



Terms and Conditions

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

1. Client Confidentiality & References

a) Hellen Norman/Spotty Dog Copywriting 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 Hellen Norman/Spotty Dog Copywriting to carry out her obligations in relation to the commission.

b) Hellen Norman/Spotty Dog Copywriting will provide details of two referees who are previous or current clients if required.

2. Indemnity

a) While Hellen Norman/Spotty Dog Copywriting 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 Hellen Norman/Spotty Dog Copywriting 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 Hellen Norman/Spotty Dog Copywriting.

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 Hellen Norman/Spotty Dog Copywriting gives no warranty or undertaking that any such rights and/or consents have or will be obtained whether in relation to the use of names, people, trademarks, 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 Hellen Norman/Spotty Dog Copywriting against any loss or damage, proceedings or costs where such rights, releases or consents have not been obtained.

3. Process & Timescale

a) Hellen Norman/Spotty Dog Copywriting will produce an estimate of charges to deliver copy to your requirements based on the information you have supplied. Hellen Norman/Spotty Dog Copywriting reserves the right to amend this fee if the job takes longer than anticipated, or if your requirements change.

b) Hellen Norman/Spotty Dog Copywriting will produce a first draft within the agreed timescale and will expect amendments/revisions on a first draft within one week of your receiving the first draft from her.

c) Hellen Norman/Spotty Dog Copywriting will write up to three (3) drafts in total within the initial estimate of charges.

d) We may negotiate a longer timescale, but if after thirty (30) days following delivery of the first draft, subsequent amendments have not reached the third 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 third 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 third 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.

4. Copyright

a) **Unless we have agreed otherwise**, the entire copyright of the words and/or phrases created for your use is retained by Hellen Norman/Spotty Dog Copywriting at all times, throughout the world.

b) Hellen Norman/Spotty Dog Copywriting 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 Hellen Norman/Spotty Dog Copywriting'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.

d) Hellen Norman/Spotty Dog Copywriting reserves the right to display all works produced within a portfolio, which may be made available to clients and potential clients. The commissioning Client must register any objection to this arrangement before final payment is made.

5. 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 initially commissioned. I reserve my economic rights – i.e. the right to charge you extra for using them in publications, adverts and websites for which they were not originally written.

b) Reproduction rights granted are personal to you and may not be assigned, nor may any words I give you be loaned or transferred to third parties save for the purpose of the exercise by the Client of such reproduction rights.

6. 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 Hellen Norman/Spotty Dog Copywriting based on the style and examples shown on the Spotty Dog Copywriting website or other examples of previous work. Copywriting is a joint effort between the Client and the copywriter, therefore if the Client decides to discontinue the collaboration after the first draft has been written, s/he may be charged the full amount (100%) of the estimate and payment terms noted in paragraph 6a apply.

7. Payment

a) My payment terms are 10 days from date of invoice by cheque made payable to 'Hellen Norman/Spotty Dog Copywriting' or by automated credit transfer (BACS). If you envisage any problems with these terms, you must contact me immediately and begin negotiations. 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 and 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 Hellen Norman/Spotty Dog Copywriting may consider these invoices as overdue when pursuing legal action for the recovery of said debts.

e) Hellen Norman/Spotty Dog Copywriting 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, i.e. your designer, PR agency, marketing company, partners, stakeholders etc.

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.