Selwood Scribe Services - Terms and conditions of engagement

1/ Confirmation of a project

Before starting a project, I require the client's written confirmation, by email, or physical mail that they are commissioning me to work on a project for their business, and of acceptance of the estimate. It will be assumed that this confirmation also binds the client to these terms and conditions.

2/ Contract

A contract will exist only between Selwood Scribe Services and the client, not between Selwood Scribe Services and any third party. The client agrees to indemnify Selwood Scribe Services against any claim for compensation or damages brought about as a direct or indirect consequence of any work I do for the client or the client's organisation.

3/ Copyright

Throughout the term of the project, all material is the property of Selwood Scribe Services, transferring to the client when final payment is made. Until such time, the client is not permitted to reproduce, alter or redistribute any material produced by Selwood Scribe Services.

Once copyright transfers to the client, and unless expressly agreed otherwise, Selwood Scribe Services retains the right to use all or a portion of the material for promotional purposes.

If a project is cancelled at any stage before it is finished, Selwood Scribe Services retains copyright, regardless of any previous payments

4/ Payment terms

Project quotes are produced based on how many hours they are expected to take and our payment terms are a non-refundable deposit of 50% upfront with the balance due seven days after the final draft is sent to the client.

Should the parameters of the project change, I reserve the right to increase my costs to take into account any extra time needed.

Any agreed retainer fees are to be paid at the start of each month and any work completed outside the agreement of the retainer will be charged at the usual hourly rate.

I encourage clients to contact me immediately to discuss payment options should these terms cause any financial difficulty.

While I will go to any lengths to avoid it, I do understand and may exercise my right to recover debt through legal proceeding should the need arise.

5/ Indemnity

I will make every effort to proofread and fact check any work submitted to the client. There are no guarantees, however, that all submitted work will be free of any typographical, grammatical or factual errors. It is the responsibility of the client to ensure that all the material is factual and correct. You agree to proofread – or engage a proofreader to read – any material submitted to you and indemnify Selwood Scribe Services against any costs that may arise from the appearance of any errors in any printed or published form. While I do my best to ensure that my work complies with the law, it is the client's responsibility to submit all copy for legal review if required.

It is also the client's responsibility to ensure any rights or consents have been obtained when reproducing such things as images and graphs, and the client indemnifies Selwood Scribe Services of any legal repercussions that may be incurred on publication or distribution of such material by the client

6/ Confidentiality

I agree to keep all material supplied by the client for the purposes of the project/s confidential and will sign a non-disclosure agreement if required. The client, however, agrees to indemnify me for any claim for compensation or damages as a result of accidental disclosure or loss of information.

7/ Process and timeframes

Upon receiving a request for quote, and based on the information provided by the client, I will prepare an quote and reserve the right to amend this fee if the job takes longer than anticipated, or if the scope of the project changes. The client will be informed promptly and without prejudice if this in the case.

Once the estimate is accepted, and these terms and conditions agreed to, I will send a briefing document and an invoice. The client agrees to return the briefing document and pay 50 per cent of the invoice within five business days and before any work begins.

I will produce a first draft within the agreed timeframe and will expect client amendments returned within five business days. Up to three drafts are included in the initial estimate.

Upon submission of the first, second or final draft, if no comments are received from the client within five working days, I will assume that you have accepted the work and will send the final invoice.

While a longer timeframe may be negotiated, if after 30 days following delivery of the first draft, subsequent amendments have not reached the final draft, I reserve the right to charge you 75% of the total cost of the job. If the project has not reached the final draft 60 days from the delivery of the first draft, I reserve the right to charge you 100% of the total cost of the job, less any amount already paid. Further amendments after the final draft is delivered will be charged at my standard hourly rate.

8/ Rush fees

While I would prefer not to rush any job, as it may compromise quality, I do understand that some things cannot be planned well in advance. If a project is urgent and requires me to move other jobs to fit it in – or to work outside normal hours – a rush loading of 25 percent will apply. I also reserve the right to ask for 100 percent upfront payment to secure time in my schedule for any urgent work.

9/ Cancellation and rejection fees for copywriting

It is in the client's interest to furnish me all the necessary information to complete the project to requirements. If the project is rejected on the basis of style, composition, editing or our interpretation of your needs, amendments or circumstances, you are liable for the full cost of the initial estimate. Furthermore, if you commission me to write a first draft and then cancel the project for whatever reason, I will invoice you for the full estimate. Normal payment terms will apply in these circumstances.

If the project is cancelled after the confirmation, but before the work begins, I reserve the right to charge 25 per cent of the estimate.

10. Ongoing or retainer work

Any work that requires a monthly retainer (for instance, regular newsletters or blogging) requires monthly payment up front. If the client wishes to cancel the work at any time before the agreed contract is completed, they will be liable for the next month's payment.