

Terms and Conditions

1. **DEFINITIONS**

- "Client" refers to the individual or entity engaging the Copywriter's services.
- "Copywriter" refers to the supplier Tryphena Foster of Fostering Content.
- "Project" refers to the specific copywriting work commissioned by the Client.
- "Content" refers to all written materials produced by the Copywriter.

2. PROJECT BRIEF

- The Copywriter will provide a quotation based on the Project brief.
- The quotation is valid for 14 days.
- The Copywriter will be provided with everything they need by the Client in order to complete the Project, including a clear and detailed brief, answer all queries in a timely manner and within timescales agreed.
- Any changes to the Project brief after the quotation has been agreed upon may result in a revised quotation and additional charges. The Copywriter will notify you of any such additional charges in writing for approval before proceeding with the work.
- Copywriting services will commence once The Copywriter has received an email confirmation accepting the proposal.
- The Client is responsible for checking the work and approving the Content, and discussing any further edits and corrections, within 7 days of delivery.
- The Client is responsible for obtaining any necessary permissions or licenses for materials provided to The Copywriter.

3. PAYMENT TERMS

- A 50% deposit is required before work commences, upon delivery of an invoice.
- The remaining balance is due within 14 days of Project completion, upon delivery of an invoice. Or sooner depending on the Project, this will be confirmed in the initial quotation.

4. COPYRIGHT

- I retain the copyright of all original work until full payment is received.
- Full copyright passes to the Client upon final payment.
- I reserve the right to use extracts of my work for my portfolio, unless otherwise agreed in writing with the Client.

5. REVISIONS

- The quotation includes two rounds of revisions.
- Additional revisions will be subject to additional charges, which will be communicated to the Client in writing for approval.
- Revisions must be requested within a set period of 7 days, or as agreed within the quotation, of Content delivery.
- If feedback or comments have not been received within two weeks of submitting work to the Client, The Copywriter will assume that you are happy with the work and will invoice you for the remaining balance.

6. TIMESCALES AND DEADLINES

The Copywriter will make every reasonable effort to meet agreed deadlines. The
Copywriter will not be held liable for any indirect or consequential losses or damages
arising from delays caused by unforeseen circumstances beyond The Copywriter's
control. In the unlikely event that the agreed deadline cannot be met, The Copywriter
will inform the Client as soon as is reasonably possible.

7. Confidentiality

• Both parties agree to maintain the confidentiality of any proprietary information shared during the Project.

8. LIMITATION OF LIABILITY

- The Copywriter's liability for any claims, losses, or damages arising out of or in connection with the provision of the services shall be limited to the fees paid by the Client for those services. The Copywriter is not responsible for any indirect or consequential losses, including but not limited to loss of profits, revenue, or business, arising from the Client's use of the Content
- The Client agrees to indemnify and hold harmless the Copywriter from and against any and all claims, losses, damages, liabilities, costs, and expenses (including reasonable legal fees) arising out of or in connection with the Client's use of the Content, including but not limited to any claims of infringement of intellectual property rights, defamation, or breach of contract.
- The Copywriter will provide Content that is to the best of their knowledge accurate, factually correct, and does not infringe any third-party rights. However, the Client is

responsible for the final proofreading of the Content, and shall indemnify the Copywriter against any loss or damage arising from inaccuracies in the published material.

9. TERMINATION

- Either party may terminate the Project with written notice.
- In the event of termination by the Client, The Copywriter is entitled to payment for all work completed up to the date of termination, including any expenses reasonably incurred.

10. GOVERNING LAW

• These terms and conditions are governed by English law.

11. ACCEPTANCE

 By engaging The Copywriter's services, and confirming so in writing the Client acknowledges that they have read, understood and agree to these terms and conditions.