

TERMS AND CONDITIONS

1. Definition of terms: **Ace Management** is the trading name of Joe Bloggs; the **Work** is any work done for the Client by Ace Management; the **Brief** is the Client's requirements for the Work as set out in writing; the **Fee** is the agreed fee for the Work; the **Deadline** is the agreed date for supply of the Work by Ace Management to the Client.
2. These terms and conditions apply to any Work done for the Client by Ace Management.
3. Joe Bloggs of Ace Management confirms that he is a sole trader responsible for his own income tax and National Insurance contributions.
4. The Client is under no obligation to offer work to Ace Management. Neither is Ace Management under any obligation to accept work offered by the Client.
5. The Client will pay Ace Management a fee per hour OR per printed page OR an agreed flat fee for the Work.
6. If the term of Ace Management's engagement for the Work is lengthy, Ace Management may invoice periodically for completed work.
7. The Client will reimburse Ace Management for agreed additional expenses over and above the usual expenses incurred in the process of the Work. An example additional expense would be Ace Management's time and travel costs for a necessary meeting with the Client.
8. The Client will provide the Brief to Ace Management in writing.
9. The Fee and Deadline will be based on the Brief and agreed with the Client. However
 - (a) If on receipt by Ace Management of the Work material or at an early stage it is apparent that significantly more work is required than could reasonably be anticipated from the preliminary discussions with the Client or from the Brief, Ace Management may renegotiate the Fee and/or the Deadline.
 - (b) If, during the term of Ace Management's engagement for the Work, additional tasks are requested by the Client, Ace Management may renegotiate the Fee and/or the Deadline.
10. The completed Work will be delivered by Ace Management on or before the Deadline and for the Fee. The Deadline and Fee may be amended by clauses 9a and 9b above.
11. Any content created by Ace Management as part of the Work will become the copyright of the Client, unless otherwise agreed.
12. 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.
13. If Ace Management's work fails to fulfil the Brief or is not to an acceptable standard, Ace Management will rectify the Work in its own time and at its own expense. The Client must provide evidence in writing to Ace Management of unacceptable work.
14. Where the Work involves design, typesetting, and/or preparation of print files or files for use on the web, Ace Management will provide the Client with a final proof for approval. Once the Client has accepted the final proof, any remaining errors are the responsibility of the Client.

15. Unless agreed otherwise at the outset, payment will be made within the agreed term on receipt of Ace Management' invoice, according to the Late Payment of Commercial Debts (Interest) Act 1998 (amended 2002 and 2013).
16. Either the Client or Ace Management has the right to terminate a contract for services if there is a serious breach of its terms.
17. This agreement is subject to the laws of England and Wales [or Scots or Northern Ireland law, as appropriate], and both Ace Management and the Client agree to submit to the jurisdiction of the English and Welsh [or Scots or Northern Ireland] courts.