

## **ReadCopy Terms and Conditions**

**Please read these Terms and Conditions. They provide clarification for both parties in the unlikely event of a dispute arising. If you wish to hire ReadCopy to write for you, all we ask of you is that you confirm that you're happy for us to go ahead (email us at [hello@readcopy.com](mailto:hello@readcopy.com)).**

### **1) What these Terms and Conditions are**

By contracting with ReadCopy 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 sent to you at the time of contracting (if that is what we have agreed).

When you contract with ReadCopy 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 we receive an e-mail from you telling ReadCopy clearly that you are commissioning the work. If you are contracting with ReadCopy 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.

### **3) Contracting with ReadCopy if you work for a marketing services or web development agency**

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

You agree to indemnify ReadCopy against any claim by any client of the marketing services 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 ReadCopy 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) ReadCopy contracting directly with one of your clients**

If you represent a marketing services or web development agency of any kind, and wish ReadCopy to work on a project for one of your clients, but wish ReadCopy to contract directly with that client, then a contract, subject to agreement, will exist between your client company and ReadCopy, 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.

## **5) The work we do for the fee we agree**

Our standard pricing model is intended to be one of 'locked pricing'. That means that once we've agreed the fee, we 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 ReadCopy 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.

ReadCopy will produce an estimate of charges to deliver copy to your requirements based on the information you have supplied. ReadCopy reserves the right to amend this fee if the job takes longer than anticipated, or if your requirements change.

If you use our copy in such a way that it is seen or has the potential to be seen by your potential customers (i.e. mailing sent out, literature published or web pages going live etc), then we will deem the project to have been completed to your satisfaction, and billing will commence.

## **6) Our Guarantee**

Our 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 we have written for you, please discuss it with ReadCopy and we will do everything that we can to resolve your concerns.

In the end, if you have given ReadCopy proper opportunity to address your concerns (defined as working in genuine collaboration with ReadCopy through at least three additional draft submissions after you inform ReadCopy 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 agree to absolve ReadCopy 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.

In addition, whilst we would like to think that we are miracle workers, there are lots of elements outside of our control which means that sometimes our copy isn't as effective as we would like (direct mailing lists, timings of mailings, images used on promotional material, website layout, user interface/navigation etc), so whilst we will supply great words for you, the end results are down to you and/or your other creative partners. In any circumstance where you are unhappy with results, we

will endeavour to help you to understand what went wrong, but our original stated fee is still valid.

## **7) Payment terms**

Our standard trading terms are that we will invoice on or after the date on which we actually commence work on the project, and payment will fall due at 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 electronic funds payment directly into our account or by cheque to the payee and address shown on the invoice or by other means as we have both agreed to it in writing. Proof of postage of cheques is not considered proof of receipt.

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 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.

This does not affect your statutory rights, nor your rights under the terms of our Guarantee (6, 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.

## **8) Late Payment**

We are a signatory to the UK Government's Better Payment Practice Code. Where payment is not received within 5 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. The current Bank of England reference rate for the period 1st July 2010 until 31 December 2010 is 0.5%, making a total interest rate chargeable of 8.5%. Under the Terms of the guidelines and associated legislation, a compensation payment may also be due. You can verify these guidelines and rates here ([http://www.payontime.co.uk/legislation/legislation\\_main.html](http://www.payontime.co.uk/legislation/legislation_main.html)).

## **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**

We try hard to ensure that deadlines and milestones are met punctually, and almost always manage this. From time to time, however, workload may cause ReadCopy to need to put back delivery dates a little. Where this is necessary, we will always seek to agree it with you first. We reserve the right, however, 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.

### **11) Security**

If you pass data, information or materials of any kind to ReadCopy as part of a project which you wish ReadCopy to undertake for you, or for a company who are your client, We will be happy to sign any NDA you wish to present in good faith, but you indemnify ReadCopy 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 ReadCopy to view a copy draft which you have written yourself, or which has been written for you by somebody else. If you send ReadCopy 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 we will create for you. In such a case you indemnify ReadCopy 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 ReadCopy 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 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 ReadCopy research or sample copy taken from someone else's printed collateral or site as an indication of what you want, 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 ReadCopy 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 we write for you**

When you commission ReadCopy to write copy for you, you are purchasing the copyright in the work we write 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 extracts of the copy in the promotion of ReadCopy.com.

### **15) Errors and literals**

We make every effort to ensure that copy is free of spelling mistakes and other literals. Early drafts may sometimes contain such errors, and our 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 ReadCopy 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 ReadCopy.

### **16) Our collaboration with other copywriters**

When you contract with us to write copy for you, you acknowledge that we may, from time to time, engage the services of other competent professional copywriters to help ReadCopy deliver all or part of the work which you require. In such a case, we 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 we written it in its entirety ourselves.

**This draft of these Terms and Conditions published 1<sup>st</sup> September 2010.**