

# TERMS AND CONDITIONS | SUZANNA KNIGHT

Version 3.1 – February 2019

## 1. Definitions

In this agreement, the “Copywriter”, “I” and “me” shall be Suzanna Knight, and the “Client” or “you” shall be any person, company, entity or foundation who commits to a contract with the Copywriter. The Copywriter’s estimate and any other contract entered into will be subject to the Terms and Conditions set out below.

## 2. Getting to work

1. By contracting the Copywriter to write for you, you acknowledge that you have had the chance to read these Terms and Conditions and agree to be bound by them.
2. You agree and acknowledge that these Terms and Conditions take precedence over any other terms and conditions, expressed or implied, regardless of your general practice and/or own Terms and Conditions.
3. A job is confirmed when I receive an email from you stating clearly that you are commissioning the work and agree to the Terms and Conditions. If you are commissioning me on behalf of a company, you warrant that you are authorized to enter into a contract with me on behalf of that company.

## 3. Pricing and fees

1. Projects are either agreed on a price-per-project basis or based on an hourly fee.
2. In case of a project fee, the Copywriter will produce an estimate of charges based on the information you supply. The Copywriter holds the right to adjust the project fee if your requirements change.
3. The Copywriter will charge for travelling time and travel expenses.
4. In case of a project fee, three drafts (a first and two rounds of editing) are included in the fee. Additional edits, changes and extensions to the project are charged at the hourly rate.

## 4. Payment

1. The Copywriter will send an invoice when the project is completed. Payments are due within 30 days of the invoice date.
2. For projects that last several months, the Copywriter may require staged payments.
3. The Copywriter will produce a first draft within the timescale agreed and will expect amendments/revisions/feedback to this draft within fourteen days. In the case of a project fee, once a final draft is agreed upon, any possible subsequent amendments will be charged at the hourly rate.

## 5. Rejection

1. Unless a rejection fee has been agreed upon in advance, there is no right to reject a draft on the basis of the Copywriter’s style, composition, editing, or interpretation of your needs. You commission the Copywriter based on style and work samples. If the Copywriter is commissioned by you to write a first draft and you thereafter decide not to continue, or decide at any stage that you will finish the work yourself or use another copywriter or agency, the Copywriter reserves

the right to charge you the full costs of the estimate, and payment terms noted in paragraphs 4 and 6 will apply.

#### **6. Late payment**

1. For projects that last several months, the work will be put on hold if the invoices are not paid within 30 days. No work will be carried out until payment is received.
2. Payments which are outstanding after 30 days will be subject to the statutory interest rate for commercial transactions as determined by Dutch law. The Copywriter has the right to claim payment through a debt collection agency. The Client will be held responsible and billed for all collection costs incurred.
3. Clients who are consistently late payers will be asked to pay a deposit or full payment in advance before any new project can be started.

#### **7. Ownership and intellectual property**

1. If you want the Copywriter to work with your own copy draft, you confirm that you are the holder of the copyright to this draft or that you are permitted by the copyright holder to use this material. In such a case, you indemnify the Copywriter against any claims that the new work violates existing copyright.
2. If you supply the Copywriter with research or samples taken from someone else, you must always specify whether you have permission to use this material and indemnify the Copywriter against any action arising as a result of using this content as inspiration.
3. When the project is completed and final payment has been received, the Copywriter will cede to the client all rights to the copy in the form for which it was originally intended. The Copywriter reserves the right to use a sample of the work in a portfolio or on a portfolio website.
4. If the client defaults on payment, any copy written by the Copywriter cannot be used until full payment is made.

#### **8. Cancellations**

1. If the project is cancelled by the Client for any reason before copy is delivered or completed, you remain liable for the time expended to date.
2. Once the final copy is delivered to the client, you are liable for payment in full.
3. If the Copywriter is unable to complete the project (due to illness or other personal reasons,) the Client may purchase any unfinished work from the Copywriter.

#### **9. Working relationship**

1. The Copywriter expects to work in partnership with the Client.
2. Both the Copywriter and the Client agree to work together to complete the project in time.
3. The Client will provide the Copywriter with the information needed to fulfil the brief.

#### **10. Confidentiality**

1. The Copywriter will not disclose any information obtained when working on a project with any third party.

#### **11. Errors**

1. The Copywriter will make every effort to make sure copy is free from spelling and any other mistakes. Early drafts can contain errors, but the Copywriter will make every effort to ensure these errors are removed from the final draft.
2. Any errors overlooked by the Copywriter in the final draft will be corrected by the Copywriter free of charge without acceptance of liability for any costs you incurred as a result of these errors.

#### **12. Liability**

1. While the Copywriter will take all reasonable steps to perform obligations under these Terms and Conditions, the Copywriter's liability to you for breach of these Terms and Conditions is excluded to the fullest extent permitted by law. Nothing in these Terms and Conditions seeks to exclude or limit the Copywriter's liability for death or personal injury caused by negligence, or for fraud or fraudulent misrepresentation. You will indemnify the Copywriter against any costs, liabilities, damages, expenses or losses incurred as a result of civil claims or proceedings brought against the Copywriter based on any work prepared for you and approved by you before publication.
2. The Copywriter is not responsible for any indirect or consequential losses whatsoever. In the event of any breach by the Copywriter of her express obligations under these terms and conditions, your remedies will be limited to damages, which in any event, shall not exceed the fees and expenses paid by you under the Contract.

#### **13. Force Majeure**

1. Neither the Client nor the Copywriter shall be liable for failure or delay in performing their obligations under the Contract, where such failure or delay is a result from any cause that is beyond the reasonable control of the Client or Copywriter.

#### **14. Severance**

1. If any clause or sub-clause of this agreement shall be deemed unlawful, invalid or otherwise unenforceable, then that clause or sub-clause shall be deemed severable from this agreement and shall not affect the validity or enforceability of any remaining clauses.

#### **15. Applicable law**

1. The agreement and these terms and conditions are governed by the laws of the Netherlands.

#### **16. Variation**

1. These terms and conditions shall not be varied except by mutual consent between the Copywriter and the Client, in writing.