

# PROJECT TERMS AND CONDITIONS

**Last updated: 15 April 2021**

These project terms and conditions are part of the contract you enter into when you engage **HAYZEL MEDIA**. Please read them through carefully, and get in touch if you have any questions – [admin@melbourneeducationwriter.com](mailto:admin@melbourneeducationwriter.com) or 0403520416.

These Terms and Conditions apply to all work provided by:

**T and A Abdul Jalil Pty. Ltd – trading as HAYZEL MEDIA**

Trading as: **HAYZEL MEDIA**

ABN: 71639790837

These terms and conditions should be read in conjunction with [HAYZEL MEDIA Terms and Conditions](#) and [HAYZEL MEDIA Privacy Policy](#)

## DEFINITIONS

“You” is the client, its employees and agents.

“We”, “Us” and “Our” is **HAYZEL MEDIA**, its employees and agents.

**HAYZEL MEDIA** provides professional copywriting and content marketing, as well as support, training and coaching services to business owners.

These are the terms upon which the services are offered to you and you are indicating your acceptance of them, by proceeding with scheduling your consultation.

This agreement applies to all services provided by **HAYZEL MEDIA** to you and are subject to change.

## 1. QUOTES AND PROPOSALS

1.1. All quotes and proposals are valid for 30 days from submission date.

1.2. All quotes include:

1.2.1. Two rounds of revisions at no extra charge.

1.2.2. One round of professional proofreading at no extra charge.

1.2.3. Additional fees, at an hourly rate of \$125, will be charged for any additional revisions or proofreading outside of the proposal scope.

1.3. You have maximum of **14 days from submission of first draft** to respond with revisions.

- 1.3.1. Drafts will be submitted via email to the nominated email address provided by you in your briefing document or correspondence.
- 1.4. Additional fees, at an hourly rate of \$125, will be charged for any additional revisions or proofreading supplied after the 14-day revision period.
- 1.5. This quote does not include (unless specifically stated):
  - 1.5.1. Liaison with other agents such as graphic designers or web developers.
  - 1.5.2. Meetings outside of the initial creative brief.
  - 1.5.3. Travel time for onsite meetings.

## 2. DEPOSITS

- 2.1. A non-refundable deposit of **50% of the total amount quoted** is required on approval of quote before work can begin.
- 2.2. Where the amount is **less than \$500, the full amount is required** on approval of quote before work can begin.
- 2.3. The deposit invoice must be paid before any project work can begin.

## 3. PAYMENT

- 3.1. The final invoice will be **issued 14 days after the first full draft has been sent to you** or when final sign off is given (whichever occurs first).
- 3.2. Payment terms are **7 days from the date** on your invoice.
- 3.3. We reserve the right to charge you interest on overdue accounts at a rate of **10% for the first 21 days overdue** and **20% thereafter**.
- 3.4. If we engage a third-party organisation to recover your debt, you are responsible for paying the additional costs involved, including any legal expenses.
- 3.5. You can pay via **bank transfer (preferred), Stripe or PayPal**.
- 3.6. **PayPal** payments may incur a 2.5% surcharge or 3.5% for payments from overseas for large transactions. You will be advised if this applies to you.
- 3.7. If your project is urgent and requires a first-draft turnaround of less than **2 working days**, a rush loading of **25%** will apply.
- 3.8. Any costs additional to the Services ordered (including couriers, other media and travel costs) are in addition to the amount quoted and will be charged to you as required. These costs will be itemised separately in the invoice.
- 3.9. We are liable by law for GST, and you must pay us the GST amount.

## 4. FACE-TO-FACE MEETINGS

- 4.1. Additional face-to-face meetings can be added to the project at your request.
- 4.2. Face-to-face meetings will be charged at our hourly rate of \$125.00 and will include any necessary travel time.

4.3. Meetings must be cancelled at least 24 hours beforehand, or the full charge of the meeting will be added to your final invoice.

## 5. CHANGES IN SCOPE

- 5.1. Any modifications to the original project brief during the course of execution will render the provided quotation invalid.
- 5.2. Additional fees/charges may be applied to cover the time and expenses required to complete any new work.
- 5.3. The new quote will need to be approved, and the revised deposit paid, before work can restart.

## 6. TIMEFRAMES

- 6.1. We endeavour to deliver all work by the agreed deadline. However, circumstances beyond our control – including major illness or family emergencies – may prevent us from getting work to you on time.
- 6.2. We will inform you within two business days if there are any timeframe issues.
- 6.3. Unless otherwise agreed, you will provide information and amends to us within seven days.
- 6.4. If we are unable to complete work because we have not received information from you, we will continue the project at our next opportunity. This may affect your overall timeline.
- 6.5. If we do not receive feedback or amends within a total of 30 days from the date of the draft, the project will be considered closed and all final payments will be due immediately. Copyright for the content remains with HAYZEL MEDIA until all outstanding fees are paid.

## 7. COMMUNICATION

- 7.1. You are asked to nominate one primary contact for all revisions and contact throughout the project.
- 7.2. If you do not communicate with us for 30 days, the project will be deemed closed and any final amount owing will be billed.

## 8. CONFIDENTIALITY

- 8.1. If we have signed a separate confidentiality agreement or Non-Disclosure Agreement with you, that agreement takes precedence.
- 8.2. We will not disclose any information that you indicate is confidential.
- 8.3. You agree not to disclose any information about our pricing structure or project documents to anyone else not involved in the project.
- 8.4. We reserve the right to use your projects for our own promotional use unless we have signed a Non-Disclosure Agreement precluding this before work begins.

- 8.5. We may approach you for a testimonial after the project is completed to your satisfaction, although provision of the testimonial is not obligatory.
- 8.6. We reserve the right to refer to this project and your business name, and to use your logo and content for promotional or educational purposes.

## 9. TERMINATION

- 9.1. You may terminate the job at any time via email.
- 9.2. If you terminate a job once work has commenced for any reason, I reserve the right to invoice for the entire project fee. If you cancel after confirmation but prior to work commencing, I reserve the right to charge a fee of 25% of the project quote.
- 9.3. If you terminate the job once work has commenced, you will need to pay for all work completed up to the end of the current stage in progress, or 25% of the total project fee, whichever is greater.
- 9.4. We may terminate the job at any time via email, and will hand over work completed to that stage.
- 9.5. If we terminate the job, we will invoice for the total stage in progress at the minimum estimated fee.

## 10. RISK

- 10.1. We are not responsible for any delivery delay if the delay or failure to supply is caused by matters beyond reasonable control including, without limitation:
  - Acts of God
  - Power failure
  - Equipment failure

## 11. COPYRIGHT

- 1.1. You gain full copyright and intellectual property rights for any work delivered by us when you complete the final payment.
- 1.2. Until final payment is received, we retain the intellectual property rights for all work delivered.

## 12. CLAIMS AND LIABILITIES

- 12.1. We endeavour to ensure that our work doesn't infringe on any copyright or other right of a third party. It is your responsibility to ensure that information supplied is correct and does not infringe on the copyright of others.
- 12.2. We **are not liable in any way** for any direct, indirect, incidental, special or consequential losses or damages resulting from use of services including but not limited to: loss of data and other intangibles; costs or damages resulting from or related to any services purchased

or obtained, or resulting from unauthorised access to, or alteration of your transmissions or data.

- 12.3. You agree to indemnify and to hold us harmless against any and all claims, costs, and expenses, including solicitors' fees, due to materials included in any work undertaken at your request.
- 12.4. All materials provided by you are assumed to be legal and accurate.
- 12.5. You are responsible for checking the factual accuracy of the content for this project.
- 12.6. We work hard to ensure our work is free from errors, but we don't offer an error-free guarantee. You are responsible for final approval.
- 12.7. We take no responsibility for the material and how it is used once you have approved the final draft.
- 12.8. If you wish to make a claim about incorrect performance or breach of these Terms and Conditions, you must send it in writing to us within **six months of delivery**.
- 12.9. Any imposed liability shall be limited to resupply of information or services.

### **13. ENTIRE AGREEMENT**

These Terms and Conditions constitute the entire agreement and understanding of the parties, and supersede any previous agreement between the parties. A waiver of a breach of any of the provisions of this Agreement shall not be construed as a continuing waiver of other breaches of the same or other provisions.

These Terms and Conditions shall be governed by Australian law, and the parties hereby agree to submit themselves to the exclusive jurisdiction of Australian Courts.