

Agreement for copywriting services

Date: [date]

Between me: [your name] ("I", "me" or "writer" in this document)

And you: [client name] ("you" or "client" in this document)

Introduction

I pride myself on being helpful and flexible, but it's a good idea for us to have an agreement on paper so we both know what to expect. I believe agreements like this should be easy to understand, so I've made sure this one uses clear language.

Having said that, if anything is unclear, ask me. I'll be happy to clarify.

Project summary

You ([client name]) are hiring me ([your name]) to [assignment] for the total price of £[total] as described in our previous communications.

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.
- To provide me with everything I need to complete the project, when I need it.
- To review my work, provide feedback and sign-off within agreed timescales.
- To stick to the payment schedule described at the end of this agreement.

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.
- I will respect the confidentiality of any information you give me.

The service I provide to you

I will create text and/or articles for you as described in the *assignment details* section of this agreement.

I will deliver the text as a Microsoft Word document.

If your project involves complex web pages, I will include annotated screenshots or use clear descriptions so you can see where the text should sit on the page.

Changes and revisions

Most clients require me to make some changes to the work I do for them. That's fine. However, as this is a fixed-price agreement, I do have to limit the time I spend rewriting and editing. This agreement therefore includes:

- Initial delivery of a complete copy document.
- Two subsequent rounds of changes, 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.

This bit's important. Make sure you are completely happy with the work described in the *assignment details* section before you sign this agreement. The *assignment 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 *assignment details* can create lots of 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.

It is best for both of us if I don't start work until these items have been agreed.

Copyright

When 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. (The link may help your Google ranking a bit, so there's something in this for you too.)

Deadlines

I believe in hitting deadlines, but I can only do this with your help. So I can't be responsible for a missed deadline if you have been late with a down payment, slow to supply materials or not provided feedback to agreed timescales.

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

If this agreement is signed and I have received your down payment by **[date]**, I will deliver first draft copy by **[date]**.

Further changes will obviously take extra time. We can agree deadlines for those together, but I'll do everything I can to meet your needs

Payments

I make a living as a freelancer, so prompt payment is important to me. To help make sure we stay friends, you agree to stick tight to the following payment schedule:

The total cost of the work is: **£[amount]**

I will invoice for an initial down payment of **£[amount]** once this agreement has been signed. I won't start work until I receive this payment.

I will invoice for the remaining balance of **£[amount]** once the work has been completed.

If I have not received any feedback or comments within two weeks 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 remaining balance.

I'm not registered for VAT and my payment terms are 30 days. Please pay on time!

Cancelling this contract

If you wish to cancel this agreement, I will retain your down payment and you may be required to make an additional payment to cover the work I've done. This 'kill fee' (not as dangerous as it sounds) will be based on the percentage of the project completed.

[or:]

If you wish to cancel this agreement, you will be responsible for payment of the total cost of the project described under *payments*, above.

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 assignment.

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

(Ok, that's the trickiest bit over with.)

Assignment 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 it carefully again. You can't be too careful.

The assignment

[insert]

Important notes

[insert any items specific to this piece of work]

Audience and tone

[insert any items specific to this piece of work]

Sign here, please

Here's the dotted line. By signing below, you agree to the terms of this contract.

Writer:

Signed by: [name]

Signature:

Date:

Client:

Signed by: [name]

On behalf of: [company]

Signature:

Date:

Make sure you keep a copy of this document for your records. I'm looking forward to working with you.