

Olivia Dunn t/a Profound Messaging, Positioning & Copywriting Terms and Conditions of Service

Introduction

I pride myself on being helpful and flexible, but it's a good idea for us to have an agreement on paper so we all know what to expect. I believe agreements like this should be easy to understand, so I've made sure this one uses clear language.

Having said that, if anything is unclear, please ask and I will be happy to clarify.

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 agreed.

As the supplier, I agree:

- I have the experience and ability to deliver 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.

The service I provide to you

I will provide copywriting and/or brand identity services to you based on the brief that I will agree with you. I will help you develop this brief so you are clear on what you will get.

I will deliver the copy in an MS Word or Google Docs document, unless otherwise stated.

I take great pride in my work, and always welcome your feedback.

Changes and revisions

Changes and revisions are often part of the process. This agreement therefore includes:

- Initial delivery of a complete copy document.
- Up to two reasonable rounds of amends, if required.

Any further revisions will be charged at an hourly rate agreed with you in advance.

Unless we agree otherwise, I allow 3 working days for feedback, reasonable amends and revisions, beyond which point I will assume that none are required and invoice accordingly. If my rates change I will give you written notice 30 days beforehand.

This only applies up to the point where you sign off my work, print/publish it or begin using it on your website. Beyond sign-off, any further amends/revisions will incur additional charge.

I'm also happy to check the final proof before you go to print/go live. I offer this free of charge and encourage you to take me up on it. Mistakes can happen when the copy gets transferred into a design, and this can incur extra costs - e.g., reprinting.

Scope creep

I will ask for a project brief from you which I can help you draw up. This includes information such as your target audience, the project description, your key messages, tone of voice and house style. Make sure you are completely happy with this. Once the brief is agreed, any edits or rework must take place within the scope of what's described there.

The reason for this is that changing the brief 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.

The main circumstances in which this situation is likely to occur are if you:

- Decide to redesign the structure of your website or the layout of the pages themselves. For instance, changing the site map or adding extra pages.
- Substantially alter the positioning, features or selling points of the products or services the text describes.

It is best for both of us if I don't start work until these items have been agreed.

Errors and Omissions

I make every effort to ensure that each project is proofread, grammatically accurate and factually referenced where applicable. However, I cannot guarantee that every project is completely free from typographical, grammatical or factual errors. I'll correct any errors free of charge, but cannot be held liable for any incurred costs as a result.

Copyright

When I have received full and final payment, copyright of the work I produce is automatically assigned to you. You can then use the work however you wish.

However, until final payment is received, copyright of the work remains with me.

I reserve the right to display and link to your completed project as part of my online portfolio, unless you specifically object. (The link may help your search engine ranking, so there's something in this for you too.) I'll always check with you first.

Deadlines

Together we will agree a start date, and a completion date. I will only commit to a deadline that I know I can deliver on. I believe in hitting deadlines, but can only do this with your help. I can't be responsible for a missed deadline if you have been late with a payment, are slow to supply information or don't provide feedback to our 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.

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

For smaller projects, I will invoice upfront and ask for payment to be made before work begins. For larger projects, I'll invoice 50% upfront to be able to start the work, and then a final 50% on completion. For ongoing work I will invoice every month, but I may ask for a deposit. We can discuss a payment schedule in the kick-off call and I'll always try to be as flexible as possible. I'm always happy to chat about retainers, too.

Invoices will be delivered via Xero, and payment terms are 14 days from the date of the invoice, unless I have agreed something different with you.

I'm a sole trader with a family to support, and cash flow can make or break things for me. I reserve the right to add 15% if payment is not forthcoming after these 14 days are up.

I accept BACS payments but not cheques.

My fees are non-refundable, even if you subsequently decide not to use the work I create for you.

Expenses

Most of the work I carry out is fully remote, so my expenses are minimal. There may be rare occasions when I am required to meet face-to-face, and I will charge for travel/subsistence costs incurred. This will always be discussed and agreed with you in advance.

Confidentiality

I'm always happy to sign a Non-Disclosure Agreement (NDA) if necessary. Regardless of any agreement, I treat client confidentiality with the utmost respect at all times.

AI-Assisted Analysis

I never use AI to think or write, but I do use artificial intelligence tools (including paid/professional third-party services such as ChatGPT, Claude, Google Gemini, Otter, Notion AI, transcription tools, and survey analysis tools) ("AI Tools") to support my work. This may

include using AI Tools to summarise, analyse, organise, synthesise, and extract insights from relevant information.

This can include materials you provide (including documents, reports, communications, and existing research) and new research conducted as part of my work, including interview notes, transcripts, survey results, workshop outputs, and other findings gathered from your customers, employees, or stakeholders.

I use AI Tools only under secure and confidentiality-oriented settings and will share only the minimum information reasonably necessary for the relevant task.

I will not knowingly use your materials or research outputs in a way that allows an AI provider to train or improve its models, where the AI Tool provides controls or contractual commitments to prevent this.

Data retention

AI Tool providers may retain submitted data for a period (which varies by provider and plan type) even where training is disabled. I will use business or professional plan tiers where available, as these typically offer stronger contractual data protections, and will inform you on request of the retention policies applicable to the AI Tools in use.

Client instructions

I redact anything sensitive by default, but if you want certain information excluded from AI processing (for example, especially sensitive commercial information), please let me know ASAP in writing, and I will be happy to comply with reasonable restrictions.

Cancelling a project

I understand that sometimes things change. If you wish to cancel a project, let me know as soon as possible. I will require you to make a payment to cover any work already done. This fee will be based on the percentage of the project completed.

It is your obligation to maintain communication throughout the duration of the project. Should you fail to maintain communication with regard to a project for more than 21 days, I'll halt progress until you make contact again. I will let you know via an email address that I have successfully communicated with before. 3 days will be allowed for the last email to be responded to, after which I will issue an invoice for any unpaid work done.

Legal stuff

I work with good intent at all times. 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.

Anything you tell me about your business that is commercially sensitive will be kept confidential.

PROFOUND

MESSAGING | POSITIONING | COPYWRITING

However, I'm not a legal expert and 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. I recommend that you use a legal expert to review any content I produce for you to ensure you are operating legally.

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 our 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.

That's the formalities over with, but if you have any questions please email olivia@beprofound.co.uk. By accepting my quote in writing/via email you are agreeing to these Terms and Conditions of Service. I'm really looking forward to working with you.