

TERMS & CONDITIONS

Please read these Terms and Conditions. They provide clarification in the unlikely event of a disagreement or dispute arising.

If you wish to hire me to provide a copywriter or content writer for you, I'll ask you to confirm that you've read and agreed to these Terms and Conditions. Doing this will constitute the establishment of a contract between you and myself (Jeff Edis), trading as Words, Words, Words.

Throughout these Terms and Conditions, 'You' means you as the person agreeing the Terms and Conditions and any company on behalf of which you claim authorisation to act.

'We', 'Me' 'I' and 'Us' all refer to my company 'Words, Words, Words'.

1. What these Terms and Conditions are

By contracting with us to provide a copywriter or content writer for you, you acknowledge that you have been offered the opportunity to read these Terms and Conditions and agree to be bound by them.

When you contract with us to provide a copywriter or content writer, to write copy for you, you acknowledge that as the formulation of the contract between us, these Terms and Conditions take precedence over any other terms and conditions, express or implied, and regardless of whether it is your normal practice to conduct similar engagements under your own Terms and Conditions.

If you hire me (Jeff Edis) to provide a copywriter or content writer for you, you are contracting with me trading as Words, Words, Words.

2. Confirming our contract and starting the job

A job is considered as being contracted the moment you agree these Terms and Conditions.

If, for any reason, we do not ask you to do this, or you decline to do this, a job may be judged to have been contracted on receipt of any email in which you clearly indicate that you wish us to proceed with the work at a fee you have agreed with us in earlier correspondence. If you are contracting with us on behalf of any group of individuals other than yourself alone, or on behalf of a company, you warrant that you are authorised to enter into a contract on behalf of that group of individuals or company.

If you are contracting on behalf of a company which uses a Purchase Order system, the job will be deemed to be contracted only on receipt by E-mail or post of a PO number. The PO itself should be supplied by E-mail or post, but the job will be deemed to have been contracted as soon as your PO number is received.

3. Contracting with us if you work for an advertising, digital, creative, design, branding or marketing services agency

If you contract with us on behalf of an advertising, digital, creative, design, branding or marketing services agency of any kind, to work on a project for one of your clients, a contract will exist only between us and the agency, and not between us and any client of the 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.

If you contract with us on behalf of an agency of any kind, you attest that you are authorised to enter into a contract on behalf of that agency.

4. The work we do for the fee we agree

Our standard pricing model is intended to be one of 'fixed pricing'. This means that once we've agreed the fee, we aim to supply the copy, without any further fee being due. In order to avoid the possibility of this policy being abused, the service of which you are contractually assured for the fee we agree is defined as and limited to: preparation of first draft; submission of first draft; integration of your feedback to allow preparation of final copy; submission of final copy.

5) Payment Terms

5.1 We will invoice once we have supplied the first draft and payment will fall due at 14 days from receipt of invoice unless we have expressly agreed otherwise in writing.

5.2 You will make payment by BACS, IBAN or other recognised electronic bank transfer to our account, details for which are provided on the invoice. If your accounts department require any information additional to that shown on your invoice, they must request this information from us in sufficient time to complete payment by the appropriate date.

5.3 The existence of an 'end of following month' 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.

Late Payment Where payment is not received within 5 working days of the due date shown on the invoice, we reserve the right to charge interest from the due date. This will be at the guideline applied in line with the Prompt Payment Code, administered for the UK Government Office of the Small Business Commissioner

6. Security

If you wish to 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 who are your client, and require us to sign a Non-Disclosure Agreement (NDA), we will be happy to do so in good faith. However, you indemnify us against any action whatsoever by you or your client associated with the accidental disclosure or loss of this information.

7. Your right to use the copy we provide for you

When you commission us to provide copy for you, you are purchasing the copyright in the work written for you, and this is assigned to you on receipt by us of full and final payment of all fees due. We reserve the right to use reasonable extracts of the copy in the promotion of wordswordswords.co.uk

8. Errors and literals

We make every effort to ensure that copy is free of spelling mistakes and other literals. However, the responsibility for checking for spelling mistakes and literals is yours, and you absolve us of responsibility for any costs incurred as a result of the appearance of such errors in the final published form of any collateral in which you use the copy concerned, whether or not these errors appeared in any draft of the copy supplied by us.

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Words, Words, Words.