

TERMS OF BUSINESS

Definitions

All business entered into by Tom Rigby with any commissioning company, agency or organisation, is transacted subject to the conditions set out below. Tom Rigby reserves the right to change these Terms from time to time, without prior notice, except where a commission has been accepted prior to the change.

Acceptance of Proposals & Quotations

Proposals and quotations provided by Tom Rigby will be based on the information made available at the time and shall remain open for acceptance for 30 days after issue. The written acceptance of a proposal or quotation shall be subject exclusively to these Terms and deemed as a contractual agreement between the client or agency and Tom Rigby.

Acceptance & Completion of Commissions

Client or agency briefs will only be accepted when supported by an official purchase order or written confirmation. Acceptance of commissions, written or verbal, is made only on the understanding that these Terms, which override any client or agency's own Terms, have been fully read, understood and accepted by the commissioning client or agency. A commission is regarded as complete once it has been delivered and the client or agency has not asked Tom Rigby to carry out any further work on the commission within 14 working days of delivery. Within this context 'delivered' means despatched by Tom Rigby.

Fees & Expenses

Unless impractical to do so, fees for any particular project will usually be quoted and agreed in advance. Unless otherwise agreed in writing, all fees are inclusive of consultation, research, writing, evaluation, reasonable revisions (assigned within 14 working days) and ordinary communication costs. It is exclusive of travel - rail, taxi, air (at cost) and car (45p per mile); subsistence (£10 per day); time spent travelling to and attending meetings (£20 per hour); extraordinary expenses and communications, which will be agreed beforehand and charged at cost.

Payment & Credit Policy

Unless otherwise agreed in writing beforehand, invoices will be paid by the client in every case within 21 days of issue. Payment can be made either by cheque or direct bank transfer. The client or agency will be responsible for any bank charges incurred. In exceptional circumstances, Tom Rigby reserves the right to seek a proportion of the fee to be paid in advance of starting work on your behalf. The balance will then be due within 21 days of my final invoice.

Tom Rigby is a signatory to the UK Government's Better Payment Practice Code. In accordance with the Commercial Debts (Interest) Act 1998 and as amended and supplemented by the Late Payment of Commercial Debts Regulations 2002 (incorporating European directive 2000/35/EC), Tom Rigby reserves the right to charge interest on late payments at 8% per annum over and above the base rate set by the Bank of England plus a reference rate of 0.5%, in addition to other actions including but not limited to the legal process.

Copyright

Copyright to all work authored by Tom Rigby (including copy amended from existing text supplied as part of the brief by the client or agency) will rest with the company until payment is received in full, whereupon it will be passed to the client or agency. Until such time any unauthorised copying, modification, reproduction, distribution or publication will constitute an infringement of the Copyright, Designs and Patents Act 1988 and may leave the client or agency open to legal action. In all cases Tom Rigby reserves the right to use selected extracts for promotional purposes. Tom Rigby is not liable for any breach of copyright on materials supplied by the client or agency.

Non-Disclosure & Confidentiality

All materials supplied to or produced by Tom Rigby will be treated as confidential and will not be disclosed to any third party without the written consent of the client or agency. Any material left with Tom Rigby is done so entirely at the client or agency's risk and you agree to indemnify Tom Rigby against any action whatsoever by you or a third party associated with the accidental disclosure or loss of this information.

Legal Responsibility (Exclusion of Liability)

While every effort is made to ensure that work supplied by Tom Rigby is prepared with due care on the basis of information made available by the client or agency at the time, it is the responsibility of the client or agency to ensure that any copy or other work supplied by Tom Rigby (a) complies with all relevant laws, regulations and other statutory instruments that may apply to content or terminology used in the work; (b) that all facts, spelling and grammar are correct; and (c) that they have legal right to use illustrations, photographs, graphical devices, trademarks, logos and any other item that forms part of the brief or completed commission. Tom Rigby cannot indemnify the client or agency against nor accept liability for any consequential loss caused by inaccuracy, late or lost delivery, and misuse of copyrighted material or claims for damages or redress from third parties. This nullifies any reference to such indemnity or claim for consequential loss contained in any official purchase order supplied by any client or agency.

Alterations & Cancellations

In the event of any subsequent, significant changes to the scope of the brief or the commission, Tom Rigby reserves the right to adjust fees accordingly to cover any additional costs or time involved. Any additional fees will be quoted and agreed at the time. If a commission is cancelled or delayed for more than 30 days by the client or agency before the work has been completed, a kill fee of up to 50% may be incurred.

Complaints

If there is any aspect of the work or service which you are not happy with, for any reason, please contact Tom Rigby. If both parties agree that proper opportunity has been given to address your concerns – based on a reasonable and collaborative working relationship, and a minimum of two further drafts – and you still consider that the work does not meet the brief, the contract will be cancelled and no payment will be due. This is entirely without prejudice and any implied liability or admission of failure or inability to complete the contract. In such circumstances Tom Rigby will retain the copyright for all work completed on your behalf and you will undertake to make no use whatsoever of the material. You will also agree to absolve Tom Rigby of any responsibility for any loss of income or for any costs or damages suffered by you or by any third party as a result of any delay.

Governing Law

Any contract between the Tom Rigby and the client or agency, written or otherwise, of which these terms of business form part, shall be interpreted in accordance with the laws of England and Wales.