

star copywriting



## Michelle Harris - Copywriter

Star Copywriting, P.O. Box 2337, Ilford, Essex IG1 8AA

T: +44 (0) 208 550 9752 M: +44 (0) 7949 556 294

michelle@starcopywriting.com www.starcopywriting.com

### TERMS AND CONDITIONS

These terms and conditions clarify the basis of the agreement between you and Michelle Harris. Please note that all paragraphs where Michelle Harris (We) is stipulated – the agreement and contract also extends both in full or in part to Amy Harris. The client is represented in this agreement as You.

Please sign and return these conditions to Michelle Harris. Your acceptance of the agreement is essential before any work can commence.

#### 1) Contractual obligation

By contracting with Michelle Harris to write for you, you acknowledge that you have been offered the opportunity to read these terms and conditions and agree to be bound by this version. This contract takes precedent over any other terms or conditions and therefore must be signed before a project can start.

#### 2) Guarantee from Michelle Harris

The purpose of all projects and contracts is to provide an excellent calibre of copy for the fee agreed. However there can be misunderstandings or misinterpretations. If you are dissatisfied with copy that has been produced, please discuss with Michelle Harris who will do everything possible to resolve the problems.

In such circumstance, you agree to make no use of any written material or draft that has been written for you and not to make any claim for your loss of time or income.

#### 3) Security and NDA

Michelle Harris is happy to sign any Non-Disclosure Agreement.

However, you indemnify Michelle Harris against any action

whatsoever by you or your client, associated with the accidental disclosure, loss or for any mishap of this information.

#### 4) Legal Jurisdiction

You confirm and agree to abide by UK Jurisdiction.

#### 5) Confirmation of contract

A project is confirmed when Michelle Harris receives a confirmation from you whether via e-mail or letter, together with a signed terms and conditions contract and deposit.

If you are contracting with Michelle Harris on behalf of any group of individuals other than yourself, you must confirm (in writing) that you are in a position to enter into a contract on behalf of that group of individuals or company.

#### 6) Other people's content and copyright.

Michelle Harris will make every effort to ensure that any research or copy sent does not infringe upon the rights of the content owner or writer. However, you indemnify Michelle Harris against any action arising, directly or indirectly, as a result of use of this content as reference material.

#### 7) Your rights regarding the copy

Upon your authorisation for Michelle Harris to write copy for you, you are purchasing the copyright for the work written for you. This is passed to you upon receipt of full and final payment of all fees due as agreed in these terms and conditions.

#### 8) Draft copy not written by Michelle Harris

If Michelle Harris is asked to view a copy of any draft written by you or anybody else, you must confirm you are the copyright holder. Or failing that, you have the right to use the material from the copyright holder and that you have authority to allow all, or part, of the material to be part of the new work to be written by Michelle Harris. You will indemnify Michelle Harris against any potential claim or suggestion that her work breaches an existing copyright. If there are similarities



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between the aforementioned draft and subsequent copy, her copy will be considered as an original and under the terms of this contract.

#### **9) If copy is not used**

You agree to indemnify Michelle Harris against any claim by any client for compensation or damages brought about as a direct or indirect consequence of the use, or inability or unwillingness to use, the material which is written for you.

#### **10) Mistakes**

All efforts are made to avoid any mistakes, whether spelling, grammatical or reference, however should this unfortunate situation occur, you absolve Michelle Harris of all responsibility for any costs incurred as a result of any published errors whether as hardcopy or online.

#### **11) Submission of Draft**

Once a draft has been submitted, you commit to revert back with comments and amendments within three weeks. If there is a delay beyond this time, full payment of quoted work is required in order to complete the assignment and per the original quotation.

#### **12) Proposal**

The terms of the Proposal shall be effective for 30 days after presentation to you. In the event the Proposal is not executed by you, within the time identified, the Proposal, together with any quotations, related terms and conditions and deliverables may be subject to amendment, change or substitution.

#### **13) Completed work**

Michelle Harris tries hard to ensure that deadlines are met. However if there is a possibility or delay, Michelle Harris will discuss with you as soon as she is aware of the problem

#### **14) Work and fee**

A 50% of the total fee is required as a deposit and before writing can commence. The remaining 50% is due upon submission of the first draft however all amendments are included in the fee and with consideration for paragraph 15.

**15)** The fee is on the basis of a 'fixed fee'. This includes one rewrite if, you feel that after the initial draft, a rewrite would be necessary. Provision is made for an original submission and one complete rewrite. Revisions or amendments do not constitute a rewrite.

**16) Project End.** A project is deemed complete and satisfactory if you do not respond to Michelle Harris within one month from submission of first draft or any subsequent amendments or revisions.

#### **17) Payment Agreement**

All invoices are payable within 30 days of receipt. For new clients or those overseas, Michelle Harris (Star Copywriting) reserves the right to invoice with a payable period of 15 days. Michelle Harris understands and will exercise her statutory right to claim interest and compensation for debt recover costs under the late payment legislation. If Michelle Harris is not paid according to agreed credit terms, interest will be charged daily at 8% over the Bank of England base rate along with EU late payment charges. Payments will be credited first to late payment charges and next to the unpaid balance. You shall be responsible for all collection or legal fees necessitated by late or default in payment. Michelle Harris reserves the right to withhold delivery and any transfer of ownership of any current work if accounts are not current or overdue invoices are not paid in full. All grants of any license or copyright to use or transfer of ownership of any intellectual property rights under this Agreement are conditioned upon receipt of payment in full which shall be inclusive of any and all outstanding additional costs, taxes, expenses, and fees, charges or the costs of changes.

In the event of premature termination of the project by you and for any reason whatsoever, the full fee will be immediately due for payment. This revised scenario terminates any outstanding credit arrangements.

However and with respect to UK Jurisdiction, your statutory rights will not be affected.