



AGREEMENT FOR SERVICES

Date: [date]

Between me: Emma Truscott trading as Where's Ems? ("I", "me" or "writer" in this document)

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

Introduction

Hi [name]

I'm so pleased that we'll be working together! This document sets out the terms of our relationship and once accepted, it will become a legally binding agreement.

If you have any questions, please don't hesitate to reach out. I'm available for calls between 9:00 a.m. and 5:00 p.m. Monday to Friday, and these should be scheduled in advance. Or, feel free to send me a WhatsApp message on [number]. I aim to respond within 24 hours, except during weekends or holidays.

Project summary

You [client name] are hiring me Emma Truscott 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.
- The materials you provide me do not infringe on the Intellectual Property Rights of a third party.

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.

Changes and revisions

You may wish to make some tweaks to the first draft, that's normal. This agreement therefore includes:

- Initial delivery of a complete copy document via Google Docs.
- [Two subsequent rounds of changes], if required.

When you sign off my work as complete, the revision deadline passes, you publish it or begin using it on your live website, it will automatically be signed off as complete, and you will be invoiced for the remaining balance.

If I don't receive any feedback for the work I submit to you (the initial draft or subsequent edits) by the agreed deadline, it will automatically be signed off as complete, and you will be invoiced for the remaining balance.

Please 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.

Everything I create is well thought out, so I'll let you know if any of your edits will reduce the impact of the content in any way.

I recognise you may have new ideas which you may want to include later on, and I'll be able to accommodate you. Inform me of the changes or additions, and if they are not already provided for in the existing quotation given, I will provide a separate quotation to cover them.

Copyright

When I have received full and final payment as described in this agreement, the copyright of the work I produce is automatically assigned to you. You can then use the work however you wish. However, until the final payment is received, the copyright of the work remains with me.

I love to show off my work, so I reserve the right to display your feedback (with your profile picture) and a 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!)

You can, of course, withdraw your consent at any time by emailing me at hello@wheresems.com

Deadlines

I can only hit deadlines with your help. So I can't be responsible for a missed deadline if you have been late with a deposit, slow to supply materials or have 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.

Once this agreement is signed, I have received your deposit, and we've had our 2-hour briefing call, I can usually deliver first draft copy [within 2 weeks].

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

Prompt payment is essential for my small freelance business. You agree to stick to the following payment schedule:

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

I will invoice for an initial deposit 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, and before it is sent to an external proofreader.

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 am not VAT registered and my payment terms are 7 days.
Please, please pay on time! Thank you.

Cancelling this contract

If you wish to cancel this agreement, I will retain your deposit and you may be required to make an additional payment to cover the work I've done. This is called a 'kill fee' and 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.



Assignment details

Here are the full details of the work I'm going to do for you. Please review this section carefully and let me know if anything is incorrect or missing before signing.

These project details may not be changed once this agreement is in place, and any edits must take place within the scope of what's described here.

The Services

Terms & Conditions

What I need from you

Next steps

By signing below, you agree to the terms of this contract. Make sure you keep a copy of this document for your records.

Writer

Name:

Business name:

Address:

Signed:

Date:

Client

Name:

Business name:

Address:

Signed:

Date: