

Terms and Conditions

These terms and conditions exist to provide clarification for us in the unlikely event of a dispute. When you agree to work with me you acknowledge that as the basis for the contract between us, these Terms and Conditions take precedence over any other terms and conditions, express or implied, if a separate written contract is not agreed upon.

Contracts: Upon agreement of work an email is sent that details the scope of work required and agreed upon, along with a contract that details payment and any deadline.

Creative brief: For best practice please provide me with a written detailed brief for the work to be undertaken at the time of agreeing to the commencement of work. Should you choose not to provide a written brief, or agree to one sent to you after initial contact has been made and opt for a verbal or vague briefing, you accept that this brief by its very nature may contain ambiguities. You accept responsibility for this ambiguity and for any additional costs incurred in re-writing the copy accordingly. If you change the brief after work has commenced, you will inform me as soon as possible and adjust the budget to reflect time spent on a job.

Services provided: I will provide you with the services required in a professional manner, by the deadline agreed. All quotations include up to two revisions, any further revisions will be charged at \$200 per hour.

Errors: I make every effort to ensure that copy is free of spelling and grammar mistakes. However, the responsibility of checking for errors with regards to jargon within your industry is yours, and you indemnify me against any costs incurred as a result of the appearance of such errors in the final published form of any collateral in which you use the copy concerned, whether or not these errors appeared in any draft of the copy supplied by me.

Fees: These will be agreed to in advance and detailed in my quotation. You will show acceptance of my fees through your confirmation email. I can quote on an hourly basis, or by the project. Any other costs incurred will be agreed to in advance.

Terms of payment: I will invoice the job on or after the date on which I actually commence work on the project (if the invoice is being done by project, if not an invoice will be done after the project has been completed). Payment will fall due within two weeks of receipt of the completed work. You should make payment by electronic funds directly into my bank account. A 20% down payment is needed before work needs to commence and this cost shall be stated in the quotation.

Termination: Either of us may terminate our contract by giving not less than 7 days' written notice to the other. If you terminate our contract, all sums owing to me from you shall become immediately due and payable. In the event of termination, howsoever arising, you shall be solely responsible for any losses, costs or damages suffered by you or any third party as a result of any delay caused to your business or any third party and you agree to indemnify me accordingly. Furthermore, you will not use for any purpose whatsoever any material contained in any drafts that I have written for you. I shall retain the copyright on the draft material and have the right to use it as I see fit.

Capacity: By providing written instructions to me, you warrant that you (and, where appropriate, your agents and employees) have the power and authority to create the contract between us (on your behalf, where appropriate). In every case my contract is with you and not your individual agents and/or employees.

Copyright: I own all copyright and intellectual property rights in all copy (meaning all words and/or phrases and/or content) produced until I have received payment of my fee and all associated costs (in full) from you. You shall have no rights in any copy produced prior to making full payment. Once payment has been received in full, the copyright shall be moved to you. For the avoidance of doubt, you do not have the right to use copy for any unauthorised purposes nor to sub-licence the copy to any third party.

You accept that if you supply me with somebody else's copy as a guide to your requirements I shall make reasonable efforts to ensure that any draft copy I produce does not breach the owner's copyright. Notwithstanding this, you shall indemnify me against any action (including all costs, liabilities, damages and expenses) arising directly or indirectly from my use of this copy as reference material.

Collaboration: When you contract me to work with you, you acknowledge that I may, from time to time, engage other competent professionals to help me deliver the agreed work. In such cases, I undertake to review and amend the work, and to ensure that the quality of the work is consistent.

Liability: While I take all reasonable steps to perform my obligations under these Terms and Conditions, my liability to you for breach of these Terms and Conditions (whether by me, my agents, employees or any third party) is excluded to the fullest extent permitted by law. You will indemnify me against any costs, liabilities, damages, expenses or losses incurred as a result of civil claims or proceedings brought against me based on any work prepared for you and approved by you before publication.

Working with your clients: If you represent any other organisation or agency and wish me to do work for one of your clients, but wish me to contract directly with that client, then a contract will exist between your client and me governed by these Terms and Conditions. You acknowledge my right to conduct business with that client without reference to you and that no compensation or commission of any kind will be payable.