



## COPYWRITING TERMS AND CONDITIONS

The estimate and any subsequent contract entered into will be subject exclusively to the Terms & Conditions as set out below. Acceptance of an estimate and commission by the Copywriter is acceptance of the below.

### 1. DEFINITIONS

For the purpose of this agreement "the Agency" and "the Advertiser" shall, where the context so admits, include their respective assignees, sub-licensees and successors in title. In cases where the Copywriter's agency is a direct agency (i.e. with no agency or intermediary), all references in this agreement to both "the Agency" and "the Advertiser" shall be interpreted as references to the Copywriter's agency.

### 2. CONTRACT AND COMMENCEMENT OF WORK

(a) A job is confirmed when the Copywriter receives an e-mail from the Agency stating that they are commissioning the work. If the Agency is contracting with the Copywriter on behalf of any group of individuals other than themselves alone, or on behalf of a company, the Agency warrants that they are authorised to enter into a contract on behalf of that group of individuals or company.

(b) If the Agency chooses not to provide a detailed, written brief for the work to be undertaken and relies instead on a verbal or vague briefing, the Agency accepts that this brief by its very nature may contain ambiguities which may be reflected in the resulting creative work. The Agency accepts responsibility for this ambiguity and for any additional costs incurred in re-writing the copy accordingly. If the Agency changes the brief after work has commenced, they will inform the Copywriter as soon as possible. The Copywriter then reserves the right to adjust the quote to reflect the change of brief.

### 3. COPYRIGHT

(a) Unless agreed otherwise, in writing, the entire copyright of the words and/or phrases created for you is retained by the Copywriter at all times throughout the world.

(b) The Copywriter supplies the creative and artistic ability to illustrate an idea or entity with words and/or phrases, and sells the right to reproduce those words and/or phrases in a given context. No property or copyright in any words or phrases shall pass to the Agency whether on their submission, or on The Copywriter's grant of reproduction rights in respect thereof.

(c) Any reproduction rights granted are by way of licence and no partial or other assignment of copyright shall be implied.

### 4. USE

(a) The licence to use comes into effect from the date of payment of the relevant invoice(s). No use may be made of the work before payment in full of the relevant invoice(s) without the Copywriter's express permission. Any given for prior use will automatically be revoked if full

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payment is not made by the due date or if the Agency is put into receivership or liquidation.

(b) The copywriter grants the Agency permission to use their words for free after the Agency has paid for them. But only in the publications or websites for which they were commissioned. The Copywriter reserves their economic rights – i.e. the right to charge the Agency additional fees for use of work in publications, adverts and websites for which the Copywriter did not write them, or publications the Agency did not inform the Copywriter that they were for. This means that if the Copywriter writes the Agency a brochure, the Agency must inform the Copywriter if they also wish to use those words in a paid advertisement or on a website. While further charges may not apply, the Copywriter reserves the right to determine further costs.

(c) Reproduction rights granted are personal to the Agency and may not be assigned, nor may any words written by the Copywriter be loaned or transferred to third parties, save for the purpose of the exercise by the Agency of such reproduction rights.

## 5. PROCESS & TIMESCALE

(a) The Copywriter will produce an estimate of charges to deliver copy to your requirements based on the information you have supplied. The Copywriter reserves the right to amend this fee if your requirements change.

(b) The Copywriter will produce a first draft in the timescale agreed. The Copywriter will expect amendments/revisions on a first draft within one week of the Agency receiving the first draft.

(c) The Copywriter will write up to three (3) drafts in total within the initial estimate of charges.

(d) The Copywriter and Agency may negotiate a longer time length, but if after thirty (30) days following delivery of the first draft, subsequent amendments have not reached the third or final draft, the Copywriter reserves the right to charge the Agency 75% of the total quoted amount.

(e) If after sixty (60) days following delivery of the first draft, subsequent amendments have not reached the third or final draft, the Copywriter reserves the right to charge the Agency 100% of the total cost of the total quoted amount, less any amount already paid under 5(d).

(f) Subsequent amendments after either

i) the third or final draft is delivered

or

ii) sixty (60) days from the date of the first draft delivery has passed

whichever is sooner, will be charged at £80 per hour.

## 6. TRAVEL AND EXPENSES

(a) The majority of work is conducted via email or over the phone, however if the Agency is not based within 10 miles of the Copywriter's local area and a meeting is required, the Agency is responsible for any relevant costs of travel, hotel, food, car rental, or any other necessary expenses.

(b) If commissioned work requires travel to a location more than 10 miles from the Copywriter's local area, then all costs for travel, hotel, food, any necessary car rental plus any other related expenses must be paid directly by the client.

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## 7. PAYMENT

(a) The payment terms for the first time working with a new Agency are 50% prepayment, due by return, on date of invoice, with the remaining 50% falling due fourteen (14) calendar days from date of invoice.

(b) The payment terms for repeat clients is fourteen (14) days from date of invoice. If the quote for work exceeds £999 (nine-hundred and ninety-nine pounds sterling), a 50% prepayment is due by return, on date of invoice. The remaining 50% will fall due fourteen (14) calendar days from date of invoice.

(c) Payment may be made by cheque made payable to "Anna Burn" or by automated credit transfer (BACS). BACS details will be stated on the invoice. Proof of postage of cheques is not considered proof of receipt. Payment is also accepted via Paypal. The Agency is liable for any charges incurred as a result of delivery or transfer of payment.

(d) If the above terms cause the Agency a problem, the Agency must contact the Copywriter immediately. Any negotiation of payment terms is at the sole discretion of the Copywriter.

(e) If payment of the invoice is not made, in full, by the due date, the Copywriter reserves the right to charge interest at the rate prescribed by the Late Payment of Commercial Debt (Interest) Act 1998 from the date payment was due until the date payment is made. Any additional unpaid invoices issued to the Agency will become due with immediate effect, even if the respective invoice due dates have not yet been reached. The Copywriter may consider these invoices as overdue when pursuing legal action for the recovery of said debts.

(f) The Copywriter reserves the right to suspend ongoing services and also reserves the right to inform the reason of this to third parties to whom this suspension of service affects, ie designer, PR agency, marketing company, partners, stakeholders etc.

## 8. REJECTION

(a) Unless a rejection fee has been agreed in advance, there is no right to reject on the basis of style, composition, editing or the Copywriter's interpretation of the Agency's needs, amendments or circumstances. The Agency commissions The Copywriter based on the style and examples shown on their website or previous work. Copywriting is a joint effort between the Agency and the Copywriter, therefore if the Agency requests a first draft and then subsequently decides they do not wish to use the Copywriter, or decides at any stage that they will finish the work themselves or by using another copywriter, the Copywriter will charge the Agency the full cost (100%) of their estimate. Payment terms noted in paragraph 7(a)(b)(c) apply.

## 9. CANCELLATION & POSTPONEMENT

(a) A booking is considered firm as from the date of written confirmation and accordingly the Copywriter will, at his/her discretion, charge a fee for cancellation or postponement. Email

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agreement to the booking is considered to be a written confirmation.

## 10. AGENCY CONFIDENTIALITY

(a) The Copywriter will keep confidential and will not disclose to any third parties or make use of material or information communicated to her in confidence for the purposes of the commission, save as may be reasonably necessary to enable The Copywriter to carry out their obligations in relation to the commission.

## 11. INDEMNITY

(a) While The Copywriter takes all reasonable care in the performance of this agreement generally, they shall not be liable for any loss or damage suffered by the Agency or by any third party arising from use or reproduction of any words or phrases created.

(b) The Agency agrees to indemnify The Copywriter in respect of any claims or damages, or any costs arising in any manner from the reproduction without proper reproduction rights of any words and/or phrases supplied to the Agency by The Copywriter.

(c) It is the Agency who must satisfy themselves that all necessary rights and/or consents which may be required for reproduction, are obtained and it is acknowledged that The Copywriter gives no warranty or undertaking that any such rights and/or or consents have or will be obtained whether in relation to the use of names, people, trade marks, registered or copyright words and/or phrases. In the event that the words and/or phrases issued or reproduced by or with the authority of the Agency then the Agency shall indemnify The Copywriter against any loss or damage, proceedings or costs where such rights, releases or consents have not been obtained.

## 12. ERRORS AND LITERALS

(a) Whilst the Copywriter shall make every effort to ensure that copy is free of spelling mistakes and other literals, early drafts may sometimes contain such errors. The Copywriter's practice is to proofread so that these are removed before a final draft is submitted to you. However, the responsibility for checking for spelling mistakes and literals remains with the Agency and, as such, the Agency absolves the Copywriter of responsibility for any costs incurred as a result of the appearance of such errors in the final published form of any collateral in which you use the copy concerned, whether or not these errors appeared in any draft of the copy supplied by the Copywriter.

## 13. APPLICABLE LAW

(a) This Agreement shall be governed by the laws of England & Wales.

## 14. VARIATION

(a) These Terms & Conditions shall not be varied except by agreement in writing by the Copywriter and the Agency.