

# NOBLE WORDSMITHS

Success starts here...

The full Terms and Conditions for all Noble Wordsmiths Services

Last Updated July 2016

## 1. Acceptance the Use of Noble Wordsmiths Terms and Conditions

1.1 Your access to and use of Noble Wordsmiths is subject exclusively to these Terms and Conditions. You will not use the Website for any purpose that is unlawful or prohibited by these Terms and Conditions. By using the Website you are fully accepting the terms, conditions and disclaimers contained in this notice. If you do not accept these Terms and Conditions you must immediately stop using the Website.

1.2 By using any of the services offered by Noble Wordsmiths either via the website or elsewhere, you are accepting of all Terms and Conditions.

## 2 Credit card details

Noble Wordsmiths will never ask for Credit Card details and request that you do not enter it on any of the forms on Noble Wordsmiths.

## 3. Advice

The contents of Noble Wordsmiths website do not constitute advice and should not be relied upon in making or refraining from making, any decision.

## 4. Change of Use

Noble Wordsmiths reserves the right to:

4.1 change or remove (temporarily or permanently) the Website or any part of it without notice and you confirm that Noble Wordsmiths shall not be liable to you for any such change or removal and.

4.2 change these Terms and Conditions at any time, and your continued use of the Website following any changes shall be deemed to be your acceptance of such change.

## 5. Links to Third Party Websites

Noble Wordsmiths Website may include links to third party websites that are controlled and maintained by others. Any link to other websites is not an endorsement of such websites and you acknowledge and agree that we are not responsible for the content or availability of any such sites.

## 6. Copyright

6.1 All copyright, trademarks and all other intellectual property rights in the Website and its content (including without limitation the Website design, text, graphics and all software and source codes connected with the Website) are owned by or licensed to Noble Wordsmiths or otherwise used by Noble Wordsmiths as permitted by law.

6.2 In accessing the Website you agree that you will access the content solely for your personal, non-commercial use. None of the content may be downloaded, copied, reproduced, transmitted, stored, sold or distributed without the prior written consent of the copyright holder. This excludes the downloading, copying and/or printing of pages of the Website for personal, non-commercial home use only.

## 7. Disclaimers and Limitation of Liability

7.1 The Website is provided on an AS IS and AS AVAILABLE basis without any representation or endorsement made and without warranty of any kind whether express or implied, including but not limited to the implied warranties of satisfactory quality, fitness for a particular purpose, non-infringement, compatibility, security and accuracy.

7.2 To the extent permitted by law, Noble Wordsmiths will not be liable for any indirect or consequential loss or damage whatever (including without limitation loss of business, opportunity, data, profits) arising out of or in connection with the use of the Website.

7.3 Noble Wordsmiths makes no warranty that the functionality of the Website will be uninterrupted or error free, that defects will be corrected or that the Website or the server that makes it available are free of viruses or anything else which may be harmful or destructive.

7.4 Nothing in these Terms and Conditions shall be construed so as to exclude or limit the liability of Noble Wordsmiths for death or personal injury as a result of the negligence of Noble Wordsmiths or that of its employees or agents.

## 8. Indemnity

You agree to indemnify and hold Noble Wordsmiths and its employees and agents harmless from and against all liabilities, legal fees, damages, losses, costs and other expenses in relation to any claims or actions brought against Noble Wordsmiths arising out of any breach by you of these Terms and Conditions or other liabilities arising out of your use of this Website.

## 9. Severance

In the event any one or more of the provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the remaining provisions of this Agreement shall be unimpaired and the Agreement shall not be void for this reason alone. Such invalid, illegal or unenforceable provision shall be replaced by a mutually acceptable valid, legal and enforceable provision, which comes closest to the intention of the parties underlying the invalid.

## 10. Governing Law

These Terms and Conditions shall be governed by and construed in accordance with the law of USA and you hereby submit to the exclusive jurisdiction of the USA courts.

## 11. All Services

By using any of the services offered by Noble Wordsmiths either via the website or elsewhere, you are accepting of all Terms and Conditions.

## **General**

These Terms and Conditions supersede all previous representations, understandings or agreements. The client's signature below or payment of an advance fee constitutes agreement to and acceptance of these Terms and Conditions. Payment online is an acceptance of our terms and conditions.

## **Governing Law**

This Agreement shall be governed by English Law.

## **Liability**

Noble Wordsmiths hereby excludes itself, its employees and or agents from all and any liability from:

- Loss or damage caused by any inaccuracy;
- Loss or damage caused by omission;
- Loss or damage caused by delay or error, whether the result of negligence or other cause in the production of the website;
- Loss or damage to clients' artwork/photos, supplied for the site. Immaterial whether the loss or damage results from negligence or otherwise.

The entire liability of Noble Wordsmiths to the client in respect of any claim whatsoever or breach of this Agreement, whether or not arising out of negligence, shall be limited to the charges paid for the services under this Agreement in respect of which the breach has arisen.

## **Cookie Policy for Noble Wordsmiths**

### **What Are Cookies**

As is common practice with almost all professional websites this site uses cookies, which are tiny files that are downloaded to your computer, to improve your experience. This page describes what information they gather, how we use it and why we sometimes need to store these cookies. We will also share how you can prevent these cookies from being stored however this may downgrade or 'break' certain elements of the sites functionality.

### **How We Use Cookies**

We use cookies for a variety of reasons detailed below. Unfortunately in most cases there are no industry standard options for disabling cookies without completely disabling the functionality and features they add to this site. It is recommended that you leave on all cookies if you are not sure whether you need them or not in case they are used to provide a service that you use.

### **Disabling Cookies**

You can prevent the setting of cookies by adjusting the settings on your browser (see your browser Help for how to do this). Be aware that disabling cookies will affect the functionality of this and many other websites that you visit. Disabling cookies will usually result in also disabling certain functionality and features of this site. Therefore, it is recommended that you do not disable cookies.

## **The Cookies We Set**

This site offers newsletter or email subscription services and cookies may be used to remember if you are already registered and whether to show certain notifications which might only be valid to subscribed/unsubscribed users.

From time to time we offer user surveys and questionnaires to provide you with interesting insights, helpful tools, or to understand our user base more accurately. These surveys may use cookies to remember who has already taken part in a survey or to provide you with accurate results after you change pages.

When you submit data to through a form such as those found on contact pages or comment forms cookies may be set to remember your user details for future correspondence.

## **Third Party Cookies**

In some special cases we also use cookies provided by trusted third parties. The following section details which third party cookies you might encounter through this site.

This site uses Google Analytics which is one of the most widespread and trusted analytics solutions on the web for helping us to understand how you use the site and ways that we can improve your experience. These cookies may track things such as how long you spend on the site and the pages that you visit so we can continue to produce engaging content.

For more information on Google Analytics cookies, see the official Google Analytics page.

From time to time we test new features and make subtle changes to the way that the site is delivered. When we are still testing new features these cookies may be used to ensure that you receive a consistent experience whilst on the site whilst ensuring we understand which optimizations our users appreciate the most.

## **More Information**

Hopefully that has clarified things for you and as was previously mentioned if there is something that you aren't sure whether you need or not it's usually safer to leave cookies enabled in case it does interact with one of the features you use on our site. However, if you are still looking for more information then you can contact us through one of our preferred [contact](#) methods.

## **Privacy Policy**

This Privacy Policy governs the manner in which Noble Wordsmiths collects, uses, maintains and discloses information collected from users (each, a "User") of the [www.noblewordsmiths.com](http://www.noblewordsmiths.com)

website ("Site"). This privacy policy applies to the Site and all products and services offered by Noble Wordsmiths.

### **Personal identification information**

We may collect personal identification information from Users in a variety of ways in connection with activities, services, features or resources we make available on our Site. Users may be asked for, as appropriate, name, email address, mailing address, phone number, credit card information. Users may, however, visit our Site anonymously. We will collect personal identification information from Users only if they voluntarily submit such information to us. Users can always refuse to supply personally identification information, except that it may prevent them from engaging in certain Site related activities.

### **How we use collected information**

Noble Wordsmiths may collect and use Users personal information for the following purposes: -

#### **To improve customer service**

Information you provide helps us respond to your customer service requests and support needs more efficiently.

#### **To personalize user experience**

We may use information in the aggregate to understand how our Users as a group use the services and resources provided on our Site.

#### **To improve our Site**

We may use feedback you provide to improve our products and services.

#### **To process payments**

We may use the information Users provide about themselves when placing an order only to provide service to that order. We do not share this information with outside parties except to the extent necessary to provide the service.

To run a promotion, contest, survey or other Site feature

To send Users information they agreed to receive about topics we think will be of interest to them.

#### **To send periodic emails**

If User decides to opt-in to our mailing list, they will receive emails that may include company news, updates, related product or service information and so on. Previous and potential customers that have emailed an enquiry, or have provided an email address over the telephone may receive offers via email.

If at any time the User would like to unsubscribe from receiving future emails, we include detailed unsubscribe instructions at the bottom of each email or User may contact us via our Site.

## **How we protect your information**

We adopt appropriate data collection, storage and processing practices and security measures to protect against unauthorized access, alteration, disclosure or destruction of your personal information, username, password, transaction information and data stored on our Site.

Our Site is in compliance with PCI vulnerability standards in order to create as secure of an environment as possible for Users.

## **Sharing your personal information**

We **DO NOT** sell, trade, or rent users personal identification information to others. We may share generic aggregated demographic information not linked to any personal identification information regarding visitors and users with our business partners, trusted affiliates and advertisers for the purposes outlined above.

All clients of Noble Wordsmiths may have their services or companies promoted for free, either directly on the website including the company blog, or through email marketing.

## **Third party websites**

Users may find advertising or other content on our Site that link to the sites and services of our partners, suppliers, advertisers, sponsors, licensors and other third parties. We do not control the content or links that appear on these sites and are not responsible for the practices employed by websites linked to or from our Site. In addition, these sites or services, including their content and links, may be constantly changing. These sites and services may have their own privacy policies and customer service policies. Browsing and interaction on any other website, including websites which have a link to our Site, is subject to that website's own terms and policies.

## **Advertising**

Ads appearing on our site may be delivered to Users by advertising partners, who may set cookies. These cookies allow the ad server to recognize your computer each time they send you an online advertisement to compile non personal identification information about you or others who use your computer. This information allows ad networks to, among other things, deliver targeted advertisements that they believe will be of most interest to you. This privacy policy does not cover the use of cookies by any advertisers.

## **Changes to this privacy policy**

Noble Wordsmiths has the discretion to update this privacy policy at any time. When we do, we will post a notification on the Facebook Page. We encourage Users to frequently check this page for any changes to stay informed about how we are helping to protect the personal information we collect. You acknowledge and agree that it is your responsibility to review this privacy policy periodically and become aware of modifications.

## **Your acceptance of these terms**

By using this Site, you signify your acceptance of this policy. If you do not agree to this policy, please do not use our Site. Your continued use of the Site following the posting of changes to this policy will be deemed your acceptance of those changes.

## Copywriting Services

In the case of the Noble Wordsmiths, the following services are all covered under the Copywriting Terms and Conditions:

- Copywriting
- Proofreading
- Copy-editing
- Website Content
- Blogs
- Travel Writing
- Letters and Emails
- Article Marketing
- Social Media
- Email Response
- Email Marketing
- Document Hosting
- Digital Advert

The Terms and Conditions outlined below are intended to avoid misunderstandings and provide clarification in the unlikely event of a dispute. If you hire Noble Wordsmiths to write for you, you confirm that you have read and agree to them. All terms and conditions apply unless otherwise agreed in writing.

Copywriting terms and conditions last updated July 2016:

### 1. Quotations/proposals

Before commencing work on your project, Noble Wordsmiths will supply a full breakdown of costs within a formal quotation or detailed email. Quotations are valid for 30 days. All quotations are provided on an understanding of the project and on the basis that the scope of the work doesn't change during the course of the job. In the event that it does, any potential changes in costs will be discussed with the client in advance of carrying out the work to which the new charges relate.

### 2. Confirmation of a project

Before a project begins, Noble Wordsmiths requires your written confirmation that you are commissioning Noble Wordsmiths to write for you, and that you agree to the quoted fee (an email is fine).

### 3. Contract

If you are hiring Noble Wordsmiths to work for you on behalf of any organisation, company or group of individuals other than yourself alone, you confirm that you are authorised to hire me on their behalf.

If you hire Noble Wordsmiths on behalf of a marketing agency to work for the agency on a project for one of your clients, a contract will exist only between Noble Wordsmiths and the agency, and not between Noble Wordsmiths and the agency's client.

#### 4. Fees

Noble Wordsmiths prefers to charge a fixed fee to cover all services from start to finish. In the case of a fixed price, unless stated otherwise, the fee includes any time spent in meetings, telephone or email conversations to discuss the brief, research, planning, writing and submission of the first draft, discussion, evaluation and integration of up to two sets of revisions (see Revisions below) and submission of the final draft.

However, please note that revisions based on a change in the project at the client's end made after the first draft is submitted may incur an additional fee. We would always discuss this with you in advance.

Noble Wordsmiths understands that some businesses prefer to budget for work based on an hourly or daily rate, and can charge this way if this is preferable. Please contact Noble Wordsmiths for details.

#### 5. Revisions

Should revisions to the copy be necessary, it will be completed promptly and at no additional charge. This is provided that such revisions are assigned within 30 days of your receipt of the copy and are not based on a fundamental change in the project that is beyond our control. Free revisions cover the first and second set of proofs but some charge may be attached to further amendments – We would, of course, discuss this with you, the client, before any charges are made.

Complete rewrites due to a change in direction at the client's end as considered to be additional drafts and will be charged accordingly. A new quote can be submitted before commencing this work, if required.

#### 6. Expenses

You will not be charged for any minor, out-of-pocket expenses required to complete this project – including phone, Internet, email or courier. In the unlikely event that a chargeable expense becomes necessary, you will be notified in advance for approval.

#### 7. Errors, Omissions and Indemnity

Noble Wordsmiths makes every effort to ensure that the copy is free of errors and omissions – including errors in spelling and content – but cannot warrant this. We would request that you review the copy thoroughly before committing the project to production, as the ultimate responsibility for the content rests with the client.

You shall hold Noble Wordsmiths harmless against any liability anywhere in the world, including liability arising from copyright infringement and libel, which results in any way from your use of our copywriting services and counsel on this project. You agree to indemnify us against any claim for

compensation or damages brought about as a direct or indirect consequence of the work carried out for you and/or your organisation.

It is the sole responsibility of the client to ensure that all statements, claims, promises, information on said product or service, and guarantees are upheld in accordance with the laws of England and Wales. No claim for compensation or disbursement due to loss of earnings or any other detrimental effect to your business can be made against Noble Wordsmiths.

#### 8. Non-disclosure and confidentiality agreements

Whilst Noble Wordsmiths is happy to sign whatever confidentiality or non-disclosure agreements you or your organisation deem necessary, you agree to indemnify Noble Wordsmiths against any action whatsoever by you or a third party, associated with the accidental disclosure or loss of this information.

#### 9. Copyright

The copyright for any creative concepts and copy we develop shall be fully transferred to you upon full payment of the applicable invoice.

#### 10. Showcasing your project

Where possible, for offline materials, Noble Wordsmiths would request a copy of the finished project for Noble Wordsmiths own records and use in the portfolio. Noble Wordsmiths reserves the right to use selected extracts of work for promotion or advertising purposes unless specifically forbidden to do so by a confidentiality or non-disclosure agreement.

If, as part of your brief, you include materials written by someone else, Noble Wordsmiths will make every effort to ensure that there is no breach in copyright. However, you confirm that you are authorised to send out the material for our use either as reference material or to form part of a new piece of work, and you indemnify Noble Wordsmiths against any action arising, directly or indirectly, as a result of use of this content.

#### 11. Payment terms

Jobs up to the value of £400 require prepayment in full.

Jobs with a value of £401 and above require a 50% deposit, payable upon invoice.

The balance payment is then to be made within 14 days upon submission of the 'final' draft with an accompanying invoice.

Noble Wordsmiths currently accepts the following payment methods:

- Direct bank transfer
- PayPal
- Cash
- Cheque

No credit is given unless otherwise agreed in writing.

#### 12. Late payment

If payment is not made in full within 14 days of receipt of the invoice, you may face a late payment charge.

(10% of the outstanding amount).

#### 13. Cancellation

Work can be cancelled by you, the client, up until the point of paying a deposit or prepayment without incurring any cost. Once a deposit has been paid, it cannot be refunded. Paying a deposit or prepayment is viewed as a clear instruction to proceed with the project without delay.

#### 14. Your satisfaction

We want you to be totally happy with the work we do for you. Indeed, the vast majority of projects run very smoothly, and 90% of our work comes from repeat business from satisfied customers. However, writing is not an exact science. Judgment and assessment can be subjective. Misunderstandings can happen. If you see something you are not happy with, for any reason, please discuss it with me (Paul Raftery) and I will do my utmost to resolve your concerns.

If you have submitted a concern, based on a reasonable and collaborative working relationship, and a minimum of two further drafts, and you still consider that the work that has been submitted does not meet your brief, the contract between us can be cancelled. The only notice that is required by either party to call time on the job is an email giving an 'instruction to cease work'. This is entirely without prejudice, and no liability or admission of failure or inability to complete the contract on our part is implied.

Any work that has been created up until that point will be paid for by the client, whether approved or not. After work costs for the time spent have been deducted, any remaining balance will be reimbursed back to the client. The client owns the work that has been created and submitted, providing it has been paid for.

## **Proofreading and Copyediting**

These terms & conditions apply to any work done for the Client by the Freelance.

The Client is under no obligation to offer the Freelance work; neither is the Freelance under any obligation to accept work offered by the Client.

The Freelance will provide service(s) as mutually agreed, confirmed in writing by the Client.

The work will be carried out unsupervised at such times and places as determined by the Freelance, using her/his own equipment.

The Freelance confirms that she/he is self-employed, is responsible for her/his own income tax and National Insurance contributions, and for paying VAT (where applicable) and will not claim benefits granted to the Client's employees.

The Freelance agrees to attend the Client's or other premises for necessary meetings, the time spent and agreed reasonable expenses incurred to be reimbursed by the Client.

The Client will reimburse the Freelance for agreed reasonable expenses over and above usual expenses incurred in the process of editorial work.

The Client will pay the Freelance a fee per hour OR per printed page OR an agreed flat fee for the job, plus VAT where applicable.

The completed work will be delivered on or before the date agreed, for the agreed fee, which will be based on the description of the work required and the brief, both supplied by the Client.

If, however, on receipt of the item to be worked on or at an early stage, it becomes apparent that significantly more work is required than had been anticipated in the preliminary discussion/brief, the Freelance may renegotiate the fee and/or the deadline.

Similarly, if, during the term of the Freelance's work, additional tasks are requested by the Client, the Freelance may renegotiate the fee and/or the deadline.

If the project is lengthy, the Freelance may invoice periodically for completed stages.

Any content created by the Freelance as part of the copy-editing/proofreading/project management process will become the copyright of the Client, unless otherwise agreed.

The nature and content of the work will be kept confidential and not made known to anyone other than the Client and its contractors without prior written permission.

The Freelance guarantees that any work that she/he subcontracts on behalf of the Client will be completed to the same standard, schedule and budget and with the same conditions of confidentiality.

If the Freelance's work is unsatisfactory, the Freelance will rectify it in her/his own time and at her/his own expense.

Unless agreed otherwise at the outset, payment will be made within 30 days of receipt of the Freelance's invoice, according to the Late Payment of Commercial Debts (Interest) Act 1998 (amended 2002 and 2013).

Under the terms of the Data Protection Act 1998, the Client and the Freelance may keep on record such information (e.g. contact details) as is necessary. Either may view the other's records to ensure that they are relevant, correct and up to date.

Either the Client or the Freelance has the right to terminate a contract for services if there is a serious breach of its terms.

If the Freelance has made a substantial contribution to the copy-editing/proofreading/project management of the work, she/he will be entitled to receive one free copy of the work.

The Freelance may use the Client's name in her/his promotional material.

This agreement is subject to the laws of England and Wales [or Scots or Northern Ireland law, as appropriate], and both Freelance and Client agree to submit to the jurisdiction of the English and Welsh [or Scots or Northern Ireland] courts.

## Website Design

The following terms and conditions apply to all website development / design services provided by Noble Wordsmiths to the Client.

### 1. Acceptance

It is not necessary for any client to have signed an acceptance of these terms and conditions for them to apply. If a client accepts a quote then the client will be deemed to have satisfied themselves as to the terms applying and have accepted these terms and conditions in full.

Please read these terms and conditions carefully. Any purchase or use of our services implies that you have read and accepted our terms and conditions.

### 2. Charges

Charges for services to be provided by Noble Wordsmiths are defined in the project quotation that the client receives via e-mail. Quotations are valid for a period of 30 days. Noble Wordsmiths reserves the right to alter or decline to provide a quotation after expiry of the 30 days.

Jobs up to the value of £400 require prepayment in full.

For large ongoing jobs, unless agreed otherwise with the client. Jobs with a value of £401 and above require an advance payment of a minimum of thirty three (33) percent of the project quotation total before the work is supplied to the client for review. A second charge of thirty three (33) percent is required after the development stage, with the remaining thirty three (33) percent of the project quotation total due upon completion of the work, prior to upload to the server or release of materials.

The balance payment is then to be made within 14 days upon submission of the website.

Noble Wordsmiths currently accepts the following payment methods:

- Direct bank transfer
- PayPal
- Cash
- Cheque

No credit is given unless otherwise agreed in writing.

### 3. Client Review

Noble Wordsmiths will provide the client with an opportunity to review the appearance and content of the website during the design phase and once the overall website development is completed. At the completion of the project, such materials will be deemed to be accepted and approved unless the client notifies Noble Wordsmiths otherwise within ten (10) days of the date the materials are made available to the client.

#### 4. Turnaround Time and Content Control

Noble Wordsmiths will install and publicly post or supply the client's website by the date specified in the project proposal, or at date agreed with client upon Noble Wordsmiths receiving initial payment, unless a delay is specifically requested by the client and agreed by Noble Wordsmiths.

In return, the client agrees to delegate a single individual as a primary contact to aid Noble Wordsmiths with progressing the commission in a satisfactory and expedient manner.

During the project, Noble Wordsmiths will require the client to provide website content; text, images, movies and sound files, unless otherwise stated that Noble Wordsmiths will produce the content.

#### 5. Failure to provide required website content:

If Noble Wordsmiths is not providing the content for the website, to remain efficient we must ensure that work we have programmed is carried out at the scheduled time. On occasions we may have to reject offers for other work and enquiries to ensure that your work is completed at the time arranged.

This is why we ask that you provide all the required information in advance. On any occasion where progress cannot be made with your website because we have not been given the required information in the agreed time frame, and we are delayed as result, we reserve the right to impose a surcharge of up to 25%. If your project involves Search Engine Optimisation we need the text content for your site in advance so that the SEO can be planned and completed efficiently.

If you agree to provide us with the required information and subsequently fail to do within one week of project commencement we reserve the right to close the project and the balance remaining becomes payable immediately. Simply put, all the above condition says is do not give us the go ahead to start until you are ready to do so.

NOTE: Text content should be delivered as a Microsoft Word, email (or similar) document with the pages in the supplied document representing the content of the relevant pages on your website. These pages should have the same titles as the agreed website pages. Contact us if you need clarification on this.

#### 6. Payment

Invoices will be provided by Noble Wordsmiths upon completion before publishing the live website. Invoices are normally sent via email; however, the client may choose to receive hard copy invoices. Invoices are due upon receipt. Accounts that remain unpaid thirty (30) days after the date of the invoice will be assessed and a service charge in the amount of the higher of one and one-half percent (1.5%) or £30 per month of the total amount due, and the website shall risk being removed from the server.

#### 7. Additional Expenses

Client agrees to reimburse Noble Wordsmiths for any additional expenses necessary for the completion of the work. Examples would be purchase of special fonts, stock photography etc.

## 8. Web Browsers

Noble Wordsmiths makes every effort to ensure websites are designed to be viewed by the majority of visitors. Websites are designed to work with the most popular current browsers (e.g. Firefox, Internet Explorer 8 & 9, Google Chrome, etc.). Client agrees that Noble Wordsmiths cannot guarantee correct functionality with all browser software across different operating systems.

Noble Wordsmiths cannot accept responsibility for web pages which do not display acceptably in new versions of browsers released after the website have been designed and handed over to the Client. As such, Noble Wordsmiths reserves the right to quote for any work involved in changing the website design or website code for it to work with updated browser software.

## 9. Default

Accounts unpaid thirty (30) days after the date of invoice will be considered in default. If the client in default maintains any information or files on Noble Wordsmiths Web space, Noble Wordsmiths will, at its discretion, remove all such material from its web space. Noble Wordsmiths is not responsible for any loss of data incurred due to the removal of the service. Removal of such material does not relieve the client of the obligation to pay any outstanding charges assessed to the client's account.

Cheques returned for insufficient funds will be assessed a return charge of £25 and the client's account will immediately be considered to be in default until full payment is received. Clients with accounts in default agree to pay Noble Wordsmiths reasonable expenses, including legal fees and costs for collection by third-party agencies, incurred by Noble Wordsmiths in enforcing these Terms and Conditions.

## 10. Termination

Termination of services by the client must be requested in a written notice and will be effective on receipt of such notice. E-mail or telephone requests for termination of services will not be honoured until and unless confirmed in writing. The client will be invoiced for design work completed to the date of first notice of cancellation for payment in full within thirty (30) days.

## 11. Indemnity

All Noble Wordsmiths services may be used for lawful purposes only. You agree to indemnify and hold Noble Wordsmiths harmless from any claims resulting from your use of our service that damages you or any other party.

## 12. Copyright

The client retains the copyright to data, files and graphic logos provided by the client, and grant Noble Wordsmiths the rights to publish and use such material. The client must obtain permission and rights to use any information or files that are copyrighted by a third party.

The client is further responsible for granting Noble Wordsmiths permission and rights for use of the same and agrees to indemnify and hold harmless Noble Wordsmiths from any and all claims resulting from the client's negligence or inability to obtain proper copyright permissions.

A contract for website design and/or placement shall be regarded as a guarantee by the client to Noble Wordsmiths that all such permissions and authorities have been obtained. Evidence of permissions and authorities may be requested.

### 13. Standard Media Delivery

Unless otherwise specified in the project quotation, this Agreement assumes that any text will be provided by the client in electronic format (ASCII text files delivered on compact disk, USB flash drive or via e-mail or FTP) and that all photographs and other graphics will be provided physically in high quality print suitable for scanning or electronically in .gif, .jpeg, .png or .tiff format. Although every reasonable attempt shall be made by Noble Wordsmiths to return to the client any images or printed material provided for use in creation of the client's website, such return cannot be guaranteed.

### 14. Design Credit

The client also agrees that the website developed for the client may be presented in the Noble Wordsmiths portfolio.

### 15. Access Requirements

If the client's website is to be installed on a third-party server, Noble Wordsmiths must be granted temporary read/write access to the client's storage directories which must be accessible via FTP. Depending on the specific nature of the project, other resources might also need to be configured on the server.

### 16. Post-Placement Alterations

Noble Wordsmiths cannot accept responsibility for any alterations caused by a third party occurring to the client's pages once installed. Such alterations include, but are not limited to additions, modifications or deletions.

### 17. Domain Names

Noble Wordsmiths may purchase domain names on behalf of the client. Payment and renewal of those domain names is the responsibility of the client. The loss, cancellation or otherwise of the domain brought about by non or late payment is not the responsibility of Noble Wordsmiths. The client should keep a record of the due dates for payment to ensure that payment is received in good time. However these costs may be included in a pre arranged annual maintenance fee.

## **Marketing Emails / Email Response**

The following terms and conditions apply to all Marketing email campaigns / design services provided by Noble Wordsmiths to the client.

### **1. Acceptance**

It is not necessary for any client to have signed an acceptance of these terms and conditions for them to apply. If a client accepts a quote then the client will be deemed to have satisfied themselves as to the terms applying and have accepted these terms and conditions in full.

Please read these terms and conditions carefully. Any purchase or use of our services implies that you have read and accepted our terms and conditions.

### **2. Charges**

Charges for services to be provided by Noble Wordsmiths are defined in the project quotation that the client receives via e-mail. Quotations are valid for a period of 30 days. Noble Wordsmiths reserves the right to alter or decline to provide a quotation after expiry of the 30 days.

Jobs up to the value of £400 require prepayment in full, prior to upload to the server or release of materials.

The balance payment is then to be made within 14 days upon submission of the website.

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No credit is given unless otherwise agreed in writing.

### **3. Client Review**

Noble Wordsmiths will provide the client with an opportunity to review the appearance and content of the marketing email during the design phase and once the overall development is completed. At the completion of the project, such materials will be deemed to be accepted and approved unless the client notifies Noble Wordsmiths otherwise within ten (10) days of the date the materials are made available to the client.

### **4. Turnaround Time and Content Control**

Noble Wordsmiths will install and publicly post or supply the client's marketing email/response email by the date specified in the project proposal, or at date agreed with client upon Noble Wordsmiths receiving initial payment, unless a delay is specifically requested by the client and agreed by Noble Wordsmiths.

In return, the client agrees to delegate a single individual as a primary contact to aid Noble Wordsmiths with progressing the commission in a satisfactory and expedient manner.

#### 5. Additional Expenses

Client agrees to reimburse Noble Wordsmiths for any additional expenses necessary for the completion of the work. Examples would be purchase of special fonts, stock photography etc.

#### 6. Web Browsers

Noble Wordsmiths makes every effort to ensure all emails are designed to be viewed by the majority of visitors, designed to work with the most popular current browsers (e.g. Firefox, Internet Explorer 8 & 9, Google Chrome, etc.). Client agrees that Noble Wordsmiths cannot guarantee correct functionality with all browser software across different operating systems.

Noble Wordsmiths cannot accept responsibility for emails which do not display acceptably in new versions of browsers released after the website have been designed and handed over to the client. As such, Noble Wordsmiths reserves the right to quote for any work involved in changing the website design or website code for it to work with updated browser software.

#### 7. Termination

Termination of services by the client must be requested in a written notice and will be effective on receipt of such notice. E-mail or telephone requests for termination of services will not be honoured until and unless confirmed in writing. The client will be invoiced for design work completed to the date of first notice of cancellation for payment in full within thirty (30) days.

#### 8. Indemnity

All Noble Wordsmiths services may be used for lawful purposes only. You agree to indemnify and hold Noble Wordsmiths harmless from any claims resulting from your use of our service that damages you or any other party.

#### 9. Copyright

The client retains the copyright to data, files and graphic logos provided by the client, and grant Noble Wordsmiths the rights to publish and use such material. The client must obtain permission and rights to use any information or files that are copyrighted by a third party.

The client is further responsible for granting Noble Wordsmiths permission and rights for use of the same and agrees to indemnify and hold harmless Noble Wordsmiths from any and all claims resulting from the client's negligence or inability to obtain proper copyright permissions.

A contract for email marketing campaigns and/or placement shall be regarded as a guarantee by the client to Noble Wordsmiths that all such permissions and authorities have been obtained. Evidence of permissions and authorities may be requested.

#### 10. Standard Media Delivery

Unless otherwise specified in the project quotation, this Agreement assumes that any text will be provided by the client in electronic format (ASCII text files delivered on compact disk, USB flash drive or via e-mail or FTP) unless otherwise stated in the proposal, and that all photographs and other graphics will be provided physically in high quality print suitable for scanning or electronically in .gif, .jpeg, .png or .tiff format. Although every reasonable attempt shall be made by Noble Wordsmiths to return to the client any images or printed material provided for use in creation of the client's marketing emails, such return cannot be guaranteed.

#### 11. Design Credit

The client also agrees that the marketing emails (only) developed for the client may be presented in the Noble Wordsmiths portfolio unless otherwise stated.

#### 12. Post-Placement Alterations

Noble Wordsmiths cannot accept responsibility for any alterations caused by a third party occurring to the client's email once sent out. Such alterations include, but are not limited to additions, modifications or deletions.

## Digital Advertisement /Landing Page

The following terms and conditions apply to all website development / design services provided by Noble Wordsmiths to the Client.

### 1. Acceptance

It is not necessary for any client to have signed an acceptance of these terms and conditions for them to apply. If a client accepts a quote then the client will be deemed to have satisfied themselves as to the terms applying and have accepted these terms and conditions in full.

Please read these terms and conditions carefully. Any purchase or use of our services implies that you have read and accepted our terms and conditions.

### 2. Charges

Charges for services to be provided by Noble Wordsmiths are defined in the project quotation or the advertised price (usually £49.99). Quotations are valid for a period of 30 days. Noble Wordsmiths reserves the right to alter or decline to provide a quotation after expiry of the 30 days.

Jobs up to the value of £400 require prepayment in full, including the monthly hosting fee for the duration of the contract.

For large ongoing jobs, unless agreed otherwise with the client. Jobs with a value of £401 and above require an advance payment of a minimum of thirty three (33) percent of the project quotation total before the work is supplied to the client for review. A second charge of thirty three (33) percent is required after the development stage, with the remaining thirty three (33) percent of the project quotation total due upon completion of the work, prior to upload to the server or release of materials.

The balance payment is then to be made within 14 days upon submission of the website.

Noble Wordsmiths currently accepts the following payment methods:

- Direct bank transfer
- PayPal
- Cash
- Cheque

No credit is given unless otherwise agreed in writing.

### 3. Client Review

Noble Wordsmiths will provide the client with an opportunity to review the appearance and content of the advert during the design phase and once the overall website development is completed. At the completion of the project, such materials will be deemed to be accepted and approved unless the client notifies Noble Wordsmiths otherwise within ten (10) days of the date the materials are made available to the client.

#### 4. Turnaround Time and Content Control

Noble Wordsmiths will install and publicly post or supply the client's advertisement by the date specified in the project proposal, or at date agreed with client upon Noble Wordsmiths receiving initial payment, unless a delay is specifically requested by the client and agreed by Noble Wordsmiths.

In return, the client agrees to delegate a single individual as a primary contact to aid Noble Wordsmiths with progressing the commission in a satisfactory and expedient manner.

During the project, Noble Wordsmiths will require the client to provide website content; text, images, movies and sound files, unless otherwise stated that Noble Wordsmiths will produce the content.

#### 5. Payment

Invoices will be provided by Noble Wordsmiths upon completion before publishing the live advertisement. Invoices are normally sent via email; however, the client may choose to receive hard copy invoices. Invoices are due upon receipt. Accounts that remain unpaid thirty (30) days after the date of the invoice will be assessed and a service charge in the amount of the higher of one and one-half percent (1.5%) or £30 per month of the total amount due, and the website shall risk being removed from the server.

#### 6. Additional Expenses

Client agrees to reimburse Noble Wordsmiths for any additional expenses necessary for the completion of the work. Examples would be purchase of special fonts, stock photography etc.

#### 7. Web Browsers

Noble Wordsmiths makes every effort to ensure websites are designed to be viewed by the majority of visitors. Digital Advertisements are designed to work with the most popular current browsers (e.g. Firefox, Internet Explorer 8 & 9, Google Chrome, etc.). Client agrees that Noble Wordsmiths cannot guarantee correct functionality with all browser software across different operating systems.

Noble Wordsmiths cannot accept responsibility for advertisements which do not display acceptably in new versions of browsers released after the website have been designed and handed over to the Client. As such, Noble Wordsmiths reserves the right to quote for any work involved in changing the advertisement or website code for it to work with updated browser software.

#### 8. Default

Accounts unpaid thirty (30) days after the date of invoice will be considered in default. If the client in default maintains any information or files on Noble Wordsmiths Web space, Noble Wordsmiths will, at its discretion, remove all such material from its web space.

Noble Wordsmiths is not responsible for any loss of data incurred due to the removal of the service. Removal of such material does not relieve the client of the obligation to pay any outstanding charges assessed to the client's account. Cheques returned for insufficient funds will be assessed a return

charge of £25 and the client's account will immediately be considered to be in default until full payment is received.

Clients with accounts in default agree to pay Noble Wordsmiths reasonable expenses, including legal fees and costs for collection by third-party agencies, incurred by Noble Wordsmiths in enforcing these Terms and Conditions.

#### 10. Termination

Termination of services by the client must be requested in a written notice and will be effective on receipt of such notice. E-mail or telephone requests for termination of services will not be honoured until and unless confirmed in writing. The client will be invoiced for design work completed to the date of first notice of cancellation for payment in full within thirty (30) days.

#### 11. Indemnity

All Noble Wordsmiths services may be used for lawful purposes only. You agree to indemnify and hold Noble Wordsmiths harmless from any claims resulting from your use of our service that damages you or any other party.

#### 12. Copyright

The client retains the copyright to data, files and graphic logos provided by the client, and grant Noble Wordsmiths the rights to publish and use such material. The client must obtain permission and rights to use any information or files that are copyrighted by a third party.

The client is further responsible for granting Noble Wordsmiths permission and rights for use of the same and agrees to indemnify and hold harmless Noble Wordsmiths from any and all claims resulting from the client's negligence or inability to obtain proper copyright permissions.

A contract for advertisement design and/or placement shall be regarded as a guarantee by the client to Noble Wordsmiths that all such permissions and authorities have been obtained. Evidence of permissions and authorities may be requested.

#### 13. Standard Media Delivery

Unless otherwise specified in the project quotation, this Agreement assumes that any text will be provided by the client in electronic format (ASCII text files delivered on compact disk, USB flash drive or via e-mail or FTP) and that all photographs and other graphics will be provided physically in high quality print suitable for scanning or electronically in .gif, .jpeg, .png or .tiff format. Although every reasonable attempt shall be made by Noble Wordsmiths to return to the client any images or printed material provided for use in creation of the client's website, such return cannot be guaranteed.

#### 14. Design Credit

The client also agrees that the website developed for the client may be presented in the Noble Wordsmiths portfolio.

## 15. Post-Placement Alterations

Noble Wordsmiths cannot accept responsibility for any alterations caused by a third party occurring to the client's pages once installed. Such alterations include, but are not limited to additions, modifications or deletions.

## **Document Upload Services**

This service refers to the act of uploading files onto a server for a minimum period of 1 year, and not the hosting fee itself, which is free. A fee of £2 per document is to cover admin costs. Any files that are removed and not replaced within 48 hours of acknowledgment of any error, within the first year of service, shall be fully refunded.

Although the hosting fee itself is free, there is a maximum file size limit of 3MB. Extra charges shall be incurred for files that exceed this, at a rate of £2 for every 3MB - exceptions are at the discretion of Noble Wordsmiths.