



To: Your Name

Company: Name-Address-PostCode

Ref: [EMM***-*]

Date: [***]

LETTER OF AGREEMENT

This document describes the duties and deliverables of The Copywriter (James Daniel of EarthMonkey Media Ltd) and The Client (**Name, Business**).

The Copywriter will provide copy for a [**website / sales letter / brochure / etc**] to promote the Client's [**product or service**].

The Client will supply all information to be included in the finished works, including [**product or service**] specifications, audience profile, brand guidelines and key sales messages.

Copyright to the assembled content is owned by the Copywriter. On completion of the project and after final payment is received, the Copywriter will cede to the Client all rights to reproduce the content in the specified format.

Furthermore:

1. The Client takes full responsibility for the accuracy of all statements contained in the finished product.
2. The Copywriter undertakes not to reveal any confidential or commercially sensitive information disclosed by the Client at any time before, during or following the date of contract – in perpetuity.
3. The Copywriter undertakes to deliver the work within the timescale agreed, provided that the Client adheres to the same schedule in supplying source materials and other information.
4. There will be no charge for copy revisions, provided that all requested changes are:
 - within the original scope of the project
 - requested within [*****] working days of each draft submission
 - requested before the copy enters the public arena
5. Both Copywriter and Client agree in principle to the Quotation and Payment Schedule provided, along with any exceptions noted in writing.

Quotation and Payment Schedule

The Copywriter and Client agree to a cost of [£***] plus VAT for the entire project.

SUNDRIES: Any additional work that falls outside the scope of the original brief will be charged at The Copywriter's standard rate of [£***] per hour. At the Copywriter's discretion, this may include such items as offsite meetings, travel time and accumulative time spent on telephone or video calls.

All travel beyond [**] miles will be subject to a charge of [£***] per mile. Overnight stays will be charged at a rate of [£***] per night.

TERMS OF PAYMENT: Payment is to be made by BACS transfer to Barclays account [****], sort code [****]. The Client will pay a deposit of [£***] on signature of this agreement. The balance will be due on completion, to be paid within [**] days of invoice.

CANCELLATION: By signing this agreement, the Client is reserving space in the Copywriter's work schedule. Consequently the Copywriter will turn down any conflicting opportunities. Therefore if the Client should cancel the project or breach the terms of agreement in any way, the Copywriter will charge for all works completed and reserves the right to charge a 'kill fee' as compensation for loss of business. The current kill fee schedule is included in Appendix I.

Final Agreement

This letter, along with the Copywriter's standard Terms & Conditions, represents the entire agreement:

The Copywriter and Client agree to work together to deliver the project to the following deadlines:

[PROJECT MILESTONES / DELIVERY DEADLINES]

Signed: [Client Name]

Position:

Company:

Date:

Signed: James Daniel

Date:

- Please sign and return to james@jamesthecopywriter.co.uk -

APPENDIX I: CANCELLATION FEES

If the project is cancelled for any reason, the Copywriter reserves the right to charge a cancellation or 'kill' fee based on the following scale:

- Cancellation after signature, but before work commences [**%]
- Cancellation when research has begun, but no copy is written [**%]
- Cancellation when a copy outline has been supplied, but no copy is written [**%]
- Cancellation after the first draft, but before revisions are made [**%]
- Cancellation after the first draft and one or more sets of revisions [**%]

APPENDIX II: CREATIVE BRIEF

[TO BE AGREED]