

Charlotte McManus Creative

Terms & Conditions

All work that I agree to is subject to the following Terms & Conditions. I will assume that the client has read and understood these, once they confirm that they wish me to undertake their project at the quoted fee.

The Contract

The relationship between Charlotte McManus and the client is that of 'independent contractor'.

Commencement of Work

Before a project is undertaken, I require a confirmation email stating that the client has read and agreed to my Terms & Conditions, is authorised to commission my services, and has agreed to my quoted fee. The client will be held to these Terms & Conditions once I receive written confirmation that they wish to commission me to complete a project based on my quoted fee.

The Quoted Fee

Unless otherwise agreed, fees will be quoted on a day rate or fixed-cost basis, depending on the scale of the work required. Fixed-cost project fees will include an initial briefing meeting (if required), a first draft, plus two revisions of the draft based on reasonable feedback from the client.

Any additional work on the project, resulting from further revision requests and/or a change to the agreed project brief may incur an additional charge, which will be discussed with the client before further work is carried out. Unless otherwise agreed, this charge will be set on a day-rate basis.

The quoted fee does not include out-of-pocket travel and/or reasonable expenses (e.g., travel to areas outside Zones 1-6 in London).

The Project Process

Before starting a project, I will require a full brief from the client, preferably in writing. Depending on the type, scale, and complexity of the project, I may also require a face-to-face briefing meeting and/or additional consultations by phone/Zoom, et cetera, alongside any information and/or materials necessary for me to carry out the work. Once the brief and required deliverables have been confirmed, I will agree on a delivery schedule with the client.

Unless otherwise agreed, writing projects will include a first draft and two rounds of revisions, based on reasonable feedback from the client. I require all amend requests to be submitted together in a single document at each stage of the revision process.

Once the first draft has been delivered, I will need to receive client feedback within the agreed timescale in order to adhere to the delivery schedule submission dates. This is also the case with the second draft.

Delivery Deadlines

I will always endeavour to deliver the writing project by the agreed deadline. However, in the unlikely event that I cannot meet a deadline, I shall not be liable for any loss or damage caused to the client or to a third party. I will also let the client know in writing as soon as the situation is known, so that revised delivery dates can be agreed.

Meeting project deadlines is also dependent on the time it takes for the client to provide feedback on the draft versions. I shall not be held liable for any delay that is a direct result of the client's inability to provide feedback in accordance with the agreed delivery schedule.

Once a draft has been submitted, if a client fails to provide revisions/feedback in accordance with the delivery deadlines (i.e. within 14 days of submission, unless otherwise agreed), I will regard the content as approved and the project finalised, and will invoice accordingly.

Payment Terms

Unless otherwise agreed, new clients will be required to pay 50% of the fee up-front before work commences on fixed-term projects. This is non-refundable and payable on receipt. The remaining 50% will be invoiced upon delivery of the final draft.

With larger projects, or ongoing/recurring projects that take place over several months or longer, the client and I will agree on a payment schedule based on key project milestones, or alternatively a monthly retainer fee. A 50% deposit may also be required, payable within 7 days of the start date of the project.

All payments must be made within 14 days of invoicing. If payment is not made in accordance with the terms above, then I may exercise my statutory right to charge interest under the Late Payment of Commercial Debts (Interest) Act 1998.

All invoices are sent electronically, unless otherwise agreed. I accept payments by BACS or PayPal. Unfortunately, I do not accept cheques.

International Payment Fees

International clients are expected to cover any additional currency conversion charges when paying my fee via BACS or PayPal.

Overdue Payments

I understand and will exercise my statutory right to interest and compensation for debt recovery costs under the late payment legislation if I am not paid according to the agreed credit terms. I reserve the right to charge interest on payments that are overdue by more than 5 days.

Debt recovery costs are chargeable in accordance with The Late Payment of Commercial Debts (Interest) Act 1998, as amended and supplemented by Late Payment of Commercial Debts Regulations 2002.

Interest is payable at 8 per cent over the Bank of England base rate. Penalties and interest now apply to all businesses regardless of size.

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Writer, editor & content creator
charlotteamcmanus@gmail.com

Cancellations

In the event of the client cancelling a project that has been confirmed before the start date, a cancellation charge may apply. If the cancellation occurs within one week of the scheduled start date, I reserve the right to charge 25% of the agreed fee.

Should the client choose to cancel the project after the start date, I reserve the right to charge 50% of the agreed fee, or alternatively on a pro-rata basis for the amount of work that has already been completed.

Should the client decide to cancel the project after the delivery of the first draft, they will be liable for the full fee. Unless a rejection fee has been agreed in advance, there is no right to reject content on the basis of style, composition, editing, or my interpretation of the client's needs, amendments, or circumstances.

The client is commissioning me based on my style and examples shown on my website and/or previous work. Content creation is a joint effort between client and contractor; therefore, if the client asks me to write a first draft and then decides they don't want to continue using my services – or decide at any stage that they will complete the work themselves, or by using another company – I reserve the right to charge the client the full fee.

In the event of cancellation of the project by the client, I will retain full copyright in respect of any material that has been produced and admit no failure on my part to complete the contract. The client will undertake not to use any of the draft material that has been exchanged during the project.

Client Obligations

Before obtaining my content creation services, the client is obligated to fulfil the following:

- Provide any information and materials reasonably required by me (which are assumed legal and accurate).
- Obtain all necessary permissions and consents which may be required.
- Comply with such other requirements as may be set out in the proposal/estimate.
- In the event that the client does not make use of any work I produce in accordance with the proposal/estimate, the client agrees to absolve me of all responsibility for any loss of income or for any costs or damages suffered by the client or by any third party as a result of any delay which has been caused to the client's business or to the business of any third party.
- Once a project has been contracted, should the client for any reason fail to maintain communication with me, I will regard the project as cancelled and issue an invoice for the outstanding fee as per the agreed terms. I will consider failure to maintain communication as a period of 21 days in which I do not hear from the client, despite sending at least one email to an address via which we have previously communicated. 3 days will be allowed for the last email to be responded to. It is the client's obligation to ensure they maintain communication through the duration of the project.

Independent Contractor Obligations

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- To provide high quality, professional content services in accordance with the provisions and scope of the proposal/estimate.
- To deliver written materials on time, in accordance with the agreed delivery schedule.
- To address client feedback and concerns reasonably expressed within the scope of the proposal/estimate.

Non-Disclosure & Client Confidentiality

I will not disclose any confidential client information and agree to sign a non-disclosure agreement if this is deemed necessary by the client. I will also do my best to ensure that any information with which I am entrusted remains secure at all times. However, the client agrees to indemnify me against any potential damages incurred to themselves or a third-party client through the theft or accidental loss of any such information.

Errors and Omissions

I make every effort to ensure that the project is proofread, grammatically accurate and factually referenced where applicable. However, I cannot guarantee that every project will be completely free from typographical, grammatical, or factual errors.

Copyright

The copyright of any material that I have written will pass to the client once the final invoice for the project has been paid. Until then, I will hold the copyright. I also reserve the right to use excerpts of the copy on my website and in my portfolio.

The client confirms that they own the copyright for any draft or other written materials that they supply to me to use within the project. If there is a copyright dispute between the client and a third party regarding anything supplied to me to include, I am indemnified against any claim that is made with regards to a breach of copyright.

Variation

These Terms & Conditions shall not be varied except by agreement in writing.