

## **Terms of Business**

### **Definition**

By commissioning the services of Tom Rigby, either for your own purposes or on behalf of a third party, you acknowledge that you have read and agree to be bound by these Terms of Business, that these formulate a contractual agreement between us, that any business will be transacted subject to these Terms, and that these take precedence over any other terms and conditions, express or implied. I reserve the right to change these Terms from time to time, without prior notice.

### **Quotations, Commissions & Completion**

A quotation and a copy of these Terms will be provided prior to work being commenced. If you agree to the costs and accept these Terms, I require email confirmation that you are commissioning me to supply written material. All quotations are provided on my understanding of the project, the information made available at the time and on the basis that the scope of the work doesn't change during the course of the project. In the event that it does, I will discuss any potential cost and time implications with you before any work is resumed. If you are commissioning me to work on behalf of any organisation or persons other than yourself (i.e. your client), you confirm that you are authorised to do so. In these circumstances, a contract will exist only between me and you, and not between me and your client. A commission will be regarded as complete once it has been delivered and the client has not asked me to carry out any further work on the commission within 14 working days of delivery.

### **Fees & Expenses**

I prefer to charge a fixed fee which covers the cost of my service from start to finish. This, unless otherwise agreed, will include consultation, research, planning, writing, evaluation, submission of a first draft, any reasonable revisions (assigned within 10 working days) and ordinary communication (UK telephone, fax, postage). My fee is exclusive of public transport (at cost) and car travel (45p per mile); time spent travelling to and attending meetings (£30 per hour); and extraordinary communications and out-of-pocket expenses.

### **Payment Terms & Credit Policy**

Unless otherwise agreed in writing beforehand, invoices will be submitted on completion of the project and will be due for payment in every case within 21 days of issue. Payment should be made to the address or account shown on the invoice. I currently accept payment via BACS, PayPal and cheque. The client will be responsible for any bank or service charges incurred. If the client is not based in the United Kingdom I may, at my discretion, seek all or a proportion of the total fee in advance. The balance will then be due within 21 days of my final invoice. No credit is given unless otherwise agreed in writing beforehand. I am not registered for VAT.

### **Late Payment**

Once a project is commissioned, the agreed fee is deemed to be incurred. You have no right to withhold or reduce payment based on your critical response to, or appraisal of, the copy I have written for you, and you acknowledge my right to pursue payment in full should you elect for any reason to do so. The existence of an '*end of following month*' payment practice in your handling of accounts payable will in no way alter your obligation to make payment on the due date shown on my invoice. Where payment is not received within 5 working days of the due date shown on the invoice, I reserve the right to charge interest, in accordance with the Commercial Debts (Interest) Act 1998 and as amended and supplemented by the Late Payment of Commercial Debts Regulations 2002 (incorporating European directive 2000/35/EC). This will be applied in line with the Better Payment Practice guideline (of which I am a signatory) of 8% plus the prevailing Bank of England reference rate. For further information about Better Payment Practice, please visit <http://payontime.co.uk>.

### **Non-Disclosure & Confidentiality**

All materials supplied to or produced by me will be treated as confidential and will not be disclosed to any third party without the written consent of the client. Whilst I am happy to sign whatever confidentiality or non-disclosure agreements the client deems necessary, all material supplied to me is done so entirely at the client's risk and you agree to indemnify me against any action whatsoever by you or a third party associated with the accidental disclosure or loss of this information.

### **Copyright & Right to Showcase**

Copyright to all work authored by me (including copy amended from existing text supplied as part of the brief by the client will rest with me until payment is received in full, whereupon it will be automatically and fully assigned to the client. Until such time any unauthorised copying, modification, reproduction, distribution or publication will constitute an infringement of the Copyright, Designs and Patents Act 1988 and may leave the client open to legal action. I am not liable for any inadvertent breach of copyright on material supplied by the client, and you agree to indemnify me against action arising, directly or indirectly, as a result of such infringement. In all cases, Tom Rigby reserves the right to display and link to selected extracts of the work as part of my online portfolio for the purpose of self-promotion.

### **Errors, Omissions & Other Literals**

Whilst every effort is made to ensure that all work I supply is prepared with due care on the basis of information made available by the client at the time, and that it is free of errors, omissions (including spelling and grammatical errors) and infringement of copyright, sole responsibility for the content ultimately rests with the client. I do not accept any liability for content which (a) does not comply with all relevant laws, regulations and other statutory instruments that may apply to content or terminology used in the work; (b) contains facts, spelling and grammar which are incorrect; and (c) that contains illustrations, photographs, graphical devices, trademarks, logos and any other item that forms part of the brief or completed commission, that the client does not have the legal right to use. Additionally, I cannot indemnify the client against nor accept liability for any consequential loss caused by inaccuracy, late or lost delivery, and misuse of copyrighted material or claims for damages or redress from third parties. This nullifies any reference to such indemnity or claim for consequential loss contained in any official purchase order supplied by any client or agency.

### **Revisions & Cancellations**

The fixed fee includes any reasonable copy revisions that the client feels necessary. However, in the event of any subsequent, significant changes to the scope of the brief or the commission, I reserve the right to adjust the fee accordingly to cover any additional costs or time involved. These will be quoted and agreed at the time. If, for any reason, the client commutes the project prematurely, then a kill fee of up to 50 per cent of the full cost will be incurred, depending on what percentage of the work has been completed. This will immediately become due for payment. This does not affect your statutory rights, nor your rights under the terms of my guarantee which protects you in the situation where, after a fair and proper process of collaboration, you feel that the copy I have delivered is not fit for purpose.

### **Satisfaction & Complaints**

As the majority of my work comes from repeat business, your satisfaction is very important to me. That said, writing is not an exact science. Judgement and assessment can be subjective, and misunderstandings can sometimes ensue. If there is any aspect of my work which you are unhappy with, please discuss it with me and I will do everything I can to resolve the matter fairly. If you have given me what we both agree to be a fair and proper opportunity to address your concerns, based on a reasonable collaborative working relationship, and a minimum of two further drafts, and you still consider that the work I have submitted does not meet your brief, the contract between us can be cancelled. I will require written confirmation stating an 'instruction to cease work'. This is entirely without prejudice, and no liability or admission of failure or inability to complete the contract on my part is implied. Any work that has created up until that point will be paid for by the client, whether approved or not, within 7 days of receipt of the invoice.

### **Governing Law & Jurisdiction**

Any Agreement between me and the client, written or otherwise, of which these Terms form part, shall be interpreted in accordance with the laws of England and Wales. In the settlement of any disputes arising out of these Terms or arising in any other way from any contract formed between us, you acknowledge that Jurisdiction in the Courts of England and Wales will prevail and agree to subject yourself to and comply with settlement ordered under by the Courts of England and Wales.