



## **Working with Hey Marketing Ltd**

You should read this agreement before commissioning services from me. If you're unsure about any part of it, just ask for clarification.

### **1 Definitions**

"Agreement" means the terms and conditions that govern the commission and provision of Services by Hey Marketing Ltd. and forms the basis of a contract.

"Terms" means the terms specified in this Agreement.

"Me", "I", "My," refers to Elizabeth Howe of Hey Marketing Ltd. registered in England under company number 8805064 of 30 Daisy Lea Lane, Huddersfield, HD3 3LP.

"You," "Your" or "Yours" refers to the individual, firm or legal entity commissioning Services from Hey Marketing Ltd.

"Services" means and refers to all work and activities undertaken and provided by Hey Marketing Ltd.

"Source Material" means the documents and information supplied by You for the provision of Services.

### **2 General**

- 2.1 By submitting a payment, or approving a quote either in writing or verbally, You are agreeing to this be bound by these Terms.
- 2.2 These Terms apply to all contracts for the provision of Services by Me to You. Any variation of these Conditions must be confirmed in writing before Services commence.
- 2.3 If any part these Terms is held to be illegal or unenforceable, neither the validity nor enforceability of the remainder of this Agreement shall be affected.
- 2.4 This Agreement supersedes all prior representations, writings, negotiations or understandings.

### **3 Quotations**

- 3.1 I will create quotations based on Your description and requirements either provided orally or in writing.
- 3.2 I work on an hourly rate, exclusive of any reasonable expenses; the rate is subject to change at any time.
- 3.3 A quote will be provided for each project, based on the estimated time required to complete the Service(s). Alternatively, a monthly retainer can be agreed for a collection of ongoing Services.
- 3.4 Each quote is valid for 30 days.
- 3.5 A binding Agreement shall come into existence upon Your oral or written approval of the quote or request for work to proceed. Such approval or request shall be deemed conclusive evidence of the Your acceptance of these Terms.

#### **4 Expenses**

- 4.1 Any expenses may be billed in addition to the hourly rate, including but not limited to: printer cartridges (where excessive printing is required), photography, imagery, fonts, hi-res scanning, digital proofs, production expenses, postage, travel and transport, sales tax (when applicable), phone call charges, courier and shipping services, hiring on your behalf of contract writers/designers/printers/agencies and their related costs and expenses, software, web hosting, and printing fees. Car mileage will be billed 45p per mile.

#### **5 Payment Terms**

- 5.1 Unless otherwise agreed, I'll issue an invoice upon delivery of Services; Payment is due in full by bank transfer within 14 days of the invoice date.

#### **6 Delivery**

- 6.1 Delivery dates are estimates, which I will endeavour to achieve but cannot guarantee; I shall not be liable in the event of delivery being delayed. Any delay shall not be deemed a breach of the Agreement, nor shall You be entitled to reject the Agreement by reason of the delay.
- 6.2 Delivery is deemed to have taken place after transmission by email, on posting, delivery to a carrier or on collection by You.
- 6.3 Unless otherwise agreed, Services will be delivered in electronic format.

#### **7 Approval**

- 7.1 Written or verbal approval by You (or any employee or representative of Yours) will be taken as sign-off and authority to proceed.

- 7.2 It is important that You make all final corrections before production or publication. I will not be liable for Services that have received approval by You for any mistakes, changes or corrections identified or made thereafter.

## **8 Service Quality and Standards**

- 8.1 You and I both understand that the Services I provide are not an exact science and no two consultants/proofreaders/writers will consult/proofread/write in the same way as each other. You accept that whilst I will make every attempt to ensure all Services supplied are accurate, I give no guarantee in that regard and You agree not to hold Me liable for any consequential loss, expense or damage caused by any error, inaccuracy, omission or difference of interpretation, including but not limited to: any loss of revenues, profits or anticipated profits or revenues; any loss of business or expected future business; any loss of data related to this Service; any damage to Your reputation or goodwill; damages or costs incurred by or payable to any third party; any loss, cost or damage that is not foreseeable; any loss, costs or expenses arising from reproducing or republication of Services; any loss arising in the event that the use of Services are in breach of Your regulations.
- 8.2 In the unlikely event of any error or fault with My Services, You must notify Me within five working days of delivery and prior to print/production/publication and allow Me the opportunity to rectify the problem; unreasonable failure to do so will amount to a waiver of any related defence, claim or off-set against Me. After five working days, I will not be required to amend nor be liable for any such error, omission or fault.
- 8.3 If you request changes after a project is completed and approved, I reserve the right to charge You additional costs. Such costs will be agreed in writing before recommencing any Services.

## **9 Cancellations and Refunds**

- 9.1 If You commission Services from Me and subsequently cancel after work has commenced, You shall pay Me either a sum equal to 50% of the quote.
- 9.2 In the event that I am unable to fulfil my obligations, I will refund the amount You have paid in full, without incurring any further liability including (but not limited to) non-performance or otherwise.

## **10 Your Obligations**

- 10.1 It is Your responsibility to provide Source Material for the Services and to ensure that it is free of plagiarism and does not infringe any copyright, trademark, patent, proprietary right of any third party or of any other kind. If I identify such fault in the Source Material, I reserve the right to refuse to continue providing Services. I shall be under no obligation to indicate or correct any errors, of whatever nature, in any Source Material that You supply to me. I shall not be held liable for any consequent errors caused by

inaccuracy in the Source Materials, nor take any liability for any claims made against You for plagiarism, infringement of copyright, trademark, patent of any kind.

- 10.2 You shall endeavour to approve Services in writing prior to their use in print, production or publication.
- 10.3 You shall not make any claims against Me or take disciplinary actions arising from Your improper, unethical, and/or illegal use of any Services.
- 10.4 You shall obtain legal advice where the content provided is in relation to a legal matter, such as use of data, privacy policies and terms and conditions. I will only provide drafts based on Your specification and will not be held liable in any way for omissions and technical inaccuracies with respect to the nature of the business.
- 10.5 Where You are providing data to Me, You accept that You are the data controller and processor and will abide by all legal GDPR requirements.
- 10.6 You shall ensure You own any intellectual property (photography, illustrations, logos, customer data, trademarks, domain names etc.) that You supply to Me or provide Me with access to, in accordance with UK copyright and data protection laws. I cannot be held responsible for any violations or resulting fees due to adverse materials You provide.
- 10.7 You must ensure You hold the correct NLA/CLA licence should You wish to copy any newspaper, online or journal articles.
- 10.8 You will not hold Me liable in any way to any unethical, inappropriate, illegal, or otherwise wrongful use You make of the Services.

## **11 My Obligations**

- 11.1 I shall provide the Services using my best skill and care.
- 11.2 I agree to complete any hours outlined in the quotation, except where it is not physically possible e.g. as a result of illness or childcare arrangements; any lost hours will be made up as soon as possible. I will advise any annual leave or holidays in advance. In all instances, where hours fall short of the quotation any invoice due will be reduced accordingly.
- 11.3 I will use my best skill and care in selecting any other third-party agents that are required to complete the Services.
- 11.4 I shall take every care to correct errors, inaccuracies and omissions but do not warrant that work will be error free.
- 11.5 If My Services are for the aim of You making a sale or publishing an article, book, manual or any other type of documents, I do not – in anyway, under any circumstances – guarantee that the provision of My Services will result in the

Your work getting published or accepted by an agent or in You making a sale.

## **12 Relationship of the Parties**

- 12.1 You and I both agree that my Services are performed as an independent contractor and that nothing in this Agreement shall be deemed to constitute a partnership, joint venture, agency relationship or otherwise between Us.

## **13 Liability**

- 13.1 Under no circumstances will I incur any liability of any kind or nature whether in contract or tort or otherwise for any direct or indirect loss arising out of Your use of My Services or the late delivery of any of Service.
- 13.2 Without prejudice to the above, My total liability in contract, tort or otherwise (including negligence) arising directly out of or in connection with this Agreement shall be limited to the price paid for the services.
- 13.3 Nothing in this Clause 13.1 will serve to limit or exclude either party's liability for fraudulent misrepresentation.
- 13.4 Neither You nor Me shall be liable for failure to perform or delay in performing any obligation under this Agreement if the failure or delay is caused by any circumstances beyond our reasonable control, including but not limited to acts of God, war, pandemics, civil commotion or industrial dispute.

## **14 Confidentiality**

- 14.1 Neither You nor Me will use, copy, adapt, alter or part with possession of any information of the other, which is of a confidential nature.

## **15 Intellectual Property Rights (IPR)**

- 15.1 All Services I perform shall remain My exclusive property until payments have been received from You in full, after when all IPR of whatever nature in any material written, designed, created by Me shall belong to You. I reserve the right to use any extracts work for my portfolio.

## **16 Governing Law**

- 16.1 This Agreement shall be governed by and construed and enforced in accordance with the internal laws of the United Kingdom.

## **17 Your Agreement**

- 17.1 I hereby accept this Agreement and I am duly authorised to do so:

<b>PROJECT TITLE</b>	
SIGNED For and on behalf of <b>Company name</b> <i>(Please sign)</i>	
By <i>(Print name)</i>	
Position	
Date of signature	