

JULIE WUTHNOW TERMS OF BUSINESS

These are the terms of business upon which Julie Wuthnow will provide copywriting and web consultancy services.

These terms of business supersede all prior discussions and shall be binding on each party and their successors and assigns. Acceptance of services provided by Julie Wuthnow will deem to be acceptance of these terms of business. Julie Wuthnow reserves the right to update these terms of business from time to time and you will be notified of any changes prior to completion of the project.

Fees

Julie Wuthnow will provide you with a quote of her fees, including a time frame for the project once she has received all relevant information. The quote will remain valid for a period of 30 days. If you ask Julie Wuthnow to proceed after receipt of the quote, this will be deemed to be acceptance of the quote and these terms of business. Julie Wuthnow will endeavour to complete the project within the timeframe quoted, subject to you supplying Julie Wuthnow with all information requested by her. The quote will indicate the number of changes you may make to the project without further charge, but any changes in excess of the quoted number will be charged at an hourly rate of \$100.00.

The quote will specify any other charges or disbursements payable to complete the project, such as web design, graphic design, printing, advertising, database, or letterbox drop. These further charges will be payable by you in full prior to Julie Wuthnow engaging such subcontractor or supplier. Where such subcontractor or supplier is engaged, Julie Wuthnow is acting as your agent. It is your responsibility to assess the suitability of such subcontractor or supplier for your project and Julie Wuthnow makes no warranty as to their products or services or their suitability for your project. Julie Wuthnow has no liability for any loss or damage arising from any subcontracted services or products.

Any charges which are incurred after the quote has been given and once the project has commenced will be on-charged to you subject to your prior written approval being given.

Rates and payment terms for jobs contracted on an hourly basis will be negotiated between Julie Wuthnow and individual clients.

Terms of Payment

A deposit of 30% (New Zealand) or 50% (all other countries) of the quoted amount is payable before the project commences. The balance will be payable by you in full within 15 days of the date of the invoice. Where a project may take longer than one month to complete, Julie Wuthnow reserves the right to render invoices for progress payments on a monthly basis.

Payment of all invoices can be made to the bank account of Julie Wuthnow at BankDirect, 12-3220-0084801-04 (New Zealand) or via Paypal or electronic payment (all other countries).

All work produced by Julie Wuthnow will remain her property until payment of all invoices relating to the project have been paid in full, whereupon the work will become your property, including any electronic files.

Julie Wuthnow reserves the right to suspend work on a project where an invoice is overdue or where a subcontractor or supplier has not been duly paid. You will be responsible for any costs incurred by Julie Wuthnow in recovering overdue invoices, including debt collection and legal fees and administration charges. Additionally, Julie Wuthnow reserves the right to charge penalty interest at the rate of 15% pa from the due date of the invoice until the date payment is received.

Proofing

Julie Wuthnow will provide error-free copy and will proof-read the project throughout the process. However it is your responsibility to review all material prior to production. Julie Wuthnow will not be liable for any costs or losses arising out of any error in copy, whether edited or not. Your written approval will be required on all work prior to production.

Copyright

You warrant that any images or photographs supplied by you to Julie Wuthnow for the project are yours and that there are no copyright issues relating to them and / or that you are providing them to Julie Wuthnow with the permission of the originator of the images. You will indemnify Julie Wuthnow against any loss or costs she may incur should any copyright issues arise as a result of the use of the images. All images or photographs supplied by Julie Wuthnow are acknowledged to be hers and copyright in the same is retained by her.

Liability

Julie Wuthnow will not be liable for any indirect or consequential loss including but not limited to, loss of profits or any claim made against you by a third party, arising out of the project. Julie Wuthnow will not be liable to you for any loss or damage arising directly or indirectly out of or in connection with any delay in delivery of the project or failure to perform her obligations under these terms of business where such delay has occurred due to a cause beyond her control including, but not limited to natural disaster, armed conflict, labour dispute, civil commotion, intervention of government, inability to obtain labour, materials or manufacturing facilities, breakdown or malfunction of machinery or equipment, outages in telecommunications, radio communications or power networks, theft, accidents, illness, bankruptcy or liquidation of a supplier, interruptions of or delay in transportation or any act or omission of any third party. You agree to indemnify Julie Wuthnow from and against any and all claims, losses, liabilities, or expenses relating to or arising out of the services provided by Julie Wuthnow under these terms of business, including claims made by third parties relating to any false advertising claims, liability claims for products or services sold by you, claims for patent, copyright or trademark infringement, claims due to destruction to malfunction of services provided hereunder or for any content submitted by you for production. Should Julie Wuthnow be found liable to you then her liability for any single event or series of related events is limited to the amount of the invoices she has rendered to you in relation to the project.

Confidentiality

Julie Wuthnow will not at any time use or disclose any information relating to you or any confidential information she has received from you. Julie Wuthnow will take all reasonable steps to protect any sensitive information and trade secrets provided by you.

Intellectual Property Rights

Upon payment in full of all invoices owing to Julie Wuthnow, intellectual property rights in the work will transfer to you subject to Julie Wuthnow retaining the right to subsequently use the work as samples on her website, in other promotional material, or as otherwise agreed with you.

Personal Information

Any personal information about you obtained by Julie Wuthnow may be used by her to carry out any work which you have asked her to do where subcontractors or third parties require this information and to administer and maintain your account and to communicate with you for any purpose.

Termination of Services & Dispute Resolution

Julie Wuthnow will attempt to resolve any conflicts or disputes in a professional and courteous manner. Julie Wuthnow reserves the right to terminate the provision of services under these terms of business should you go into liquidation or bankruptcy, or if you fail to meet any obligation set out in these terms of business.

Governing Law

These terms of business shall be governed by and interpreted according to the laws of New Zealand and each party irrevocably submits itself to the exclusive jurisdiction of the New Zealand courts in respect of any proceedings arising out of or in relation to these terms of business.