



Terms and Conditions for commissioning Edward Moss, Copywriter and Marketing Communications Specialist

Please read through these Terms and Conditions. Although a bit wordy they provide what I hope is a reasonable clarification in the unlikely event of a disagreement arising regarding any work I do for you. If you choose to engage my marketing communications (marcomms) services, I would be very much obliged if you would confirm that you've read through and agree to them by clicking the 'I agree' button at the bottom of this page.

These terms and conditions

By contracting with me, you accept that you have been offered the opportunity to read through these Terms and Conditions and agree to be bound by these as displayed on www.maykit.me.uk/html/terms.html at the time of commissioning. When you contract with me for marcomms services, you accept that as the basis for the contract between us and 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.

If you hire me to undertake marcomms work for you, you are contracting with Edward Moss, a UK small trader who trades under the style 'Maykit'.

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 guarantee that you are authorised to enter into such 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 (PO) system, once the PO is received, it will be assumed that the job is to commence.

Contracting with me if you work for a marketing services agency (that which offers any creative marketing discipline) not expressly owned by you or which you are not a director of.

If you contract with me on behalf of a marketing agency of any kind to work on a project for one of your clients, a contract will exist only between me and the marketing services agency, and not between me and any client of the marketing services agency. You confirm that you are authorised to enter into a contract on behalf of that marketing services agency. You agree to indemnify me against any claim by any client of the marketing services agency for compensation or damages brought about either as a direct or indirect consequence of the use, or inability or unwillingness to use, the material which I write for you.

Me contracting directly with one of your clients

If you represent a marketing services agency of any kind, and wish me to work on a project directly (direct contact and subsequent direct payment) for one of your clients, then the contract, subject to agreement, will exist between your client company and me. 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. However, in such a case, I confirm that I will not seek to sell to your client services, other than that which they have contracted for me to supply, and I will not infringe on any of the services offered to them by you.

What I do for the fee we agree

Once we've agreed the fee for the job, I aim to support this until you are entirely happy with the work commissioned, without any further fee being due. In order to avoid the possibility of this policy being misinterpreted, the price we agree covers preparation of first draft; submission of first draft; integration of your feedback to allow preparation of second draft; submission of second draft.

A personal guarantee

I want to do the best possible job for you, for the fee that we agree, so that you are happy and 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 done, please discuss it with me and I will do everything that I can to resolve this.

In the end, if you have given me proper opportunity to address any concerns yet still consider that my work does not meet 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 this circumstance, you agree I will have no responsibility for any loss of income, costs, damages or delays suffered by you or a third party as a result. In such circumstance, the material remains my copyright and it may not be used.

Payment terms

Our standard trading terms invoice when the project is finished, and payment will fall due at 14 days unless we have expressly agreed otherwise in writing. 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 fall due at 14 days. In general, will work to an end of month invoicing system providing payment is received within 7 days of month end.

Payment to be by cheque to the payee and address shown on the invoice, or by electronic funds paid directly into our account. Any "pre-existing" or "historical" payment practices with other suppliers allowing you 30, 60 or other days credit will in no way alter your obligation to make payment on the due date shown on our invoice. We are a small trader, and as such, expect to be paid in the same timely manner as we have to pay our own suppliers, most of whom now require us to pay upon collection/completion.

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.

Once started, should the project be terminated 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 (see 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.

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 'Better Payment Practice Campaign' guidelines. For contracts dated on or after 7th August 2002 the late payment interest rate is 8% plus the reference rate. The current reference rate for the period 1st July 2008 to 31st December 2008 is 5.0%, making a total interest rate chargeable of 13.0%. Under the Terms of the guidelines and associated legislation, a compensation payment may also be due.

Jurisdiction

In the settlement of any and all disputes arising out of these Terms and Conditions or any contract formed between us, you acknowledge that UK Jurisdiction will rule.

Delivery dates

I try hard to ensure that all deadlines 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.

Security

Any material or information sent to me in connection with a project or piece of work is treated as private and confidential and maintained and seen by me only. Unless expressly requested by you or your client, it is never knowingly disclosed to any third parties or made use of outside the purposes of the commission. You indemnify me against information be made known to a third party through internet failure, wrong delivery of post etc. Your email address or that of your client is **never passed on** to a third party unless the job demands I so do.

Passing over of your own copy draft

Any copy draft which you have written yourself, or which has been written for you by somebody else, it is taken that you are the copyright holder, or have been authorised by the copyright holder to permit all or part of this material to form a part of the new copyright work. You indemnify me against any claim arising from subsequent suggestion that the new work in any way breaches any existing copyright and against any loss or damage, proceedings or costs where such rights, releases or consents have not been obtained.

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.

If you send me research or sample copy taken from someone else's collateral 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.

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 of full and final payment of all fees due. I reserve the right to use extracts of the copy in the promotion of Maykit.

Errors and littorals

I make every effort to ensure that copy is free of spelling mistakes and other littorals. 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 littorals 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.

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This draft of these Terms and Conditions was first published 30 September 2008

Wednesday 03 June 2020

[Errors and omissions excepted]

PLEASE AGREE OUR TERMS AND CONDITIONS

Please copy, paste and send the paragraph below to edmoss@maykit.me.uk at the commencement of any commission.

“I confirm that I am commissioning the project we have discussed based on the terms agreed in our correspondence, and that I have read and agree to these Terms and Conditions herein and referred to on the website from where I downloaded these terms and conditions.”