

Adhoc Creative Copywriting Terms and Conditions

1. About these Terms and Conditions

By contracting with Adhoc Creative Copywriting to write for you, you acknowledge that you have been offered the opportunity to read these Terms and Conditions and agree to be bound by them. You also acknowledge this as the basis for the contract between us, with these Terms and Conditions taking precedent over any others, express or implied, and regardless of whether it is your general practice to conduct similar engagements under your own Terms and Conditions. Adhoc Creative Copywriting is a trading name of Total Integrated Marketing, a sole proprietor business, and you will be invoiced by Total Integrated Marketing.

2. Confirming our Contract and Commencing the Work

A project is confirmed when we receive an e-mail from you telling us clearly that you are commissioning the work. If you are contracting with us on behalf of a company or on behalf of any group of individuals other than yourself alone, you warrant by sending us the email that you are authorised to enter into a contract on their behalf.

If you are contracting on behalf of a company which uses a Purchase Order system, the job will be deemed to start on receipt by email of a PO number. The PO itself should be emailed or posted, but the work will be deemed to have been committed to by you as soon as your PO number is received.

3. Copyright

Copyright of all material produced by Adhoc Creative Copywriting remains with us until payment is received, at which point copyright transfers to the client. We reserve the right to quote in part or in whole from any material we have produced for reasonable promotional activity.

4. Errors and Literals

Adhoc Creative Copywriting uses its best endeavours to provide complete satisfaction to our clients. All documents are proofread, edited or created to an exacting standard. However, we cannot guarantee that edited documents are 'perfect' and 'error free', and you are responsible for reviewing the edited document upon completion.

Adhoc Creative Copywriting is not liable for incidental, indirect, consequential, special, punitive or exemplary damages, including lost revenues or profits, loss of business, or loss of data. This exemption applies to any claim, loss or injury based on errors or omissions, interruptions or any other inaccuracies that may appear in the original materials submitted by us

5. Contracting with Advertising, Marketing Services, Branding and Web Development Agencies

If you contract with us on behalf of an advertising, marketing services, branding, web development or other agency to work on a project for a client, a contract will exist only between Adhoc Creative Copywriting and the agency, and not between us and any client of the agency unless agreed beforehand and specified in writing (see Clause 6 below). You also attest that you are authorised to enter into a contract on behalf of that agency.

You agree to indemnify us against any claim by any client of the agency for compensation or damages brought about as a direct or indirect consequence of the use, or inability or unwillingness to use, the material which we write for you.

6. Contracting Directly with your Clients

If you represent an advertising, marketing services, branding or web development agency, and wish us to work on a project for one of your clients, but to contract directly with that client, then a contract, subject to agreement, will exist between your client company and Adhoc Creative Copywriting, and you acknowledge that we are free to conduct and further develop a direct relationship with that client without reference to you, and without compensation or commission of any kind being payable. In such a case, we affirm that we will not seek to sell to your client services, other than copywriting, which they have at any time previously purchased from you.

7. The Work we do for the Fee we Agree

Our standard pricing model is that once we have agreed the fee, we aim to support the copy until you are entirely happy with it, without any further fee being due. To clarify, the service of which you are contractually assured for the price we agree is defined as and limited to: preparation and submission of first draft; integration of your feedback to allow preparation and submission of second draft.

8. Our Guarantee

We aim to provide you with complete satisfaction for the fee that we agree, in the hope that we develop a long term, mutually beneficial working relationship.

In any creative process, however, there can be misunderstandings.

If, when you see a draft, you are dissatisfied with the work that we have written for you, having discussed it with you we will do everything in our power to address your concerns.

If you have given us a proper opportunity to address your concerns (defined as working in genuine collaboration with us through at least three additional draft submissions after you inform us in writing of your dissatisfaction), and still consider that we have failed to deliver work which is suitable for your purpose when measured against the requirements of your brief, you will be free to terminate our contract with no payment whatsoever being due. If you have made part payment in advance, this will be reimbursed to you. This is entirely without prejudice, and no liability or admission of failure or inability to complete the contract on our part is implied. In such circumstance, you undertake to make no use whatsoever of any material contained in any draft which we have prepared for you.

In such circumstance, you also agree to indemnify us against any loss of income or for any costs or damages suffered by you or by any third party as a result of any delay which has been caused to your business or to the business of any third party.

9. Payment Terms

Our standard trading terms are that we will invoice on or after the date on which we deliver the first written draft, and that payment will fall due on or before 30 days unless we have expressly agreed otherwise in writing.

If the entity to be invoiced is not a UK Limited Company we may, at our discretion, ask you to pay 50% of the project fee in advance of commencement of the work. In this circumstance, the balance of the fee will be invoiced on commencement and fall due at 30 days.

You will make payment by cheque to the payee (Total Integrated Marketing) and address shown on the invoice, or by electronic funds payment directly into our account.

The existence of an 'end of following month' or 'when our client pays us' payment practice in your company's handling of accounts payable will in no way alter your obligation to make payment on the due date shown on our invoice.

Once a project is started, the fee we have agreed between us for the full project is deemed to be incurred unless we have specifically agreed payment milestones. You have no right to withhold or reduce payment based on your critical response to, or appraisal of, the copy we write for you, and you acknowledge our right to pursue payment in full should you elect for any reason to do this.

In the event of premature commutation of the project by you for any reason, no reduction in fee will be due, and the full sum agreed between us for the work contracted will immediately become due for payment, with the immediate cancellation of any period of credit shown on the invoice.

This does not affect your statutory rights, nor your rights under the terms of our Guarantee (clause 8, above) which protects you in the situation where, after a fair and proper process of collaboration, you feel that the copy we have delivered is not suitable for your purpose.

10. Late Payment

If payment is not received within five working days of the due date shown on the invoice, we reserve the right to charge interest. This will be applied in line with the DTi 'Better Payment Practice' guidelines of 8% plus the prevailing Bank of England reference rate. Under the Terms of the guidelines and associated legislation, a compensation payment may also be due.

11. Jurisdiction

In the settlement of any and all disputes arising out of these Terms and Conditions or arising in any other way from any contract formed between us, you acknowledge that UK Jurisdiction will prevail and agree to subject yourself to and comply with settlement ordered under UK Jurisdiction.

12. Delivery Dates

We use our best endeavours to ensure that deadlines and milestones are met punctually. On rare occasions however, workload may adversely affect delivery dates. Where this is necessary, we will always seek to agree it with you first. We reserve the right to put back any milestone or delivery date by up to 48 hours, providing that we have given you notice of this at least 24 hours before the date originally agreed.

13. Security

If you pass data, information or materials of any kind to us as part of a project which you wish us to undertake for you, or for a company which is your client, we will readily sign any confidentiality or non-disclosure agreement you wish to present in good faith.

14. Passing Over of Your own Copy Draft

As part of the brief for your project, you may ask us to view a copy draft which you have written yourself, or which has been written for you by somebody else. In doing so, you affirm that you are the copyright holder, or that you are authorised by the copyright holder to permit all or part of this material to form a part of the new copyright work which we produce for you. In such a case you indemnify us against any claim arising from subsequent suggestion that the new work in any way breaches any existing copyright.

In any situation where you do ask us to view an existing copy draft as part of the briefing, you acknowledge that the draft which we will write for you may bear similarities in all or part to this draft, but that in such a case the draft we produce will be considered as an original work under the terms of our contract, without regard for the existence of the original draft.

15. Referencing Third Party Content

If you provide us with research or sample copy taken from a third party's printed collateral or website as an indication of your requirement, we will make every effort to ensure that the draft that we prepare for you in no way breaches the copyright of the content owner. However, you indemnify us against any action arising, directly or indirectly, as a result of use of this content as reference material.

Agreed on behalf of

Agreed on behalf of
Adhoc Creative Copywriting

Signed _____

Signed _____

Name _____

Name _____

Date _____

Date _____