Terms of agreement for content writing services

Date:	
Between me:	Chloë Szilágyi ("I", "me" or "writer" in this document)
And you:	("you" or "client" in this document)

What do we both agree to do?

As my client, you agree:

- You have the power to enter into this contract on behalf of your organisation.
- Your company is financially secure, and not about to enter liquidation or appoint a receiver or administrator.
- To provide me with a clear brief and the supporting materials, resources or assets necessary to complete the project.
- To provide me with any additional information needed to complete the work, when I need it.
- To review my work, provide feedback and sign-off within agreed timescales.
- To honor the payment schedule set out at the end of this agreement.
- To provide me with a quote that can be used in my marketing, at the end of the project (provided you are pleased with my services).

As the writer, I agree:

- I have the experience and ability to perform the services you need from me.
- I will carry this service out in a professional manner and to agreed timescales.
- I will respect the confidentiality of any information you give me.

The service I provide to you

I will create content for you as described in the **project details** section of this agreement.

I will deliver the content in a Google Docs format unless another format is specified.

Content by Chloë

Content + Copy + Scripts

Changes and revisions

Naturally, most clients have feedback on the work I do for them and will require me to make some changes. However, as this is a fixed-price agreement, I do have to limit the time I spend rewriting and editing. Therefore, this agreement includes:

- Initial delivery of a complete copy document.
- Two subsequent rounds of revisions, if required.

This only applies up to the point where you sign off my work, publish it or begin using it on your live website.

Please make sure you are completely happy with the work described in the **project details** section before you sign this agreement. The **project details** may not be changed once this agreement is in place and any edits or rework must take place within the scope of what's described there.

The reason for this is that changing the *project details* can create extra work for me, particularly if I have already spent time on the project. This is not budgeted for in the cost I give you.

The main circumstances in which this situation is likely to occur are if you:

- Decide to redesign the structure of your website or the layout of the pages themselves. For instance, changing the site map or adding extra pages.
- Substantially alter the positioning, features or selling points of the products or services the text describes.

Copyright

Once I have received full and final payment as described in this agreement, copyright of the work I produce is automatically assigned to you. You can then use the work however you wish.

However, until final payment is received, copyright of the work remains with me.

I love to show off my work, so I reserve the right to display and link to your completed project as part of my online portfolio (this link can help boost your Google ranking ever so slightly, so there's something in this for you too.)

Content by Chloë

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Deadlines

I am a stickler for deadlines, but I do kindly ask for your support in meeting them.

If you are slow to provide requested information or images, or fail to provide feedback to agreed timescales, this can cause me some delay.

I also can't be held responsible for deadlines missed due to circumstances beyond my control, like family emergencies, floods, war, acts of god and so on.

Payments

I make a living as a freelancer so prompt payment is highly appreciated. As part of this agreement, you recognise and agree to the following:

- My payment terms are **14 days from date of invoice**, unless other terms are agreed in advance, in writing.
- For projects under £500, you must pay the fee in full **before I start any work**.
- For projects over £500, I ask that you pay an initial deposit of 50%. I won't start work until I receive this payment. I will then invoice for the remaining 50% once I've completed the project.
- If I have not received any feedback within **5 business days** of submitting work to you (at any stage the initial draft or subsequent edits), I will assume you are happy the work has been completed and will invoice for the agreed amount.
- I'm not registered for VAT and my payment terms are within 14 days.
- In the event of **late payment** an additional interest fee may be charged. Non-payments will be referred to a debt recovery agency.

Content by Chloë

Cancellations

To accommodate your project or booking, I may have had to decline other work or substantially rearrange my schedule.

As part of this agreement, you recognise and agree to the following:

- If you cancel a project or booking **less than 72 hours** before the agreed start date, you agree to forfeit 50% of any deposit paid.
- If no deposit has been paid, you agree to pay 25% of my full project fee.
- If you cancel a project in progress, you agree to forfeit the full deposit (if a deposit has been paid).
- If you cancel a project in progress, you agree to pay 25% of the full project fee (if no deposit has been paid).

Legal stuff

I will do my best to ensure all facts and statements in my work are true and that it doesn't infringe upon any copyright or other right of a third party.

However, 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 which arise regarding this project.

If any provision of this 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.

You cannot transfer this contract to anyone else without my permission. This contract stays in place and need not be renewed.

Although the language in this document is simple, the intentions are serious, and this contract is a legal document under exclusive jurisdiction of English courts.

Content by Chloë

Communication

My office hours are 9am to 5.30pm (UK time) Monday to Friday. Any messages received out of hours will be dealt with the next working day.

Project details

This section contains specific information about the work I'm going to do for you.

If I sent you an initial proposal it's probably copied from that, but please read the below information again carefully.

Deliverable	What this entails	Hours	Cost



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Here's the dotted line

By signing below, you agree to the terms of this contract.

Writer:	Client:
Signed by: Chloë Szilágyi	Signed by: [name]
Signature:	On behalf of: [company]
Date:	Signature:
	Date:

Please make sure you keep a copy of this document for your records.

Thanks once again and I look forward to working with you!

Content by Chloë