

SERVICES SUPPLY AGREEMENT



1. INTRODUCTION

1.1 I am delighted to supply you with my copywriting services. I like to keep things as simple as possible, and I usually find this short contract deals with what we need to cover using a small number of carefully considered points.

1.2 All work I agree to carry out is subject to the following terms. Confirming that you wish for me to proceed with your project at the quoted fee assumes that you have read and understood the following services supply agreement.

2. KICK OFF

2.1 You will only be held to these terms of service once I receive a written confirmation that you wish to proceed with the project based on my quoted fee.

3. PROJECT FEES

3.1 Fees will usually be quoted on a fixed cost basis. This includes an initial briefing meeting, a first draft, and two further iterations. This fee does not include travel expenses.

3.2 Any additional work, e.g. additional iterations, or work resulting from a change in the agreed scope, may incur an additional fee. This will be charged at an hourly rate.

4. PROJECT PROCESS

4.1 I require a full project brief from you in order to begin the project. Depending on the type and complexity of the project I may also require a face to face meeting and additional consultations, either face to face or by telephone/ Skype.

4.2 Once the brief has been agreed we will agree a delivery schedule. Upon delivery of the first draft, any revisions must be requested within 21 calendar days. The same timescale applies for the second draft.

5. DEADLINES

5.1 Where possible, I will always deliver your writing project within the agreed deadlines. However, should I be unable to meet agreed dates for reasons beyond my control, e.g. failure to meet review points, change in scope, stakeholder delays, I shall not be liable for any loss or damage caused to you or a third-party client.

5.2 Meeting agreed deadlines relies on timely reviews from you as the client. Any delay resulting from your ability to provide feedback within the agreed timeframes is your responsibility. I cannot be held liable for any impact this may have on the date of delivery for the final draft.

6. PAYMENT TERMS

6.1 All payments must be made within 15 calendar days of invoicing. Unless otherwise agreed, invoices will be issued on your acceptance of the final draft.

6.2 For larger projects, a 50% deposit will be required and will be payable within 7 days of the date of project kick off.

6.3 I reserve the right to charge interest on payments that are overdue by more than 5 days. Interest will be charged in line with the UK Government's Better Payment Practice Code.

7. CANCELLATION

7.1 Should you choose to cancel the project after the start date, I reserve the right to charge you 50% of the agreed fee, or alternatively, on a pro rata basis for the amount of work that has already been completed.

7.2 Should you abandon the project after the delivery of the first draft you will be liable for the full fee.

8. CLIENT SATISFACTION

8.1 I will supply you with copy that meets your deadlines and your project specifications. Should you feel, after having clearly communicated and collaborated on any revisions to the first iteration and on receipt of the second, that I have not met these specifications, then the contract between us will be cancelled and no payment will be due.

8.2 I will retain the copyright to any material that has been produced, and admit no failure of ability to complete the contract on my part. You will not use any of the draft material that has been exchanged during the project.

9. NON-DISCLOSURE & CLIENT CONFIDENTIALITY

9.1 I will not disclose any confidential client information and am happy to sign a nondisclosure agreement if required.

9.2 I will do my utmost to ensure that any information with which I am entrusted remains secure at all times. However, you agree to indemnify me against any potential damages incurred to yourself or a third party client through the accidental loss of any such information.

10. INTELLECTUAL PROPERTY

10.1 All material I have written will pass to you and become your intellectual property on receipt of the final payment in full. I reserve the right to use excerpts of the copy on my website and in my portfolio.

10.2 You confirm that you any source material supplied to me for incorporation or adaptation is your intellectual property. Should there be a copyright dispute between you and a third party regarding any source material used, I am indemnified against any claim that is made regarding a breach of copyright.

11. FACTUAL, SPELLING OR GRAMMATICAL ERRORS

11.1 My aim is to supply you with a quality piece of writing that is free from errors. However, the responsibility of the final proofreading lies with you, and you agree to indemnify me against any loss or damage caused by inaccuracies that are published.

Thank you for taking the time to read this Services Supply Agreement. If you have any questions or queries, please do not hesitate to contact me using the detail below. I look forward to partnering with you on this project. Copyright © 2014 Will Hillier.