



Joint code of conduct

Please read the Joint Code of Conduct. By hiring my services you are agreeing to the code set out in this document.

Useful terms:

The Word Artisan Limited, The Word Artisan, us, I, we and me all refer to the company The Word Artisan Limited, 26 Samsara Road, Bromsgrove, B60 2TQ, Company number 7973096 UK registered limited company you are entering a contractual agreement with.

You, client, and customer all refer to you as the customer and any company on behalf of which you claim authorisation to act when entering into a contract with The Word Artisan Ltd to provide the services outlined in your brief and therefore agreeing to the code set out within this document and the terms and conditions supplied to you at contract stage.

Quote, project commissioning document, estimate and contract all refer to the contract. This constitutes the contract entered into by both parties to agree the scope of work entered into.

1) What the Joint Code of Conduct is

By entering into a contract with The Word Artisan Ltd, you acknowledge that you have read and understood the Code of Conduct and agree to be bound by this version, sent to you in a durable format.

The terms and conditions detailed within this document, the terms and conditions document and contract take precedence over any other terms and conditions, express or implied. By hiring us, you are contracting The Word Artisan Ltd, a UK private limited company.

2) Commencement of work

The contract is confirmed when you send your acceptance of the contract and the terms and conditions via email or other durable format. Dependant on the type of work that you are commissioning, one of the following will be sent for agreement:

A quote – outlining the work to be undertaken, timings and fixed cost.

Project Commissioning Document – a detailed document outlining multi-stage projects, with an outline of the work to be undertaken, timings schedule, payment schedule and key performance indicators.

An estimate – outlining the work to be undertaken, hourly rate and estimated costs associated with the job.

Commencement of work will be on acceptance of the contract and terms and conditions documents, sent via email or hard copy.

3) Contracting with me on behalf of a third party.

If you work for an agency or services company, and commission my services for a third party, a contract will exist between The Word Artisan Ltd and you. You agree to indemnify me against any claim by any third party linked to you for compensation or damages brought about as a direct or indirect result of the use, or non-use of the materials and services I provide to you.

If you wish me to work directly with your client, I can enter into a contract directly with the third party. The contract will then exist between me and the third party, and you acknowledge that I am free to conduct a direct relationship with that client without reference, compensation or commission of any kind being payable to you.

4) Fees and payment structures

Quote pricing – For simple jobs, I will produce a quote document outlining the work, with a fixed cost. I agree a fixed price with you for the work as per the quote document.

Project commissioning pricing – For more complex jobs, I will produce a detailed plan, split into phases. The phases will have fixed costs associated with them. We agree a fixed price for the entire job, with the payments split into phases with a timed payment structure.

Estimate pricing – For jobs that are not fully scoped, I can provide you with and work to an estimate. This will form the contract until a quote pricing document or project commissioning document can be entered into. You agree to a 20% tolerance in estimated price.

Each of the documents above, will outline the price and payment terms applicable to the contracted job, and require agreement prior to commencement of work.

5) Alterations and additional fees.

We understand that sometimes, jobs need to be amended and when this happens we expect you to notify us in a timely manner. You will be liable for the fees incurred up to that point, and we will provide you with an amended pricing and specification document.

6) Our guarantee to you.

I aim to delight, by delivering your job on time, to a high standard, for the price I agree with you.

Sometimes there can be misunderstandings and disagreements, so if you are not happy with the work produced, you must let me know, we can discuss what needs to be fixed and I will do everything I can to address your concerns. This is part of the drafting process.

In the unlikely event that you are unhappy with the work produced (after three further draft submissions, produced after your full and frank constructive feedback) because it does not meet the brief and is deemed unfit for purpose, you can terminate the contract with me with no payment due for the failed elements. This is without liability or admission of failure or inability to complete the contract on our part. Under these circumstances, all copyright remains with us for the material produced and you undertake to make no use of any material contained in any drafts prepared for you. You also agree to absolve me of all responsibility for any loss of income or for any costs or damages suffered by you or any third party as a result of the delay which has been caused by non-supply.

7) Delivery schedule

I agree with you, the key delivery dates for the work undertaken. This includes review deadlines to which you must adhere to ensure that the project is on time. By both parties ensuring the

deadlines are agreed to and met, the project will be completed on time. If you require more time to review the work, then this will be reflected in a revised delivery schedule and I cannot take responsibility for later delivery in this instance.

I ensure that deadlines and milestones are met punctually, and aim to have each phase and completed work delivered to you for or before the agreed deadline. The only exception to this is in case of accident, emergency or illness. In this instance we will contact you to discuss revising the timelines as soon as is possible. You then have the right to agree to the revised timings, or cancel the job, paying for the work completed to date if you wish to utilise the output provided at the point of cancellation, should the delay caused be more than three working days. I reserve the right to delay any milestone or delivery date by three working days, in case of an emergency, illness or accident, providing I give notice upon the incident occurrence.

8) Provision of data and materials by you

- i) Confidentiality and security - Data, information or materials of any kind given to me as part of a project are treated as confidential. I agree to store them securely in password protected electronic file areas, any hard copies will be kept within locked storage. You agree to indemnify me against any action by you or your client, associated with the accidental disclosure, theft or loss of this information.
- ii) Copy drafts - If you provide copy draft which has been written by you or somebody else, you affirm that you are the copyright owner, or are authorised by the copyright owner to allow all or part of this material to be used to produce the new copyright work as part of the commissioned job. You agree to indemnify me against any claim arising from any claim that the new work breaches any existing copyright. The copy draft that I produce for you is considered an original work under the terms of our contract.
- iii) Third party examples – If you provide examples of others' work as a part of the briefing process, I will make reasonable effort to ensure the work we prepare for you does not breach the copyright of the content owner. However, you indemnify me against any action arising, as a result of use of this content as reference material.

9) Work produced

- i) Errors and literals – I make great effort to ensure that the copy produced by us is free of spelling mistakes and other literals. However, the responsibility for checking spelling mistakes and literals is yours, and you absolve me of responsibility for any costs as a result of publication of the work with such errors. Sign-off of the completed work rests with you.
- ii) Copyright is passed to you at the point of the job completion and when payment is made in full.
- iii) I reserve the right to publish all or part of the work for promotion or The Word Artisan Ltd, as I see fit, or in accordance with the limited release clause contained within the quote or project commissioning document if this was completed by you.
- iv) By entering into a contract with me, you agree to provide feedback, which may be used to promote The Word Artisan Ltd. Should confidentiality be required, your name can be reduced to a first name and Initial or other agreed abbreviation.

10) Payment terms

For corporate clients and existing personal customers our standard payment terms are that we invoice upon completion of the job, which is on delivery of the final draft. The invoice states the particular payment terms set and agreed as per the initial contract. The pay by date is binding.

For larger projects, a payment structure is agreed at contract stage, outlining payment instalments and agreed by you. Invoices will be sent at the agreed instalment dates and the pay by date for each is binding.

For new personal customers we may require payment upfront, in part or in full at the contract agreement stage, dependant on the size of the job.

In the event of cancellation by means not covered in section 6, a final invoice for the full amount will be applicable, and is payable within 5 working days. This does not affect your statutory rights.

You can make payment by BACS if agreed, or PayPal, using a credit or debit card, or cheque as outlined on the invoice. Please note that if payment is by cheque, the cheques must clear by the pay by date.

Where payment is not received within 5 working days of the due date shown on the invoice, we reserve the right to charge interest. This is applied at a rate of 8%, which is in line with DTI Better Payment Practice Guidelines.

11) Communication

Communication is key when ensuring excellent results. We understand issues can arise and if you raise any issues early, we can work to the best outcome together. You agree to ensure that timely contact as per the project schedule and payment terms is maintained. If for any reason you do not maintain contact with us for a duration of 15 or more working days, we will issue a final invoice, due for immediate payment. Failure to maintain contact is considered as a lack of response from you from the email address supplied for more than 10 working days, after we have sent three emails to the address on separate working days. We will also try to contact you by phone, but it is your responsibility to maintain communication throughout the job.

12) Jurisdiction

The terms and conditions that will be supplied with the contract are governed by and constructed in accordance with English law. For our exclusive benefit should a dispute arise connected with you using our services, it shall be resolved through the exclusive jurisdiction of the English courts.