



COPYWRITING PROJECT TERMS AND CONDITIONS



PROJECT TERMS AND CONDITIONS

Last updated: 1st January 2023

These Project Terms and Conditions are part of the contract you enter into when you engage Colette Chorley Copywriting & Marketing. Please read them through carefully, and get in touch if you have any questions – 0405 077781.

These Terms and Conditions apply to all work provided by: Colette Chorley
Trading as: Colette Chorley Copywriting & Marketing
ABN: 29866895533

DEFINITIONS

“You” is the client, its employees and agents.

“We”, “Us” and “Our” is Colette Chorley Copywriting & Marketing, its employees and agents.

1. QUOTES AND PROPOSALS

- 1.1. All quotes and proposals are valid for 30 days from submission date.
- 1.2. All quotes include:
 - 1.2.1. One set of major revisions and two rounds of additional small revisions at no extra charge.
 - 1.2.2. One round of professional proofreading at no extra charge.
 - 1.2.3. Additional fees, at an hourly rate of \$130, will be charged for any additional revisions or proofreading outside of the proposal scope.
- 1.3. You have maximum of **14 days from submission of first draft** to respond with revisions.
- 1.4. Additional fees, at an hourly rate of \$130, will be charged for any additional revisions or proofreading supplied after the 14 day revision period.
- 1.5. This quote does not include (unless specifically stated):

1.5.1. Meetings outside of the initial creative brief.

1.5.2. Travel time for onsite meetings.

2. FIRST PAYMENT

2.1. A deposit payment of \$450 is required on approval of the quote before work can begin.

2.2. Once work has begun, the deposit is non-refundable, subject to clause 9.

3. FINAL PAYMENT

3.1. The final invoice will be **issued 14 days after we send the first full draft to you** or when final sign-off is given (whichever occurs first).

3.2. Payment terms are **7 days from the date** on your invoice.

3.3. We reserve the right to charge you interest on overdue accounts at a rate of **10% for the first 21 days overdue** and 20% thereafter.

3.4. If we engage a third-party organisation to recover your debt, you are responsible for paying the additional costs involved, including any legal expenses.

3.5. Payment should be made via a bank transfer.

3.6. If your project is urgent and requires a first-draft turnaround of less than **5 working days**, a rush loading of 10% will apply.

3.7. Any costs additional to the Services ordered (including couriers, graphics, other media and travel costs) are in addition to the amount quoted, and will be charged to you as required. These costs will be itemised separately in the invoice.

4. FACE-TO-FACE MEETINGS

4.1. Additional face-to-face meetings can be added to the project at your request.

4.2. Face-to-face meetings will be charged at our hourly rate of \$130, and will include the cost of any necessary travel time.

4.3. Meetings must be **cancelled at least 24 hours** beforehand, or the full charge of the meeting will be added to your final invoice.

5. CHANGES IN SCOPE

- 5.1. Any modifications to the original project brief during the course of execution will render the provided quotation invalid.
- 5.2. Additional fees/charges may be applied to cover the time and expenses required to complete any new work.
- 5.3. The new quote will need to be approved, and the revised initial payment paid, before work can restart.

6. TIMEFRAMES

- 6.1. We endeavour to deliver all work by the agreed deadline. However, circumstances beyond our control – including major illness or family emergencies – may prevent us from getting work to you on time.
- 6.2. We will inform you within two business days if there are any timeframe issues.
- 6.3. Unless otherwise agreed, you will provide information and revisions to us within seven days.
- 6.4. If we are unable to complete work because we have not received information from you, we will continue the project at our next opportunity. This may affect your overall timeline.

7. COMMUNICATION

- 7.1. You are asked to nominate one primary contact for all revisions and contact throughout the project.
- 7.2. If you do not communicate with us for 30 days, the project will be deemed closed and any final amount owing will be billed.

8. CONFIDENTIALITY

- 8.1. If we have signed a separate Confidentiality Agreement or Non-Disclosure Agreement with you, that agreement takes precedence.
- 8.2. We will not disclose any information that you indicate is confidential.

8.3. We reserve the right to use your projects for our own promotional use unless we have signed a Non-Disclosure Agreement precluding this.

8.4. We may approach you for a testimonial after the project is completed to your satisfaction, although provision of the testimonial is not obligatory.

8.5. We reserve the right to refer to this project and your business name, and to use your logo and content for promotional or educational purposes.

9. TERMINATION

9.1. You may terminate the project at any time via email.

9.2. If you terminate the project, we will invoice for the total stage in progress at the minimum estimated fee.

9.3. We may terminate the project at any time via email.

9.4. If we terminate the job, we will invoice for the total stage in progress at the minimum estimated fee.

10. RISK

10.1. We are not responsible for any delivery delay if the delay or failure to supply is caused by matters beyond reasonable control including, without limitation:

- Acts of God
- Power failure
- Equipment failure

11. COPYRIGHT

11.1. You gain full copyright and intellectual property rights for any work delivered by us when you complete the final payment.

11.2. Until final payment is received, we retain the intellectual property rights for all work delivered.

12. CLAIMS AND LIABILITIES

12.1. We endeavour to ensure that our work doesn't infringe on any copyright or other right of a third party.

- 12.2. We **are not liable in any way** for any direct, indirect, incidental, special or consequential losses or damages resulting from use of services including but not limited to: loss of data and other intangibles; costs or damages resulting from or related to any services purchased or obtained, or resulting from unauthorised access to, or alteration of your transmissions or data.
- 12.3. You agree to indemnify and to hold us harmless against any and all claims, costs, and expenses, including solicitors' fees, due to materials included in any work undertaken at your request.
- 12.4. All materials provided by you are assumed to be legal and accurate.
- 12.5. You are responsible for checking the factual accuracy of the content for this project.
- 12.6. We work hard to ensure our work is free from errors, but we don't offer an error-free guarantee. You are responsible for final approval.
- 12.7. We take no responsibility for the material and how it is used once you have approved the final draft.
- 12.8. If you wish to make a claim about incorrect performance or breach of these Terms and Conditions, you must send it in writing to us within **six months of delivery**.
- 12.9. Any imposed liability shall be limited to resupply of information or services.

13. ENTIRE AGREEMENT

These Terms and Conditions constitute the entire agreement and understanding of the parties, and supersede any previous agreement between the parties. A waiver of a breach of any of the provisions of this Agreement shall not be construed as a continuing waiver of other breaches of the same or other provisions.

These Terms and Conditions shall be governed by Australian law, and the parties hereby agree to submit themselves to the exclusive jurisdiction of Australian Courts.