

## **Terms & Conditions of Service**

### **Parties**

These terms & conditions are between Spectra Media Ltd (T/A Spectra Communications), referred to as “Spectra”, and the party receiving copywriting services, referred to as the “Client”.

### **Client privacy, confidentiality, and copyright protected**

No confidential Client information will be forwarded, disclosed, or sold to any third party – other than to trusted partners to enable them to complete the Client’s work. Exceptions only apply for extreme circumstances under legal obligation or for protection of others’ rights or safety.

Any intellectual property or copyrighted information given to Spectra will be used solely for the Client’s work, and remains their property. All written copy, once paid for, becomes the Client’s intellectual property to use as they wish.

### **Timely supply of information from the Client**

In order to meet work completion deadlines, the Client must provide all data and information in the requested timeframes.

### **Fees payable**

Quoted fees cover:

- Initial phone or video consultation
- Up to 3 drafts before final (4<sup>th</sup>) edition is produced

Quoted fees don’t cover:

- In-person meetings, other than in Wellington region for jobs over \$2,000.
- Changes to the original brief/ scope (i.e. Client’s change of mind down the track)
- Amendments requested after final edition

Invoices will generally be sent around the beginning of the month with payment due on the 20th of the month, but may be sent mid-month for payment at month end. Payment is receivable by direct credit, PayPal (4% fee added), or credit card (5% fee added).

A deposit of 30% is payable to commence the initial work, with the remainder payable on completion. For subsequent work, a deposit is not normally required, but just full payment on completion.

Unless special arrangements are made, fees more than 3 months overdue may be handed over to credit recovery agencies with penalty fees payable by the Client.

### **Refund/ waiver of fees**

As per Spectra’s commitment, any work done that is not acceptable to the Client, after every effort has been made to remedy any issues, will have fees waived or refunded.

### **Cancelled work**

Jobs that are cancelled or abandoned by Clients for their own reasons (unrelated to Spectra) shall pay pro-rata for work done up till the point of cancellation.

## **Liability**

Spectra will not be held responsible or liable for:

- Factual errors in written content such as product features, specifications, prices, or other details, as the Client has final responsibility to check these and request any corrections necessary
- How the written material is used by the Client
- The business outcomes from the copy, considering the complex contributing factors to its success
- Search engine ranking of optimised copywriting (due to the complex nature of contributing factors) and any actions taken by the Client that cause their website to be penalised or banned from any search engine

The Client agrees to indemnify and hold Spectra harmless against all claims, costs, and expenses, including solicitor's fees, due to copywriting done for the Client.

## **Disputes**

In the event of a dispute, Spectra will operate in goodwill to negotiate and resolve it amicably with the Client, but in the unlikely event of failed resolution, the following escalation will apply:

- First level: Mediation by mutually agreed third party
- Second level: Arbitration by mutually agreed third party, according to the New Zealand Arbitration Act 1996
- Third Level: New Zealand court of law

End