

# Platinum Research Writer Contract

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Last revised on 12/03/2014

## Explanatory Notes

We support the [Plain English Campaign](#). Since 1979, they have campaigned against *jargon* and *misleading public information*. They have helped many government departments and other official organisations with their documents, reports and publications. Like them, we also believe that everyone should have access to clear and concise information.

This contract has been recently revised in accordance with guidance from the Plain English Campaign, so that it is **easier to understand** and so that our **policies are clear**.

## Legally Binding

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Although we have attempted to produce this document in plain English, please understand that this is still a legally binding contract which gives you rights -- and gives us rights too!

Should you be in any doubt as to the nature of this contract or its contents, you should seek independent legal advice. We recommend the Citizen's Advice Bureau who can provide you with free legal guidance.

**Please read through this contract *carefully*. If you're happy to proceed on these terms, then please accept the project to make your agreement known to us.**

[\(The contract starts here...\)](#)

## Contract for Services

This contract is made between:

The Agent : Thoughtbridge Consulting LTD, Turner House, 9-10 Mill Lane, Alton, Hants, GU34 2QG. [\(that's us!\)](#)

and

The Principal [\(that's you!\)](#)

## Revision

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- We reserve the right to make changes to this contract from time to time if we need to.
- Amended versions of the contract will be emailed to you immediately.
- You'll be required to confirm that you agree with the changed version before you can do any more projects for us.
- We'll highlight any changes for you, so you don't have to read through the whole thing again.

## Subject Areas

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- You agree to choose which subject areas you want to write in, and to what level [\(e.g. Psychology 2.1, Law 1st class, etc\)](#)
- We'll consider requests from you to write in subject areas that are *different* from your qualifications where there is a reasonable *overlap* between the area you're qualified in and the area you've selected [\(for example, there's a reasonable overlap between business and marketing, so if you're qualified in business, we'll probably let you write marketing projects as well\)](#)
- All your requests will be considered by a Quality Coordinator or the Quality Manager, who will review them alongside your qualifications. Their decision is final.
- You confirm that all personal and career information, and all details of professional and academic qualifications supplied to us, are correct and accurate
- You undertake to inform us of any changes, however minor, regarding your professional and academic qualifications [\(in other words, tell us if you get better qualifications - we might be able to offer you more work!\)](#)

## Work Level

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### Guidance on your work level

When your application is complete, you'll be able to 'bid' (put yourself forward) for projects.

You may see a lot of projects you're interested in but you might be worried that if you bid on all of them, you could end up with too many projects.

To help you, we generally have a work level of 10,000 words per week.

*If we set your limit to 10,000 words, does that mean you have to do 10,000 words every week?* No! You put yourself forward for as few or as many projects as you want - as often as you like. If you bid (put yourself forward) for more than 10,000 words, we will only assign you projects up to 10,000 words. This allows you to bid for lots of projects and have a better chance of getting plenty of projects, without getting more than you can cope with.



- You agree to check your email regularly throughout the working week to check for new briefs. We reserve the right to ask more than one writer if they wish to complete a brief, and then delegate to the most suitable writer.
- You can request that we increase your maximum work level at any time. All your requests will be considered by a Quality Coordinator or the Quality Manager, who will review them alongside details of your past performance. Their decision is final.
- We reserve the right to restrict your work level with good reason - for example, if we think you are doing too much, and not delivering good quality projects.
- If we do accidentally allocate you more work than your work level permits, you agree to contact us within 24 hours to cancel the projects that you are unable to complete.

## Services and Payment

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- We agree to act as your Agent for the direct supply and sale of your services to clients under the terms in this contract
- You authorise us to set pricing and commission structures on your behalf, and enter into relationships with clients on your behalf through the marketing methods of our choice
- You authorise us to collect payment from clients on your behalf and forward these, minus commission and any relevant deductions per this contract, to you.
- We agree to make payment by Paypal or BACS. We can sometimes accommodate other methods of payment, however, if these are not convenient BACS is the best option for all involved.
- We keep an eye on your work invoice and produce this automatically for you at the end of each month.
- It is your responsibility to check your invoices carefully and bring any errors to our attention promptly.
- You agree to complete the projects you have been assigned, to the quality standard requested by the client, and by the deadline specified by the client
- You must complete projects yourself and cannot get a friend, partner, colleague etc to do them on your behalf.
- We undertake to protect and promote your interests so far as is practical, and to act dutifully and in good faith!

## Availability of Projects

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- We will endeavour to obtain suitable projects for you through our websites and by any other reasonable means.
- You understand that there is no guarantee that any project will be assigned to you.
- You understand that our business is highly seasonal.
  - The busiest times of year are usually November to May, and August
  - The quietest months of the year are usually June, July and September
- You agree that where you have bid for projects or completed projects within the past three months, you will check your email at least twice a day, morning and evening, for any messages, requests or delegations!
- We agree and acknowledge that you have no obligation to bid for projects **(in other words, you can bid for as little or as much work as you choose).**

## Self Employment

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- You undertake to register with the Inland Revenue (or equivalent, if you're outside of the UK) as a self employed person within three months (or whatever the statutory minimum may be) of entering into this contract with us.
- You understand that we are not partners or joint venturers, and we are not your employer, neither are you our employee.

## Policies

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### Guidance on our policies



Our policies are there to ensure the client gets what they pay for, and come back for more!

Our main policies are as follows. The completed project must:

- follow the Client's instructions
- be the correct length
- use all sources that the Client says are 'essential' (**don't bid for projects if you can't find these sources**)
- use the referencing style that the Client requests - or if not requested, use footnotes per our 'house style'
- include a bibliography (unless the customer specifically says not to)
- not mention your name and/or contact details anywhere
- include at least the number of quality sources we specify
- be thoroughly checked for spelling and grammatical errors
- meet the standard the Client ordered on first submission (**e.g 2.1, 1st class etc**)
- use any extra information provided by the Client
- be 100% original, custom written for the Client
- be named by the order number - e.g. AS98965

## Confidentiality

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- You agree not to make direct contact with clients. This includes, for example, speaking to them or sending them messages (including messages written on your projects).
- If a client attempts to contact you directly, you agree to let us know as soon as possible.
- You undertake to ensure that any information supplied by us will be kept confidential and handled in accordance with data protection law.
- Such information includes (amongst other things):
  - Any details of projects;
  - Details of our work practices and regulations;
  - All completed projects submitted to us by you.
- Such information may not be disclosed to any third party without our express permission.
- If you break any part of this confidentiality clause, we reserve the right to instantly terminate this contract without further notice.
- We undertake not to reveal any confidential information relating to you or your affairs to any third party without your consent, save as is necessary to execute our duties under this contract, or as required to do so by law.
- You understand and agree that if (as a result of you breaking this contract) you are liable to the Client for any monies, and these monies are outstanding for more than two months, then we will give your name and address to the Client if requested to do so, for the purpose of debt recovery. However, we undertake to give you ample notice of this possibility, and to take all reasonable measures to seek a resolution between you and the Client without disclosing your identity.

## Bidding

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- It is your sole responsibility to verify that you are qualified, experienced and capable of completing any project before you agree to write it.
- You agree that by agreeing to write a project, you are representing yourself to be qualified and competent in the main subject area of the project to *at least* the standard required by the Client.
- You agree that if you do bid for a project and it is later revealed that you are not suitably qualified or competent in that subject area, and the Client is dissatisfied with the project, the Client will be entitled to a refund of the fees they have paid and a rewrite by a competent expert. In such circumstances, we reserve the right to ask you to reimburse us the lost fees and any expenses that we have incurred.
- You agree that when you do bid for a project and we allocate it to you, this is a binding contract for services. You must therefore be sure that you can complete the project before you place your bid.
- You understand that if you withdraw from a project after it has been allocated to you, we may incur administrative costs and additional fees as a result of having to assign the project to another writer at short notice. We may lose the client and suffer negative publicity, damage to our general business reputation and a loss of future profits.
- Therefore, if you withdraw from a project, we reserve the right to charge you up to 250 GBP to cover our actual costs as outlined above, although we will not charge you anything if we do not incur any costs!

## Originality

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- You undertake that all projects completed by you will be completely custom and original.

- You agree that no project completed by you will include content that is copied, paraphrased, edited or summarised from any source.
- You agree that you will not rearrange any information from any website, book, journal, essay or any other source, either in whole or in part.
- In addition, you agree that the projects you complete will not contain material copied, paraphrased, edited, summarised or rearranged from any past projects that you have completed, including those submitted for a fee or otherwise to us, or to any other organisation, or that have been kept privately stored with or without submission to any other third party **(in other words, you won't use material you've created previously for some other purpose).**
- The only exception to this is that you may use quality academic source material that has been properly, academically referenced and is used in accordance with our policies.
- You agree that if it is not possible to complete a project in accordance with these requirements then you will not bid for that project.
- You understand that we will scan your completed projects using plagiarism-checking software, which scans against the Internet, all past papers, an extensive library of digital books, journals and articles.
- You agree that we may scan your completed projects against the Turnitin database although we undertake to ensure that your completed projects are not added to the Turnitin database as a result of our scans.
- You understand and agree that just because your completed projects have passed our plagiarism tests, does not mean your completed projects are guaranteed to be plagiarism-free. The Client may, for example, find plagiarism in your completed projects contained in books or subscription journals that we cannot detect.
- If plagiarism is detected in your completed projects you will not be paid a fee for the work.
- In addition, you may also incur liability to the Client under the terms of this contract.

## Use of Sources

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- You agree not to use Wikipedia, Answers.com or any other similar 'open source' or 'free to edit' works as a source for your project.
- You agree to use good quality, relevant academic sources which the Client could locate for themselves through a library or academic subscription.
- You agree that if the Client has difficulty locating a source that you used, to which you have a subscription, you will provide a copy of that source to the Client without further charge, providing it is reasonably practical to do so **(in other words, we wouldn't expect you to provide copies of books or excessively lengthy journals unless they could be readily stored in a portable format).**

## Expenses Incurred

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- You understand that the policies we set out for our writers in the help area relate to the guarantees we advertise to clients.
- For example, we guarantee that you will deliver the project on time or the Client will get a refund and the completed project for free. If another writer completes this, this fee will be charged to you (however, remember, we are nice and therefore if you give us notice, these sorts of things should not happen!)
- We also guarantee to clients that you will provide 100% original projects and this is supported by 100% money back guarantee.
- We guarantee to clients that you will provide the project to the standard they ordered the first time.
- These guarantees help us to charge premium fees on your behalf, and to secure more projects for you.
- You understand that where our policies are not followed carefully, we sometimes lose money. Typically, this results from:
  - Refunding part or all of the Client's money where they have not received the quality standard they ordered
  - Refunding all the Client's money where their project is delivered late, and commissioning a free rewrite for them
- More substantial losses can result from:
  - Failure of the Client to return to us to place future orders;
  - Negative publicity;
  - Damage to the general business reputation; and
  - Loss of future profits resulting from all of these.
- You agree to be directly responsible to the Client for any refunds, if they become payable.
- However, we undertake that we will:
  - consider all such cases sensitively, having regard to your working relationship with us, good or otherwise;
  - seek to reach an economically viable and fair solution that all parties are satisfied with; and
  - never seek to recover any loss from you that we have not actually incurred.
- In other words, we will treat you fairly and in good faith, and we will not seek to recover monies from you unless this relates to a sum we have actually lost -- for example as a result of refunding the Client in part or in full, through detection of plagiarism.

## Amendments

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- More often than not, where a completed project does not meet a client's requirements, they would like to have it amended. We offer clients a 7-14 day amendments period on your behalf. Clients can extend this up to 3 months by paying an additional fee, which is reflected in your fee.
- You agree that where the completed project is not to the standard the Client ordered, you may be requested to amend it outside of this amendments period without being paid an additional fee. For your peace of mind, we will not make any such requests after 3 months following the date of submission of the project.
- However, we undertake to restrict requests for amendments to the amendments period as far as possible, unless the request relates to a substantial issue - for example, the completed project disregards the Client's instructions in full or part, or is significantly below standard.

- You understand that as well as reserving the right to ask you to amend the completed project outside of the amendments period, we have reserved other rights in this contract - for example, to recover any losses we incur through having to refund the Client in part or in full.

## Proofing

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- We expect that you submit work to us in a standard that is ready for submission to the client. However, we are also aware that some of the best writers in the world have issues with spelling, punctuation and grammar. Perhaps English is not your first language and thus a proofread is required to amend mistakes and make sure that the work reads as well as it can, in correct English.
  - You agree that if your work requires regular proofing, you will allow us to deduct from your fee, £4 per 1000 words. You agree that our decision is final and if you feel that your work does not require proofing, this is directed in writing to the director, stating the reasons why your work does not need additional proofing.
  - You may 'request' proofing. This will mean that your proofing abilities WILL NOT be taken into account when assigning future work. This is particularly useful if you regularly find proofed work that is returned to you if rife with errors and mistakes.
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## Intellectual Property

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- You agree to give up all rights you have to the completed projects you submit to us.
- You agree to never publish, resell, or otherwise redistribute any completed project that has been submitted and/or sold through us.
- We reserve all rights of ownership including the right to reproduce, distribute, store, alter and resell the completed projects in any way or form.
- However, we undertake never to pass or sell the copyright in the completed project to the Client or to anyone who we know or suspect will use the completed project for academic or other dishonesty.

## Ethics

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- We agree to maintain a strict 'fair use' policy at all times. This policy includes that:
  - Clients purchasing a custom model answer through us must use this as a guide to help them to produce their own project.
  - Clients must not hand in the custom model answer that they purchase through us as if it were their own project.
  - If we know or suspect that a client will misuse the project they are ordering, we will endeavour to educate them on fair use.
  - If we still suspect that they will misuse the project they are ordering, we will not deal with them further.
  - We will never supply the copyright for any projects we commission for our clients.
- You acknowledge and agree to this policy, and you undertake to uphold it at all times. This includes not presenting your completed project in such a way that might encourage the client to submit it as their own (for example, by entering a placeholder for the client's name on a title page).

## Data Backup and Storage

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- You agree that you have full and sole responsibility for the backing up of all data pertaining to projects you complete for us.
- You agree to carry out regular backups, at least once per hour, of such data - both on your computer system itself and on an external data storage device of your choosing (a memory stick, for example).
- You agree to bear full risk for the loss of any data and agree that data loss is not an adequate reason for not submitting a project, or for submitting a completed project late.
- You agree to take full and sole responsibility for the safety of all data relating to projects and to take adequate security measures to keep such data safe from any factors of risk, including but not limited to unauthorised access, theft, and destruction.

## Lengthy Projects

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- We class 'lengthy projects' as those of 10,000 words or more
- If you are selected to complete a lengthy project, we may ask you to provide a 500 word sample of your answer, or a 500 word synopsis of how you would complete the project, for the Client.
- You will not be paid an additional fee for providing this sample/synopsis, although you should treat this like a tender for high value work - if you do a good job of the sample/synopsis, it is highly likely the Client will go on to place the order.
- For lengthy projects, you may be required to deliver the work in instalments. This may not be mentioned on the project specification.
- If the Client requires instalments, we will set delivery dates with you for these.
- There is no additional fee payable by the Client for the instalment service.

## Termination

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- We reserve the right to terminate this contract without notice if:
  - Your completed projects are of insufficient standard; or
  - You do not deliver your projects on time; or
  - A project you have completed contains plagiarism.
- You may terminate this contract at any time in writing subject to the following:
  - Any projects that have been assigned to you must be submitted;
  - If you have completed projects in the three months prior to termination, you may be required to carry out amendments to those projects (as explained elsewhere in this contract).
- Both parties also agree that this contract will terminate automatically if either party ceases to be able to pay its debts in the ordinary course of its business, enters into an arrangement with its creditors, goes into liquidation either compulsory or voluntary, a receiver is appointed in respect of all or any of its assets or it is declared bankrupt -- or an equivalent event occurs in any other jurisdiction and affects the other party.
- If this contract does terminate, subject to anything we have agreed in this contract to the contrary, both parties agree to fulfil all outstanding contractual obligations including the completion of outstanding projects or amendments and the payment of outstanding fees minus outstanding penalties.

## Final (Legal) Bits....

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- The provisions of the Commercial Agents Regulations shall apply to this contract as if we carry on our activities in Great Britain, save as lawfully varied by the provisions of this contract.
- This contract shall be governed by and construed in accordance with the law of England and Wales and both parties hereby submit to the exclusive jurisdiction of the courts of England and Wales.
- You agree that any legal dispute will be settled in the locality of a Court of our choosing, and you unequivocally waive all rights to any choice of locality of court you may have.
- The headings to clauses contained in this contract are inserted for convenience only and they do not form part of or affect the interpretation of this contract.
- The failure by a party to enforce any provision of this contract shall not be treated as a waiver of that provision, nor shall it affect the right of that party subsequently to enforce that provision.
- If any provision of this contract is prohibited by law or judged by a court to be unlawful, void or unenforceable, the provision shall, to the extent required, be severed from this contract and rendered ineffective as far as possible without modifying the remaining provisions of the contract, and shall not in any way affect any other circumstances of or the validity or enforcement of this contract.

## Happy to proceed on these terms? Great!

**You may use/continue to accept and take on projects. By bidding on projects you are demonstrating that you accept these terms. If you're not happy to proceed on these terms, please don't accept any projects.**

Don't forget, once completed this is a binding contract. Not sure about anything? You could ask us for help initially - or seek independent legal help - for example, from the Citizen's Advice Bureau. But please don't bid on any work in the meantime.