3 Without limiting its other rights or remedies, we may, at our discretion terminate the Contract with immediate effect by giving you written notice if:

14.3.1 you fail to pay any Charges due under the Contract on the due date for payment and those Charges remained outstanding for more than 14 days after we notify you to make such payment; or

14.3.2 if we consider in our reasonably held opinion that the Client, its services, products or its business do not conform with our commercial ethos, our business objectives and trading standards.

15. Consequences of termination

On termination of the Contract for any reason:

15.1 the Client shall immediately make payment to discharge all outstanding unpaid invoices including interest (if any).

15.2 we shall issue an invoice in respect of Charges arising in connection with any Work in Progress completed, which shall be payable by you immediately upon receipt;

15.3 you will immediately return all Proprietary Materials and any Work in Progress or Deliverables which have not been fully paid for (and hence where title has not passed to you) at our request. If you fail to do so, then you agree that we may enter your premises and take possession of them. Until they have been returned, you shall be solely responsible for their safe keeping and will not use them for any purpose unconnected with this Contract;

15.4 the accrued rights, remedies, obligations and liabilities of the parties as at expiry or termination shall be unaffected, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry; and

15.5 obligations set out in these Terms that expressly or by implication survive termination shall continue in full force and effect.

16. Force Majeure

16.1 Neither party shall be in breach of this Contract nor liable for delay in performing, or failure to perform, any of its obligations under this Contract if such delay or failure result from events, circumstances or causes beyond its reasonable control.

17. Assignment and other dealings

17.1 The Agency may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights under the Contract to any third party or agent.

17.2 The Client shall not, without the Agency's prior written consent assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any of its rights or obligations under the Contract.

18. Confidentiality

18.1 Each party undertakes that it shall not at any time at any time during the Contract, and for a period of five years after termination of the Contract, disclose to any person any Confidential Information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted by clause 18.2.

18.2 Each party may disclose the other party's Confidential Information:

18.2.1 to its employees, officers, representatives, subcontractors or professional advisers on a need to know basis for the purposes of carrying out the party's obligations under the Contract. Each party shall ensure that its employees, officers, representatives, subcontractors or advisers to whom it discloses the other party's Confidential Information comply with this clause 18; and

18.2.2 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

18.3 Neither party shall use the other party's Confidential Information for any purpose other than to perform its obligations under the Contract.

19. Entire agreement

19.1 This agreement constitutes the entire agreement between the Agency and the Client and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between us, whether written or oral, relating to its subject matter.

19.2 Each of the Agency and the Client agree that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in these Terms.

20 Variation

20.1 No variation of the Contract or of these Terms shall be effective unless it is in writing and signed by both parties.

21. Waiver.

21.1 A waiver of any right, any breach or entitlement to remedy is only effective if given in writing to the other party and agreed waiver on one occasion shall not be deemed a waiver of any subsequent right, breach or entitlement to remedy. A delay or failure to exercise, or the single or partial exercise of any right or remedy shall not waive that or any other right or remedy or prevent or restrict the further exercise of that or any other right or remedy.

22. Severance.

22.1 If any provision of this Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision shall be deemed deleted. Any modification to or deletion of a provision under this clause shall not affect the validity and enforceability of the rest of the Contract.

23. Notices.

23.1 Any notice or other communication given to a party under or in connection with the Contract shall be in writing, addressed to that party at its registered office or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally, or sent by pre-paid first class post or other next working day delivery service, commercial courier, or email.

23.2 A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in clause 23.1; if sent by pre-paid first class post or other next working day delivery service, at 1.00 pm on the second Business Day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or if sent by email, either (1) receipt of delivery and/or read receipt or alternatively (2) by evidence of sent email indicating time of despatch and in respect of which no notice of failed delivery is returned.

23.3 The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

24. Third parties

24.1 No one other than a party to the Contract shall have any right to enforce any of its terms.

25. Governing law

25.1 This Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by, and construed in accordance with the law of England and Wales.

26. Jurisdiction

26.1 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Contract or its subject matter or formation.