

Terms and Conditions

Contract

The relationship between **Fiona Hanks** and the client will be that of 'independent contractor' for **copywriting, content writing** and **creative services**. I am not the client's employee, worker, agent or partner, nor will either parties give the impression we are. My time will be limited to the project at hand, including any consultation time warranted by the project.

Pricing Terms

My current copywriting fees are **£40 per hour**, or **£300 a day**. However, from time to time, I may provide a quote on a job by job basis. Before each project, I will provide a quote so that you know exactly how much the work will cost. Any changes to the original brief initiated by the client may require an adjustment to the cost. For agreed fixed rates, the total price of your project will include:

- A free quote
- A maximum of 3 drafts of the project
- Any minor amendments to your project
- Advice and consultation by email as necessary

Any additional work requested that isn't covered in the original brief will be quoted separately and added to the original invoice.

The Copywriting Brief

The brief will be supplied by the client and must clearly outline the project requirements.

Commencement of Work

Before I start your project, I will need a confirmation email from you, stating:

- You are authorised to commission the project
- You agree to the fees quotes

By authorising and commissioning the work, I will assume you have read and agree to the full terms and conditions in this document.

Timescale and Deadlines

I will make every effort to ensure your project is delivered on time. In the unlikely event that I cannot meet the agreed deadline, I will let you know as soon as possible. I will not be held liable for any loss or damages to any party as a result of missing a deadline.

Payment Terms for Direct Clients and Agencies

For new clients (with the exception of agencies), I require a 50% non-refundable deposit of the total fee before

commencing work. I will then invoice for the remaining 50% at the project half-way point (or for smaller projects, at completion).

For larger projects, I will arrange staggered payments to be paid when we meet agreed project milestones. All invoices are sent electronically, unless agreed otherwise and are payable within 14 days of receipt unless agreed otherwise.

I accept payments by BACS only.

I understand that with agencies, copywriting usually forms part of a bigger project and can often take several weeks or months to complete. For these projects, I require a 50% non-refundable deposit to be made before I start work. When the copywriting part of the project is complete, the remaining payment should be paid within 14 days of receiving the invoice, whether the client has signed off on the project or not.

Termination of Copywriting Contract and Pause Clause

If a client fails to respond to communication within 14 days of paying the non-refundable deposit, the project will be terminated automatically. In the event that a client fails to provide feedback as per the project schedule milestones, the project will be considered 'on hold' and rescheduled dependent on current workload and availability.

Late Payment Terms

I will exercise my statutory right to interest and compensation for debt recovery costs under the late payment legislation if I am not paid according to agreed credit terms. The Late Payment of Commercial Debt (Interest) Act (1988) states that for debts of less than £1000, the penalty is £40, rising to £70 for debts up to £9,999.99 and £100 above that. Interest is payable at 8 per cent over Bank of England base rate. The penalties and interest now apply to all businesses regardless of size.

International Payment Fees (PayPal and BACS)

International clients are expected to cover any additional currency conversion charges to me, the service provider.

Intellectual Property Rights

Upon completion of the project and once I have received payment, all copyrights are automatically transferred to the client. I reserve the right to use any extracts of my work for my portfolio. Whilst I make every effort not to breach any copyright, you agree to indemnify me against action that may arise as a result of using my services.

Errors and Omissions

I make every effort to ensure that the project is proofread, grammatically accurate and factually referenced where applicable. However, I cannot guarantee that every project is completely free from typographical, grammatical or factual errors.

Indemnity

By using my services, you agree to indemnify me against any claim, including that of a third party, for compensation or damages resulting from the use of my written material or from unsought permissions to use my material. Although every piece of written content I produce is original, the client accepts full responsibility for checking the authenticity of content within the project, including product descriptions and claims, research materials and citations supplied, and indemnify me of any compensation for loss or damages.

If you have any questions about my copywriting terms and conditions, please feel free to ask.