

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 writing services, referred to as the “Client”.

Client privacy, confidentiality, and copyright protection

No confidential Client information will be forwarded, disclosed, or sold to any third party – other than to trusted partners engaged by Spectra solely for the purpose of completing the Client’s work and bound by equivalent confidentiality obligations. Exceptions only apply for extreme circumstances under legal obligation or for protection of others’ rights or safety.

Online software and communication are normally used in the process of producing Client content, such as email, cloud storage such as SharePoint, and AI and other writing assistance tools such as Copilot and ProWritingAid. By engaging Spectra, the Client acknowledges and accepts the use of such tools where appropriate unless they request in writing special security measures such as encrypted email or non-use of the software above.

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

Permission may be requested from the Client for Spectra to use written work for marketing portfolio purposes. Such use will not be made without the Client’s explicit written permission.

Timely supply of information from the Client

In order to meet work completion deadlines, the Client must provide all data and information within agreed timeframes. Failure to do so may result in delays for which Spectra will not be held responsible.

Fees payable

Quoted fees cover:

- Initial phone or video consultation
- Bulleted content outline with key text samples for Client approval then 2 drafts before producing the final edition

Quoted fees don’t cover:

- In-person meetings, unless specified in the quote or project agreement.
- Changes to the original brief/ scope other than minor (i.e. Client’s change of mind down the track)
- Amendments requested after final edition

Invoices will usually be sent around the beginning of the month with payment due on the 20th of the month. They may also be sent mid-month for payment at month end, or weekly if arranged with the Client.

Payment is receivable by direct credit, or credit card (a 5% surcharge will be added).

A deposit of 30% may be required to start the first job, but this may be waived by agreement with the Client. The remainder of fees are payable on completion. For subsequent work, a deposit is not normally required, but just full payment on completion. For larger jobs, progress payments may be required month-by-month for stages of work completed.

Unless special arrangements are made, fees more than 30 days overdue may be handed over to credit recovery agencies, and the Client will be liable for all associated collection costs, interest, and penalty fees.

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. This does not apply to work that has been approved by the Client. In the case of fees waived or refunded, the Client must not use any material written by Spectra.

Cancelled work

Jobs that are cancelled or abandoned by the Client for their own reasons (unrelated to Spectra) shall pay pro rata for work done up till the point of cancellation plus any non-recoverable expenses incurred by Spectra on the Client's behalf.

Liability and indemnity

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 supply and check these and request any corrections necessary
- Legal standing and soundness of written content by Spectra, as this will require review by legal experts
- How the written material is used by the Client
- Business outcomes from the written content, considering the complex range of 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 writing done for the Client or the Client's subsequent use of that writing.

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