

# Definitions

**The Client** means the person or company that has formally entered into the agreement. (That's you)

**Florens Copywriting** refers to the business entity trading as **Florens Copywriting**. (That's me)

**Quotations** means a formal proposal document or price estimates provided over the phone or email.

**Approved copywriting brief** means the materials from which the work is to be based upon, subject to the approval of the Client.

**Urgent work** means copywriting work needed (finalised) within 7days.

**Larger projects** mean projects requiring more than 25 hours work.

# Terms and Conditions

## 1. QUOTATIONS

- 1.1. Quotations are valid for 30 days from the submission date.
- 1.2. The copywriting investment will be confirmed on receipt of the approved copywriting brief from 'the Client', when most of the complexities of the project are known. If 'the Client' chooses not to proceed, the time spent on the copywriting brief will be billed (only).
- 1.3. Any project estimates provided before 'the Client' approves the copywriting brief are not guarantees of delivery and should not be taken as such.
- 1.4. This proposal doesn't include liaising with other agents such as graphic designers or web developers unless specified, or meetings outside of the initial creative brief. Travel time will be itemised on invoices for additional onsite meetings.
- 1.5. This proposal includes 2 sets of revisions. Additional revisions are charged at time and materials @ £60 per hour.

## 2. APPROVAL

- 2.1. 'The Client' is asked to nominate one primary contact to centralise all revisions and contact throughout the project.
- 2.2. A set amount of revision time is included in each quotation. If the project objectives and requirements change requiring the work provided to be significantly altered, Florens Copywriting reserves the right to charge additional writing on a time and materials basis.
- 2.3. Approval of the copywriting brief should be via email or will be assumed when 'the client' sends an amended copywriting brief to Florens Copywriting. Approval of the copywriting itself, is via an online approval form. If this form cannot be completed, approval should be provided in writing by 'the client'.
- 2.4. Proofreading will be completed once approval for the copywriting has been submitted or on *version three* of the copywriting.
- 2.5. Revisions should be submitted within 14days of the second draft being delivered. If revisions are not received, approval of the copywriting will be assumed and the project finalised as per 2.4.
- 2.6. These terms and conditions are implicitly agreed to on acceptance of the copywriting quote provided and the instruction to proceed.

### 3. PAYMENT

- 3.1. A non-refundable commencement fee of 50% of the total quoted amount is required on acceptance of the quote by 'the Client'.
- 3.2. The upfront deposit paid will be deducted from the remainder (50%) due 14 days after the second draft is delivered. All revisions will be finalised as per our agreement.
- 3.3. For large projects, an instalment payment of 30% of the total quoted amount will be issued with the first version of the copywriting. The remaining payment amount (of 20%) is required within 14 days of receipt of the final draft by 'the Client'.
- 3.4. Payment may be made by BACS or PayPal.
- 3.5. Unless prior arrangements are made, payments not received within the specified payment terms will attract a late fee charge of £25.
- 3.6. If payment defaults Florens Copywriting may list 'the Client' with the appropriate debt collection and credit reporting agencies.
- 3.7. Urgent work will incur a 25% surcharge. Why? Because of the other projects shifted around to accommodate.
- 3.8. Any costs that are additional to the services ordered (including couriers, other media and travel costs) are in addition to the amount quoted and shall be charged to the 'the Client' as required. These costs will be itemised separately in the invoice.
- 3.9. 'The Client' may terminate the job at any time. In this instance, Florens Copywriting shall invoice for the time spent and work completed to date.

### 4. RETENTION OF TITLE

- 4.1. It is agreed that the copyright for any work delivered to 'the Client' remains the intellectual property of Florens Copywriting until all monies due have been paid.

### 5. LIABILITY, RELEASE AND INDEMNITY

- 5.1. All materials provided by 'the Client' are assumed legal and accurate.
- 5.2. Florens Copywriting cannot be held responsible for how the material produced is used once 'the Client' has approved the final draft.
- 5.3. 'The Client' agrees to indemnify and to hold Florens Copywriting harmless against any and all claims, costs, and expenses, including solicitors' fees, due to materials included in any work undertaken at the request of 'the Client'.
- 5.4. Any claim by 'the Client' as to incorrect performance or breach of these terms and conditions must be made to Florens Copywriting in writing within seven days of delivery.
- 5.5. With so many factors contributing to the success of a piece of copywriting, Florens Copywriting cannot make any guarantees as to the performance of the copy created for 'the Client'.
- 5.6. Due to the complex nature of search engine ranking, Florens Copywriting cannot guarantee any specific ranking as a result of publishing optimised copywriting.
- 5.7. Florens Copywriting accepts no responsibility or liability for any actions taken by 'the Client' that cause the website of 'the Client' to be penalised or banned from any Search Engine.
- 5.8. Florens Copywriting reserves the right to assign work to subcontractors to ensure project deliverables are met. All subcontractors adhere to Florens Copywriting's standard and style of copywriting. "The Client" is not to have direct contact with the subcontractor without the authority of Florens Copywriting.
- 5.9. Florens Copywriting would like to publish the final version as part of an ongoing portfolio. If 'the Client' would prefer this not to occur, please notify Florens Copywriting.