

Mark Tunnicliffe, Copywriter

TERMS & CONDITIONS OF SERVICE

The Terms and Conditions outlined below are intended to help avoid misunderstandings, and to provide clarification in the unlikely event of a dispute. If you hire me to write for you, you confirm that you have read and agree to them. All terms and conditions apply unless otherwise agreed in writing.

Last updated January 2018

1. Quotations/proposals

Before commencing work on your project, I will supply a full breakdown of costs within a detailed email. Quotations are valid for 30 days. All quotations are provided on my understanding of the project and 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.

2. Confirmation of a project

Before I start a project, I require your written confirmation that you are commissioning me to write for you, and that you agree to the quoted fee (an email is fine).

3. 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.

4. Fees

I prefer to charge a fixed fee to cover my services from start to finish. The fee payable is set out in my estimate (email). If we have negotiated a different fee, this must be clearly mutually agreed, and the amount quantified, by email. In the case of a fixed price, unless stated otherwise, my fee includes any time spent in meetings, telephone or email conversations to discuss the brief, research, planning, writing and submission of the first draft, discussion, evaluation and integration of up to two sets of revisions (see Revisions below) and submission of the final draft.

However, please note that revisions based on a change in the project at the client's end made after the first draft is submitted may incur an additional fee. I would always discuss this with you in advance.

I understand that some businesses prefer to budget for work based on an hourly or daily rate, and can charge this way if this is preferable. Please contact me for details.

5. Revisions

Should revisions to my draft copy be necessary, I will complete them promptly and at no additional charge. This is provided that such revisions are assigned within 30 days of your receipt of the copy and are not based on a fundamental change in the project that is beyond my control. Free revisions cover the first and second set of proofs but some charge may be attached to further amendments – I would, of course, discuss this with you, the client, before any charges are made.

Complete rewrites due to a change in direction at the client's end as considered to be additional drafts and will be charged accordingly. A new quote can be submitted before commencing this work, if required.

6. 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.

7. 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.

8. 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.

9. Copyright

The copyright for any creative concepts and copy I develop shall be fully transferred to you upon full payment of the applicable invoice.

10. Showcasing your project

Where possible, for offline materials, I would request a copy of the finished project for my own records and use in my portfolio. 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

Jobs up to the value of £600 require pre-payment in full. Jobs with a value above £600 require a 50% deposit, payable upon invoice. Please note that work will not begin until this pre-payment / deposit is received.

The balance payment is then to be made within 14 days upon submission of the 'final' draft with an accompanying invoice.

I currently accept the following payment methods:

- Direct bank transfer
- PayPal

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, you may face a late payment charge (10% of the outstanding amount).

13. Cancellation

Work can be cancelled by you, the client, up until the point of paying a deposit or prepayment 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.

14. Your satisfaction

I want you to be totally happy with the work I do for you. Indeed, the vast majority of my projects run very smoothly, and 90% of my work comes from repeat business from satisfied customers. 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.

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 two further drafts – and you still consider that the work that I have submitted does not meet your brief, the contract between us can be cancelled. The only notice that is required by either party to call time on the job is an email giving an ‘instruction to cease work’. This is entirely without prejudice, and no liability or admission of failure or inability to complete the contract on my part is implied.

Any work that has been created up until that point will be paid for by the client, whether approved or not. After work costs for the time spent have been deducted, any remaining balance will be reimbursed back to the client. The client owns the work that has been created and submitted, providing it has been paid for.