

Terms and Conditions



These Terms and Conditions are the standard terms of engagement from Word Worker of Flittridge Cottage, Flittridge Road, Malmesbury, SN16 9PS.

1. Definitions and Interpretation

1.1. In these terms and conditions, unless the context otherwise requires, the following expressions have the following meanings:

"Services" means the provision of PR and/or copywriting services we undertake to perform or provide for you under the contract.

"Contract" means the agreement for the purchase and sale of services, as explained in clause 2;

"Parties" means both you and us, and the Party shall refer to either of us.

"Price" means the price payable for services;

"Copy" means any written material prepared by us in relation to the services.

"We/Us/Our" means Word Worker and includes all employees and agents of Word Worker.

"You/Your/Yours" means the organisation for whom we provide our services;

"Writing" includes electronic mail, facsimile transmission and comparable means of communication.

2. The Contract

2.1. Any quotation provided by us shall not constitute an offer and is only valid for 30 days from its date of issue.

2.2. This contract will begin on the date it is acknowledged as agreed by both parties and will remain in force until terminated as per clause 6, or the work is completed and paid for in the case of ad-hoc services.

2.3. These terms & conditions and any cover letter or email we provided constitute the entire contract between you and us. They apply to the contract to the exclusion of any other terms that you seek to impose or incorporate or that are implied by trade, custom, practice, or course of dealing.

2.4. Previous dealings between the parties shall not vary or replace these terms or be deemed to do so under any circumstances whatsoever.

2.5. The parties agree to do everything necessary to ensure that the terms of this contract take effect.

2.6. Any amendment or modification of this contract or additional obligation assumed by either party in connection with this contract will only be binding if evidenced in writing and signed by each party or an authorised representative of each party.

3. Description of Services

3.1. The cover letter or email accompanying these terms and conditions will outline services specific to this contract.

3.2. We shall provide you with the services and perform them with a degree of skill, diligence, prudence, and foresight that, as at the relevant time, would reasonably be expected from a skilled and experienced supplier of PR/copywriting services seeking in good faith to comply with its contractual obligations.

- 3.3. We will perform the services using our staff. However, we reserve the right to sub-contract the whole or part of the work and we are not obliged to inform you of the same.
- 3.4. Any additional work or variations to the proposal will only be undertaken upon acceptance of a separate agreement with all costs to be agreed by both parties, in writing, before work commences.
- 3.5. We provide no guarantees as to the coverage you will gain and cannot be liable for any content created by the media with reference to you.
- 3.6. For retained services we will undertake a periodic usage review, at intervals of no more than six (6) months, to ensure you are on the most appropriate price plan for your business.
- 3.7. We are committed to providing quality content, and any word count numbers are provided as a guide, not a hard limit.

4. Price and Payment

- 4.1. Prices specific to this contract will be outlined in the cover letter or email accompanying these terms and conditions.
- 4.2. The price, as stated in the contract, does not include Value Added Tax ("VAT"). You will be charged any required VAT in addition to the price. Our VAT registration number is 114062266.
- 4.3. Our prices for retained consultancy services may change at any time, but we always give you one month's notice of any changes, at which point you may exercise your right to terminate the contract if you are not happy with the changes.
- 4.4. Any disbursements incurred while we perform our services on your behalf will be added to your next invoice. No disbursements will be incurred without your prior approval.
- 4.5. We allow one (1) set of reasonable revisions for any blog or article content we create and a maximum of three (3) opportunities to review project-based content, such as website copywriting, within the price quoted. Further revisions may incur additional fees. If ANY revision request is deemed to substantially deviate from the original specification of the project, additional charges will apply.
- 4.6. You will be invoiced when the services are complete or every month, or part thereof if the term of this contract is for longer than thirty (30) days.
- 4.7. Unless otherwise agreed in writing, invoices are payable by BACS within fourteen (14) calendar days of the invoice date. The bank details are on the invoice. We also accept payment by cheque. The time of payment of the price shall be of the essence of the Contract.
- 4.8. You are responsible for and must pay any charges or fees payable to any financial institution or bank for processing electronic payments relating to your order.
- 4.9. No payment shall be deemed to have been received until we have received cleared funds.
- 4.10. Where you have approved our work, and it is to be incorporated into the services of another provider, payment must not be withheld because those services have not been completed.
- 4.11. You shall make all payments due under this Contract without any deduction, whether by way of set-off, counterclaim, or otherwise, unless you have a valid court order requiring us to pay you an amount equal to such deduction.

- 4.12. Any queries relating to an invoice must be received within seven (7) days from the date of the invoice. Until a query is resolved, you remain liable to pay the undisputed part of an invoice within the original timescale detailed on it.
- 4.13. If you terminate this contract prior to the completion of the services but where the services have been partially performed, we will be entitled to pro rata payment of the price to the date of termination, provided there has been no breach of contract on our part.
- 4.14. If payment of the price or any part thereof is not made by the due date, we may:
 - 4.14.1. Cancel the contract or suspend any further provision of the services to you with immediate effect. Any such period of suspension shall be disregarded for contractual time limits previously agreed for the completion of the services,
 - 4.14.2. Exercise our statutory right to charge interest at 8% above the Bank of England base rate on late business debts under the provisions of the Late Payments of Commercial Debts (Interest) Act 1998. Interest will be calculated daily from the date the debt becomes overdue until the date of payment, whether before or after Judgment.
 - 4.14.3. Charge you the costs of recovering any outstanding amount, including legal costs and disbursements, and charge you any bank charges incurred on representing cheques or requesting special clearance thereof.

5. Client Responsibilities

- 5.1. You acknowledge that our ability to provide the services is dependent upon your full and prompt co-operation as well as the accuracy and completeness of any information and data you provide to us. Accordingly, you shall, in a timely manner, provide us with access to, and use of, all information, data and documentation reasonably required by us for the performance by us of our obligations under the contract.
- 5.2. You agree to follow our reasonable instructions and procedures with respect to the services.
- 5.3. You commit to having an initial briefing call or providing a clear, written brief. You are responsible for ensuring that any brief you provide is complete and fit for purpose. For retained services, regular briefing calls will be booked.
- 5.4. Should you cancel or reschedule a briefing call, we require one (1) working day's notice. If less than the required notice is given or you fail to attend a briefing call, we reserve the right to charge a fee at our prevailing rate.
- 5.5. If you cancel or postpone more than three briefing calls in a six-month period, we reserve the right to terminate this Contract immediately.
- 5.6. No refund will be given for meetings or calls not attended.
- 5.7. The purpose of the briefing calls is to discuss and refine ideas for your content. You are responsible for collaborating in the development process by providing information related to your business or desired topics.
- 5.8. You warrant that you will obtain and maintain all necessary licences and consents for the performance of the services.
- 5.9. You shall be responsible for signing off any copy we create on your behalf within seven (7) working days from us submitting any draft or by another date specified by us to meet publication deadlines. Copy not signed off will not be submitted for publication.
- 5.10. Work shall be deemed completed if we do not receive feedback from you for fourteen (14) days after we submit any draft, at which point a final invoice will be issued.

- 5.11. Where we are writing a case study for you, you will provide your client's name and contact details. We will make reasonable attempts to contact them, but we will not be held liable if they fail to respond. You should ensure that they have agreed to participate, and they are expecting our communication.
- 5.12. We are under duty to ensure that any copy produced under a contract is legal, decent, honest and truthful. However we may not be an expert in respect of the subject matter of the contract and therefore you are responsible for the accuracy, completeness and for all descriptive, technical or proprietary aspects of the services and shall indemnify us for any liability arising for a breach of this contract.
- 5.13. We shall not be required to create any copy which in our opinion is or may be of an illegal or libellous nature or an infringement of the proprietary or other rights or any third party. We shall be indemnified by you in respect of any claims, costs and expenses arising out of any libellous matter or any infringement of copyright, patent, design or any other proprietary or personal rights contained in any copy created for you. The indemnity shall extend to any amounts paid on a solicitor's advice in settlement of any claim.
- 5.14. You agree not to discuss any media campaign subject to this contract to any reasonably significant extent with any representatives of the media other than through us or with our knowledge.
- 5.15. If our performance of any of our obligations in respect of the services is prevented or delayed by any act or omission by you or failure by you to perform any relevant obligation (Client Default):
- 5.15.1. We shall, without limiting our other rights or remedies, have the right to suspend the performance of the Services until you remedy the Client Default and to rely on the Client Default to relieve us from the performance of any of our obligations to the extent the Client Default prevents or delays our performance of any of our obligations.
- 5.15.2. We shall not be liable for any costs or losses sustained or incurred by you arising directly or indirectly from our failure or delay to perform any of our obligations as set out in clause 5.15 and
- 5.15.3. You shall reimburse us on written demand for any costs or losses we sustain or incur arising directly or indirectly from the Client Default.

6. Cancellation

- 6.1. For ad-hoc services, you may terminate this contract at any time, subject to sub-clause 4.13.
- 6.2. Where the contract is for ongoing provision of the services, you may terminate this contract at any time by giving us one (1) month's notice in writing.

7. Termination

- 7.1. We reserve the right to terminate the Contract with immediate effect in the event of any of the following:
- 7.1.1. You pass a resolution for winding up (other than for solvent amalgamation or reconstruction), or a court of competent jurisdiction makes an order to that effect, or
- 7.1.2. You cease to carry on your business or substantially the whole of your business or
- 7.1.3. Your financial position has deteriorated to the extent that, in our opinion, your capability to fulfil your obligations under these terms adequately has been placed in jeopardy.

- 7.2. If either Party breaches a material provision under this Contract and, in the case of a breach capable of being remedied, fails to remedy it within a reasonable time of being given written notice of the breach, the non-defaulting Party may terminate this Contract immediately and require the defaulting Party to indemnify the non-defaulting Party against all reasonable damages.
- 7.3. All notices of termination of the Contract should be submitted to the other Party in writing.

8. Consequences of Termination

- 8.1. On termination of the Contract for any reason:
- 8.2. You shall immediately pay us all our outstanding unpaid invoices and interest. Regarding services supplied but for which no invoice has yet been submitted, we shall submit an invoice, which you shall pay immediately on receipt.
- 8.3. The accrued rights and remedies of the parties as at termination shall not be affected, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry; and
- 8.4. Clauses that expressly or by implication have effect after termination shall continue in full force and effect.

9. Intellectual Property

- 9.1. When you commission us to write copy for you, you are purchasing the copyright in the work we write for you. This copyright is assigned to you upon our receipt of full and final payment of all related fees due.
- 9.2. We reserve the right to use any extracts of our work for our portfolio. Similarly, if we have worked alongside a subcontracted copywriter, they will also have the right to use any excerpts of their work on their portfolio and marketing materials unless otherwise agreed beforehand.
- 9.3. We will always comply with clause 14.

10. Our Liability

- 10.1. We will always do our very best, within the boundaries of the work, to provide advice and guidance that will benefit your business. However, you are responsible for the final approval of the work and for ensuring that the work we deliver is fit for purpose.
- 10.2. We shall use all reasonable endeavours to meet any milestones and deadlines specified in the Contract; however, any such dates shall be estimates only. If our obligations under this Contract are prevented or delayed by any act or omission by you, then we shall not be liable for any costs, charges or losses sustained or incurred by you arising directly or indirectly from the prevention or delay.
- 10.3. Nothing in this Agreement shall exclude or limit either Party's liability for death or personal injury resulting from the negligence of that Party or their employees, agents, or associates for fraudulent misrepresentation or concealment or for any other liability that cannot be in any way excluded or limited at law.
- 10.4. Except to the extent paid in settlement from any applicable insurance policies and to the extent permitted by applicable law, each party agrees to indemnify and hold harmless the other party, and its respective affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount

whatsoever, which result from or arise out of an act or omission of the indemnifying party, it's respective affiliates, officer, agents, employees and permitted successors and assigns that occurs in connection with this contract.

10.5. This indemnification will survive the termination of this contract.

11. Events Outside of Our Control (Force Majeure)

11.1. We shall not be liable for any delay or failure to perform our obligations if the delay or failure results from events or circumstances outside our reasonable control. These include, but are not limited to, acts of God, power failure, internet service provider failure, industrial action, war, fire, explosion, acts of terrorism, governmental action, epidemic or other natural disaster, or any other event that is beyond our control, and we shall be entitled to a reasonable extension of our obligations. If the delay persists for such time as we consider unreasonable, we may, without liability on our part, terminate the contract.

11.2. If an event outside of our control occurs and you wish to cancel the contract, you may do so by giving us two (2) months' notice in writing.

12. Communication and Contact Details

12.1. We strive for excellence in our work. If you are not satisfied in any way, please contact us as soon as possible. We would appreciate every opportunity to resolve any dispute amicably.

12.2. If you wish to contact us with questions or complaints, you may contact us by telephone at 07780 639287, or by email to jo@wordworker.co.uk

13. Exclusivity

13.1. Exclusivity is not guaranteed as we treat each business or organisation in a bespoke and confidential fashion – unless we deem it unworkable, and this will be our decision. Every business is different, as the people in every business are unique.

13.2. We are willing to sign non-disclosure agreements when relevant.

14. Confidentiality

14.1. In the absence of a separate non-disclosure agreement, the following applies.

14.2. Confidential information (the "confidential information") refers to any data or information relating to your business which would reasonably be considered to be proprietary to you, including, but not limited to, product or service developments, strategic objectives, business processes, and client records and that is not generally known in your industry and where the release of that confidential information could reasonably be expected to cause you harm.

14.3. All written and oral information and material disclosed or provided by you under this agreement is confidential information, regardless of whether it was provided before or after the date of this agreement or how it was provided to us.

14.4. During briefing meetings and interviews, we may record the session on a local device, such as a mobile phone. This recording is purely for an aide memoir and is not shared with any other devices. All recordings are deleted within fourteen (14) days of being recorded.

14.5. On the conclusion or termination of the contract, both parties shall cease to use all copies of confidential information obtained from the other except in so far as the law requires the information to be retained, in which event it shall be kept until such period is over and, in any event, kept strictly confidential under the provisions of this clause.

15. Data Protection

- 15.1. 'Data protection legislation' refers to the Data Protection Act 2018 and any secondary legislation in England and Wales relating to the processing of personal data and the privacy of electronic communications, as amended, replaced or updated from time to time.
- 15.2. All personal information that we may collect (including, but not limited to, your name, postal address, email address, and telephone number) will be collected, used, and held according to the provisions of data protection legislation as defined above.
- 15.3. How we collect, use, and store personal information is set out in our privacy policy.
- 15.4. We will not disclose your personal information to any third parties for marketing purposes without your express consent.
- 15.5. Where some aspects of delivering copywriting services require the handling of third-party client data such as customer, partner or supplier information, you are the Data Controller, and we are the Data Processor, and the following will apply:

15.6. Subject matter of processing

- 15.6.1. The subject matter of the processing under this Contract will or may be the contact details of the Controller's customers.

15.7. Duration of processing

- 15.7.1. The data will be processed and erased per the Controller's instruction. The Processor will, unless instructed otherwise, cease processing any personal data and erase such data after six years, after which they may be destroyed without further notice.

15.8. Nature and purpose of the processing

- 15.8.1. The nature and purpose of the processing are for the Controller to receive support from the Processor with case study services.
- 15.8.2. Processing will be limited to such matters, conducted electronically and using hard copy information.

15.9. The categories of data subjects and type of personal data

- 15.9.1. The categories of data subjects will include those recorded on the Controller's email manager and other such systems.
- 15.9.2. The type of personal data will include, where appropriate, names, email addresses, contact details and phone numbers.

15.10. Obligations of Processor

- 15.10.1. The Processor will:
- Only process personal data according to the Controller's documented instructions, including transfers to a third country or an international organisation, unless required to do so by Union or member state law to which the Processor is subject. In such a case, the Processor shall inform the Controller of that legal requirement before processing unless that law prohibits such information on important public interest grounds.
 - Ensure that persons authorised to process the personal data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.
 - Take all measures required to implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk to such data, including,

where applicable, the use of pseudonymisation/encryption of personal data; the ability to ensure the ongoing confidentiality, integrity, availability, and resilience of processing systems and services; the ability to restore the availability and access to personal data promptly in the event of a physical, or technical incident; a process for regularly testing, assessing, and evaluation, the effectiveness of technical and organisational measures for ensuring the security of the processing.

- Not engage a sub-processor without prior specific or general written authorisation from the Controller. Where the Processor engages a sub-processor, the Processor will place the same obligations on the Sub-processor on the Processor that is placed upon the Processor by this Contract.
- Shall assist the Controller insofar as possible in fulfilling its obligation to respond to requests to exercise the data subject's rights.
- Assist the Controller in ensuring compliance with data protection legislation around the security of personal data, considering the nature of processing and the information available to the Processor.
- At the choice of the Controller, delete or return all the personal data to the Controller after the end of the provision of the services relating to processing, and delete existing copies unless the law requires the storage of the personal data.
- Make available to the Controller all the information necessary to demonstrate compliance with our obligations as a processor and allow for and contribute to audits, including inspections conducted by the Controller or another auditor mandated by the Controller.

16. Legal Status

16.1. The relationship between us shall be that of principal and independent self-employed contractor and not in any way that of employer and employee. This contract is non-exclusive, with either party being free to engage in any business of its choosing with any establishment of its selection. Nothing in this contract shall create a partnership or joint venture between us, and save as expressly provided in this contract, neither of us shall enter into or have authority to enter into any engagement or make any representation or warranty on behalf of or pledge the credit of or otherwise bind or oblige the other.

17. Other Important Terms

17.1. This contract represents the entire agreement between the parties with respect to the services. It shall prevail over any conditions contained or referred to in any of your documents or otherwise.

17.2. If any part of this agreement is found to be void or unenforceable by any court of competent jurisdiction, such part shall be severed from this agreement, which will otherwise remain in full force and effect.

17.3. These terms shall remain in force until altered in writing and signed by both parties.

17.4. Our failure to enforce any one or more of these terms and conditions at any time or for any period shall not be a waiver of them or a waiver of the right to enforce such terms and conditions on a future occasion.

17.5. You may not assign this Contract or any rights or obligations under it without our written consent.

17.6. Unless otherwise agreed and subject to the then-current prices, these terms of business shall apply to any future instructions you give us.

17.7. A person not a party to the Contract shall have no rights under the Contract pursuant to the Contracts (Rights of Third Parties) Act 1999.

17.8. Governing Law and Jurisdiction

17.9. This Contract shall be governed by and construed under English law, and the parties hereby submit to the exclusive jurisdiction of the English and Welsh courts.