

Please read these Terms and Conditions thoroughly as they are legally binding. They govern our contractual relationship and supersede all previous representations, understandings and agreements between us. Once you have read these Terms and Conditions please sign them in the space provided below and return them to me. You should keep a copy of these Terms and Conditions for your records.

In these Terms and Conditions:

"I", "me" and "my" means Al Hidden, copywriter, of 7 Lyefield Road East, Charlton Kings, Cheltenham GL53 8BA;

"You" and "your" means the client to whom I shall provide my copywriting services, whose name is set out in full in any accompanying quotation.

## **1. OUR CONTRACT**

Prior to commencing work, you shall provide me with written instructions indicating the work to be undertaken, budget and any deadline. I shall start work for you when I write to you to acknowledge receipt and acceptance of your written instructions. This shall constitute a binding contract between us. All work is done on the understanding that you have read and accept my Terms and Conditions and that you accept that they shall take precedence over any other terms and conditions, express or implied, regardless of whether it is your usual practice to enter into similar contracts under your own terms and conditions.

## **2. BRIEFING**

Prior to commencing work, I require a written brief from you with sufficient detail to enable me to understand your requirements and do the work that you require. If you do not provide this at the time you instruct me, I shall produce a written brief with my understanding of what you have requested. In this case you accept responsibility for any ambiguity and for any additional costs incurred by me in re-writing the copy as a result. I shall not be liable for any errors or omissions in copy produced owing to errors and omissions in the written brief, whether produced by you or me. If you change the brief after I have started work, you will inform me in writing as soon as possible. I reserve the right to revise my quotation in the event that you change the brief.

## **3. SERVICES PROVIDED**

In consideration for the payment by you of my Fee in accordance with clause 5 below, I shall provide you with copywriting and associated data research services ("the Services"). I shall provide the Services in a professional manner by the agreed deadline. I will prepare up to 3 drafts in total within my initial quotation. Any further drafts will be charged at £35 per hour. All required revisions must be notified to me within fifteen days of receiving copy.

If, after sixty days following delivery of the first draft, subsequent amendments have not reached the third or, as the case may be, final draft, I reserve the right to charge you my Fee, as detailed in clause 5 below. Any further drafts after the sixty day period has elapsed will be charged at £35 per hour.

## **4. MY GUARANTEE**

It is my intention to provide the Services using all reasonable care and skill. If you see a draft and feel that the work I have done for you is not suitable for your purposes, you must inform me in writing immediately so I can do everything possible to resolve your concerns.

If, provided you have given me Fair Opportunity to resolve your concerns and provided your dissatisfaction is not attributable to any error or omission in the written brief, whether produced by you or me, you still feel I have failed to deliver work to the required standard when assessed against the requirements of your brief, you may terminate our contract (in writing) with no payment being due and any advance payment will be returned to you. This will be done entirely without prejudice, and no liability or admission of failure or inability to complete the contract on my part is implied. In this paragraph "Fair Opportunity" shall mean working with me in genuine collaboration on at least three extra drafts after writing to me about your concerns.

## **5. MY FEE AND PAYMENT TERMS**

In consideration for the provision by me of the Services, you agree to pay such fee as I may from time-to-time inform you I require, which shall be exclusive of VAT ("my Fee"). My Fee shall be recorded in writing in my quotation (but may be revised thereafter in accordance with clause 2). My quotation may be on an hourly, daily or job basis. Where we have not previously worked together or for any other reason I may at my discretion ask you to pay up to 50% of my Fee in advance of starting work, the balance falling due immediately I start work for you, being invoiced on or after starting work and payable within 14 days. Any other costs incurred will be agreed between us in advance.

You must pay my Fee by cheque to the payee and address specified on my invoice unless we have agreed that you will pay directly into my account by BACS and you or your accounts department have obtained from me the details required to do this. The existence in your organisation of any extended payment practice for accounts payable will in no way alter your obligation to pay me on the due date shown on my invoice.

Save for your rights under the guarantee in clause 4 above, you have no right to withhold or reduce payment based on any critical assessment of the work I do for you and you recognise my right to pursue full payment if you should for any reason decide to do this. No reduction in my Fee will be due if for any reason you decide to prematurely terminate our contract. In such circumstances, my Fee shall immediately fall due for payment (if not already due) and any credit term stated on my invoice shall be cancelled with immediate effect.

You accept that if I do not receive payment on the due date I reserve the right to charge interest on all sums outstanding at the rate of 4% above the base rate for the time being of The Bank of England, and to claim all associated costs, expenses and damages from you.

## **6. TERMINATION**

Notwithstanding your ability to terminate our contract pursuant to clause 4, either of us may terminate our contract by giving not less than 7 days' written notice to the other. If you terminate our contract under this clause, all sums from time-to-time owing to me from you shall become immediately due and payable and in particular you shall pay my Fee in full without deduction or set-off of any kind, regardless of whether I have provided the Services to you.

In the event of termination howsoever arising, you shall be solely responsible for any losses, costs or damages suffered by you or any third party as a result of any delay caused to your business or any third party and you agree to indemnify me accordingly. Furthermore, you will not use for any purpose whatsoever any material contained in any drafts that I have written for you. I shall retain the copyright on the draft material and have the right to use it as I see fit.

## **7. CAPACITY**

By providing written instructions to me, you warrant that you (and, where appropriate, your agents and employees) have the power and authority to create the contract between us (on your behalf, where appropriate). In every case my contract is with you and not your individual agents and/or employees.

## **8. COPYRIGHT**

I own all copyright and intellectual property rights in all copy (meaning all words and/or phrases and/or content) produced until I have received payment of my Fee and all associated costs from you. You shall have no rights in any copy produced prior to making full payment. Once payment has been received in full, I shall grant you a perpetual licence to use all copy produced for the purpose it was produced. For the avoidance of doubt, you do not have the right to use copy for any unauthorised purposes nor to sub-licence the copy to any third party.

You acknowledge that all sample copy provided to you or viewed by you is copyright the commissioning organisation or myself. You may not copy or adapt any material save for presentation to demonstrate to a client or co-worker the nature of my work with a view to gaining approval to commission me.

You accept that if you supply me with somebody else's copy as a guide to your requirements I shall make reasonable efforts to ensure that any draft copy I produce does not breach the owner's copyright. Notwithstanding this, you shall indemnify me against any action (including all costs, liabilities, damages and expenses) arising directly or indirectly from my use of this copy as reference material.

As part of my brief, you may request that I view draft copy written by you or for you by a third party. If you send me such draft material, you affirm that you are the copyright holder or that you have the copyright holder's authorisation to allow all or part of such draft material to form a part of the new copyright work that I shall create for you. Under these circumstances you will indemnify me against any claim arising from any subsequent suggestion that the new work I have created breaches any existing copyright.

If you pass information to me as part of the work you wish me to do for you, or for an organisation that is your client, I shall sign any legal non-disclosure agreement that you present in good faith. However, you will indemnify me against any action (including all costs, liabilities, damages and expenses) whatsoever by you or your client resulting from the accidental disclosure or loss of the information.

You agree to indemnify me against all costs, expenses, damages and losses I may suffer as a result of breach by you of this clause.

## **9. COLLABORATION**

When you contract with me to do work for you, you acknowledge that I may, from time to time, engage other competent professionals to help me deliver the agreed work. In such cases, I undertake to review and amend the work and to ensure that the quality of the work is consistent with my having written it in its entirety myself.

## **10. LIABILITY**

While I take all reasonable steps to perform my obligations under these Terms and Conditions, my liability to you for breach of these Terms and Conditions (whether by me, my agents, employees or any third party) is excluded to the fullest extent permitted by law. You will indemnify me against any costs, liabilities, damages, expenses or losses incurred as a result of civil claims or proceedings brought against me based on any work prepared for you and approved by you before publication.

## **11. ERRORS AND LITERALS**

While I shall try to ensure that copy is free of spelling mistakes and other literals, you accept that early drafts may contain such errors. I shall do everything reasonably possible to ensure that these are removed before presenting the final draft to you. Notwithstanding this, you accept that responsibility for errors and literals rests with you and agree to

indemnify me against any costs incurred as a result of such errors appearing in the final published form of any material in which you use the work I have done, whether or not the errors appeared in any draft supplied by me.

**12. IF I WORK DIRECTLY FOR ONE OF YOUR CLIENTS**

If you represent any other organisation or agency and wish me to do work for one of your clients, but wish me to contract directly with that client, then a contract will exist between your client and me governed by these Terms and Conditions. You acknowledge my right to conduct business with that client without reference to you and that no compensation or commission of any kind will be payable.

**13. GOVERNING LAW**

These Terms and Conditions shall be governed by English law and we submit to the exclusive jurisdiction of the English Courts. You may not assign your rights and/or obligations under these Terms and Conditions without my written consent.

**14. NO VARIATION**

No variation of these Terms and Conditions shall be valid unless in writing and signed by both of us.

Signed by you: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

For and  
On behalf of: \_\_\_\_\_ (Organisation)

Date: \_\_\_\_\_