

Terms and Conditions

These terms and conditions apply to all dealings between you and Chris Reeves Communications.

Acceptance of these Terms and Conditions

If you ask me to start work on your project you are deemed to have accepted these terms and conditions in full. If you place an order on behalf of an organisation, liability extends to the organisation.

Point of Contact

Organisations should nominate one person to be my main contact and they must have the appropriate authority to instruct me.

Project Brief

I will provide the services you request in accordance with your project brief, any proposal I may prepare and any other written correspondence.

Unless otherwise specified in my proposal, my fees include an initial draft, a first revision and a final version.

Changes to the Project Brief

Changes to the project brief should be confirmed in writing (email is fine).

Any changes to the project brief or timetable may affect the fees. If this happens I will tell you immediately and will not proceed until you approve the changes in writing.

Meetings

The project's 'inception meeting' – the meeting that starts the project (if one is required) – is normally offered at no charge.

The need for 'working meetings', to discuss, review and progress the project, will be agreed during development of the brief and those planned will be included in the project budget.

Meetings (continued)

If 'working meetings' are not planned they will be deemed to be held 'as and when required'. In this case, meetings will be charged at either the rates specified in the project's proposal or at my standard daily rate.

If you are late or miss a meeting, I have the right to charge for my time and expenses.

Travel Expenses

The need and method of travel will be agreed before it is undertaken.

Travel expenses will be charged at 45p per mile for car journeys or at cost price for standard class travel by plane, train or taxi (receipts will be provided on request).

The mileage used will be the 'shortest route' calculated by Bing Maps (www.bing.com/maps).

Reports

I will produce reports in my own design and format unless otherwise requested in advance in writing.

Meeting the Timetable

Any timetables quoted are estimates only and are not 'of the essence', ie: crucial. It assumes that you meet those deadlines we agree between us and that you provide all the information or resources I may need from you. There is no liability on my part for time estimates.



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Ongoing Services

If you book me to work for a specified number of hours each month, any extra hours will be charged at my standard daily rate at the end of each month. Any unused hours will be carried forward to the following month. If any hours remain unused after two months, they will be chargeable (even if not worked).

Exclusivity

I have exclusive rights to carry out the work contained within a particular project brief as long as the work is ongoing.

Confidentiality

If you consider any information you give me as being confidential you must define it. I will not disclose this information without your written consent (unless the information is or becomes public knowledge, or I am required to disclose it in accordance with Court Order and statute).

Invoicing

Payments will become due in accordance with the project brief. In most cases, as soon as you agree the project proposal I will send you an invoice for 50% of the fee. I will invoice the remaining 50% on completion of the work. If there is a delay of one calendar month or more between the first draft and completion, I may send you a further invoice for another instalment of 25%, with the remaining 25% becoming due on completion of the work. For small amounts I may invoice 100% in advance.

Paying Me

Please pay me within 14 calendar days from the date on the invoice unless otherwise agreed by us in writing. I accept payment by bank transfer or cheque.

Late Payments

If you do not pay by the due date, I will suspend work. I will usually be happy to recommence work as soon as payment is made.

Late Payments (continued)

Under The Late Payment of Commercial Debts (Interest) Act 1998, I have the right to charge interest at 8% per year over bank base rate, from the date payment is due to the date payment is received by me. The Act also gives me a statutory right to claim compensation for debt recovery costs plus all admin costs I may incur, including letters, phone calls and drafting summons (receipts will be provided on request).

Other Contractors

I have the right to use subcontractors if necessary. I will ensure that any third parties that I may use will have suitable skills to meet your time, cost and quality requirements.

Liability

You are responsible for the actions of all your employees, agents and consultants.

You should give me the appropriate royalty-free licence to use your information and items such as logos and trademarks while I am working with you.

You will be responsible for the accuracy and legality of work and materials you approve and use.

It is your responsibility to keep copies and backups of any information and items you give me.

You should ensure that any information you pass to me does not infringe any third-party rights, ie: you must hold full copyright or have the authority of the copyright holder to use the information in the way you request. If you ask me to use materials that infringe the rights of a third party, you must pay for any loss or damage caused.

If changes are required after documents have been produced and the changes are due to you providing me with incorrect information, then I will correct them and charge you for doing so at my standard daily rate.



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Working at Your Premises

You should be aware of your health and safety responsibilities if I am working at your premises. Please tell me about any rules and regulations that apply so I can follow them.

Warranty

My services are provided to the best of my ability and based on information you provide to me. I offer no guarantee or warranty about the effectiveness of the work I produce, unless specifically agreed within the project brief.

Terminating the Project

In the event of any queries or complaints you should contact me as soon as the issue arises so I have the opportunity to resolve the situation.

If I complete the work described in the proposal but you decide not to use it for any reason, you must pay my full fee including any expenses.

If either side fails to follow the proposal correctly, or fails to meet these terms and conditions, 28 days will be allowed to correct the error or omission. If the error or omission is due to you and cannot be corrected, you must pay my fee including any expenses for any work completed up to the date the work is suspended.

Breach of Terms

If I do not act upon any breach immediately, you should not assume that I have waived any rights as to enforceability or to seek redress, unless I have expressly stated that in writing.

Other Work

If your project does not require me to work for you full-time, I have the right to work on other projects alongside yours.

Future Ownership

After you have paid me in full you will become the owner of any original materials I provide for you. The only exception is where a third-party copyright already exists, such as for photographs or illustrations, or any standard documents I may use that are marked © Chris Reeves Communications 201x.

For certain items I produce for you I may request a link or credit, for example, to www.chrisreevescommunications.co.uk.

I have the right to use the same methodology I apply to your work as I may do for other clients in the future.

Future Marketing

I have the right to use your name or to show examples of the work I do for you in my own publicity, unless you have informed me in writing that it is confidential.

Dispute

English law will be used to resolve any legal dispute should it arise.