

## General

When you engage EdEn Writing to perform work in an independent contractor capacity, you will be required to accept the EdEn Writing Terms & Conditions. Rates will be confirmed in writing before work commences.

Agreement between Edwina Engelmann, owner /operator of EdEn Writing (hereinafter referred to as “EdEn Writing”), and You, the authorized representative of “the Client”, hereinafter referred to as “the Client”, for work commencing in the capacity of Web Content Management, Online-Marketing and Public Relation.

## Rates

The **agreed rate** for work carried out during or outside business hours will be negotiated between The Client & EdEn Writing before work commences. The agreed rate is to remain confidential between The Client and EdEn Writing. EdEn Writing reserves the right to change this rate periodically. The Client will be informed in writing should this rate be changed during the term of this agreement.

Where a client prefers to engage EdEn Writing at a fixed **daily Rate**, EdEn Writing will negotiate with the client to an agreed rate which is to remain confidential between the Client and EdEn Writing. EdEn Writing reserves the right to change this rate periodically. The Client will be informed in writing should this rate be changed during the term of this agreement. Overtime agreements will be decided during the negotiation process. The Client will receive an adjusted work agreement indicative of these changes.

## Payment

EdEn Writing invoices after the project has been conducted. Payment by the Client is required within 14 (fourteen) days of receipt of invoice from EdEn Writing. EdEn Writing accepts payment by PayPal and bank transfer. The bank account details and PayPal Account will be made available to you when the invoice is sent.

## Confidentiality

EdEn Writing agrees not to misuse or disclose any confidential information that may be made available by the Client.

## Client Responsibilities

EdEn Writing is under the responsibility of the Client from the time of reporting for duties, and throughout the booking. All reasonable care will be taken to ensure work is completed to the highest achievable standard however EdEn Writing will not be held liable for loss, expense or damage caused by any act or omission that occurs throughout the duration of the booking.

## Artwork, Approval, Errors and Omissions

EdEn Writing will take all reasonable care to check proofs carefully for accuracy in all respects, ranging from spelling, format and design. However, it is considered the responsibility of the Client to check all artwork carefully before final sign off and publishing. As a result, EdEn Writing is not liable for loss, expense or damage caused by any act or omission.

## **Nature of Copy**

The Client agrees to exercise due diligence in its direction to EdEn Writing regarding the preparation of materials and must be able to substantiate all claims and representations. The Client is responsible for all trademark, service mark, copyright and patent infringement clearances.

The Client is also responsible for arranging, prior to publication, any necessary legal clearance of materials EdEn Writing prepares. EdEn Writing will not be held liable for any legal infringements as a result of artwork being distributed or published under the direction of the Client.

## **Copyright**

Client will own the copyright for all material created under this agreement, and contractor can showcase sample works from this project as portfolio pieces only with consent and approval from client. If invoices remain unpaid, copyright violations will be filed.

## **Liability**

EdEn Writing makes every effort to maintain the highest possible work standards, however, cannot accept responsibility for any loss, expense or liability of any kind incurred whilst preparing work for The Client in an independent capacity. To the extent permitted by law, EdEn Writing shall not be liable to the Client or to any third party for any loss or damage arising directly or indirectly in connection with the provision of services. The Client will indemnify and holds harmless the Consultant from and against any claims, costs, expenses, negligence, actions or suits suffered, sustained or incurred by the Client or any third party. This includes, without limitation, interruptions caused by acts of Nature, or any other circumstances beyond reasonable control, any lost profits, business interruption, loss of data or otherwise, even if expressly advised of the possibility of such damages.

## **Cancellation / Termination of Agreement**

Should the Client wish to cancel/terminate the agreement and discontinue any work in progress, the Client must notify EdEn Writing immediately of this intention. Hours worked to that point will be invoiced. In the case of cancellation/termination, outstanding invoices are required to be paid within 14 (fourteen) days of the invoice issue date. The Minimum Daily Charge will apply if cancellation occurs within 24 hours of the booking.

## **Variation in Terms**

These terms can only be varied, amended or altered by written agreement between EdEn Writing and the Client.

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