

Copywriter Agreement

In this Agreement, the Copywriter shall be Philip Grant McCumskey, and the Client shall be any person, company or entity who enters into a contract with the Copywriter.

The Copywriter's estimate and any subsequent contract entered into will be subject exclusively to the Terms and Conditions set out below.

Terms and Conditions

1. Copyright

(a) Unless agreed otherwise, the entire copyright of the words and/or phrases created is retained by the Copywriter at all times throughout the world. see: http://www.intellectual-property.gov.uk/std/faq/copyright/who_owns.htm

(b) The Copywriter 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 the Copywriter's agreement of reproduction rights in respect thereof. Any reproduction rights granted to the Client are by way of license and no partial or other assignment of copyright shall be implied.

2. Use

(a) On payment by the Client, the Copywriter grants permission for the use of the words, but only in the publications, adverts, websites or other channels for which they are commissioned. The Copywriter reserves his economic rights and may charge extra if the words are used in publications, adverts, websites or other channels for which they were not commissioned.

(This means that if the Copywriter writes a brochure, the Client must confirm whether the words will be used in any other channel and, if this is the case, the Copywriter reserves the right to charge extra.)

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

3. Client Confidentiality & References

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

(b) If required by the Client, the Copywriter will provide details of two referees who are previous or current clients.

4. Indemnity

(a) While the Copywriter 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 the Copywriter 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 the Copywriter.

(c) It is the Client who must ensure that all necessary rights and/or consents which may be required for reproduction are obtained and it is acknowledged that the Copywriter gives no warranty or undertaking that any such rights and/or consents have, or will be obtained, whether in relation to the use of names, people, trademarks, registered or copyright words and/or phrases. In the event that the words and/or phrases are issued or reproduced by, or with the authority of, the Client, then the Client shall indemnify the Copywriter against any loss or damage, proceedings or costs where such rights, releases or consents have not been obtained.

5. Process & Timescale

(a) The Copywriter will produce an estimate of charges to deliver copy based on the information supplied by the Client. The Copywriter reserves the right to amend this fee if the job takes longer than anticipated, or if your requirements change.

(b) The Copywriter will produce a first draft in the timescale agreed and will expect amendments/revisions on a first draft within one week (7 days) of the Client receiving the first draft from the Copywriter.

(c) The Copywriter will write up to three (3) drafts in total within the initial estimate of charges.

(d) A longer time length may be agreed upon, but if after thirty (30) days following delivery of the first draft, subsequent amendments have not reached the third or final draft, the Copywriter reserves the right to charge the client 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 third or final draft, the Copywriter reserves the right to charge the Client 100% of the total cost of the job, less any amount already paid under 5(d).

(f) Subsequent amendments after either a) the third 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 to the Client at £60 per hour.

6. Copywriter Payment Terms

(a) Payment terms are by return from date of invoice by cheque or by automated credit transfer (BACS) unless otherwise agreed.

(Note: BACS details will be stated on the Client's invoice. Proof of postage of cheques is not considered proof of receipt.)

(b) The Copywriter understands and may exercise his statutory right to claim interest and compensation for debt recovery costs under the Late Payment of Commercial Debts (Interest) Act 1998, if payment is not made according to agreed credit terms.

(c) If payment is not made in accordance with 6 (a) above, the Copywriter may rescind this Agreement and recover damages, or, at the Copywriter's option, exercise his 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. The Copywriter may consider these invoices as overdue when pursuing legal action for the recovery of said debts.

(e) The Copywriter reserves the right to suspend ongoing services and also reserves the right to advise any third parties, to whom this suspension of service may affect, such as the Client's designer, PR agency, marketing company, partners, or stakeholders.

7. Rejection

(a) Unless a rejection fee has been agreed in advance, there is no right to reject on the basis of the Copywriter's style, composition, editing or interpretation of the Client's needs, amendments or circumstances. The Client commissions the Copywriter based on his style and previous work examples.

(b) If the Copywriter is commissioned by the Client to write a first draft and thereafter the Client decides not to continue using the Copywriter for further draft stages or decides at any stage that they, the Client, will finish the work themselves or use another agency, the Copywriter reserves the right to charge the Client the full cost (100%) of his estimate and payment terms noted in paragraph 6(a) will apply.

8. Applicable Law

This Agreement shall be governed by the laws of England & Wales.

9. Variation

The Terms and Conditions contained in this Agreement shall not be varied except by mutual consent between the Copywriter and the Client, in writing.