

# Rentaquill Ltd. Services Agreement ~ 2018

This document describes the terms and conditions that apply when Rentaquill Ltd. ('I', 'me', 'my') works for you (my client). Work may include but isn't restricted to writing, editing, researching, coaching, planning, ideating and consultancy services. If there's anything you're unsure of, please get in touch before signing this document and returning it to me.

## 1. PROVISION OF SERVICE

1.1 My work focuses on persuasive writing and advice that's relevant to creating and delivering effective communications. I'll do my best to supply that work in a reasonable timeframe. I'll also keep you updated on progress. You agree that time and location aren't of the essence in our agreement.

1.2 If I take a verbal brief from you, then I may summarise my understanding before I start working for you. If I take a written brief, then the onus is on me to challenge your expectations until I'm satisfied our relationship can achieve the outcome you want.

1.3 I'll deliver my work in an agreed format. I'll make provision for two sets of amends within the budget. If you would like to make further adjustments, then I may make an extra charge but I'll get you to confirm that the increase in cost is approved before doing the work.

1.4 First drafts may include errors. I'll try to provide final versions that are free from mistakes, technical errors and literals. It's your responsibility to check final versions and you indemnify me against any costs incurred as a result of such errors.

1.5 As is the norm in a relationship between suppliers and customers, these terms govern my work to the exclusion of all and any other terms irrespective of your company's size.

## 2. OUR FEES AND OTHER EXPENSES

2.1 I assume that you will agree to my standard fees and expenses unless we have agreed something else in writing. My standard fees are £650 per day, one day minimum. I may ask for a deposit for some services, to cover the costs incurred in having a first meeting with you.

2.2 Travel is charged at £0.45 per mile in the UK. Ad hoc expenses such as hotels, trains, and overseas travel are charged at cost plus 10% or at my discretion unless we've agreed something else in advance. To make sure I can deliver the service you're expecting, overseas accommodation and travel is usually booked at a First or Business Class level unless by prior arrangement.

2.3 I may charge a fee for work commissioned that is used prior to full payment at a rate of 10% of the full fee in addition to the full fee.

## 3. PAYMENT TERMS

3.1 I'll ask you to pay for the services I provide either in advance, or partly in advance and partly in response to an invoice that I will send to you after I decide that the work has been completed. If the timeframe of the project extends to one calendar month or more, then I may ask you to settle staging payments and may expect those payments to be made before continuing with the project.

3.2 If an invoice is not paid in full within 28 days of presentation, then you will pay me interest at the rate allowed under the Late Payment of Commercial Debts (Interest) Act 1998. My standard payment terms are 28 days from date of invoice. Non-standard payment terms must be agreed in advance and in writing.

#### 4. COPYRIGHT AND INTELLECTUAL PROPERTY RIGHTS

4.1 For the purposes of these terms, copyright infers all matters that are the subject of protection under the Copyright Designs and Patents Act 1988 as may be amended by subsequent legislation and includes all creative work prepared by me or by my agents for you.

4.2 I retain the copyright and intellectual property rights for all work commissioned by you. You may ask me for an alternative arrangement in which my receipt of your final payment for the work grants you an exclusive royalty free license to use the work for the purposes intended but this needs to be agreed in writing in advance.

#### 5. INDEMNITY AND LIABILITY

5.1 From time to time, you may give me information that helps me do the work. You agree to give me all the information I ask for prior to starting the work. Unless you have told me otherwise, in writing, you warrant that:

5.1.1 you are entitled to give that information to me;

5.1.2 all documentation provided by you or on your behalf is complete, accurate and not misleading (either on its face or by inference or omission);

5.1.3 you do not know any other material facts that may be relevant to me, and,

5.1.4 I may rely on the information being true and accurate.

5.3 I do not assume any responsibility or make any representations as to the completeness or accuracy of documentation provided by you.

5.4 If third parties allege their copyright or intellectual property rights have been infringed by my use of information supplied to me by you then you will indemnify me entirely against all actions and costs, expenses, liabilities and damages (including but not limited to legal fees and to settlement sums paid on counsel's advice) that may be brought against me or incurred by me as a direct or indirect result of my use of that information.

#### 6. DATA PROTECTION

6.1 From time to time, you may give personal data to me. In this section, 'personal data' and 'processing' have meanings set out in the General Data Protection Regulations (Regulation (EU) 2016/679) (the regulations), by which I abide. I have appropriate measures in place to help me conduct my business so that I prevent unauthorised or unlawful processing of or accidental loss or destruction of or damage to personal data I hold.

#### 7. MY LIABILITY TO YOU

7.1 My services will be delivered with reasonable care and skill. My liability is limited to the fees you pay me for the work. If work comprise several elements that are billed separately, then my liability in respect of each element shall be limited to the fees paid in respect of that element.

7.2 I will not have any liability to you for any claim to the extent that such claim is or can be characterised as a claim for (or arising from):

7.2.1 loss of revenue or profits, or loss of business opportunity or loss of contracts;

7.2.2 loss of goodwill or injury to reputation, or indirect, consequential or special loss or damage; or

7.2.3 anticipated savings.

7.5 You acknowledge and agree that my services do not guarantee you will meet outcomes or deadlines. I will have no liability to you in respect of any failure by you to meet them.

7.6 I shall not be liable to you and will not be deemed to be in breach of the contract for any delay in performing or failure to perform the services where such delay or failure is due to causes or events beyond my reasonable control.

## 8. TERMINATION

8.1 Our contract shall come into force on the date you either pay a deposit for my services or raise a Purchase Order to Rentaquill Ltd for the work to be done. When you or your agent tell me to start working I shall deem that you have accepted these terms and the offer relevant to that work.

8.2 Either party may terminate the Contract at any time by serving written notice on the other if:

8.2.1 the other party is in material breach of the Contract; or

8.2.2 the other party ceases to do business or becomes unable to pay its debts as they fall due;

8.3 The termination of the contract shall be without prejudice of any rights which accrued to either you or me prior to such termination.

## 9. ASSIGNMENT AND SUBCONTRACTING

9.1 You consent to the subcontracting by me of any of my obligations to a third party.

## 10. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

A person who is not a party to this contract may not enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999 as amended from time to time.

## 11. GOVERNING LAW

These terms are governed by English law and both you and I agree to submit to exclusive jurisdiction of the English Courts.

I confirm my agreement to the terms and conditions set out in this document.

Signed:..... Dated:.....

For and on behalf of [your name] \_\_\_\_\_

Signed:..... Dated:.....

For and on behalf of [my name] \_\_\_\_\_