

## **Suzanne Al-Gayaar Copywriting Services Terms and Conditions**

These are my terms and conditions. I'll keep them as short and sweet as I can, but if you wish to hire me to write for you, you must agree to them before I start work. They provide clarification for us both in the very unlikely event that there is a dispute or miscommunication.

All commissions will be undertaken on the basis of these terms having been read and agreed to.

Throughout these terms and conditions:

'You' means you, the person agreeing to the Terms and Conditions, and any company on behalf of which you claim authorisation to act.

'I', 'We', 'Us' and 'Me' all refer to me, Suzanne Al-Gayaar, the writer.

I am a straight-forward business person and I believe that terms should be clear and easy to understand. First and foremost, they should clarify our agreement so that both parties know exactly what to expect.

If there is anything that appears unclear, please ask.

### **1.Quotations**

Before I begin work on your project I will provide a formal quotation detailing the cost of the project.

- Quotations are valid for 30 days.
- All quotations are provided on my understanding of the project details you have provided through our written correspondence and the answers you have provided on my new client questionnaire.
- The price quoted is valid on the basis that the scope of the work doesn't change during the course of the job. In the event that it does, I will discuss any potential changes in costs with you in advance of carrying out the work to which the new charges relate.
- I will not bill you for any additional charges unless there is a change in the scope of work.

I require written confirmation that you have approved your quotation. An email is fine.

### **2. Changes and revisions**

I will submit the completed copy to you on the date we have agreed. I ask that you review the copy and if you would like to request any changes or revisions to the copy, you do so to me in writing within 5 working days. I will complete them in a timely manner and at no extra charge. Changes and revisions do not cover a change in the scope of work.

## **2. a) What constitutes a change in the 'scope of work'?**

A fundamental change in direction at the client's end which is beyond my control, requiring a complete rewrite of the copy. Such changes are considered to be additional drafts and will be charged accordingly. For example:

- You decide to redesign the structure of your website or the layout of the pages themselves, changing the site map or adding extra pages - for which you require different or additional copy.
- You substantially alter the positioning, features or selling points of the products or services the text describes.

In such cases, I will submit a new quote for you to approve before commencing these additional works.

## **3. Confirming your project**

When you have submitted your client brief and approved my quotation, I will send you an invoice for the work. A 50% deposit of the full balance is due to confirm your booking. Until your deposit is paid I cannot begin working on your project.

By paying your deposit to me you are commissioning me to begin work on your project and confirming that you agree to these terms and conditions.

The remaining balance is due on completion. I will send you an invoice along with your completed copy on the date we have agreed. My payment terms at 14 days from date of invoice.

## **4. Contracting me to work for an organisation**

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.

## **5. 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. Meetings are not included in the project-fee unless previously agreed, meetings will be charged at my hourly rate.

## **6. Errors, Omissions and Indemnity**

I will make every effort to ensure that the copy is free of errors and omissions – including errors in spelling and content – but cannot warrant this. I 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 me harmless against any liability anywhere in the world, including liability arising from copyright infringement and libel, that results in any way from your use of my copywriting services and counsel on this project. 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.

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 me.

## **7. Non-disclosure and confidentiality agreements**

Any information you share with me will be treated with the utmost care and client confidentiality is always ensured. I will not share your sensitive business information with anyone else.

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.

## **8. Copyright**

When I have received full and final payment as described in this agreement, copyright of the work I produce is automatically assigned to you. You can then use the work however you wish.

However, until final payment is received, copyright of the work remains with me.

I love to show off my work, so I reserve the right to display and link to your completed project as part of my online portfolio (the link may help your Google ranking a bit, so there's something in this for you too), for self promotion or for advertising purposes unless expressly forbidden by a confidentiality or non-disclosure agreement.

Where possible, I ask that clients share a copy of the final product on which my copy features, with me. It's always satisfying to see the finished product!

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 to me, 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.

## **11. Payment terms**

I'm a small business person so prompt payment is important to me. To help make sure we stay friends, please agree to stick tight to the following payment terms:

**Jobs up to the value of £200 require prepayment in full.**

**Jobs with a value of £201 and above require a 50% deposit, payable upon invoice.**

Payment in full is due within 14 days from date of invoice. I currently accept BACS payment only. 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, a late payment charge of 10% of the final outstanding amount will apply, increasing by a further 10% after 4 weeks if the balance is not paid in full.

## **13. Cancellation**

Work can be cancelled by you, the client, up until the point of paying a deposit 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 for me to proceed with the project without delay.

If you decide to cancel the work, I will charge you for the time spent on your project up until the point of cancellation, up to the value of the total cost of works.

#### **14. Your satisfaction**

Keeping my clients happy is my top priority. I want you to be delighted with the work I do for you and the majority of my work comes from repeat business and referrals.

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 and I will do my utmost to resolve your concerns.

And those are my terms and conditions. I hope you've found them useful. I am, first and foremost, a reliable and flexible freelance. Should we run into any problems I will do the very best I can to resolve them to ensure the best outcome for everyone concerned. But these terms exist so that in the unlikely event that there is a dispute, both parties are protected.

By paying your deposit you are agreeing to the terms and conditions above.