



Terms and conditions for copywriting services

Introduction

I pride myself on being attentive and flexible, but it's a good idea for us to have some terms in writing so we both know what to expect. I believe agreements like this should be easy to understand, so I've made sure that this uses plain and concise language. Having said that, if anything is unclear, please let me know. I'll be more than happy to clarify.

Project summary

You **(the client)** are hiring me **(David Babatunde)** for the supply of copywriting services.

What do we both agree to do?

As my client, you agree:

- You have the power to enter into a contract on behalf of your organisation.
- To provide me with everything I need to complete the project in question.
- To review my work, provide feedback and sign-off within agreed timescales.
- To stick to the payment schedule as discussed in the payment terms.

As the writer, I agree:

- I have the experience and ability to perform the services you need from me.
- I will carry this service out in a professional manner.
- I will respect the confidentiality of any information you give me.

The service I provide to you

I will create text and/or articles for you as described in the *copywriting brief*, which will be supplied to you for completion prior to project start.

I will deliver the text as a Microsoft Word document.

If your project involves complex web pages, I will include annotated screenshots or use clear descriptions so you can see where the text should sit on the page.

Changes and revisions

Most clients require me to make some changes to the work I do for them. That's fine. However, as this is a fixed-price agreement, I do have to limit the time I spend rewriting and editing. The project will therefore include:

- Initial delivery of a complete copy document.
- Two subsequent rounds of changes, if required.
- Any minor changes

This only applies up to the point where you sign-off my work, publish it or begin using it on your live website.

To be taken note of. Please make sure you're completely happy with the work described in the completed *copywriting brief*. The assignment details may not be changed once this agreement is in place and any edits or rework must take place within the scope of what's described.

The reason for this is that changing the assignment details can create a lot of extra work for me, particularly if I've already spent time on the project. This isn't budgeted for in the cost I give you.

The main circumstances in which this situation is likely to occur are if you:

- Decide to redesign the structure of your website or the layout of the pages themselves. For instance, changing the site map or adding extra pages.
- Substantially alter the positioning, features or selling points of the products or services the text describes.

It's best for both of us if I don't start work until these items have been agreed.

I do my best to ensure the project material contains no errors. However, I can't guarantee that all work is free from typographical or grammatical errors. I work to ensure information is relevant and up to date, using references when applicable.

Copyright

When I have received full and final payment as described below, 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 may 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.)

Deadlines

I believe in meeting deadlines, but I can only do this with your help. I can't be responsible for a missed deadline if you have been late with a down payment, slow to supply materials or not provided feedback to agreed timescales.

I also can't be responsible for deadlines missed due to circumstances completely beyond my control, such as family emergencies, floods, war, acts of god and so on.

Further changes will usually take extra time. We can agree deadlines for those together, but I'll do everything I can to meet your needs.

Payment terms

I make a living as a freelancer, so prompt payment is important to me. To help ensure we stay on good terms, the following payment schedule will be in place:

I will invoice for an initial 50%, non-refundable down payment before project start. I won't start work until I receive this payment. I will invoice for the remaining balance once the work has been completed.

If I have not received any feedback or comments within 14 days of submitting work to you (at any stage - the initial draft or subsequent edits), I will assume you are happy the work has been completed and will invoice for the remaining balance.

Invoices will be sent electronically, unless agreed otherwise. Payment is to be made within 30 days of invoice. I accept payments by BACS.

Late payments terms

I will exercise my statutory right to interest and compensation for debt recovery under The Late Payment of Commercial Debts (interest) Act 1998 if I am not paid in accordance with the timeframes stipulated by these terms. Please see below for compensation for debt recovery.

Amount of debt	Penalty
Up to £999.99	£40
£1,000 to £9,999.99	£70
£10,000 or more	£100

Interest will be charged on overdue invoices from the date the payment became overdue until the day of payment at the current rate of interest per annum. This will be based above the current base rates of the Bank of England.

Termination of the contract

If you fail to respond to any correspondence within 14 days of paying the non-refundable down payment, the project will be terminated automatically.

If you wish to cancel once the project is underway, I will retain your down payment. You may be required to make an additional payment to cover the work I've done. This 'kill fee' will be based on the percentage of the project completed.

Legal considerations

I will do my best to ensure all facts and statements in my work are true and that it doesn't infringe upon any copyright or other right of a third party. However, I can't be liable to you, or any third party, for damages, including lost profits, lost savings, complaints, claims, litigation or other incidental, consequential or special damages which arise regarding the project.

If any provision of this agreement shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this agreement and shall not affect the validity and enforceability of any remaining provisions. You can't transfer the contract to anyone else without my permission. The contract stays in place and need not be renewed. Please note that the intentions are serious and that any signed contract/agreement is a legally binding document under exclusive jurisdiction of English courts.

Assignment details

A *copywriting brief* will be sent to you for completion. In this document, you'll outline all the details related to the project. Once the details of the project have been agreed, it will be placed in a copywriting agreement for you to refer to.

Please ensure to re-read the copywriting agreement and sign the document once happy with the contents. Please note that once signed and returned to me, the document will be legally binding.

The non-refundable deposit will then need to be paid as stipulated in the payment terms before the project commences.