

## **Terms and conditions of commissioning Copywriter Stuart May**

Stuart May's estimate and any subsequent contract entered into will be subject exclusively to his Terms & Conditions set out below. If you accept his estimate and commission him, you are agreeing to these Terms and Conditions.

### **1. Copyright**

a) Unless you have agreed with him otherwise, the entire copyright of the material created for you is retained by Stuart May at all times throughout the world.

See: <http://www.ipo.gov.uk/types/copy.htm>

b) Stuart May 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 Client, whether on their submission or on Stuart May'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.

### **2. Use**

a) Stuart May grants you permission to use his words without charge after you have paid for them, but only in the publications or websites for which they were commissioned. He reserves his economic rights – i.e. the right to charge you extra for using them in publications, adverts, and websites for which he did not write them or publications you did not tell him they were for. This means that if he writes you a brochure you need to tell him if you also want to use those words in a paid advertisement or on a website. He may not charge you, but he reserves the right to do so.

b) Reproduction rights granted are personal to you and may not be assigned, nor may any words he gives to you be loaned or transferred to third parties, save for the purpose of the exercise by the Client of such reproduction rights.

### **3. Client Confidentiality**

a) Stuart May will keep confidential and will not disclose to any third parties or make use of material or information communicated to him in confidence for the purposes of the commission, save as may be reasonably necessary to enable Stuart May to carry out his obligations in relation to the commission. However, you agree to indemnify him against any action whatsoever (by you, your client, or anyone else) in the unlikely event that any of this information is accidentally lost or disclosed.

### **4. Indemnity**

a) While Stuart May will take all reasonable care in the performance of this agreement generally, he shall not be liable for any loss or damage suffered by the Client or by any third party arising from the use or reproduction of any words or phrases created.

b) The Client agrees to indemnify Stuart May in respect of any claims, losses, damages, or any other costs arising in any manner from the use or reproduction of any words and/or phrases supplied to the Client by Stuart May.

c) It is the Client who must satisfy themselves that all necessary rights and/or consents that may be required for reproduction are obtained and it is acknowledged that Stuart May gives no warranty or undertaking that any such rights and/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 are issued or reproduced by or with the authority of the Client, then the Client shall indemnify Stuart May against any loss or damage, proceedings, or costs where such rights, releases, or consents have not been obtained.

## **5. Process and Timescale**

- a) Stuart May will produce an estimate of charges to deliver copy to your requirements based on the information you have supplied. He reserves the right to amend this fee, but will advise you first in writing, if the job takes longer than anticipated due to an insufficiently detailed or otherwise erroneous or ambiguous brief, or if your requirements change.
- b) Stuart May will produce a first draft in the timescale agreed. He will expect amendments/revisions on a first draft within fifteen days of you receiving the first draft from him.
- c) Up to two lots of revisions, a total of three (3) drafts, are included, at no extra charge, within the initial estimate of charges so long as they are all assigned within 30 days of your receipt of the first draft.
- d) An extended time scale may be negotiated, but if after thirty (30) days following delivery of the first draft subsequent amendments have not reached the third or final draft, Stuart May will issue an invoice for the full cost (100%) of his estimate.
- e) Subsequent amendments after either a) the third or final draft is delivered, or b) thirty days from the date of the first draft delivery has passed, whichever is the sooner, will be charged at £20 per hour.

## **6. Payment**

- a) Stuart May's payment terms are by cheque made payable to "Stuart May" or by automated credit transfer (BACS). 50% of his fee is due as an advance payment before he starts work. The balance of which must be paid on completion within 14 days of his final invoice. The Client alone is responsible for payment, which shall not be dependent on any monies due from any third party. If his terms cause you a problem, you must contact him first to negotiate a longer term. His BACS details will be stated on your invoice. Proof of postage of cheques is not considered proof of receipt.
- b) You accept that Stuart May shall be entitled to charge interest and claim compensation for debt recovery costs under the late Payment of Commercial Debts (Interest) Act 1988 if he is not paid by the due date and according to agreed credit terms.
- c) If any invoice issued to the Client is not paid by the due date, then all unpaid invoices issued to the Client become due of immediate effect, and Stuart May reserves the right to suspend ongoing services.

## **7. Rejection**

- a) Stuart May will do his best to provide quality copy to the Client's satisfaction. However, if no rejection fee has been agreed in advance, there is no right to reject on the basis of style, composition, editing, or his interpretation of your needs, amendments, or circumstances. You are commissioning Stuart May based on his style and examples shown on his website or previous work. Copywriting is a joint effort between the Client and the copywriter. Therefore, if you ask him to write a first draft and then decide that you do not want to continue with him to further draft stages, he will charge you the full cost (100%) of his estimate and payment terms noted in paragraph 6(a) apply.

## **8. Termination**

- a) As soon as an estimate has been agreed by the Client in writing or by e-mail, the work on the project is deemed to have started. Should the Client decide to terminate the contract before Stuart May has completed the first draft, you accept that you will be charged and agree to pay for any time spent on the project up to that point.

## **9. Typos, Spelling Mistakes, and Punctuation and Grammatical Errors**

- a) Whilst you understand and accept that earlier drafts may still contain some typos, spelling mistakes, and errors in punctuation or grammar, Stuart May will do his best to make sure the final copy he supplies to you is free from any at all. The responsibility for final proofreading nonetheless remains with you, and you agree therefore to indemnify him against any costs whatsoever that might arise if such errors are found in the final draft or in any published or printed form of the copy that he supplies.

## **10. Consequential Loss**

a) Whilst Stuart May will do his best to deliver an excellent service and meet agreed deadlines, the Client nonetheless accepts that Stuart May will not be liable for any consequential loss suffered by the Client in the unlikely event that he fails to do so due to reasons beyond his control. Therefore, the Client agrees to indemnify Stuart May against any consequential loss, costs, or damages suffered by the Client if Stuart May fails to meet an agreed deadline.

## **11. Applicable Law**

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

## **12. Variation**

a) These Terms & Conditions shall not be varied except by agreement in writing.