

**Terms and conditions for freelance
work carried out by
Quill Copywriting and Journalism
LTD, and Lisa varty.**

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This document sets out the basic terms of business under which Lisa Varty and Quill Copywriting and Journalism operates. None of those terms are particularly uncommon or unusual. The rights and responsibilities of freelancers and publishers are usually governed largely by custom and convention, and the idea of this document is simply to formalise all those assumptions to avoid any misunderstanding.

These terms and conditions will apply to all material commissioned from Lisa Varty until further notice and no variation of these terms will be effective unless agreed in writing prior to commission.

Terms and conditions may vary from time to time. Updated versions of this document will be made available at <https://www.qcjournal.co.uk/t-c-s>

1. Lisa Varty's responsibilities

1.1. The material Lisa Varty supplies in response to the commission ('the work') will to the best of their ability conform to the brief supplied on commission and will meet an appropriate professional standard.

1.2. The work will be original and will, to the best of their knowledge and belief, not infringe copyright or other legal right or contain any defamatory or offensive material.

1.3. Lisa Varty accepts that the publisher may without consultation edit the work for the purposes of publication.

1.4. Lisa Varty agrees to maintain confidentiality concerning the commission and the publisher's activities until the work is published, subject to disclosures required in order to fulfil the commission.

1.5. In dealings with individuals and organizations for the purpose of fulfilling the commission, Lisa Varty agrees to maintain appropriate professional standards and will seek to promote and enhance where possible the reputation of the publication and publisher.

1.6. Lisa Varty reserves their rights under the Late Payment of Commercial Debts [Interest] Act 1998, as amended and supplemented by the Late Payment of Commercial Debts Regulations 2002, to charge interest and an administration fee when payment is overdue.

2. The publisher's responsibilities

2.1. The publisher will provide a clear brief for the work, including a deadline and details of the fee payable and payment terms.

2.2. Absent of any prior agreement otherwise, the publisher agrees in addition to reimburse Lisa Varty for appropriate expenses incurred during execution of the brief, including but not limited to travel costs, in addition to the fee agreed for the work.

2.3. Where necessary for the execution of the brief the publisher will assist Lisa Varty with media accreditation for events, including but not limited to delivery to event organizers of a letter on the publisher's headed paper confirming Lisa Varty's status as a commissioned contributor.

2.4. The publisher will review the material supplied upon delivery and will within a reasonable time (not exceeding one publishing cycle of the publication and in any event not exceeding one calendar month) inform Lisa Varty if the material is unacceptable.

2.5. If the work fails to meet appropriate professional standards the publisher may return it unpublished and without payment.

2.6. In all other cases the publisher undertakes to pay the fee agreed on commission within 30 days of receipt of invoice. Payments will be made by cheque payable to Quill Copywriting and Journalism LTD in UK Pounds sterling, or by BACS transfer.

2.7. In consideration of the payments due under the commission, the publisher will acquire only those publication rights specifically agreed in the commission, or in all other cases a single license to publish the material supplied within printed periodicals in the UK (First British Serial Rights). No license shall be granted unless and until payment is made of the fee agreed in the original commission.

2.8. The publisher will not exploit any further rights in the work supplied without prior written permission from Lisa Varty .

2.9. The publisher agrees to edit and present the work fairly and to a professional standard.

2.10. Absent of any prior agreement otherwise, the publisher will ensure publication of the work includes a credit or by-line.

3. Cancellation and Kill Fees

3.1. In the event of cancellation of shifts or project, the following charges apply. Should Lisa varty find replacement work, there will be no charge.

Cancellation Notice Charges:

1-7 days' notice	100.00%
8-14 days' notice	75.00%
15-21 days' notice	50.00%
22-28 days' notice	25.00%

3.2. Kill Fee - Either party (“The Freelancer” or “The Client”) has the right to terminate this contract at any point. Upon termination of any work given by The Freelancer:

- The Freelancer will immediately provide The Client with any and all work in progress or completed prior to the termination date.
- The Client will pay The Freelancer an equitable amount as determined by The Client for the partially completed work in progress and the agreed to price for the completed Services and/or Deliverables provided and accepted prior to the date of termination.

The initial 30% down payment is non-refundable.

4. Jurisdiction

4.1. These Terms shall be governed by the laws of England and Wales and any disputes will be submitted to and resolved by the exclusive jurisdiction of the courts of England and Wales.

4.2. Should any of these terms be determined to be illegal, invalid, or otherwise unenforceable by a court then, to the extent to which that term is illegal, invalid, or unenforceable, it shall be deleted from these terms and the remaining terms shall remain in full force and effect.