Definitions

The Client means the person or company that has formally entered into the agreement. (That's you)

Marie Alafaci refers to the business entity trading as Marie Alafaci, ABN 69 786 991 551. (That's me)

Quotations means a formal proposal document or price estimates provided over the phone or via an online call or email.

Approved copywriting brief means the materials from which the work is to be based upon, subject to the approval of the Client.

Urgent work means finalised copywriting work needed within 7 days.

Larger projects mean projects requiring more than 25 hours work.

These terms and conditions are governed by the laws of Victoria, Australia. Any disputes arising from this agreement shall be subject to the exclusive jurisdiction of the courts of that jurisdiction.

Terms and Conditions

1. QUOTATIONS

1.1 Quotations are valid for 30 days from the submission date.

1.2 The copywriting fee will be confirmed on receipt of the approved copywriting brief from 'the Client', when most of the complexities of the project are known. If 'the Client' chooses not to proceed, the time spent on the copywriting brief (only) will be billed.

1.3 Any project estimates provided before 'the Client' approves the copywriting brief are not guarantees of delivery and should not be taken as such.

1.4 Unless specified, project quotations and proposals do not include additional meetings outside of the initial creative brief.
They also do not include onsite meetings, project management services or liaising with other agents such as graphic designers or web developers. If these elements are required, they will be itemised on invoices at the standard hourly rate.

2. APPROVALS

2.1 'The Client' is asked to nominate one primary contact to centralise all revisions and contact throughout the project.

2.2 Approval of the copywriting brief should be via email or will be assumed when 'the Client' sends an amended copywriting brief to Marie Alafaci.
Approval of the copywriting itself is via an online approval form or an approval email.

2.3 A set number of revisions are included in each quotation. If the project objectives and requirements change once the project has started, requiring

the scope of work to be significantly altered, Marie Alafaci reserves the right to charge for additional writing on a time and materials basis.

2.4 Revisions should be submitted within 14 days of each draft being delivered. If revisions are not received, approval of the copywriting will be assumed, and the project finalised as per 2.2.

2.5 Proofreading will be completed once approval for the copywriting has been submitted or on *version three* of the copywriting.

2.6 If more than 30 days pass without feedback, content, or project progress from 'the Client', the project will be considered dormant. A $550 restart fee will apply to resume the project, which covers the time needed to reacquaint with the work and reschedule delivery. If the project scope has changed during the pause, a revised quote may also be required.

2.7 Any requests that fall outside the original scope of work, including new deliverables, major rewrites, or extra meetings, will be considered additional work and charged accordingly at the standard hourly rate.

2.8 These terms and conditions are implicitly agreed to on acceptance of the copywriting quote provided and the instruction to proceed.

3. PAYMENT

3.1 A commencement fee of 50% of the total quoted amount is required on acceptance of the copywriting brief by 'the Client'.

3.2 The commencement fee will be deducted from the remainder (50%) due 14 days after the second draft is delivered. All revisions will be finalised as per our agreement.

3.3 For large projects, the 50% remainder may be split into two further payments: 30% of the total quoted amount to be paid with the first version of the copywriting and the remaining payment amount (of 20%) to be paid within 14 days of receipt of the final draft by 'the Client'.

3.4 Payment may be made by direct deposit or via the payment portal on the mariealafaci.com.au website.

3.5 Unless prior arrangements are made, payments not received within the specified payment terms will attract a late fee charge of $25.

3.6 If payment defaults, Marie Alafaci may list 'the Client' with the appropriate debt collection and credit reporting agencies.

3.7 Urgent work will incur a 25% surcharge to cover the administration required to reschedule other work and prioritise delivery.

3.8 Any costs that are additional to the services ordered (including couriers, other media and travel costs) are in addition to the amount quoted and shall be charged to 'the Client' as required. These costs will be itemised separately in the invoice.

3.9 'The Client' may terminate the job at any time. In this instance, Marie Alafaci shall invoice for the time spent and work completed to date.

4. WORK PRACTICES AND CREATIVE PROCESS

4.1 All project-related communication will occur via email unless otherwise agreed. Response times are typically within 1–2 business days (Monday–Friday), excluding holidays.

4.2 Marie Alafaci may use online project management, content sharing, or approval tools (e.g. Google Docs, ClickUp, Loom) to support delivery. No third-party platform will be used to store sensitive client data without consent.

4.3 Marie Alafaci may assign parts of the project to subcontractors to ensure timely delivery. All subcontractors work to Marie Alafaci's quality standards and style. 'The Client' will not have direct contact with any subcontractor without prior written permission.

4.4 Marie Alafaci may showcase the final version of the work as part of an ongoing portfolio to demonstrate skills and experience. This may include screenshots, excerpts, or links to the published work. Testimonials and project results may be used in marketing materials including the mariealafaci.com.au website, social media and presentations. If 'the Client' would prefer not to be included in the portfolio or referenced in marketing, they must notify Marie Alafaci in writing.

4.5 To support efficiency and idea development, Marie Alafaci may use AI-assisted tools during the research or drafting process. All copy is professionally reviewed, refined and edited to meet the high standards of Marie Alafaci. Final responsibility for originality, tone and accuracy rests with Marie Alafaci.

5. RETENTION OF TITLE

5.1 Once full payment is received, copyright ownership transfers to 'the Client' unless otherwise agreed in writing.

6. CONFIDENTIALITY AND DATA SECURITY

6.1 Marie Alafaci agrees to treat all information, materials and business details shared by 'the Client' as strictly confidential. Nothing will be disclosed or reused outside the scope of the project without written permission from 'the Client'.

6.2 If the project involves access to sensitive information or personal data (such as customer lists, login credentials, or user-submitted content), Marie Alafaci will take reasonable steps to store and handle that data securely and in accordance with applicable privacy laws.

7. LIABILITY, RELEASE AND INDEMNITY

7.1 All materials provided by 'the Client' are assumed to be legal, accurate and owned or properly licensed by 'the Client'.

7.2 Marie Alafaci is not liable for any consequences arising from the use of copy after final approval has been given by 'the Client'.

7.3 'The Client' agrees to indemnify and to hold Marie Alafaci harmless against any and all claims, costs, or expenses (including solicitor fees) arising from materials provided by 'the Client' or included in the work at their request.

7.4 Any concerns or claims regarding performance or a breach of these terms must be submitted to Marie Alafaci in writing within seven days of delivery.

7.5 While every effort is made to produce effective, high-quality copy, Marie Alafaci cannot guarantee specific results or outcomes. Many factors such as marketing strategy, audience behaviour and implementation contribute to overall performance. Likewise, due to the complex and ever-changing nature of search engine algorithms, no guarantees can be made regarding improved rankings from optimised copywriting.

7.6 Marie Alafaci accepts no responsibility or liability for any actions taken by 'the Client' that may result in their website being penalised or banned by any search engine.

7.7 Marie Alafaci is not liable for delays or inability to deliver services due to events beyond reasonable control, including but not limited to illness, natural disasters, internet outages, or government restrictions.

8. RETAINER AGREEMENTS

8.1 Retainer agreements may be based on either a set number of hours per month or a defined scope of deliverables. The details of the retainer (including hours, scope and duration) will be agreed in writing before commencement.

8.2 If the retainer is based on a set number of hours, 'the Client' agrees to advise Marie Alafaci of the required work at least 14 days before the start of the billable month. If the retainer is based on a fixed scope of deliverables, all relevant materials and information must also be supplied at least 14 days in advance.

8.3 Retainer payments are due no later than seven (7) days before the start of each billable month. If payment is not received by this date, all work will be paused until payment is received and cleared. This may affect delivery timelines.

8.4 Unused hours or uncompleted deliverables do not roll over to future months unless explicitly agreed in writing. This ensures availability is reserved for each retainer period and maintains the workflow schedule.

8.5 Retainer agreements may be reviewed and adjusted by mutual agreement. Either party may cancel the retainer with 30 days' written notice.

8.6 If the retainer is cancelled, Marie Alafaci will invoice for any work completed and hours reserved or scheduled for the current billing cycle, whether used or not. Any advance payments for future billing periods (beyond the notice period) will be refunded, less any time or deliverables already prepared in advance.