

Standard Terms & Conditions

BLABBERMOUTH STANDARD TERMS & CONDITIONS

Version 1.0 – 9/9/2026

These Standard Terms & Conditions ("Terms") apply to services provided by Blabbermouth Limited ("Blabbermouth") to the client identified in the applicable Retained Marketing Services Agreement ("Client").

These Terms form part of the agreement between Blabbermouth and the Client ("Agreement").

1. SERVICES AND CLIENT RESPONSIBILITIES

1.1 Blabbermouth will provide the agreed services ("Services") with reasonable skill and care.

1.2 The Client will provide in a timely manner all information, access, instructions, approvals, personnel and materials reasonably required for Blabbermouth to provide the Services.

1.3 Blabbermouth may rely upon information supplied or approved by the Client unless it is manifestly incorrect.

1.4 The Client is responsible for the accuracy and legality of information, technical statements, product claims, pricing and other factual material it supplies or specifically approves.

1.5 Where Client delay, lack of instruction, failure to provide information or failure to approve activity affects delivery:

- a. relevant timescales may be adjusted;
- b. Blabbermouth will not be responsible for resulting delay; and
- c. the Retainer remains payable.

2. APPROVALS AND CHANGES

2.1 Blabbermouth may rely upon written instructions and approvals from the Client's authorised representatives.

2.2 Written approval includes email and other agreed written communication platforms.

2.3 Approval of copy, artwork, campaigns, budgets, specifications or other materials constitutes authority for Blabbermouth to proceed on that basis.

2.4 The Client may ask Blabbermouth to amend, halt, cancel or redirect individual activity. Blabbermouth will use reasonable endeavours to do so, subject to work already undertaken, available retained resource and commitments made to third parties.

2.5 Amendment or cancellation of activity does not reduce the Retainer or otherwise alter the Client's wider contractual commitments.

2.6 The Client remains responsible for approved third-party costs that become unavoidable or non-recoverable following a Client amendment or cancellation. Blabbermouth will take reasonable steps to mitigate avoidable supplier costs.

3. SCOPE

3.1 Activities may be reprioritised during the engagement within the agreed retained resource.

3.2 Where a Client request represents a material increase or change in scope which cannot reasonably be accommodated within the retained resource, any resulting additional fee will be discussed and agreed before the additional work is undertaken.

3.3 Material overseas travel or overseas supervision not included in the agreed scope may be subject to separately agreed fees and expenses.

4. THIRD-PARTY SUPPLIERS AND EXPENSES

4.1 Third-party expenditure is separate from the Retainer.

4.2 This may include advertising, paid media, sponsorship, printing, merchandise, photography, video, venues, events, research, technology, software, specialist professional services, travel and other externally purchased goods or services.

4.3 Blabbermouth will not materially commit third-party expenditure without Client approval or an agreed approved budget.

4.4 Where Blabbermouth becomes liable to a supplier for Client activity, Blabbermouth may require cleared funds from the Client before committing to or paying that supplier.

4.5 Blabbermouth finances its own business operations but does not provide funding or credit for expenditure incurred on behalf of clients.

4.6 The handling charge specified in the Client Agreement applies where Blabbermouth sources, commissions, contracts with, administers or manages a third-party supplier.

5. PAYMENT

5.1 Retainer invoices are payable in accordance with the Client Agreement.

5.2 Third-party and other expenditure may be invoiced on shorter terms where necessary to ensure that Blabbermouth receives funds before becoming liable to a supplier.

5.3 All sums due to Blabbermouth must be paid in full without set-off, counterclaim, deduction or withholding except:

- a. where required by law; or

b. in relation to an amount agreed in writing by the Parties or finally determined by a court of competent jurisdiction.

5.4 The existence of a disputed claim does not entitle the Client to withhold other undisputed amounts.

5.5 If an undisputed amount remains unpaid after its due date, Blabbermouth may charge statutory interest, compensation and reasonable recovery costs to the extent available under the Late Payment of Commercial Debts (Interest) Act 1998 or successor legislation.

5.6 If an undisputed invoice remains unpaid, Blabbermouth may give written notice requiring payment. If payment is not received within seven days of that notice, Blabbermouth may suspend Services until overdue sums are paid.

5.7 Suspension for non-payment does not reduce the Retainer, extend the term or notice period, or relieve the Client of payment obligations.

5.8 If an invoice remains unpaid for 60 days after its due date, Blabbermouth may terminate the Agreement by written notice without prejudice to its accrued rights.

6. TERMINATION FOR BREACH

6.1 Either Party may terminate the Agreement if the other:

a. commits a material breach which is capable of remedy and fails to remedy it within 14 days after written notice;

b. commits a material breach incapable of remedy;

c. becomes insolvent, enters administration or liquidation, ceases trading or is unable to pay its debts as they fall due; or

d. commits fraud or serious unlawful conduct materially affecting the Agreement.

6.2 Termination does not affect rights or liabilities which have accrued before termination.

6.3 Nothing in this clause creates an additional right for the Client to terminate for convenience during the Initial Term, a Renewal Term or notice period.

7. INTELLECTUAL PROPERTY

7.1 Each Party retains ownership of intellectual property owned by it before the engagement.

7.2 Blabbermouth retains ownership of its pre-existing and generally applicable methodologies, processes, frameworks, concepts, know-how, templates, tools, systems and reusable materials ("Background IP").

7.3 Ownership of bespoke final Client materials is dealt with in the signed Client Agreement.

7.4 Where Background IP is incorporated into final Client material, Blabbermouth grants the Client a perpetual, non-exclusive, royalty-free licence to use that Background IP to the extent reasonably necessary to use the final material.

7.5 Third-party materials remain subject to their applicable licences. These may include stock imagery, photography, video, music, fonts, software, platforms and other licensed assets.

7.6 Blabbermouth will obtain appropriate rights in bespoke work commissioned from subcontractors so that the Client can receive the rights promised under the Client Agreement.

7.7 Unless expressly agreed otherwise, editable working files, development files, unused concepts and internal production materials are not included within final deliverables.

7.8 Blabbermouth may retain copies of completed work for its records and may display publicly released Client work in its portfolio, credentials and award submissions unless otherwise agreed.

8. SUBCONTRACTORS

8.1 Blabbermouth may use employees, freelancers, specialist consultants, contractors and subcontractors to deliver the Services.

8.2 Blabbermouth remains responsible for performance of its obligations under the Agreement irrespective of the resource model used.

8.3 No direct contractual relationship is created between the Client and any Blabbermouth employee, freelancer or subcontractor.

9. CONFIDENTIALITY AND DATA

9.1 Each Party will keep confidential information received from the other confidential and will use it only for purposes connected with the Agreement.

9.2 Confidential information may be disclosed to employees, contractors, subcontractors and professional advisers who reasonably require it and who are subject to appropriate confidentiality obligations.

9.3 Confidentiality obligations do not apply to information which:

a. is lawfully public;

b. was already lawfully known;

c. is lawfully obtained independently;

d. is independently developed; or

e. must be disclosed by law.

9.4 Each Party will comply with applicable UK data protection law.

9.5 Where Blabbermouth acts as a processor of personal data on behalf of the Client, the Blabbermouth Data Processing Addendum applies.

10. LIABILITY

10.1 Nothing in the Agreement excludes or limits liability which cannot lawfully be excluded or limited, including liability for death or personal injury resulting from negligence, fraud or fraudulent misrepresentation.

10.2 Subject to clause 10.1, Blabbermouth will not be liable for:

- a. indirect or consequential loss;
- b. loss of profit, revenue, business, opportunity, anticipated savings or goodwill;
- c. loss arising solely because the Client elects not to implement or use work provided;
- d. loss arising from inaccurate or incomplete information provided or approved by the Client;
- e. acts or omissions of independent third parties outside Blabbermouth's reasonable control; or
- f. changes made to Blabbermouth's work by the Client or another party without Blabbermouth's approval.

10.3 Blabbermouth will not be liable solely because a particular anticipated or desired commercial or marketing outcome is not achieved where the Services have otherwise been performed with reasonable skill and care.

10.4 Subject to clause 10.1, Blabbermouth's total aggregate liability arising out of or in connection with the Agreement, whether in contract, tort including negligence, misrepresentation or otherwise, will not exceed **100% of the Service Fees paid or payable to Blabbermouth during the 12 months immediately preceding the event giving rise to the claim.**

Where the Agreement has been in force for less than 12 months, the cap will equal the Service Fees paid or payable during the period it has been in force.

10.5 "Service Fees" exclude VAT, media spend, advertising spend, third-party supplier costs and other disbursements.

10.6 The Client's obligation to pay agreed fees and supplier costs is not limited by this clause.

11. CLIENT MATERIALS AND INSTRUCTIONS

11.1 The Client warrants that it has the rights and permissions required to provide materials to Blabbermouth for use in the Services.

11.2 The Client will indemnify Blabbermouth against third-party claims, liabilities, losses and reasonable costs arising directly from:

- a. Client-supplied material infringing third-party intellectual property rights;
- b. inaccurate, unlawful or misleading information supplied by the Client;
- c. statements or representations specifically required or approved by the Client contrary to Blabbermouth's written advice; or
- d. Blabbermouth lawfully following a specific written Client instruction.

11.3 This indemnity does not apply to the extent that the relevant loss results from Blabbermouth's own negligence, breach or unlawful act.

12. HANDOVER

12.1 Following termination and payment of all sums properly due, Blabbermouth will provide reasonable assistance to facilitate an orderly handover of relevant Client work.

12.2 Where practicable, Blabbermouth will assist with transfer of relevant third-party arrangements specifically entered into for the Client, subject to third-party consent, applicable contractual restrictions and payment of associated costs.

12.3 Blabbermouth is not required to transfer its own internal systems, Background IP, shared software, non-transferable licences or third-party assets which cannot lawfully or contractually be transferred.

13. NON-SOLICITATION

During the Agreement and for 12 months following its termination, neither Party will knowingly solicit for employment or direct engagement an employee or individual contractor of the other Party who has been materially involved in providing or receiving the Services.

14. ASSIGNMENT

14.1 Neither Party may assign or transfer the Agreement without the other's prior written consent, such consent not to be unreasonably withheld or delayed.

14.2 Either Party may assign the Agreement to:

- a. another company within its corporate group; or

b. a purchaser or successor of all or substantially all of the relevant business,

provided that the assignee is capable of performing the assigning Party's obligations.

The Agreement and any dispute or claim arising from it are governed by the laws of England and Wales and subject to the exclusive jurisdiction of the courts of England and Wales.

15. FORCE MAJEURE

15.1 Neither Party will be liable for failure or delay caused by circumstances beyond its reasonable control, including natural disaster, flood, fire, epidemic or pandemic, war, terrorism, civil disorder, governmental action, widespread infrastructure or communications failure or comparable events.

15.2 The affected Party will notify the other as soon as reasonably practicable, take reasonable steps to mitigate the effect and resume performance as soon as reasonably practicable.

15.3 Force majeure does not excuse payment of sums already due or approved supplier liabilities already committed.

16. GENERAL

16.1 Blabbermouth acts as an independent contractor. Nothing creates a partnership, joint venture, employment or fiduciary relationship.

16.2 No variation to the Agreement is effective unless agreed in writing by authorised representatives of both Parties. Routine reprioritisation of activity within retained resource is not a contractual variation.

16.3 Failure to enforce a right does not waive that right.

16.4 If a provision is invalid or unenforceable, it will be modified to the minimum extent necessary or, if that is not possible, deleted without affecting the remaining provisions.

16.5 A person who is not a Party has no right to enforce the Agreement under the Contracts (Rights of Third Parties) Act 1999.

16.6 The Client Agreement, these Terms, any applicable Data Processing Addendum and incorporated Proposal constitute the entire agreement between the Parties. Neither Party relies upon a statement not contained in those documents, except that nothing limits liability for fraud or fraudulent misrepresentation.

16.7 Terms contained in a Client purchase order, procurement portal or other Client document do not amend the Agreement unless Blabbermouth expressly agrees to them in writing.

16.8 These Terms are the version identified in the Client Agreement. Any later version published by Blabbermouth does not automatically amend an existing Agreement.

17. GOVERNING LAW AND JURISDICTION