

## Terms and conditions

In this document, 'I', 'me' and 'the writer' refers to the supplier Jocelynn Rowan, Rowan Tree Copywriting. 'You', 'yourself' and 'the client' refers to the purchaser.

1. As the client, you have entered into work with me, the writer, on behalf of yourself or your organisation.
2. During my time with you I will, at all times, behave in a professional manner.
3. I will agree in advance with you, the client, the project goals and requirements, the estimated time to complete and the final deadline.
4. I will carry out the services required to the very best of my ability and to the timescales agreed.
5. You will provide me, the writer, with everything I need to complete the project and answer all queries in a clear and timely fashion.
6. I will treat all information you give me during the period we work together as confidential.
7. Please make sure you are happy with the assignment details, schedule and terms and conditions before you allow me to carry out the work. All changes, edits or revisions must take place within the scope of these terms.
8. As the client, you will review my work and give feedback where required in a clear and timely fashion.
9. I will make every effort to check the work for correct grammar and spelling before submitting it to you.
10. It will be your responsibility to check the work at your end, and hand it back to me for further edits and corrections, if any errors are found, in a timely fashion. I am absolved of responsibility if, when the work is finally published, errors appear in the published version, regardless of whether they were in the draft I supplied you with.
11. Changes or revisions may be required to the submitted work. Two rounds of revisions or changes are included at no extra charge, unless they are based on a change in the assignment. Any additional re-writes may be made at a fee to be negotiated separately from the initial agreement.
12. All revisions must be assigned within 14 days of your receipt of the first draft of copy.
13. The time needed to make changes and amendments to the copy will vary according to the scope. We can agree deadlines for those together, and I'll do everything I can to meet your needs.
14. I agree to work promptly and meet deadlines. However, I cannot be responsible for missed deadlines due to a late payment or delays in you providing source materials or feedback. If such delays occur, then deadlines will be revised.
15. I cannot be responsible for deadlines missed due to circumstances completely beyond my control, including but not limited to family emergencies; civil unrest; flooding; war; acts of god; national emergencies; etc. If there are any factors affecting my ability to meet deadlines, I will advise you right away.
16. Once the work has been signed off, published or used, any further work beyond the scope of an agreement can be negotiated and undertaken for a further fee under a new contract.
17. For new clients, a 50% deposit is required once the agreement has been signed, before I start work on the project.

18. Work will begin once I have received the signed contract/deal memo, the 50% deposit (if applicable) and all source material requested.
19. Payment is due 14 days from the invoice issue date.
20. All payments are to be made by bank transfer.
21. If, once you have given me the go-ahead on an assignment, you then cancel or postpone it, then a 'kill fee' will be due. This will include the 50% deposit plus an additional payment based on the percentage of the work I have already done.
22. If I have not received any feedback or comments within two weeks of submitting work to you (the initial draft or subsequent edits), I will assume you are happy the work has been completed and will invoice for the remaining balance.
23. The copyright for all work remains with me until you have paid me in full. Once payment is received, all copyright will be assigned over to you.
24. I reserve the right to display my work and a link to the completed project as part of my online portfolio, for self-promotion purposes only, unless I have signed an NDA with you prior to commencement of work.
25. I will do my best to ensure all facts and statements in my work are true and that it does not infringe upon any copyright or other rights of a third party. However, I am not a lawyer, and it is your responsibility to submit copy for legal review if required or desired.
26. I will not take on an assignment that creates a conflict of interest due to financial investment. If such conflict of interest appears likely, I will declare it.
27. I can't be liable to you, or any third party, for damages, including lost profits, lost savings, complaints, claims, litigation or other incidental, consequential or special damages that arise regarding this assignment.
28. I aim for full satisfaction with the copy produced before you use it, but I cannot guarantee specific results from its use. There are too many factors in your marketing that I cannot control: your product, mailing list, distribution, price, consumer preferences, demand, promotion design, major events, etc.
29. Contracts between the writer and the client cannot be transferred to a third party without my written permission. A contract stays in place and need not be renewed.
30. If any provision of our agreement shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this agreement and shall not affect the validity and enforceability of any remaining provisions.
31. This Agreement shall be governed by and construed in accordance with the law of England and the parties hereby submit to the exclusive jurisdiction of the English courts.