



Cate Bickmore Communications: Terms and Conditions

1 DEFINITIONS

The following definitions apply throughout this document:

- 1.1 'The supplier' and 'the service provider' mean Cate Bickmore, t/a Cate Bickmore Communications, of Hemel Hempstead, Hertfordshire (www.catebickmore.co.uk).
- 1.2 'The client' and/or 'the customer' indicate the individual, business or other legal entity purchasing services from Cate Bickmore Communications.
- 1.3 'Agreement' means the contract for services arising from any accepted brief, proposal, quote and/or terms and conditions mutually agreed between Cate Bickmore Communications and the customer.
- 1.4 'Calendar days' means any day of the year including all weekends and bank holidays.
- 1.5 'Working days' means Monday to Friday 09:30 to 18:00, excluding Saturdays, Sundays and English bank holidays.

2 GENERAL

- 2.1 These terms and conditions shall apply to all services provided by the service provider to the customer, unless otherwise mutually agreed in writing (including e-mail).
- 2.2 The supplier will make all reasonable efforts to provide the services within the timeframes agreed but time shall not be of the essence in the performance of any service.
- 2.3 The supplier provides all services on a freelance basis, whereby the service provider and the client remain independent entities throughout and direct employment is neither assumed nor implied. Thus, all decisions regarding the location and time at which work is undertaken rest with the service provider.
- 2.4 Any contract and/or agreement between the supplier and the client, and these terms and conditions, shall be governed by the law of England and Wales.
- 2.5 The customer is deemed to have accepted these terms and conditions when they accept the supplier's quote and thus commission the service(s) contracted for. Thus, these terms and conditions form part of any contract or agreement arising.

3 PROVISION OF THE SERVICES

3.1 For copywriting and editing services, any amendments or updates that are reasonable and remain within the scope of the original brief are included in the original quote and will not be charged for.

3.2 After supply of the first draft or edit, any amendments or updates that exceed the scope of the original brief will be charged for, and these amendments will not be made until such payment has been agreed in writing (including e-mail).

3.3 The customer agrees to communicate swiftly and effectively with the supplier as required. If the supplier is unable to proceed with a project due to non-communication by the client, the full amount payable for the project will be invoiced when 10 working days have elapsed without communication.

3.4 If the client chooses to cancel the contract once work has begun, the full amount quoted remains payable and will be invoiced immediately.

4 INTELLECTUAL PROPERTY RIGHTS

4.1 For copywriting, the supplier retains copyright of all copy provided until the relevant invoice has been paid in full.

4.2 When any copywriting invoice is paid, copyright over the copy thus purchased passes from the service provider to the customer.

5 FEES AND PAYMENT

5.1 Before work begins, the supplier will provide a quote for services in light of the brief and request provided by the client. Being a quote (rather than an estimate) this will state the final price to be paid.

5.2 All quotes are valid for 30 calendar days from issue.

5.3 If — having accepted the initial quote — the client wants to change the brief, the service provider will issue a new (replacement) quote to reflect any change in the scope of the work.

5.4 If the customer does not wish to accept the revised quote, the service provider reserves the right to charge for work already undertaken.

5.5 The supplier will invoice the client when the work is complete per the quote, unless otherwise agreed in writing (including e-mail).

5.6 All invoices must be paid in full within 30 calendar days of issue.

5.7 Where an invoice is not paid within 30 calendar days, late payment fees will be charged in accordance with UK law, which is explained in greater detail on the government's website (<https://www.gov.uk/late-commercial-payments-interest-debt-recovery>). In most cases, this means interest will be charged daily at 8% plus Bank of England base rate. A debt recovery fee will

also be charged for each invoice overdue.

5.8 The supplier will accept no exceptions to 5.3, 5.4, 5.5, 5.6 and/or 5.7 above, unless agreed with the customer in writing before work begins.

6 LIMITATION OF LIABILITY

6.1 The supplier shall not, under any circumstances, be liable to the client for any loss of opportunity, profits, damage or consequential loss whatsoever.

7 FORCE MAJEURE

7.1 Neither the supplier nor the client shall be held responsible for any failure to meet its contractual obligations arising from circumstances beyond their reasonable control. These circumstances include (but are not limited to) acts of God, industrial action, accident, war, fire, flood and/or errors on the part of authorities controlling telecommunications, internet service providers or postal services.

8 WAIVER

8.1 The decision by any party not to enforce any aspect of these terms and conditions, or of any related contract or agreement, shall not be considered a waiver of them nor shall it limit the parties' entitlements to enforce such terms on subsequent occasions.

9 INDEMNIFICATION

9.1 The client agrees to indemnify the service provider against all claims, costs and expenses that may arise directly or indirectly from their agreement.