

# Terms of business

## Agreement

1. These Terms are between on one part, **Samantha Mayfield** ("The Contractor") and on the other part, **XXXXXXXXXX** ("The Company") and any staff and/or representatives of the Company, hereafter referred to as "the Parties", and are deemed to be accepted by the Parties by virtue of the Assignment.
2. These Terms constitute the entire agreement between the Parties and shall prevail over any prior written or oral agreements, representations or understandings between the Parties; and all other terms and conditions which the Company may purport to apply are excluded. In the event of conflict between these Terms and other terms and conditions, these Terms shall prevail unless otherwise agreed by the Contractor in writing.
3. No variations can be made to these Terms without the written consent of the Contractor.
4. The waiver of, or failure to enforce, any breach or default by either party hereunder shall not constitute the waiver of any other or subsequent or continuing breach or default.
5. These Terms are governed by the laws of England and Wales and are subject to the exclusive jurisdiction of the courts of England and Wales.

## The Assignment

1. "The Assignment" is the period during which the Contractor is engaged by the Company to render services. The Parties agree that arrangements in relation to each Assignment represent an individual contract and that the Company shall have no right of set-off or counter claim between the individual Assignments.
2. These Terms shall not give rise to a contract of employment between the Company and the Contractor. For the duration of any Assignment a contract for services exists between the Company and the Contractor.

## Notification of the Assignment

3. When notifying the Contractor of the Assignment, the Company shall give the contractor details of:
  - a the intended duties of the Contractor;
  - b any special skills, experience, authorisations, qualifications and/or training which it, the law or any professional body requires the Contractor to possess to perform the Assignment.

Points a and b are known as the "Assignment Details"

## Responsibilities during the Assignment

4. The Company shall provide the Contractor with all the necessary information to complete the project, and undertakes to supervise the Contractor to ensure the Company's satisfaction with the standards of workmanship.
5. The Company shall hold the Contractor blameless for any consequences of accepting the Contractor's work, and agrees to indemnify the Contractor from all claims or demands, without limitation, arising out of any negligence, alleged libel or copyright infringement or any other action committed by the Contractor during the duration of the Assignment.
6. The Contractor is deemed to be under the direction, supervision and control of the Company from the time the Contractor reports to take up duties and for the duration of the Assignment. The Company agrees to be responsible for all acts, errors or omissions be they intentional, negligent or otherwise. The Company shall indemnify and continue to indemnify the Contractor against any costs, claims and liabilities incurred by the Contractor arising out of the Assignment.
7. The Contractor shall not be liable under any circumstances for any loss, expense, damage or delay arising from or in any way incurred by the Company arising from or in any way connected with the Assignment.

8. It is agreed that it is the Company's responsibility to ensure that there are no spelling or grammatical errors contained in any work created by the Contractor as part of the Assignment. It is agreed that the Contractor is not responsible or held liable for any errors or omissions contained in any work created by the Contractor after it has been committed to print or posted in view of the public.

## Termination of the Assignment

9. Both the Company and the Contractor may terminate the Assignment in writing without notice. In this case, the time worked will be rounded up to the nearest hour.
10. The Contractor reserves the right to end an Assignment for reasons of scheduling, job requirements at significant variance with the Assignment Details or failure to pay any remuneration or expenses which are owing to the Contractor.

## Charges, Billing and Payment Procedure

### Charges

1. The Charging Rate for this Assignment is **£XXX**.
2. Before work commences a 50% deposit must be paid, with the following 50% being payable upon completion of the Assignment.
3. The Company will be responsible for the payment of any costs arising from the Assignment, unless both Parties agree otherwise in writing.
4. In the event of the Contractor incurring costs on behalf of the Company as part of an Assignment, then the Company will indemnify the Contractor for the full amount of these costs, and in addition pay the Contractor a handling fee calculated at 40% of these costs.
5. The Contractor reserves the right to vary the Charges whether during the course of the Assignment or otherwise with immediate effect. You will be notified of such review as and when it happens.

### Billing and Payment Procedure

6. The Contractor shall invoice the Company for the Charges incurred arising from the Assignment.
7. All invoices shall be payable in full within 28 days of the date of the invoice. Payment shall be made in UK Pounds Sterling by Bank Transfer.
8. In the event of late payment of any invoice, the Contractor reserves the right to charge interest (without prior notification) in respect of any amount outstanding on any invoice at the rate of 4% above the current base rate of the Bank of England, chargeable from the actual date when payment is due, accruing on a monthly basis on all amounts remaining outstanding from the date of the invoice until the date payment in full is received.
9. In the event of any invoice being due and unpaid after 28 days then all subsequent invoices relating to other Assignments shall become immediately due and payable, notwithstanding the 28 day payment period expressly stipulated in the invoice for the subsequent Assignment(s).
10. Payment must be made without deduction or set-off. All costs, charges and expenses incurred by the Contractor in recovering any outstanding account shall be paid by the Company on a full indemnity basis.
11. Upon payment of the Charges in full, the Contractor will assign copyright for works completed as part of the Assignment to the Company. The Contractor will retain an unlimited royalty-free licence to publicly display, store and reproduce the works and images of the works for promotional purposes.
12. The Contractor reserves the right to refuse completion or delivery of work or terminate the Assignment until past due balances are paid.