



BriarCopywriting

Terms & Conditions

My quote and any subsequent contract entered into will be subject exclusively to my Terms and Conditions as set out below. If you accept my quote and commission me you are agreeing to the following Terms and Conditions

By contracting me to write for you, you acknowledge that you have been offered the opportunity to read these Terms & Conditions and agree to be bound by them.

When you contract with me to write for you, you acknowledge that these Terms & Conditions take precedence over any other terms and conditions, express or implied and regardless of whether it is your general practice to conduct similar engagements under your own Terms & Conditions.

The Contract

If you are hiring me 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 me 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 me and the agency and not between me and the agency's client.

You agree to indemnify me against any claim for compensation or damages brought about as a direct or indirect consequence of the work I do for you and/or your organisation.

If you represent a marketing services or web development agency of any kind and wish me to work on a project for one of your clients, but wish me to contract directly with that client, then a contract, subject to agreement, will exist between your client's company and me and you acknowledge that I am free to conduct and further develop a direct relationship with that client without reference to you, and without compensation or commission of any kind being payable. In such a case, I affirm that I will not seek to sell to your client services, other than copywriting, which they have at any time previously purchased from you.

My Fee

I can charge an hourly or fixed fee for projects. This shall be agreed once details of the project have been given.

Unless otherwise agreed, my fixed fee includes attending your initial briefing (if deemed necessary), writing and submission of the first draft, discussion, evaluation and integration of up to two sets of revisions, submission of final draft. It **does not** include out of pocket expenses such as mileage which will be payable on top of the agreed fixed fee.

Subsequent meetings are charged at my hourly rate (to include travelling time) plus out of pocket expenses.

Please note that revisions based on a change in the project made after the first draft is submitted may incur an additional fee.

Your Satisfaction

I want you to be totally happy with the work I do for you. If you see something you are not happy with, for any reason, please discuss it with me and I will do my utmost to resolve your concerns.

However, if you have given me what we both agree to be proper opportunity to address your concerns – based on a reasonable and collaborative working relationship, and a minimum of 2 further drafts – and you still consider the work I have submitted does not meet your brief, the contract between us will be cancelled and no payment will be due.

This is entirely without prejudice and no liability or admission of failure or inability to complete the contract on my part is implied. In such circumstances, I will retain the copyright for everything that I have written or created for you and you will undertake to make no use whatsoever of any material in any draft.

Payment Terms

I will invoice you following submission of the final draft once I have your agreement that you are happy with the work I have carried out for you.

Unless previously agreed otherwise, invoices will be sent electronically and are payable within 30 days of the invoice date.

Under exceptional circumstances, I reserve the right to seek a proportion of the fee to be paid in advance of my starting work on your project. The balance will be due within 30 days of my final invoice.

Late Payment

I am a signatory to the UK Government's Better Payment Practice Code.

My invoice will be payable within 30 days of receipt. If payment is not received within period, I reserve the right to charge interest in line with the amended late Payment of Commercial Debts (Interest) Act, incorporating European directive 2000/35/EC.

Cancellation

If a project is cancelled after written confirmation has been received, but before the first draft has been submitted a cancellation fee of 50% of the total agreed fee will be due (or estimate if the project is to be charged at an hourly/daily rate).

If it is cancelled after the submission of the first draft, the agreed fee will be payable in full.

Non-disclosure and confidentiality agreements

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

Copyright

I will assign copyright if all materials that I write to you following full payment of all fees due.

I reserve the right to use selected extracts of my work for self-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, I will make every effort to ensure that I do not inadvertently breach their copyright. However you confirm that you are authorized to send me the material for my use either as reference material or to form part of a new piece of work and you indemnify me against any action arising, directly or indirectly, as a result of use of this content.

Errors and literals

I do my utmost to ensure that all materials supplied to you are free of literal and spelling errors. However you agree that you are responsible for final proofreading and indemnify me against any costs arising from the appearance of such errors in any printed or published form.

Whilst I make every attempt to make sure that my work complies with the law, it is your responsibility to submit all copy for legal review.

Information

All clients and potential clients will be kept informed with news from Briar Copywriting via a regular emailed newsletter.



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