

TERMS & CONDITIONS



This document outlines the conditions under which we'll do business together. Gem Writing Ltd reserves the right to change and update these Terms and Conditions without prior notice, however the most up-to-date document will always be on the website, and any new conditions will not apply once the Contract between us is formed (see paragraph 1.2 below).

1. Basis of Agreement

- 1.1. **Our Services:** Gem Writing Ltd will provide the services set out in our e-mail communications with you. From time to time Gem Writing Ltd may use the services of a consultant copywriter but such person would be supervised by me.
- 1.2. **Our Contract.** Any quotation given by Gem Writing Ltd shall not constitute an offer. When you confirm that you would like us to supply services in line with our quotation such order will only be deemed accepted when Gem Writing Ltd issues written acceptance of the order at which point and on which date the contract (Contract) shall come into existence.
- 1.3. **Testimonials & examples of work:** Unless you explicitly request in writing, by commissioning Gem Writing Ltd you give permission for us to: (a) refer to you as a Gem Writing Ltd client on our website and other promotional material; (b) Describe work we have written for you; (c) use your work as a case study to promote the benefits of using Gem Writing Ltd; (d) include representations of any designs that include Gem Writing Ltd copy; (e) publish testimonials that include your name on our website and other promotional materials.
- 1.4. These terms apply to the Contract to the exclusion of any other terms that you seek to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
- 1.5. **The Contract** constitutes the entire agreement between us. You acknowledge that you have not relied on any statement, promise, representation, assurance or warranty made or given by or on our behalf, which is not set out in the Contract.

Any samples, descriptive matter or advertising issued by Gem Writing Ltd or descriptions or details contained in Gem Writing Ltd catalogues, website or brochures, are for the sole purpose of giving an approximate idea of the services provided by us but they do not form part of the Contract or have any contractual force.

Gem Writing Ltd t/a Georgina El Morshdy & Gem Writing – April 2015
1a Eddystone Road, Wadebridge, Cornwall, PL27 7AL, England.
Tel: 07954 580 039 email: georgina@gemwriting.co.uk web: www.gemwriting.co.uk

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Gem Writing Ltd agrees to use all reasonable endeavours to meet any performance date specified in our quotation but any such dates shall be estimates only and time will not be of the essence for performance of these services.

2. Price:

2.1. Quotes: Unless otherwise specified, quotes include briefing time, research, writing and any reasonable revisions required to produce a final version and quotations are valid for a period of 30 days from date of issue.

2.2. Invoicing and payment terms: Once we have provided the Services we will issue an invoice for the agreed amount plus VAT. Unless agreed in writing, the full amount is due within 14 days of the invoice date. Payment can be made by BACS or cheque.

Interest on late payment: If you fail to settle your invoice within 14 days. Without prejudice to any other right or remedy Gem Writing Ltd may have, if you fail to pay me on the due date:

(a) you will shall pay interest on the overdue amount at the rate of 2% per annum above Lloyds' base rate from time to time; and

(b) Gem Writing Ltd may suspend all Services until payment has been made in full.

2.3. All amounts due by you must be made in full without any set off or deduction of any kind.

3. Liability:

3.1 Proof confirmed by You: Once you confirm that proofs and any other material provided to you are acceptable then no further amendments will be permitted and you, acknowledge that in relation such materials: (1) all factual information, figures, spelling and grammar is accurate; (2) there are no omissions or other inaccuracies; (3) in respect of any third party Intellectual Property Rights you have obtained written confirmation from the owner entitling you to license such rights in respect of anything that you have supplied to Gem Writing Ltd;. **Intellectual Property Rights** include copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and confidential information (including know-how), and all other intellectual property rights, whether registered or unregistered.

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3.2 **Nothing in these Conditions** shall limit or exclude the liability of Gem Writing Ltd for:

- (a) death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;
- (b) Fraud or fraudulent misrepresentation; or
- (c) Breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).
- (d) Gem Writing Ltd will under no circumstances be liable to you whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Contract; and Gem Writing Ltd's total liability to you in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the value of the Contract.

3.4 The terms implied by sections 3 to 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract. .

4. Copyright.

On receipt of full payment as set out in paragraph 2 above, Gem Writing Ltd will assign to you absolutely all its right, title and interest in all copyright, and rights in the nature of copyright throughout the world. This includes the right to bring, make, oppose, defend, appeal and obtain relief for (and to retain any damages recovered) in respect of any proceedings, claims or actions for infringement, or any other cause of action arising from ownership, of any of these assigned rights, whether occurring before, on or after the date of this agreement.

5. Alterations and Termination:

5.1. **Alterations:** Whilst a reasonable number of revisions are included in the Contract price, if you change the Contract specification a supplementary charge will apply.

5.2. **Termination of a retainer:** You can cancel the Contract by giving one-months written notice and will may be required to pay for services provided to the date of cancellation. Without limiting our other rights or remedies, Gem Writing Ltd may terminate the Contract with immediate effect by giving written notice to you if you fail to pay any amount due under this Contract on the due date for payment and fail to pay all outstanding amounts within 15 days after being notified in writing to do so.

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6. Miscellaneous

6.1. Gem Writing Ltd may at any time assign, transfer, subcontract or deal in any other manner with all or any of its rights under the Contract and may subcontract or delegate in any manner any or all of its obligations under the Contract to any third party or agent. You shall not, without the prior written consent of Gem Writing Ltd, assign, transfer, subcontract, or deal in any other manner with any or all of its rights or obligations under the Contract.

6.2. For the purposes of this Contract, if an event beyond the reasonable control of Gem Writing Ltd occurs including but not limited to strikes, lock-outs or other industrial disputes (whether involving the workforce of Gem Writing Ltd or any other party),

failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors (Force Majeure Event) then Gem Writing Ltd will not be liable to you as a result of any delay or failure to perform its obligations under this Contract as a result of a Force Majeure Event. If the Force Majeure Event prevents Gem Writing Ltd from providing any of the Services for more than 30 days we shall, without limiting our other rights or remedies, have the right to terminate this Contract immediately by giving written notice to you.

6.3 No variation to the Contract will be effective unless agreed in writing by Gem Writing Ltd.

6.4 The Contract is governed by the laws of England and Wales and the courts of England and Wales will have exclusive jurisdiction.