

## **Terms and Conditions of commissioning Simeon de la Torre - Copywriter**

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

### **1. Copyright**

(a) Unless we have agreed otherwise, the entire copyright of the words and/or phrases created for you is retained by Simeon de la Torre at all times throughout the world.

see: [http://www.intellectual-property.gov.uk/std/faq/copyright/who\\_owns.htm](http://www.intellectual-property.gov.uk/std/faq/copyright/who_owns.htm)

(b) Simeon de la Torre 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 Simeon de la Torre'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.

### **2. Use**

(a) Simeon de la Torre grants you permission to use his words for free after you've paid for them. But only in the publications or websites for which they were commissioned. He reserves his economic rights – i.e. the right to charge you extra for using them in publications, adverts and websites for which he did not write them, or publications you did not tell him they were for. This means that if he writes you a brochure you are required to tell me if you also want to use those words in a paid advertisement or on a website. He may not charge you but he reserves the right to do so.

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

### **3. Client Confidentiality**

(a) Simeon de la Torre will keep confidential and will not disclose to any third parties or make use of material or information communicated to him in confidence for the purposes of the commission, save as may be reasonably necessary to enable Simeon de la Torre to carry out his obligations in relation to the commission

### **4. Indemnity**

(a) While Simeon de la Torre takes all reasonable care in the performance of this agreement generally, he 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 Simeon de la Torre 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 Simeon de la Torre.

(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 Simeon de la Torre gives no warranty or undertaking that any such rights and/or or consents have or will be obtained whether in relation to the use of names, people, trade marks, 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 Simeon de la Torre against any loss or damage, proceedings or costs where such rights, releases or consents have not been obtained.

## **5. Process & Timescale**

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

(b) Simeon de la Torre will produce a first draft in the timescale agreed. He will expect amendments/revisions on a first draft within *one week* of you receiving the first draft from him.

(c) Simeon de la Torre will write up to four (4) drafts in total within the initial estimate of charges.

(d) A longer time length may be negotiated, but if after thirty (30) days following delivery of the first draft, subsequent amendments have not reached the fourth or final draft, Simeon de la Torre reserves 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 fourth or final draft he reserves 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 fourth 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 £45 per hour.

## **6. Payment**

(a) Simeon de la Torre's payment terms are *by return* from date of invoice by cheque made payable to "Simeon de la Torre" or by automated credit transfer (BACS). If his terms cause you a difficulty, you must contact him immediately and a longer term can be negotiated. His BACS details will be stated on your invoice. Proof of postage of cheques is not considered proof of receipt.

(b) Simeon de la Torre understands and may exercise my statutory right to claim interest and compensation for debt recovery costs under the late payment of

commercial debts act if he is not paid according to agreed credit terms.

(c) If payment is not made in accordance with the terms & conditions above then he may rescind this Agreement and recover damages, or, at his 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 that Simeon de la Torre may consider these invoices as overdue when pursuing legal action for the recovery of said debts.

(e) Simeon de la Torre 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.

## **7. 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 his interpretation of your needs, amendments or circumstances. You are commissioning Simeon de la Torre based on his style and examples shown on his website or previous work.

Copywriting is a joint effort between the Client and the copywriter, therefore if you ask him to write a first draft and then decide you don't want to use him without continuing to further draft stages or decide at any stage that you will finish the work yourself or by using another agency he will charge you the full cost (100%) of the estimate and payment terms noted in paragraph 6(a) apply.

## **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.