

TERMS AND CONDITIONS

These Terms and Conditions are the standard terms of engagement from Bright Vines Communications Ltd t/ as Left and Right Consulting, a company Registered in England & Wales, No 10516654, whose registered office is at 3 The Rosery, Bourne End, England, SL8 5TB

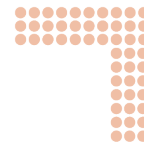
1. Definitions and Interpretation

1.1. In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

“Contract”	means these Terms and Conditions together with the terms of any applicable Proposal.
“Deliverables”	means any strategy, plans, content etc., we create for you as detailed in the Proposal.
"Fees"	means the price payable for Services
“Intellectual Property Rights”	means patents, rights to inventions, copyright and related rights, trademarks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), 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 exist now or in the future in any part of the world.
“Proposal”	means a Schedule of Work or similar document describing the services to be provided by us.
“Services”	means the services detailed in any Proposal provided by us.
“We/Us/Our”	means Bright Vines Communications Ltd. (Also includes employees, agents, representatives, and 3rd party suppliers)
“Writing”	includes electronic mail and comparable means of communication.
“You/Your”	means the person/company (including their employees, agents, or assigns) who purchases or receives the service(s)

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2. The Contract

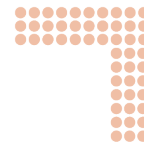
- 2.1. Any proposal given by us shall not constitute an offer and is only valid for three (3) months from its date of issue.
- 2.2. These terms & conditions and any proposal we provided constitute the entire Contract between you and us.
- 2.3. Previous dealings between the parties shall not vary or replace these terms or be deemed in any circumstances whatsoever to do so.
- 2.4. Marketing and other descriptive matter relating to services are illustrative only and do not form part of the Contract. You agree that, in placing an order, you have not relied on any representation or statement by us that is not set out in the Contract.
- 2.5. The Contract is considered to start when you have confirmed acceptance of our Proposal and these terms, and we have positively acknowledged your acceptance (start date). They will remain in force until terminated as per clause 7 or the work is completed in the case of ad-hoc services.
- 2.6. The parties agree to do everything necessary to ensure that the terms of this Contract take effect.
- 2.7. These terms & conditions apply to the Contract to the exclusion of any other terms you seek to impose or incorporate or which are implied by trade, custom, practice or course of dealing.
- 2.8. No addition, alteration, substitution or waiver of these terms and conditions will be valid unless expressly accepted in writing by us or a person authorised to sign on our behalf.

3. Supply of Services

- 3.1. Services specific to this Contract will be outlined in the Proposal accompanying these terms and conditions.
- 3.2. We'll provide and perform the services with a reasonable level of skill and care, which, as at the relevant time, would reasonably be expected from a skilled and experienced marketing specialist seeking in good faith to comply with its contractual obligations.
- 3.3. Any additional work or variations to the Services specified in the Proposal will only be undertaken upon acceptance of a separate agreement with all costs to be agreed by both parties in writing before work commences.
- 3.4. Any times or dates included in the Proposal for the provision or completion of the Services by us are estimates only and shall never be considered of the essence. Furthermore, the parties acknowledge that the schedule set out for the performance of the Services may change during said performance.
- 3.5. Where the Proposal allows for a reasonable level of access to us by email, messenger application, or telephone for counsel or support, what constitutes reasonable is at our sole discretion. Should this be exceeded, we may invite you to purchase additional time at our current applicable rate.
- 3.6. We will perform the Services using our staff, trusted Associates and sub-contractors. We remain responsible for the quality of any work carried out on our behalf by a third party.
- 3.7. If we, for any reason, such as illness or an emergency, cannot provide the services as agreed, we will inform you in the first instance and make reasonable efforts to reschedule at your convenience.
- 3.8. We cannot guarantee definitive results; however, we're committed to working with you to achieve positive outcomes.

4. Fees and Payment



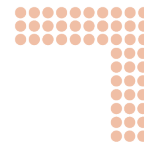


- 4.1. Prices and timings of payments specific to this Contract will be outlined in the Proposal accompanying these terms and conditions. This will include any advance or stage payments relevant to the Contract.
- 4.2. The price, as stated in the Contract, does not include value-added tax ("VAT"). Our VAT number is 340277224. All prices are in British pounds sterling.
- 4.3. Additional charges may be applied for travel, accommodation, and subsistence for meetings where travel is more than one hour from our location. The client is responsible for booking any meeting venue. All additional charges will be agreed upon with you in advance.
- 4.4. Any disbursements incurred during the carrying out of our services on your behalf will be added to your next invoice. No disbursements will be incurred without your prior approval.
- 4.5. We allow two (2) reasonable revisions for any Deliverables we create within the quoted fees. Further revisions may incur additional costs. If ANY revision request is deemed to deviate from the original specification of the project substantially, additional charges will apply.
- 4.6. Invoices are payable within seven (7) calendar days of the invoice date by bank transfer unless otherwise specified in the Proposal. Bank details are on the invoice. The time of payment of the price shall be of the essence of the Contract.
- 4.7. No payment shall be deemed to have been received until we have received cleared funds.
- 4.8. Any queries relating to an invoice must be received within seven (7) days from the date of the invoice. Until a query is resolved, you remain liable to pay the undisputed part of an invoice within the original timescale detailed on it.
- 4.9. We reserve the right to withhold the provision of any Deliverables created for you until payment has been made and received in full.
- 4.10. If payment of the price or any part thereof is not made by the due date, we may:
 - 4.10.1. Cancel the Contract or suspend any further provision of the services to you with immediate effect. Any such period of suspension shall be disregarded for contractual time limits previously agreed upon for the completion of the services,
 - 4.10.2. Exercise our statutory right to charge interest at 8% above the Bank of England base rate on late business debts under provisions in The Late Payments of Commercial Debts (Interest) Act 1998.
 - 4.10.3. Apply a charge of £10 (to cover administrative expenses and not as a penalty) per reminder for overdue payment submitted to you. We shall be entitled to submit such reminders weekly once the fees have become overdue.
 - 4.10.4. Charge you the costs of recovery of any outstanding amount, including legal fees and disbursements.

5. Links to Other Web Sites

- 5.1. During delivery of the Services and communications with you, we may use links to third-party websites or services that are not owned or controlled by us.
- 5.2. We have no control over and assume no responsibility for any third-party websites or services' content, privacy policies, or practices. You acknowledge and agree that we shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such content, goods or services available on or through any such websites or services.





5.3. You are strongly advised to read the terms and conditions and privacy policies of any third-party websites or services you visit.

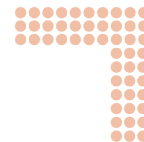
6. Client Responsibilities

- 6.1. You acknowledge that our ability to provide the services depends upon your full and prompt cooperation and the accuracy and completeness of any information and data you provide. Accordingly, you shall promptly provide us with access to and use of all information, data and documentation reasonably required by us for our performance of our obligations under the Contract.
- 6.2. You agree to follow our reasonable instructions and procedures concerning the services. You agree to provide us with all relevant information as requested before the project begins.
- 6.3. Briefing calls will be blocked booked in advance. Should you cancel or reschedule a call, we require one (1) working days' notice. If less than the required notice is given or you fail to attend a briefing call, we reserve the right to charge a fee at our prevailing rate.
- 6.4. If you cancel or postpone more than three briefing calls in a rolling six months, we reserve the right to terminate this Contract immediately.
- 6.5. No refund will be given for meetings or calls not attended.
- 6.6. The briefing calls aim to brainstorm and refine ideas for your marketing strategy and content. You are responsible for bringing ideas for discussion and collaborating in the development process. We aren't responsible for coming up with ideas though we may contribute ideas as we get to know your business in more depth.
- 6.7. Briefing calls may be in person or online, and you accept that switching from in-person to online may be necessary from time to time.
- 6.8. You warrant that you will obtain and maintain all necessary licenses and consents for the performance of the services.
- 6.9. You shall be responsible for signing off any Deliverables we create within 48 hours of us submitting any draft or proof.
- 6.10. Work shall be deemed to be completed if we do not receive any feedback from you for 14 days after submitting any draft or proof. Any amendments requested after this time will be charged at our standard rate.
- 6.11. We shall not be required to create any Deliverables which, in our opinion, is, or may be of, an illegal or libellous nature or an infringement of any third party's proprietary or other rights. You shall indemnify us in respect of any claims, costs and expenses arising from any libellous matter or any infringement of copyright, patent, design or other proprietary or personal rights in any copy created for you. The indemnity shall extend to any amounts paid on a solicitor's advice in the settlement of any claim.
- 6.12. You agree not to engage any of our Associates within one year of the Associate delivering services to you as part of this Contract.

7. Cancellation

- 7.1. We reserve the right to terminate the Contract with immediate effect in the event of any of the following:
 - 7.1.1. You pass a resolution for winding up (other than for solvent amalgamation or reconstruction), or a court of competent jurisdiction makes an order to that effect; or





7.1.2. You cease to carry on your business or substantially the whole of your business; or

7.1.3. Your financial position has deteriorated to such an extent that, in our opinion, your capability to fulfil your obligations under these Terms adequately has been placed in jeopardy.

7.2. If either Party breaches a material provision under this Contract and, in the case of a breach capable of being remedied, fails to remedy it within a reasonable time of being given written notice of the breach, the non-defaulting Party may terminate this Contract immediately and require the defaulting Party to indemnify the non-defaulting Party against all reasonable damages.

7.3. All notices of termination of the Contract should be submitted to the other Party in Writing.

8. Consequences of Termination

8.1. On termination of the Contract for any reason:

8.1.1. You shall immediately pay us all of our outstanding unpaid invoices and interest. Regarding services supplied but for which no invoice has yet been submitted, we shall submit an invoice, which shall be payable by you immediately upon receipt.

8.1.2. The accrued rights and remedies of the parties as at termination shall not be affected, 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

8.1.3. Clauses which expressly or by implication have effect after termination shall continue in full force and effect.

9. Intellectual Property

9.1. All products, creative works, plans for designs, unique campaign ideas, slogans, copy themes, preliminary sketches, layouts, copy, artwork, production services, and public and other marketing material (whether on paper, computer disk, by email or in some other digital format) created by us shall, upon you paying us in full for the relevant Deliverables, be your property, except to the extent that any intellectual property rights therein have been reserved by us or third parties we have engaged to provide content on your behalf.

9.2. You acknowledge that, in respect of any third-party Intellectual Property Rights for stock marketing materials, your use of any such Intellectual Property Rights is conditional on our obtaining a written licence from the relevant licensor on such terms as will entitle us to license such rights to you.

9.3. You acknowledge that in respect of any third-party Intellectual Property Rights for created works, including but not limited to bespoke photography, videography, and artwork, you are responsible for negotiating with the third Party on any transfer of copyright should you require it.

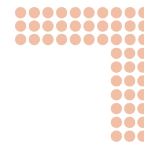
9.4. We will have the right to cite you as one of our customers, list the logo for that purpose, and share materials as evidence of created work if they are or have been in the public domain and do not breach the confidentiality clauses of this Contract.

10. Liability

10.1. We will always do our very best, within the boundaries of the work, to provide advice and guidance that will benefit your business. However, you are responsible for the final approval of the Deliverables and ensuring that the work we deliver is fit for purpose.

10.2. Since this is outside of our control, we cannot guarantee the work of marketing agencies, your employees, or third parties contracted directly by you.





- 10.3. Nothing in this Contract shall exclude or limit either Party's liability for death or personal injury resulting from the negligence of that Party or their employees, agents or associates, for fraudulent misrepresentation or concealment or for any other liability that cannot be in any way excluded or limited at law.
- 10.4. Except as otherwise expressly provided in the Contract, our liability to you shall be limited to the value of any fees paid under the Contract; however, we shall not be liable for any economic losses (including, without limitation, any loss of profits, business, contracts, goodwill, revenue or anticipated savings) or any special, indirect or consequential losses or any destruction of data.
- 10.5. When providing the Services, we use information gathered from various sources (including market participants and information in the public domain) that has not been subject to independent verification by us. Whilst we consider that the information supplied from our sources is accurate, no warranty can be given as to the accuracy of the same, and we shall, subject to clause 10.3, not be responsible for any errors or liabilities arising or losses suffered by you where such information is incorrect or inaccurate.
- 10.6. These exclusions and limitations apply to every claim related to this agreement, not just claims for breach of Contract.
- 10.7. This indemnification will survive the termination of this Contract.

11. Events Outside of Our Control (Force Majeure)

- 11.1. We shall not be liable for any delay or failure to perform any obligations if the delay or failure results from events or circumstances outside our reasonable control. These include, but are not limited to, acts of God, power failure, internet service provider failure, industrial action, war, fire, explosion, terrorism, governmental action, epidemic, pandemic or other natural disasters, or any other event that is beyond our control. We shall be entitled to a reasonable extension of our obligations. If the delay persists for such time as we consider unreasonable, we may, without liability on our part, terminate the Contract.

12. Communication, Complaints and Contact Details

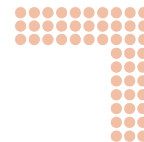
- 12.1. We are committed to delivering results for our clients with high-quality service. If you would like to discuss how the service could be improved or if you are dissatisfied with the service you are receiving, please let us know by emailing sarah@leftandrightconsulting.co.uk or by phone at 07970 910107.

13. Exclusivity

- 13.1. Exclusivity is not guaranteed as we treat each business or organisation in a bespoke and confidential fashion – unless we deem it to be unworkable, and this will be our decision. Every business is different, as the people in every business are unique.
- 13.2. We are willing to sign Non- Disclosure Agreements when relevant.
- 13.3. If you wish to discuss an exclusive contract with us on a retainer basis, a premium would be attached to the Fees, as this would restrict us from obtaining work from a similar business within a specified geographical radius.
- 13.4. As a courtesy, we will check with you before accepting work from a company whose products or services could be considered a direct and substantial competitive overlap.
- 13.5. We will not terminate the Contract of an existing client to meet the needs of a new client.

14. Confidentiality





- 14.1. In the absence of a separate non-disclosure agreement, this clause applies.
- 14.2. Confidential Information (the “Confidential Information”) refers to any data or information relating to your business which would reasonably be considered to be proprietary to you, including, but not limited to, output materials, business processes and client information and that is not generally known in your industry and where the release of that Confidential Information could reasonably be expected to cause the Client harm.
- 14.3. All written and oral information and material you disclose or provide to us under this agreement is Confidential Information regardless of whether it was provided before or after the date of this agreement or how it was provided.
- 14.4. All our Associates sign a Confidentiality Agreement and are subject to this clause and clause 15 below.
- 14.5. On the conclusion or termination of the Contract, both parties shall cease to use all copies of confidential information obtained from the other except in so far as the law requires the information to be retained. In this event, it shall be kept until the such period is over and, in any event, kept strictly confidential under the provisions of this clause.

15. Data Protection

- 15.1. ‘Data Protection Legislation’ refers to the Data Protection Act 2018 and any secondary legislation in England and Wales relating to the processing of personal data and the privacy of electronic communications, as amended, replaced or updated from time to time.
- 15.2. All personal information that we may collect (including, but not limited to, your name, postal address, email address and telephone number) will be collected, used and held under the provisions of data protection legislation as defined above.
- 15.3. Our privacy policy sets out how we collect, use, and store personal information.
- 15.4. In certain circumstances, and with your consent, we may pass your personal information to credit reference agencies. These agencies are also bound by the data protection legislation defined above and should use and hold personal information accordingly.
- 15.5. We will not pass on your personal information to any other third parties for marketing purposes without your consent.
- 15.6. We reserve the right to mention you for promotional activity, training, or any other business purpose. As stated above, we will not disclose any confidential information.
- 15.7. We are registered with the Information Commissioners Office, reference ZA686509.
- 15.8. Where some aspects of delivering marketing services require handling third-party client data such as customer, partner or supplier information, you are the data controller, and we are the data processor. The following will apply:

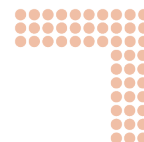
15.8.1. Subject matter of processing

The subject matter of the processing under this Contract will or may be contact and details data and demographic data of customers of the controller.

15.8.2. Duration of processing

The data will be processed or erased per the controller’s instruction. Unless instructed otherwise, the processor will cease processing any personal data and erase it after six years, after which they may be destroyed without further notice.





15.8.3. Nature and purpose of the processing

The nature and purpose of the processing are for the controller to receive support from the processor concerning Marketing Services from the processor.

The processing will be limited to such matters, conducted electronically and by hard copy information.

15.8.4. The categories of data subjects and types of personal data

The categories of data subjects will include those recorded on the controller's email manager, CRM, and other such systems.

The type of personal data will include, where appropriate, names, email addresses, contact details and phone numbers.

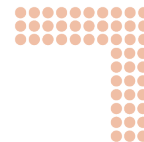
15.8.5. Obligations of Processor

The processor will:

- Only process personal data on the controller's documented instructions, including with transfer of personal data to a third country or an international organisation, unless required by union or member state law to which the processor is subject. In such a case, the processor shall inform the controller of that legal requirement before processing unless that law prohibits such information on important public interest grounds.
- Ensure that persons authorised to process the personal data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.
- Take all measures required to implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk to such data, including, where applicable, the use of pseudonymisation/encryption of personal data; the ability to ensure the ongoing confidentiality, integrity, availability, and resilience of processing systems and services; the ability to restore the availability and access to personal data promptly in the event of a physical, or technical incident; a process for regularly testing, assessing, and evaluation, the effectiveness of technical and organisational measures for ensuring the security of the processing.
- Not engage a sub-processor without prior specific or general written authorisation from the controller. Where the processor engages a sub-processor, the processor will place on the sub-processor the same obligations placed upon the processor by this Contract.
- Shall assist the controller in fulfilling its obligation to respond to requests for exercising the data subject's rights.
- Assist the controller in ensuring compliance with data protection legislation around the security of personal data, considering the nature of processing and the information available to the processor.
- At the choice of the controller, delete or return all the personal data to the controller after the provision of the services relating to processing, and delete existing copies unless the law requires the storage of the personal data.
- Make available to the controller all the information necessary to demonstrate compliance with our obligations as a processor and allow for and contribute to audits, including inspections conducted by the controller or another auditor mandated by the controller.

16. Other Important Terms





- 16.1.If any of the provisions of the Contract are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Contract.
- 16.2.The Contract between you and us for the sale of services shall not be assigned or transferred, nor the performance of any obligation sub-contracted, in either case by you, without our prior written consent.
- 16.3.No failure or delay by us in exercising any of our rights under this Contract means that we have waived that right, and no waiver by us of a breach of any provision of this Contract means that we will waive any subsequent breach of the same or any other provision.
- 16.4.Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, nor constitute either Party, the agent of another party for any purpose. Neither Party shall have authority to act as agent for, or to bind, the other Party in any way
- 16.5.A person who is not a party to the Contract shall have no rights per the Contract under the Contracts (Rights of Third Parties) Act 1999

17. Governing Law and Jurisdiction

- 17.1.This Contract shall be governed by and construed under the laws of England & Wales, whose courts shall have sole jurisdiction concerning all matters arising.

