

Writesphere Ltd's Terms of Trade

Writesphere ("we", "us") are independent suppliers of public relations (PR) consultancy, PR & communication skills training, copywriting and proofreading services.

1. Parties' responsibilities

The client:

You warrant that you have the authority to enter into a contract with us, for yourself or your organisation. You will conduct open and honest dialogue with us, and provide all materials necessary for us to provide our services and advice, and for each project to be completed professionally. You have the right to terminate a contract at any time. Fair and reasonable notice must be given in writing, and payments must be up to date, agreed and settled.

Writesphere:

We promise to always act in your best interests. Our services are provided in good faith, and to high professional and ethical standards. While we will use our best efforts to check our work, we do not guarantee that all written material will be free from factual and typographical errors. We reserve the right to terminate a contract at any time. Notice will be given in writing.

2. Quotes

If we are required to provide a quote, this will be valid for 20 working days. All prices quoted are exclusive of GST. Where we have not provided you a quote, our hourly rate is \$125 plus GST per hour. If we incur any third party expenses, we will pass those costs on to you at cost.

3. Payment

For project work: we shall invoice you upon acceptance of your quote. 50% of the invoice total is due prior to project commencement, with the remaining 50% to be paid within 10 working days of project completion. For retained clients: we shall invoice you at the end of each month. Payment is due within 10 working days of our invoice.

If an invoice is not paid on time, we reserve the right to charge 15% per annum (compounding monthly). If we have to instruct our solicitor and/or collection agency to recover a debt, these fees will be payable in addition to any outstanding amount owed to us.

4. Credit Checking

You authorise Writesphere to pass personal information to Credit Reporting Agencies for the purpose of credit checking or in the event that you default on your payment obligations to us. This information will be used by Credit Reporting Agencies to update and maintain credit information files and will be accessed by the customers of the credit reporting database.

5. Confidentiality

We shall maintain the confidentiality and privacy of your and your clients' information. No publicity materials (text and images) will ever be issued to the press, posted online, or otherwise distributed by us without your prior written consent and, where appropriate, the written consent of your customer /supplier /partner. Unless required by law we shall not disclose information about you or your company, without your prior written consent.

6. Liability

Re: copywriting & proofreading: you will review our work and provide sign-off in a timely manner, in order to meet the relevant deadline/s.

You accept that it is your responsibility to implement advice provided by us. We do not guarantee that implementing our advice will have a favourable result for you, as there may be many factors outside our control that affect the outcome for your business. We shall have no liability for the consequences of your use of, or any inability to use, materials produced by us or knowledge gained from our services. Our liability to you shall be limited to the total amount paid by you for our services during the most recent 12-month period.

7. Termination of services

You have the right to terminate our working agreement at any time. Fair and reasonable notice must be given in writing. Payments must be up to date, agreed and settled.

We reserve the right to terminate our working agreement at any time. Notice will be given in writing.