

## Terms & Conditions

(Last updated September 2017)

**This document is intended to help you and I work together in a professional and mutually respectful manner. It clarifies how I work, what you can expect from me, what I need from you and how we can reach a resolution in the unlikely event of a disagreement or difference of opinion.**

**I'll ask you to confirm that you've read and understood these terms & conditions before we begin working together.**

### Making contact for the first time

Whether we first meet socially or professionally, it's important that we establish a business relationship from the outset. This means that we'll need to be clear and upfront about rates and expectations. Then, if we choose to work together, we'll have to sort out some basics.

For example, before I begin, please can you let me know about:

- Your invoicing process. Who do I send my invoices to? Do I need to send a copy to a billing email address?
- Your internal systems. Do you use project codes or PO numbers? If so, how do I get hold of these?
- Any internal processes that could delay payment if not adhered to.

In turn I'll provide you with a new supplier form (with these terms and conditions attached). This will contain:

- My full contact details. Name and address, phone number, email address.
- My bank details. Including BIC and IBAN numbers.
- My registered company name, company number, date of incorporation, VAT registration number and standard VAT rate charged. On request I can also provide proof of my professional indemnity and public and products liability insurance.
- Example of sample blank invoice.

### Booking my time

I work on a "first come, first served" basis so would encourage you to discuss potential projects with me as early as possible. There's a booking calendar on my website ([www.carinamartin.co.uk](http://www.carinamartin.co.uk)) where you can see my availability and book me directly. If you're not ready to confirm dates, but would like to pencil some of my time, please make this clear on the online form. I'll do my best to give you first option to confirm if another client approaches me for the same days. Please note that once a booking has been confirmed, I may have to charge for late cancellations (see later).

## Working together

### Quotes

To be able to provide you with a quote, I'll need a written brief with the scope of work clearly laid out. This can be supported by a phone call if that would help. If you don't already have one, I'm happy to supply you with a blank brief template. I'll then email you a quote, in GBP, based on what's written in the brief. Of course, life isn't always that straightforward. I know that briefs change. If they do, I'll ask you to revise your brief and I'll update my quote. Quotes are valid for 30 days.

### Timings

I usually charge by the day (rates to be discussed) but will discuss half day and hourly rates if the job doesn't justify a full day. My payment terms are 30 days. A daily statutory interest of 8% plus the Bank of England base rate will be charged on late payments.

### Expenses

My preference is to work from home wherever possible. However, I completely understand if new clients initially want a meeting to brief face-to-face and/or introduce me to the team. So, if you're within 75 miles of Oxfordshire, I'll take full responsibility for all travel costs for this first meeting. However, I will charge for my time. If more than one trip is needed I may ask for a contribution towards travel costs. This would always be discussed with you in advance. International travel would be entirely at your expense. Any costs relating to my home office - such as phone calls, computer software, printing etc. - will be my responsibility.

### Amends

My quote will allow for one round of amends and a further round of minor tweaks. This should allow for any factual changes, minor additions/deletions and (God forbid) any typos to be picked up. If further rounds of feedback are needed, I'll provide you with a time estimate which I'll need you to approve. Any mistakes made by me, at any point, will - of course - be sorted free of charge. I'll treat a complete change of brief as a new brief.

### Confirmations

All quotes need to be approved in writing before I can start work. A simple email is fine.

### Cancellations

If a confirmed booking is cancelled less than 48 working hours before the work is due to start, I may charge up to 50% of the booked time. Cancellations of less than 24 working hours may be charged at up to 100%. That said, I will always try to fill the time with another clients' work. If that happens I either won't charge you or I'll charge a reduced rate.

If I'm the one that cancels (highly, highly unlikely) I'll give you the option to a) not pay me b) ask me to find a suitable replacement c) find a replacement yourself d) reschedule our booking.

## Contracts

If your business has a contract for freelancers which contradicts any of the above, please share this with me before any work is undertaken. I'm happy to discuss and find a compromise that works for both of us.

## NDA's

I would never discuss a client's business externally but am very happy to sign NDAs as needed.

## Promotion and marketing

To keep my website and LinkedIn profile up to date, I like to post new projects and announce new clients. I'll only do this after discussion with you and will respect your decision if you'd prefer me not to.

## Copyright

I retain copyright for all copy I produce until my invoice is paid in full. At that stage copyright is automatically transferred to you.

## Objectivity vs. Subjectivity

I take a lot of pride in my work and it's important to me that my clients get what they've asked for. Given that over 90% of my clients come back time and time again, I must be doing something right.

But... copywriting is a craft, not a science. Subjective opinions and personal preferences inevitably play a part. And sometimes there are unintentional breakdowns in communication or simple misunderstandings.

If, for whatever reason, you're not happy with my work, please say so. I'll then discuss with you what needs to be done to get things back on track.

From my perspective, I'm willing to make amends, at no additional cost, if I'm at fault (through spelling or grammatical errors, a failure to meet the brief or a deviation from an agreed tone of voice). If, however, they've come about through no fault of my own – for example, a change of brief or a personal dislike of certain words or phrases – I'll invoice for amends on a per-hour basis.

If we simply can't find common ground, either of us can agree to part company, so long as this is done in writing. Work done up until this point will need to be paid for but any outstanding days that have been booked will be cancelled without further costs being charged.

## Responsibility and liability

I'll do everything I can to make sure the copy I write is factually and grammatically correct. That said, I often work with information that has been supplied to me and I use it in good faith. My clients are solely responsible for checking the accuracy of the copy and ensuring any claims made are legally binding. Please make sure that my copy is reviewed thoroughly before being put live and, if necessary, run it via a legal team to make sure there are no copyright infringements or libel issues.

I cannot be liable to you, or any third party, for damages, including loss of profits, lost savings, complaints, claims, litigation or other incidental, consequential or special damages which arise regarding this agreement or in respect of the work I undertake on your behalf.

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.

This contract is an agreement between the parties and is non-transferrable without prior written permission.

This contract is a legal document under exclusive jurisdiction of English courts.