

Terms and Conditions

Please read these Terms and Conditions. They provide clarification for us both in the unlikely event of a dispute arising. If you wish to hire me to write for you, I'll ask you to confirm that you've read and agree to them.

1) What these Terms and Conditions are

By contracting with me 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 the version of these Terms and Conditions as displayed on www.robleaney.co.uk/documents/terms.html at the time of contracting.

When you contract with me to write for you, you acknowledge that as the basis for the contract between us, these Terms and Conditions take precedent over any other terms and conditions, express or implied, and regardless of whether it is your general practice to conduct similar engagements under your own Terms and Conditions.

2) Confirming our contract and starting the job

A job is confirmed when I receive an e-mail from you telling me clearly that you are commissioning the work. If you are contracting with me 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 start on receipt by email or fax of a PO number. The PO itself should be supplied by post in hard copy, but the job will be deemed to have been committed by you as soon as your PO number is received.

3) Contracting with me if you work for an agency

If you contract with me on behalf of an agency of any kind, to work on a project for one of your clients, a contract will exist only between me and the agency, and not between me and any client of the marketing services agency.

You agree to indemnify me 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 I write for you.

If you contract with me on behalf of a marketing services or web development agency of any kind, you attest that you are authorised to enter into a contract on behalf of that marketing services or web development agency.

4) Me contracting directly with one of your clients

If you represent an agency of any kind, and wish me to work on a project for one of your clients, but wish me to contract directly with that client, then a contract, subject to agreement, will exist between your client company and me, and you acknowledge that I am 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, I affirm that I will not seek to sell to your client services, other than copywriting, which they have at any time previously purchased from you.

5) The work I do for the fee we agree

My standard pricing model is intended to be one of 'locked pricing'. That means that once we've agreed the fee, I aim to support the copy until you are entirely happy with it, without any further fee being due. This includes rewriting from scratch after you have viewed the initial draft, if you feel that that is what you'd like me to do.

In order to avoid the possibility of this policy being abused, the service of which you are contractually assured for the price we agree is defined as and limited to: preparation of

first draft; submission of first draft; integration of your feedback to allow preparation of second draft; submission of second draft.

6) My Guarantee

My aim is to do you a great job, for the fee that we agree, and to send you away so happy that you come back again.

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

If, when you see a draft, you are dissatisfied with the work that I have written for you, please discuss it with me and I will do everything that I can to resolve your concerns.

In the end, if you have given me proper opportunity to address your concerns (defined as working in genuine collaboration with me through at least 3 additional draft submissions after you inform me in writing of your dissatisfaction), and still consider that I 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 my part is implied.

In such circumstance, you undertake to make no use whatsoever of any material contained in any draft which I have prepared for you.

In such circumstance, you agree to absolve me of all responsibility for 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.

7) Payment terms

My standard trading terms are that I will invoice on or after the date on which we actually commence work on the project, and payment will fall due at 15 days unless we have expressly agreed otherwise in writing.

If the entity to be invoiced is not a UK Limited Company I may, at my 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 15 days.

You will make payment by cheque to the payee and address shown on the invoice, unless we have agreed that you will make an electronic funds payment directly into my account, and you or your accounts department have taken any steps necessary to obtain from us the details required to facilitate this, or we have agreed that you will make an online payment and this has been successfully received.

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.

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 I write for you, and you acknowledge my 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 my Guarantee (6, above) 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 suitable for your purpose.

8) Late Payment

Where payment is not received within 5 working days of the due date shown on the invoice, I may exercise my statutory right to interest under the Late Payment Of Commercial Debts (Interest) Act 1998. This will be applied in line with the DTi 'Better Payment Practice' guidelines of 8% plus the prevailing Bank of England reference rate. The current Bank of England reference rate for the period 1st Jan 2007 until 30 June 2007 is 5.00%, making a total interest rate chargeable of 13%. Under the Terms of the guidelines and associated legislation, a compensation payment may also be due.

9) 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.

10) Delivery dates

I try hard to ensure that deadlines and milestones are met punctually, and almost always manage this. From time to time, however, workload may cause me to need to put back delivery dates a little. Where this is necessary, I will always seek to agree it with you first. I reserve the right, however, to put back any milestone or delivery date by up to 48 hours, providing that I have given you notice of this at least 24 hours before the date originally agreed.

11) Security

If you pass data, information or materials of any kind to me as part of a project which you wish me to undertake for you, or for a company who are your client, I'll be happy to sign any NDA you wish to present in good faith, but you indemnify me against any action whatsoever by you or your client, associated with the accidental disclosure or loss of this information.

12) Passing over of your own copy draft

As part of the brief for your project, you may ask me to view a copy draft which you have written yourself, or which has been written for you by somebody else. If you send me such draft copy, 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 I will create for you. In such a case you indemnify me 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 me to view an existing copy draft as part of the briefing, you acknowledge that the draft which I will write for you may bear similarities in all or part to this draft, but that in such a case the draft I write for you will be considered as an original work under the terms of our contract, without regard for the existence of the original draft.

13) Referencing other people's content

If you send me research or sample copy taken from someone else's printed collateral or site as an indication of what you want, I will make every effort to ensure that the draft that I prepare for you in no way breaches the copyright of the content owner. However, you indemnify me against any action arising, directly or indirectly, as a result of use of this content as reference material.

14) Your right to use the copy I write for you

When you commission me to write copy for you, you are purchasing the copyright in the

work I write for you, and this is assigned to you on receipt by me of full and final payment of all fees due.

I reserve the right to use extracts of the copy for promotional purposes.

15) Errors and literals

I make every effort to ensure that copy is free of spelling mistakes and other literals. Early drafts may sometimes contain such errors, and my practice is to ensure that these are removed before a final draft is submitted to you. However, the responsibility for checking for spelling mistakes and literals is yours, and you absolve me 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 me.

16) Copy samples on this site

You acknowledge that any sample copy provided or displayed on www.robleaney.co.uk is copyright the commissioning company, and is displayed for your information only. You may not copy or adapt any item, in whole or part, for any use whatsoever, save in a presentation whose purpose is to demonstrate to a client or colleague the nature of our work, with a view to gaining approval to commission us.

17) My collaboration with other copywriters

When you contract with me to write copy for you, you acknowledge that I may, from time to time, engage the services of other competent professional copywriters to help me deliver all or part of the work which you require. In such a case, I undertake to review and amend the work before it is presented to you, and to ensure that the work is of the quality and professionalism you would expect had I written it in its entirety myself.

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