

Terms of Business

Definition & Assignment

In this Agreement, “I” and “me” shall refer to Tom Rigby, and “the Client” or “you” shall refer to any person, company or entity which enters into a contract with Tom Rigby. 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, express or implied. This contract exists only between you and Tom Rigby and cannot be assigned to anyone else without prior permission.

Quotations & Commissions

Prior to work commencing, I will provide you with a per-project quotation (unless otherwise agreed) to deliver work based on the information made available by you at the time, my experience of the activities involved and my hourly or daily rate. A copy of these Terms will be provided. If you agree to the quotation and wish for me to proceed with the work, I require email confirmation to this effect. In doing so, you acknowledge that you have been offered the opportunity to read these Terms and agree to be bound by them. You agree that you have the authority to enter into this contract either on behalf of yourself or your organisation or on behalf of your client. You also acknowledge that as the basis for the contract between us, these Terms take precedence over any other Terms and Conditions, express or implied, regardless of whether it is your general practice to conduct similar engagements under your own Terms and Conditions.

Completion & Revisions

I will produce a first draft within the timescale agreed and will expect feedback on that draft within 14 days. The fixed fee quotation provides for any reasonable revisions specified by the client. In the event of any subsequent, significant revisions to the scope of the brief or the commission, I reserve the right to adjust the fee accordingly to cover any additional work, time or costs involved. These will be agreed at the time. Unless otherwise agreed in writing, I would expect to have completed the project within 21 days of submitting the first draft. If the project has still not reached completion after this time, I may charge the full cost of the project. Any subsequent amendments required after this period will be charged at my normal hourly rate.

Fees & Expenses

My standard hourly and daily rates are £30 and £300 respectively. I prefer to charge a fixed per-project fee, agreed at the outset, 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 14 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/from and attending meetings (£15 per hour); and extraordinary communications and out-of-pocket expenses.

Cancellations

If, for any reason, the client commutes my involvement in the project prematurely, I reserve the right to charge a ‘kill fee’ of up to 100% of the quoted fee, which will immediately become due for payment. This does not affect your statutory rights, or 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 work I have delivered is not fit for purpose.

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 14 or 21 days of issue (dependent on nature of commission). If I haven’t received any feedback within two weeks of submitting work to you, I will assume that you are satisfied the work has been completed and will submit my invoice. If I haven’t worked with you before, I may require a payment of 50% of the total cost in advance, with the balance due within 21 days of my final invoice. Where a project lasts several months, I may require staged payments. In all cases, 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. No credit will be given unless otherwise agreed in writing beforehand. I am not VAT registered.

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 work I have supplied 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 within 21 days of the date shown on my invoice. Where payment is not received within 5 working days of the due date, 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 8% plus the prevailing Bank of England reference rate.

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

Copyright to all work authored by me (including that amended from existing text supplied by the client as part of the brief) 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 the Berne Convention for the Protection of Literary and Artistic Works (1886), and may leave the client open to legal action. I will not be liable for any inadvertent breach of copyright for 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, unless specifically requested not to, I reserve the right to display and link to any completed projects as part of my online portfolio for the purpose of self-promotion.

Liability

Whilst every reasonable effort is made to ensure that all facts and statements contained within my work (a) don't infringe upon any copyright or other right of a third party; and (b) does not comply with all relevant laws, regulations and other statutory instruments that may be apply to content or terminology used within the work, I cannot be held liable to you or any third party for any damages (including lost profits, lost savings, complaints, claims, litigation or other incidental, consequential or special damages) which arise regarding this assignment. If any provision of this agreement shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this agreement and shall not affect the validity and enforceability of any remaining provisions.

Complaints

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 not satisfied 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 I have completed up until that point will be paid for by the client, whether approved or not, within 7 days of receipt of the invoice.

Force Majeure

Neither Party shall be liable for any failure or delay in performing their obligations under the Contract where such failure or delay results from any cause that is beyond the reasonable control of that Party including family emergencies, acts of god and so on.

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 and compliance 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.