

General Terms and Conditions 2021

SoundsWrite GmbH provides communications consulting, project management and realisation services including: message development, copywriting, ghost-writing, scriptwriting, translation, editing, creative direction, visual design, illustration, video production and animation services.

We work in accordance with Swiss laws (OR), common sense and fair play. But sometimes perceptions of fair play differ, which is why we ask our clients to read these **General Terms and Conditions.**

1. We work in a fast moving business environment. Therefore **a verbal or an email request** to begin working on an assignment **is considered a purchase order**. The terms of the contract governing that purchase order are given in this Terms and Conditions document.
2. Generally we charge by the hour, with a **minimum of one hour** of work. For studio production services, work is charged in **half-day units** with a minimum of half a day.
3. Invoices will be submitted after the job/project is completed.
4. The client must supply SoundsWrite with all the necessary information and materials at the time of placing the order or within a reasonable time frame as agreed: e.g. briefings, presentations, links and glossaries.
5. Job quotes are based on the **apparent scope** of the job or project. We reserve the **right to charge for the actual work required** to complete the job including time required for procurement of missing information or correction of problems caused by corrupt or sub-standard data files.
6. Once the client asks us to do a job, we mobilize resources and reserve time for that work. If the **client decides to cancel** a job after ordering, then we reserve the right to charge the full pro-rata amount for work done and 50% of remaining work on the purchase order. In this case, we will deliver the partially completed work but as the final quality control is always done at the end of a job, no assurances are given on the quality of cancelled orders.
7. Applicable copyright laws state that the copyright for designs, texts written or translations rests with the designer, author or translator even when being done as work to order. The client who orders that work pays for the work to be done and **receives the usage rights for the specified original purpose**. The client does not have the right to use it in an entirely new context, resell it or to change it without prior written approval from the author. Generally, SoundsWrite allows the client full and unlimited usage rights, but if a client cancels a job in order to work with another supplier, they must buy the copyright from SoundsWrite before they proceed to modify the completed or semi-completed work delivered by SoundsWrite.
8. Only SoundsWrite's General Terms and Conditions are applicable. We reserve the right to change these terms and conditions. The version available on our website at the time of ordering the job will govern the job.
9. The decision to use, print or publish work produced by SoundsWrite is made **entirely at the client's own risk**.
10. No liability will be accepted for damages or consequential damages of any kind arising from late delivery or use of texts or designs created by SoundsWrite, except in the case of wilful or gross negligence on the part of SoundsWrite.
11. The contract is formed under Swiss law. The jurisdiction is Tägerwilten, TG, Switzerland.