

Terms and conditions of commissioning Sarah Nuttall - Copywriter

My estimate and any subsequent contract entered into will be subject exclusively to my Terms & Conditions as set out below. If you accept my estimate and commission me you are agreeing to these as set out below.

1. Copyright

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

see: http://www.intellectual-property.gov.uk/std/faq/copyright/who_owns.htm

(b) Sarah Nuttall 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 Sarah Nuttall'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) I grant you permission to use my words for free after you've paid for them. But only in the publications or websites for which they were commissioned. I reserve my economic rights – i.e. the right to charge you extra for using them in publications, adverts and websites for which I did not write them, or publications you did not tell me they were for. This means that if I write you a brochure you need to tell me if you also want to use those words in a paid advertisement or on a website. I may not charge you but I reserve the right to do so.

(b) Reproduction rights granted are personal to you and may not be assigned, nor may any words I give 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 & References

(a) Sarah Nuttall 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 Sarah Nuttall to carry out her obligations in relation to the commission

(b) Sarah Nuttall will provide details of two referees who are previous or current clients if required.

4. Indemnity

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

(b) The Client agrees to indemnify Sarah Nuttall 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 Client by Sarah Nuttall.

(c) It is the Client who must satisfy themselves that all necessary rights and/or consents which may be required for reproduction, are obtained and it is acknowledged that Sarah Nuttall 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 Client then the Client shall indemnify Sarah Nuttall against any loss or damage, proceedings or costs where such rights, releases or consents have not been obtained.

5. Process & Timescale

- (a) Sarah Nuttall will produce an estimate of charges to deliver copy to your requirements based on the information you have supplied. Sarah Nuttall reserves the right to amend this fee if the job takes longer than anticipated, or if your requirements change.
- (b) Sarah Nuttall will produce a first draft in the timescale agreed. I will expect amendments/revisions on a first draft within *one week* of you receiving the first draft from me.
- (c) Sarah Nuttall will write up to four (4) drafts in total within the initial estimate of charges.
- (d) We may negotiate a longer time length, but if after thirty (30) days following delivery of the first draft, subsequent amendments have not reached the fourth or final draft, I reserve the right to charge you 75% of the total cost of the job.
- (e) If after sixty (60) days following delivery of the first draft, subsequent amendments have not reached the fourth or final draft I reserve the right to charge you 100% of the total cost of the job, less any amount already paid under 5(d).
- (f) Subsequent amendments after either a) the fourth or final draft is delivered; or b) sixty days from the date of the first draft delivery has passed, whichever is the sooner, will be charged at £40 per hour.

6. Payment

- (a) My payment terms are *by return* from date of invoice by cheque made payable to "Sarah Nuttall" or by automated credit transfer (BACS). If my terms cause you a problem, you must contact me immediately and we can negotiate a longer term. My BACS details will be stated on your invoice. Proof of postage of cheques is not considered proof of receipt.
- (b) I understand and may exercise my statutory right to claim interest and compensation for debt recovery costs under the late payment of commercial debts act if I am not paid according to agreed credit terms.
- (c) If payment is not made in accordance with the terms & conditions above then I may rescind this Agreement and recover damages, or, at my option, may exercise my statutory right to interest under the Late Payment Of Commercial Debts (Interest) Act 1998.
- (d) 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, even if it is less than 30 days from the issue date, and that Sarah Nuttall may consider these invoices as overdue when pursuing legal action for the recovery of said debts.
- (e) Sarah Nuttall 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 your designer, PR agency, marketing company, partners, stakeholders etc.

7. 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 my interpretation of your needs, amendments or circumstances. You are commissioning Sarah Nuttall based on my style and examples shown on my website or previous work. Copywriting is a joint effort between the Client and the copywriter therefore if you ask me to write a first draft and then decide you don't want to use me without continuing to further draft stages or decide at any stage that you will finish the work yourself or by using another agency I will charge you the full cost (100%) of my estimate and payment terms noted in paragraph 6(a) apply.

8. Applicable Law

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

9. Variation

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