



# Terms and Conditions

## Definitions

The "Client" is defined as an individual or business who is seeking the copywriting or copyediting services.

The "Contractor" is defined as an individual or business who is seeking to provide the copywriting or copyediting services to the client.

## Background

- A. The Client is of the opinion that the Contractor has the necessary qualifications, experience and abilities to provide the Services to the Client.
- B. The Contractor agrees to provide the Services to the Client on the terms and conditions set out here and via any additional discussion and agreement, either verbal or written.

The Client and Contractor (the "Parties" to this Agreement) agree as follows:

## Services provided

The Client hereby agrees to engage the Contractor to provide the Client with the following services (the "Services"):

- Copywriting
- Copyediting

The Services will also include any other tasks that the Parties may agree on. The Contractor hereby agrees to provide such Services to the Client.

## Performance

The Parties agree to do everything necessary to ensure that the terms of this Agreement take effect.

## Currency

Except as otherwise provided in this Agreement, all monetary amounts referred to in this Agreement are in AUD (Australian Dollars).

## **Payment**

The Contractor will charge the Client as per a provided invoice for the Services (the "Payment").

The Client will be required to pay a 50% deposit prior to work commencing. The final balance will be invoiced when the Services are complete.

Invoices submitted by the Contractor to the Client are due within 7 days of receipt.

In the event that this Agreement is terminated by the Client prior to completion of the Services but where the Services have been partially performed, unless otherwise negotiated, the Contractor will be entitled to receive full payment.

If the Client should require major alterations to the copy provided (based on the brief provided), or the project objectives significantly change, we reserve the right to re-submit this proposal and/or review the quote if the job is already in progress.

## **Ownership of intellectual property**

All intellectual property and related material, including any Trade Secrets, moral rights, goodwill, relevant registrations or applications for registration, and rights in any patent, copyright, trade mark, trade dress, industrial design and trade name (the "Intellectual Property") that is developed or produced under this Agreement, will be the sole property of the Client. The use of the Intellectual Property by the Client will not be restricted in any manner.

The Contractor may not use the Intellectual Property for any purpose other than that contracted for in this Agreement except with the written consent of the Client. The Contractor will be responsible for any and all damages resulting from the unauthorised use of the Intellectual Property.

Unless otherwise negotiated, the Contractor has the right to work with other organisations in the same field, sector or industry and commit to not use or share any proprietary information gained from one client with another.

## **Insurances**

Please advise if you require us to take out professional indemnity or public liability in order to conduct work with your organisation.

## **Right of substitution**

Except as otherwise provided in this Agreement, the Contractor may, at the Contractor's absolute discretion, engage a third-party sub-contractor to perform some or all of the

obligations of the Contractor under this Agreement and the Client will not hire or engage any third parties to assist with the provision of the Services.

In the event that the Contractor hires a sub-contractor:

- the Contractor will pay the sub-contractor for its services and the Payment will remain payable by the Client to the Contractor.
- for the purposes of the indemnification clause of this Agreement, the sub-contractor is an agent of the Contractor.

## **Indemnification**

Except to the extent paid in settlement from any applicable insurance policies, and to the extent permitted by applicable law, each Party agrees to indemnify and hold harmless the other Party, and its respective affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from or arise out of any act or omission of the indemnifying party, its respective affiliates, officers, agents, employees, and permitted successors and assigns that occurs in connection with this Agreement. This indemnification will survive the termination of this Agreement.

It is the Client's responsibility to ensure all legal requirements for Client's business are met and any copy created and used is the responsibility of the Client. This includes ensuring claims are true and accurate, legal disclaimers are used as needed and all products, sales and offers are lawful.

## **Copywriting process**

Once a quote estimate has been accepted by Client, Contractor will provide a briefing document, and/or a briefing meeting will take place.

Client is required to complete a mutually agreed-upon briefing process and pay deposit within 7 days. Following the receipt of deposit and completed briefing process, Contractor will complete the first draft within a mutually agreed-upon timeframe.

The client has 30 days in which to provide any edits to the copy. Two rounds of edits are provided within the quoted price.

Contractor and Client each commit to mutually agreed deadlines for briefing and delivering drafts, edits and final work.

## **Portfolio use**

Unless otherwise stated, Contractor **is permitted to use copy for Contractor's professional portfolio after copy has been made public by the Client.**

**Non-exclusivity**

Client and Contractor acknowledge and agree that the Contractor shall remain free to continue working for and taking on new clients without regard to Client. Contractor does not require Client approval to take on other work but will ensure confidentiality.