

Lindsay Grubb's Terms and Conditions 2016

I want to be 100% sure that your expectations will be met, so please take a short moment to read the conditions of service below.

Payments, deposits & approvals

Payment terms: For standard projects 50% on acceptance of quote and 50% within one week of completion of the service I have provided to you. For larger projects 40% deposit, 20% on supply of first draft and 20% on approval. All retainer agreements are initiated with the deposit of the first months full fee, thereafter the monthly retainer fee must be cleared into my bank account by no later than the 25th of each month for the duration of the agreement in order to secure the hours for the upcoming month. Cost estimates / quotations are to be completed in full and returned, together with proof of payment, to secure a job booking.

Electronic agreement to terms

Electronic agreement by both parties is binding and the contract will be seen through. Please note that a timeline document detailing the payment schedule and the timeline for delivery of material from both parties will accompany the contract. It is important to stick to this timeline or the final deadline will be jeopardised. I cannot get you what you need in the time you need it, if I don't receive the relevant input and materials from you in a timeous manner. This may result in a loss of monies already paid. (See cancellation of contract and kill fees below).

Rush Fees

In order to ensure a high quality of work for you, I don't take on more than I can handle within normal working hours where possible, and I always err on the side of caution when deciding whether the job can be reasonably completed within the allocated deadline, but I do understand that sometimes you need things in a hurry. My standard working hours are 8:30am-5pm Monday to Friday. Should your project be required sooner than the originally stipulated deadline, or should I agree to take on the "rush job" after hours for you an additional 50% of my standard rates will apply.

No 'spec' / 'pitch' / 'exposure' jobs accepted

Please note that I do not work 'on spec'. Whether or not the copy itemised is used, full and final payment is due and payable on delivery of the copy and interest incurred on overdue accounts will be charged at prevailing bank rates. I also don't work for "exposure", it doesn't pay the bills.

Single point of contact

All the feedback and revision requests need to go through one person please. This ensures everyone is on the same proverbial page and avoids conflicts and errors. Final sign-off must happen through this same individual please.

Copyright and usage of work

Unless otherwise expressly agreed upon in writing, the work product, intellectual property rights and copyright belong to me. All work completed will remain my property until final payment has been

made. In addition, all copy created is for one-time use only and any additional use, including online publication, may attract a further usage fee.

Terms and fees of additional use must be negotiated with me prior to this use, as unauthorised publication may attract both a usage fee and a penalty fee. Please note that your usage of the copy constitutes confirmation of these terms and confirms your acceptance of the final product, whether expressly stated by you or not and thus final payment becomes immediately applicable.

Copyright and usage of material supplied by client

I take copyright seriously. I do not plagiarise and therefore, I don't use material supplied to me by clients without being 100 percent sure that I am legally allowed to do so. By agreeing to my terms and conditions, you, as the client, represent to me, Lindsay Grubb, that you unconditionally guarantee that any elements of text, graphics, photos, designs, trademarks, information or other copyright work including any intellectual property rights contained in the foregoing and provided to me, in order for me to fulfil the scope of your brief, are owned exclusively by you, or that you have permission from the rightful owner to use such material, and will indemnify me and my sub-contractors from any claim, liability or suit arising from the use of such elements or materials furnished by the you. You represent to me, that usage of the material supplied will not infringe the copyright or other rights of any third party and indemnify me and my sub-contractors against any loss, damages, costs, expenses or other claims arising from any such infringement.

Intellectual Property Rights

I don't share what I create for you with anyone without your express written consent and any intellectual property within the material you supply to me belongs to you.

My intellectual property in any bespoke software, specifications, material, procedures, data or strategy used in the preparation of, or which is embedded within, the material produced by me for you remains my property.

Nothing in these terms and conditions in relation to any project or the provision of services to you, shall deprive me, or conversely grant you, the rights to any of my research, business name, domain name, web-site content, know-how functionality, or methodology document, supplementary knowledge and design or technology process including as used by me in my general business.

In the event that new inventions, designs or processes evolve in performance of the services or as a result of the contract, you (the client) acknowledge that it will be the property of Lindsay Grubb unless otherwise agreed in writing by me.

Terms and inclusions of quotation

I will work closely with you to ensure a strong brief upon which we both agree. This brief will allow me to provide you with a detailed and accurate quotation. All quotations are valid for 7 days and include one set of *reasonable changes* to copy. The term '*reasonable changes*' refers to vocab tweaks, syntactical revisions, linguistic alterations, factual corrections and/or small structural changes, which must be requested within one week of delivery of the first draft.

Should 'additional changes,' such as; content additions, alterations to the tone or register, re-briefs or major re-structuring of the copy, or any changes after the one-week aforementioned period, or any additional out-of-pocket expenses (such as travelling to interviews and or meetings, disbursements, purchasing of pictures etc), occur, then these will be quoted on and charged for at the agreed rate. Should any changes be necessary due to inaccuracies resulting from client supplied material or inaccurate briefing, these will be charged as above.

Cost estimate and invoice numbers

If the invoice number supplied by me is not used as the payment reference, there will be no record of your payment on the system. Please ensure that the appropriate number is cited in any electronic or other payment.

Termination of contract

The contract may be terminated by me, immediately if you (the client) commit a material breach of any of the terms and conditions, or if you (the client) fail to pay any amount due under the contract on the stipulated due date for payment and then remain in default for more than seven days after being notified in writing to make such payment. The contract won't be initiated without the 50% deposit and in the case of a retainer agreement the full month's retainer fee, (I book that time in my schedule for you, you pay in advance to secure it). Should you (the client) fail to pay the follow up payment schedule, work will cease on the project with immediate effect, and will resume only when rectified by clearance of the payment.

On termination of the contract for any reason, you (the client) shall immediately pay to Lindsay Grubb all outstanding unpaid invoices and interest and, in respect of services supplied but for which no invoice has been submitted, I may submit an invoice, which shall be payable immediately on receipt.

Kill fees

When I agree to take on a job, I book the job into my schedule so I am able to track and manage all the work that comes in. This ensures that I am not overbooked and that you receive a high quality product by your due date. I also don't start work on your project the night before it is due, often there is a lot of preparation and research that happens prior to the writing commencing. The writing itself also takes time. As a result, and in keeping with standard industry practice, once the contract has been signed, or agreed to electronically, should a job / project / retainer be cancelled by you (the client) for any reason, the following cancellation fees will be levied:

Three weeks prior to deadline – 25% of the value of the contract

Two weeks prior to deadline – 50% of the value of the contract

One week prior to deadline – 100% of the value of the contract

Retainer agreements – the kill fee for retainer agreements will be stipulated in the retainer agreement as the duration of and services rendered in each agreement varies. Minimum kill fee is one full month's retainer.

Please feel free to contact me via email at lindsay@lcommunications.net or on my cell +27 (0) 72 132 2802 with any concerns or questions. I appreciate your cooperation and understanding.

Confirmation of acceptance of Lindsay Grubb's Terms and Conditions

I have read and am authorised to accept these terms and conditions

Full Name: _____

Designation: _____

Company: _____

Date: _____