



## Terms & Conditions

All work that I agree to do is subject to the following Terms and Conditions. I will assume that you have read and understood these once you confirm that you wish me to undertake your project at the quoted fee.

### The Start of a Project

You will be held to these Terms and Conditions once I receive written confirmation that you wish to commission me to complete your project based on my quoted fee.

### The Quoted Fee

Fees will usually be quoted on a fixed cost basis. This cost will include an initial briefing meeting (if required), a first draft, as well as two revisions of this draft. This fee does not include out-of-pocket travel expenses.

Any additional work on the project, resulting from a change in the agreed project brief, may incur an additional charge. This charge will be on an hourly rate basis.

### The Project Process

I will require a project brief from you (preferably in writing) in order to start the project. Depending on the type and complexity of the project I may also require a face-to-face briefing meeting and additional consultations by telephone.

Once the brief has been agreed we will agree a delivery schedule. Once I deliver the first draft I will need to receive any requested revisions within 21 days. The same timescale applies to the second draft.

### Delivery Deadlines

I will always do my best to deliver your writing project by the agreed deadline. However, should I be unable to do so as a result of circumstances beyond my control, I shall not be liable for any loss or damage caused to yourself or to a third-party client.

Meeting project deadlines also depends on the time it takes for you to provide feedback on the draft versions. I shall not be held liable for any delay that is a direct result of your inability to provide feedback in accordance with our agreed delivery schedule.

### Payment Terms

All payments must be made within 15 days of invoicing. Unless otherwise agreed, invoices will be issued upon your acceptance of the final draft of the project.

For larger projects a 50% deposit may be required, payable within 7 days of the start date of the project.

If payment is not made in accordance with the terms above then I may exercise my statutory right to interest under the Late Payment of Commercial Debts (Interest) Act 1998.

### **Cancellation**

Should you choose to cancel the project after the start date, I reserve the right to charge you 50% of the agreed fee, or alternatively on a pro rata basis for the amount of work that has already been completed.

Should you decide to cancel the project after the delivery of the first draft you will be liable for the full fee.

Unless a rejection fee has been agreed in advance, there is no right to reject on the basis of style, composition, editing or my interpretation of your needs, amendments or circumstances. You are commissioning me based on my style and examples shown on my website or previous work. Copywriting is a joint effort between the client and the copywriter; therefore if you ask me to write a first draft and then decide you don't want to use me for continuing to further draft stages or decide at any stage that you will finish the work yourself or by using another agency I reserve my right to charge you the full fee.

In the event of cancellation of the project by the client I will retain the copyright in respect of any material that has been produced, and admit no failure on my part to complete the contract. You will undertake not to use any of the draft material that has been exchanged during the project.

### **Non-Disclosure & Client Confidentiality**

I will not disclose any confidential client information and am happy to sign a non-disclosure agreement if this is deemed necessary by the client. I will also do my best to ensure that any information with which I am entrusted remains secure at all times. However, you agree to indemnify me against any potential damages incurred to yourself or a third party client through the theft or accidental loss of any such information.

### **Copyright**

The copyright in respect of any material that I have written will pass to you upon receipt of the final payment in full. I reserve the right to use excerpts of the copy on my website and in my portfolio.

You confirm that you own the copyright for any draft or other written materials that you supply to me to incorporate within your project. Should there be a copyright dispute between you and a third party regarding any such material, you agree to indemnify me against any claim that is made with regard to a breach of copyright.

### **Factual, Spelling or Grammatical Errors**

My aim is to supply you with a quality piece of writing that is free of any errors. However, responsibility for final proof-reading lies with yourself, and you agree to indemnify me against any loss or damage caused by inaccuracies that are published.

### **Variation**

These Terms & Conditions shall not be varied except by agreement in writing.