

Standard terms and conditions for the supply of services

All services such as Strategy, Medical Education, Branding, Advertising Campaigns, Connected Content, Digital Solutions and Consultancy work the agency provides is on the basis of these Conditions, which governs your Contract with bmore group Limited.

1. Definitions

1.1. In the Contract, unless otherwise specified, the following definitions shall apply:

- 1.1.1. "Agency" means bmore group Limited (company number 11271228) whose principal place of business is The Clock House, Kempshott Park, Dummer, Hampshire, RG25 2DB, United Kingdom;
- 1.1.2. "Agency Material" Means all artwork, design, concepts, ideas, copy content, models, digital designs, photographs, software and all other material created by the Agency as part of the Services under the Contract including the items described in clause 2.7;
- 1.1.3. "Approval Form" means a form which must be sent by e-mail by the Agency to the Client in relation to the Services, and seeking the Client's approval based on approved purchase orders, work orders, statement of works, technical documents or estimates;
- 1.1.4. "Charges" means the charges payable by the Client for the Services as invoiced by the Agency from time to time to the Client;
- 1.1.5. "Client" means the client who engages the Agency to provide Services whose details are set out in the Order form.
- 1.1.6. "Client Materials" means all information, copy, text, photographs, or other material provided by the Client to the Agency for use with or incorporation within the Services including but not limited to descriptions, representations and specifications of any of the Client's products or services.
- 1.1.7. "Conditions" means the standard terms and conditions of supply set out in this document;
- 1.1.8. "Confidential Information" all ideas, concepts, plans, documents, notes, materials and information disclosed by either party to the other, whether before or after the date of the Contract, including, without limitation, any information relating to party's employees, customers, suppliers, products, operations, processes, plans or intentions, product information, know-how, design rights, trade secrets, market opportunity and business affairs, whether in written, pictorial, electronic or oral form;
- 1.1.9. "Contract" means a contract for the Services, as between the Agency and the Client which incorporates these Conditions and sets out any other agreed terms in writing and shall include the Project Plan;
- 1.1.10. "Commissioned Material" means all artwork, copy, models, designs, photographs, software, films, sound recordings and all other material the creation of which is commissioned by the Agency from third parties being part of the Services under the Contract.
- 1.1.11. "Estimate" means a non-binding estimate or estimates submitted by the Agency to the Client in respect of the Services;
- 1.1.12. "Existing Material" Means any photograph, TV programme, feature film, character, music, sound recording, performance, book, painting, software or any other material protected by Rights, created by a third party and in existence at the time it is desired to make use of it for the purposes of the Services.
- 1.1.13. "Expenses" means any and all costs or expenses incurred by the Agency in connection with the Services including any value added tax or other taxes or tariffs that may apply;

- 1.1.14. "Order" means an order or instructions submitted by the Client to the Agency (whether in Writing, verbally or otherwise) requesting the Agency to provide services to the Client;
- 1.1.15. "Project Plan" means a plan setting out the specifications and details of the Services which the Agency may provide to the Client as part of the Contract;
- 1.1.16. "Rights" means any copyright, extended or revived copyright, design right, registered design right, patent, performer's property right, trade mark, database right or any similar right exercisable in any part of the world, including any application for registration of any patent, trade mark, registered design or similar registerable rights in any part of the world and all know how, ideas, concepts, processes, databases, topographies, schematics, software applications and files in whatever form and however produced and all Confidential Information;
- 1.1.17. "Services" means the graphic design advertising and digital services (including without limitation the development and production of Agency Material) and any other services which the Agency agrees to provide to the Client pursuant to the Contract and which may be set out in a Project Plan;
- 1.1.18. "Working Day" means Monday to Friday (9am to 5:30pm) except any national holiday in England.
- 1.1.19. "Writing" includes e-mails, facsimile transmission and comparable means of communication;
- 1.2. In these Conditions:
 - 1.2.1. the clause headings are included for convenience only and do not affect the construction of these Conditions;
 - 1.2.2. words denoting the singular include the plural and vice versa; and words denoting one gender include each gender and all genders.
 - 1.2.3. Any reference to the Client's "Approval" shall mean either Written or verbal approval from anyone authorised by the Client or who appears to the Agency as authorised by the Client to approve the Agency's work and/or expenditure or other matter requiring approval.

2. Basis of Contract

- 2.1. The Client may submit an Order for Services to the Agency in any form (whether in writing or verbally).
- 2.2. Submission of an Order by Client to the Agency constitutes an offer by the Client to purchase the Services in accordance with these Conditions. The Agency reserves the right to accept or reject any such Order, or to negotiate the terms of any Order. The Agency's acceptance in Writing of the Client's Order (as may be varied and agreed between the Parties) creates a Contract for the supply of the Services by the Agency to Client at which point and on which date the Contract shall come into existence (Commencement Date).
- 2.3. If the Agency chooses not to accept Client's Order, the Agency shall not be obliged to notify Client in Writing or provide any reasons for such refusal.
- 2.4. These Conditions apply to the Contract to the exclusion of any other terms that the Client seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
- 2.5. No variation to these Conditions or the Services will be binding unless agreed in Writing between the Client and the Agency.

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- 2.6. The Contract constitutes the entire agreement between the parties relating to the Services to be performed. The Client acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of the Supplier which is not set out in the Contract. This does not limit or exclude the Agency's liability for fraudulent misrepresentation.
- 2.7. Any samples, drawings, descriptive matter or advertising issued by the Agency, and any descriptions or illustrations contained in the Agency's catalogues or brochures or pre contract design or advertising plans, are issued or published for the sole purpose of giving an approximate idea of the Services described in them. They shall not form part of the Contract or place any contractual or other obligation upon the Agency in relation to the Services.
- 2.8. The Agency acts in all its contracts as a principal at law.
- 2.9. Unless agreed otherwise in writing between the parties, during the term of the Contract the Client will not use another outside agency to provide any of the Services in respect of the subject matter of the Contract.
- 3. Supply of Services**
- 3.1. The Agency will use reasonable endeavours to perform the Services in accordance with the Contract and any agreed Project Plan and any agreed timescales however time shall not be of the essence.
- 3.2. The Client will help the Agency carry out the Services by making available to the Agency all relevant information and co-operating with the Agency. The Client will give the Agency clear briefings and ensure that all the facts given about its requirements are accurate. In the event that the Client fails to provide information or co-operate in a timely and effective manner the Agency shall not be liable for any losses arising from a delay or failure to provide the Services.
- 3.3. The Client shall provide the Agency, its employees, agents, consultants and subcontractors, with access to the Client's premises, office accommodation, equipment and other facilities as reasonably required by the Supplier and shall ensure such premises, office accommodation, equipment and other facilities are safe and shall indemnify the Agency against any claim liability costs and expenses incurred by the Agency arising from personal injury or death to any of the employees, agents, consultants and subcontractors as a result of the Client's breach of this clause.
- 3.4. Contact reports providing each party with a written record of all matters of substance discussed at meetings or in telephone conversations between the parties will be supplied by the Agency to the Client following the meeting or conversation. If the subject matter of a contact report is not questioned by the Client within 5 Working Days of its receipt (or such shorter time as may be requested in the report or otherwise), it will be taken to be an accurate record of the meeting or telephone conversation to which it refers.
- 4. Approval Forms and changes.**
- 4.1. The Agency will send an Approval Form via email to the Client which relates to specific or general aspect of the Services including but not limited to copy, layouts, artwork, storyboards, designs, scripts, media schedules for time, space and other facilities, estimates or quotations of the cost of the various items of Services and other services covered by the Contract together with terms of payment.
- 4.2. The Client agrees to respond within 5 Working Days (or such shorter period if requested by the Agency in the Approval Form) (Approval Period) either approving the Approval Form or rejecting it, if the Agency does not receive a rejection or other communication within the Approval Period it is entitled to (but not obliged) treat the matter as approved by the Client as if it had received the Client's Approval.
- 4.3. Once the Client's approval has been given or deemed to have been given then this is the authority for the Agency to, as appropriate:
- 4.3.1. purchase production materials, Existing Material and other goods and services and prepare proofs and to publish;
- 4.3.2. enter into production and design contracts enter into contracts for the commissioning of Commission Material and the supply of Existing Material and engage performers and to transmit;
- 4.3.3. make reservations and contracts for space, time and other facilities under the terms and conditions required by media or suppliers; or
- 4.3.4. carry out what ever activities and incur whatever expenditure was the subject matter of the Approval Form
- 4.4. The Agency reserves the right, (without any liability on the Agency's part) not to proceed with the performance of the Services until the relevant Approval Form is received by the Agency.
- 4.5. The Agency will advise the Client immediately of any changes in the estimated cost of items of Services or any changes in plans, schedules or work in progress previously approved in Writing by the Client.
- 4.6. The Client agrees that any changes required by the Client to the Services or to details or specifications in respect of the Services or, any errors or omissions on the Client's part, may result in changes to the Contract and the Estimate and accordingly the Agency reserves the right to make such changes.
- 4.7. The Client may request the Agency to cancel or amend any and all plans, schedules or work in progress. The Agency will take reasonable steps to comply with any such request provided that the Agency is able to do so within its contractual obligations to media and suppliers. In the event of any such cancellation or amendment the Client will reimburse the Agency for any charges or expenses incurred by the Agency to which the Agency is committed. The Client shall also pay the Agency's remuneration covering the cancelled or amended Services as well as any charges imposed on the Agency by third parties arising from the cancellation or amendment.
- 4.8. The Agency's contracts with media and suppliers in respect of the Services shall be made in accordance with such third party's media rate cards or other standard or individual conditions and contracts. The rights and liabilities as between the Client and the Agency shall correspond to those between the Agency and the various media and other suppliers under such conditions, including in particular any rights of amendment, omission and cancellation. On the Client's written request the Agency shall supply the Client with the relevant terms and conditions, where available.
- 5. Charges and Payment**
- 5.1. Subject to clause 5.2, the Client will pay for the Charges for the Services and any Expenses, where applicable, in such amounts and on such payment dates as are agreed from time to time or as may be set out in the Project Plan, Contact and/or in accordance with any invoices submitted by the Agency to the Client for the Services.
- 5.2. Unless agreed otherwise if the services include any digital work then the Client must pay 50% of the relevant Charges when the agency accepts the Order, 25% prior to completion and 25% on completion of the work.

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- 5.3. The Agency reserve the right by giving the Client 7 days notice in Writing to increase any Estimate or Charges as set out in the Contract to reflect any increase in costs due to clause 4.6 or 4.7, or due to any factors after the making of this Contract which are beyond the Agency's reasonable control.
- 5.4. The Charges for the Services are stated exclusive of any applicable value added tax at the then prevailing rate (or any other applicable taxes or tariffs) and of any Expenses that are applicable. Any applicable value added tax and Expenses are payable by the Client in addition to the Charges.
- 5.5. The Client will pay the Charges and Expenses promptly within 30 days of the date of a relevant invoice submitted by the Agency.
- 5.6. For the avoidance of doubt Expenses shall include (but shall not be limited to):
- 5.6.1. The cost of booking any media space at the media suppliers standard rate charge; and
- 5.6.2. The cost of obtaining any Existing Material or Commissioned Material together with any Rights licences; and
- 5.6.3. The cost of all production work required to produce the Services including film production, artwork, photography, model fees, recordings, the services of performers, block-making, typesetting and print work; and.
- 5.6.4. Production costs involved in the preparation of packaging, labels and cartons, exhibition and display material, booklets, sales letters, product publicity and other promotion material or services as may be prepared or suggested by the Agency and agreed by the Client; and
- 5.6.5. All costs incurred in the despatch of Services material to or from publishers and other media and other special deliveries incurred in carrying out the Client's instructions and safeguarding the Client's interests; and
- 5.6.6. All costs incurred in taking legal or other advice and undertaking trade mark or other searches and enquiries, if requested by the Client as agreed by the parties from time to time;
- 5.6.7. Travelling and hotel expenses of Agency personnel.
- 5.6.8. All hosting, content marketing platforms, HTTPS certificates and all associated costs in providing the digital program.
- 5.6.9. Any other item agreed between the parties in writing.
- 5.7. If the Client fails to pay any amount due and payable to the agency under the Contract within 14 days after the same falls due, then, without prejudice to any other rights and remedies of the Agency, the Client will, on demand, pay the Agency interest at the rate specified in the Late Payment of Commercial Debts (Interest) Act 1998 as amended on such amount from the date on which the same falls due up to the date of actual payment (as well after as before any judgment).
- 5.8. In the event that debt collection action is required the Client shall be liable for the Agency's costs on an indemnity basis to include any court fees, legal costs and other disbursements.
- 5.9. Where a surcharge is levied by a supplier of media or other supplier against the Agency due to late payment and this results from late payment by the Client, the Client shall immediately reimburse to the Agency the amount of such surcharge, together with any accrued interest charged by the supplier in respect of the overdue amount.
- 5.10. If late copy charges are levied by a media owner against the Agency and such charges do not result from the negligent or wilful act or omission of the Agency, the Client shall immediately reimburse the amount of such late copy charges to the Agency.
- 5.11. The Agency shall be entitled to retain and keep any commission it shall receive from third party suppliers relating to the purchase of all media, production and other services in connection with the Services.
- 5.12. Each party shall pay all monies which are payable by it to the other without any right of set off, abatement or withholding in respect of monies which are due to it or alleged to be due to it from the other party.
- 5.13. The Agency shall be entitled to bill and receive payment for the full 50% of the project commencement fee should the client decide to cancel the project once a purchase order or approval email has been supplied to the agency.
- 6. Contracts with Third Party Suppliers**
- 6.1. The Agency may provide the Client with details of third party suppliers who provide goods or services which complement the Agency's services ("Complimentary Suppliers"). Such details are given by the Agency to the Client in good faith and will not form part of the Contract nor bind the Agency in any way. The agency will not be required to share all supplier costs and the agency is entitled to keep these costs internal.
- 6.2. The Client agrees that all contracts between the Client and any Complimentary Supplier will be entered into directly between the Client and the Complimentary Supplier and accordingly, the Agency will not be liable to the Client for any default or breach on the part of any Complimentary Supplier or in relation to any recommendation of a Complimentary Supplier that the Agency may make to the Client.
- 7. Force Majeure**
- 7.1. The Agency will not be liable to the Client or be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform, any of the Agency's obligations in relation to the Services, if the delay or failure is due to circumstances beyond the Agency's reasonable control.
- 7.2. If any event of force majeure continues to prevent the Agency from performing the Contract in accordance with its terms for more than 90 days, the Client will be entitled to terminate the Contract by notice in Writing having immediate effect.
- 8. Warranties and Liability**
- 8.1. Nothing in this Contract shall limit the Agency's liability for death or personal injury caused by the Agency's negligence or wilful misconduct (or that of the Agency's employees or agents) or for fraud or any other liability to the extent such liability may not be excluded or limited as a matter of law.
- 8.2. The Agency's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation (other than fraudulent misrepresentation) or otherwise arising in connection with the performance or contemplated performance of the Contract or otherwise under or in relation to the Contract (including but not limited to any infringement of third party Rights), will be limited to the amount actually paid by the Client under terms of the Contract and the Agency will, in no circumstance, be liable to the Client in contract, tort or otherwise for any indirect consequential or economic loss or any loss of business, profits, anticipated savings or goodwill and claims by third parties (whether foreseeable or not and whether directly or indirectly caused) which is caused (whether wholly or in part) by any breach by the Agency of the Contract or any delay in performance or non-performance of the Contract by the Agency or otherwise under or in relation to this Contract.

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- 8.3. Except in respect of any Agency Material, Commissioned Material and Existing Material (to the extent that such materials produced does not include the Client's trademarks and other of the Client's materials, in which case the following indemnities apply), the Client will indemnify the Agency and keep the Agency indemnified:
- 8.3.1. against all liabilities, claims, damages, losses, expenses and proceedings arising from or in any way connected with any breach by the Client of the Contract; and
- 8.3.2. from any claim brought by third parties alleging that the Client's use of the Services has infringed any intellectual property or other right of any kind, or any applicable UK or international legislation or regulation.
- 8.4. In relation to any Commissioned Material and Existing Material the Client's use of such may be subject to the terms of any licence from the owners of such material and in such case will be subject to any limitation of liability provisions contained therein.
- 8.5. The Client acknowledges that notwithstanding any advice given by the Agency under this Contract and notwithstanding the purchase of time by the Company acting as principal for the advertising of the Products of the Customer the Client will at all times be solely responsible for the content of any advertising published in any media including compliance with rules, regulations, and codes of advertising standards and practice and other relevant codes of advertising laid down whether on a statutory or a self-regulatory basis.
- 8.6. In connection with any advertising services where the Agency is required to place advertising with media suppliers then the Client confirms that it is expressly understood and agreed that in planning and buying the Client's media activity, the Agency shall use its reasonable endeavours to ensure (where given) the accuracy of all estimated and target figures relating to:
- 8.6.1. the number, proportion or type of people likely to be exposed to the Advertising;
- 8.6.2. the number of exposures each person is likely to receive; and
- 8.6.3. the cost of achieving these exposures: Since these are matters which are ultimately beyond the Agency's control, no warranties can be given by the Agency as to the accuracy of such estimates/targets or as to the figures actually occurring and no liability shall attach to the Agency in respect of any losses suffered by the Client or by any third party by reason of the Client's reliance on such estimates/targets.
- 8.7. The Client warrants that all Client Material is accurate and not misleading.
- 8.8. Where any materials provided by the Agency as part of the Services are to be used in a country outside of the United Kingdom or Ireland the Client shall be responsible for ensuring compliance with the relevant local law.
- 9. Financial Promotion**
- 9.1. If the services include the creation of any material by the Agency for the Client that comprises or includes an invitation or inducement to engage in investment activity (Financial Promotion) as those terms are from time to time interpreted for the purposes of the Financial Services and Markets Act 2000 (as amended or supplemented) (FSMA) then:
- 9.1.1. The Client shall be responsible for ensuring that it, and every Financial Promotion, complies with the FSMA and all relevant rules, regulations and guidance issued by Financial Services Authority from time to time (including without limitation the "Conduct of Business Sourcebook", as amended from time to time), and
- 9.1.2. that such Financial Promotion will be approved by an authorised person for the purposes of section 21 of the FSMA prior to being communicated to any person or such Financial Promotion is otherwise permitted by the FSMA.
- 10. Confidentiality and Secrecy**
- 10.1. Each of the parties undertakes to keep secret and treat as confidential all of the Confidential Information of the other party and not to use any of such Confidential Information except in accordance with these Conditions and in so far as may be required for the proper exercise of such party's rights and the performance of its obligations under these Conditions or any contract between the parties and to procure that its employees, agents, subsidiaries, licensees and sub-contractors do likewise
- 10.2. The obligations under clause 10.1 shall not extend to any information or documentation which the party to whom the same is disclosed ("the recipient") can demonstrate:
- 10.2.1. is in the public domain or has ceased to be secret in the country where it is to be disclosed (otherwise than as a result of a disclosure by the recipient or any of its officers, employees, agents, contractors or representatives); 10.2.2. is required to be disclosed pursuant to any Order of a Court of competent jurisdiction, but only for the purpose of such disclosure and to the extent required so to be disclosed;
- 10.2.3. is required to be disclosed pursuant to any statute, laws, regulation or ordinance, but only for the purpose of such disclosure and to the extent required so to be disclosed;
- 10.2.4. is (at the time the recipient receives such information or documentation from the disclosing party) already in the possession of the recipient free from any obligation of confidentiality and has not been acquired by the recipient in breach of any obligation of confidentiality; or
- 10.2.5. has been disclosed to the recipient under an express written statement that it is not confidential.
- 10.3. If the Parties have entered into a separate confidentiality or nondisclosure agreement (NDA) then insofar as such NDA is inconsistent with the provisions of this clause 10 the relevant NDA provision shall prevail.
- 11. Intellectual Property**
- 11.1. All rights title and interests including the Rights:
- 11.1.1. in all Agency Materials will remain vested in the Agency and be the Agency's absolute property including but not limited to all source files and .psd and .fla working files.
- 11.1.2. in all Commissioned Materials will remain vested in the third party that created the material and shall be the Third party's absolute property unless such rights are assigned to the Agency in which case they shall be deemed Agency Materials.
- 11.1.3. in all Existing Materials will remain vested in the third party that created the material and shall be the Third party's absolute property.
- 11.1.4. in any material provided by the Client to the Agency in connection with the Services (Client Material) will remain vested in the Client and be the Client's absolute property.
- 11.2. Unless stated otherwise in these conditions or as otherwise agreed in writing between the parties no right title or interest in any material belonging to one party shall be transferred, assigned, acquired or otherwise granted to the other.
- 11.3. The Client grants a right to the Agency to use the Client materials for the purposes of carrying out the Services.
- 11.4. Strictly subject to the Client paying to the Agency (and any third party where

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relevant) all the charges and other sums due to the Agency (and such third party) in full in accordance with these conditions:

- 11.4.1. The Agency hereby grants an exclusive perpetual licence to the Client to use, for its own internal business purposes (including the promotion and advertising of the Client or its own services and products) the Agency Material insofar as it contains the Client Information; and
- 11.4.2. The Agency hereby grants a non exclusive licence to the Client to use, for its own internal business purposes (including the promotion and advertising of the Client or its own services and products) the Agency Material insofar as it contains general concepts ideas knowhow or other Rights which could be utilised for other clients of the Agency and the Agency reserves the right to licence such Agency Material to third parties (provided it does not contain any Confidential Information belonging to the Client or any Client Material);
- 11.4.3. With regards any Existing Material of the Agency if used in the Services the Agency hereby grants a non exclusive licence to the Client to use, for its own internal business purposes (including the promotion and advertising of the Client or its own services and products) such Existing Material.
- 11.4.4. Where any Existing Material or Commissioned Material is used in the Services and where ownership is retained by the relevant third party the Agency will procure a non exclusive licence from such third party for the Client to use such Existing Material or Commissioned Material, for its own internal business purposes (including the promotion and advertising of the Client or its own services and products) where this is necessary for the use and enjoyment of the Services by the Client, provided always that such use of the Existing Material or Commissioned Material by the Client shall be subject to the terms (and any limitations) of any such licence from the relevant third party.
- 11.4.5 Usage of all materials produced is intended for the United Kingdom and Ireland. Any and all usage of all materials produced outside of these countries will need estimating and invoicing before being issued and used.

12. Data Protection

- 12.1 Each party warrants to the other that it shall in connection with any Contract made pursuant to these conditions comply with the provisions of the General Data Protection Regulation (GDPR) (EU) 2016/679.
- 12.2 The Agency warrants that:
- 12.2.1 it will act only on instructions from the Client in relation to any processing of personal data (as defined by the GDPR) performed by the Agency on behalf of the Client where it forms part of the Services; and
- 12.2.2 it has in place appropriate security measures (both technical and organisational) against:
- (i) unlawful or unauthorised processing; and
 - (ii) loss or corruption, of personal data processed by the Agency on behalf of the Client.
- 12.3 The Client acknowledges that it remains the data controller for the purposes of this clause and shall be liable for, and shall indemnify (and keep indemnified) the agency in respect of any and all action, proceeding, liability, cost, claim, loss, expense (including reasonable legal fees and payments on a solicitor and client basis), or demand suffered or incurred by, awarded against, or agreed to be paid by, the Agency arising directly or in connection with:
- 12.3.1 any non-compliance by the Client with the GDPR or other applicable legislation; or

12.3.2 any personal data processing carried out by the Agency in accordance with the Client's instructions that infringe the GDPR or other applicable legislation.

13. Termination

- 13.1. The Contract may be terminated at any time by either party giving to the other at least 90 days' prior Written notice of termination.
- 13.2. The Agency will be entitled forthwith to terminate the Contract by notice in Writing to the Client if the Client:
- 13.2.1. fails to make any payment due to be made by the Client under the terms of the Contract within 7 days after the date on which the same falls due; and/or
 - 13.2.2. has provided information to the Agency which in the Agency's reasonable opinion, is false or misleading.
- 13.3. A party shall be entitled forthwith to terminate the Contract by notice in Writing to the other party if:
- 13.3.1. the other party commits any irremediable material breach of the Contract; or
 - 13.3.2. the other party commits any remediable breach of the Contract and fails to remedy such breach within the period of 21 days from the service on the other party of a notice from the first party specifying the breach and requiring it to be remedied; or
 - 13.3.3. a Court makes an administration order with respect to the other party or any composition in satisfaction of the debts of, or a scheme of arrangement of the affairs of, the other party or the other party undergoes any comparable procedure under the laws of any competent jurisdiction; or
 - 13.3.4. the other party enters into liquidation (not being a voluntary liquidation for the purposes only of reconstruction or amalgamation) or is declared insolvent or bankrupt or makes an assignment or other arrangement for the benefit of its creditors or has a receiver of its assets (or part of the assets), appointed, or undergoes any comparable procedure under the laws of any competent jurisdiction.
- 13.4. Any termination of the Contract will be without prejudice to any rights accrued in favour of either party in respect of any breach committed prior to the date of such termination by the other party, including, without limitation all monies outstanding in respect of invoices submitted by the Agency and any Charges and Expenses payable by the Client up to and including the date of termination of the Contract and in respect of which the Agency will be entitled to submit an invoice forthwith following the date of termination of the Contract.

14. General

- 14.1. Each Contract the Agency enters into with the Client is personal to the Client and the Client will not assign or transfer or purport to assign or transfer to any other person any of its rights or sub-contract any of its obligations under any Contract. The Agency may at any time assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights under the Contract and may subcontract or delegate in any manner any or all of its obligations under the Contract to any third party or agent.
- 14.2. Any notice required or permitted to be given by either party to the other under these Conditions must be in Writing and (in the case of notice sent by e-mail or facsimile, to be immediately confirmed by post to the Agency's registered office address where notice is given by the Client, or to such address as set out in any document which forms part of this Contract where notice is given by the Agency, or such other address as either party may specify from time to time by notice in Writing to the other party), and will be deemed effective when received

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- (in the case of delivery by hand) or when sent (in the case of delivery by facsimile or e-mail, subject to satisfactory evidence of sending) or two days after posting (in the case of first class prepaid post).
- 14.3. Each party acknowledges that, in entering into the Contract, it does not do so on the basis of, and does not rely on, any representation, warranty or other provision except as expressly provided in the Contract, and all conditions, warranties or other terms implied by statute or common law are excluded to the fullest extent permitted by law.
- 14.4. Failure or delay by the Agency in enforcing or partially enforcing any provision of the Contract will not be construed as a waiver of any of the Agency's rights under the Contract.
- 14.5. No waiver by the Agency of any breach of the Contract by the Client will be considered as a waiver of any subsequent breach of the same or any other provision.
- 14.6. If any provision of these Conditions (or part of any provision) is held by any competent authority to be invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed deleted, and the validity and enforceability of the other provisions of the Contract shall not be affected. If any invalid, unenforceable or illegal provision of the Contract would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.
- 14.7. The Contract is governed by and shall be construed in accordance with English law.
- 14.8. The Client irrevocably agrees for the Agency's exclusive benefit that the English Courts shall have exclusive jurisdiction in respect of any proceedings arising out of or in connection with the Contract and the Client irrevocably submit to the jurisdiction of the English Courts for such purposes.
- 14.9. Nothing contained in clause 14.8, shall limit the Agency's right to bring proceedings arising out of or in connection with the Contract in any other jurisdiction or jurisdictions whether concurrently or not.

All services such as Strategy, Medical Education, Branding, Advertising Campaigns, Connected Content, Digital Solutions and Marketing Consultancy work the agency provides is on the basis of these conditions, which governs your contract with bmore group limited.

bmore educated, bmore creative, bmore digital and bmore connected are divisions of bmore group limited and all services fall under our standard terms and conditions for bmore group limited.