

Terms and **CONDITIONS**

Table of Contents

1. Introduction and Acceptance of Terms.....	2
2. Business Details and Operating Hours.....	2
2.1 Business Information.....	2
2.2 Operating Hours and Response Times.....	2
3. Scope of Services.....	2
4. Engagement and Instructions.....	3
4.1 Client Responsibilities and Information Accuracy.....	3
4.2 Omissions and Client-Provided Information.....	3
5. Fees, Payment, and Pro-Forma Basis.....	4
5.1 Pro-Forma Payment Requirement.....	4
5.2 Money on Account and Non-Refundable Credit.....	4
5.3 Discretionary Compensation.....	4
6. Revisions and Change Orders.....	4
6.1 Revisions.....	4
6.2 Change Orders and Additional Charges.....	5
7. Use of AI-Assisted Tools.....	5
7.1 AI-Assisted Writing and Review.....	5
7.2 Data Protection and Anonymisation.....	5
8. Intellectual Property Rights.....	5
9. Confidentiality and Non-Disclosure Agreements.....	6
10. Assignment and Subcontracting.....	6
11. Limitation of Liability.....	6
11.1 Professional Judgement and Use of Documents.....	6
11.2 Health and Safety and Commercial Use Disclaimer.....	7
12. No Guarantee of Outcomes.....	7
13. Complaints Handling.....	7
14. Termination of Engagement.....	8
15. Force Majeure.....	8
16. Third-Party Materials and External Information.....	8
17. Entire Agreement.....	8
18. Governing Law and Jurisdiction.....	9
19. Changes to These Terms and Conditions.....	9
20. Contact Details.....	9

Terms and CONDITIONS

1. Introduction and Acceptance of Terms

These Terms and Conditions set out the basis on which JM Technical Writing provides professional services to its clients. They apply to all engagements, communications, and work undertaken by JM Technical Writing, whether instructions are provided through the website, by email, or by any other means.

By engaging JM Technical Writing, submitting instructions, or making payment for services, the client confirms that they have read, understood, and agreed to be bound by these Terms and Conditions. Where a client is acting on behalf of an organisation, the individual giving instructions confirms that they have the authority to bind that organisation to these Terms and Conditions.

These Terms and Conditions should be read alongside the Privacy Policy and Cookie Policy, which govern the handling of personal data and the use of cookies in connection with the business.

2. Business Details and Operating Hours

2.1 Business Information

JM Technical Writing is a UK-based professional services business providing technical writing, documentation, and business support services. All services are delivered remotely unless otherwise agreed in writing. Unless expressly stated otherwise, JM Technical Writing operates as an independent service provider and does not act as an employee, agent, or representative of any client.

2.2 Operating Hours and Response Times

JM Technical Writing's standard operating hours are **09:00 to 17:00 (GMT), Monday to Friday**, excluding UK public holidays.

While responses may occasionally be provided outside these hours, clients and prospective clients should not expect immediate replies to communications received outside normal operating hours. Any delay in response outside of these times shall not be considered a failure to perform services or a breach of these Terms and Conditions.

3. Scope of Services

JM Technical Writing provides professional technical writing, documentation, and business support services as agreed with the client on a case-by-case basis. The scope of services for each engagement is defined by the instructions provided by the client, any written proposals or quotations issued, and any subsequent written confirmations agreed between the parties.

Terms and **CONDITIONS**

Services are limited to the preparation and refinement of written materials and related documentation in line with the agreed scope. JM Technical Writing does not provide legal advice, regulatory approvals, or professional certifications, and clients remain responsible for the implementation, use, and interpretation of any documents produced.

Revisions are provided to refine the agreed work to the required standard and to ensure alignment with the original instructions and scope. Revisions are unlimited, provided they relate solely to the originally agreed requirements and do not introduce new material, objectives, or deliverables.

Any request that falls outside the original scope, introduces new requirements, or materially alters the agreed deliverables will be treated as a change order. Change orders may be subject to additional charges and revised timelines, which will be communicated to the client before any additional work is undertaken.

4. Engagement and Instructions

4.1 Client Responsibilities and Information Accuracy

Clients are responsible for providing clear, complete, and accurate instructions at the outset of an engagement and for supplying any information, materials, or requirements necessary for JM Technical Writing to deliver the agreed services. This includes, where applicable, background information, source documents, regulatory references, branding requirements, and any specific constraints or objectives.

JM Technical Writing relies on the information provided by the client when preparing documents. The client is responsible for reviewing all deliverables and confirming that the content accurately reflects their requirements, operations, and intended use.

4.2 Omissions and Client-Provided Information

While JM Technical Writing takes reasonable care to ensure that documents are as complete and accurate as possible based on the information supplied, it cannot be held responsible for omissions, inaccuracies, or deficiencies that arise as a result of incomplete, incorrect, or omitted information provided by the client.

Any additional work required to address omissions or changes resulting from incomplete or revised client instructions may be treated as a change order and may be subject to additional charges, in accordance with these Terms and Conditions.

Terms and **CONDITIONS**

5. Fees, Payment, and Pro-Forma Basis

5.1 Pro-Forma Payment Requirement

JM Technical Writing operates strictly on a pro-forma basis. All fees must be paid in full in advance of any work commencing, unless expressly agreed otherwise in writing. No services will be started, continued, or delivered until payment has been received and cleared.

Any timelines provided are indicative only and are calculated from the point at which full payment is received and all required instructions and materials have been supplied by the client.

5.2 Money on Account and Non-Refundable Credit

Where a client places money on account, those funds are held as credit for future services. All money placed on account is non-refundable and cannot be exchanged for cash or returned once paid.

Credit held on account may be applied to future work as agreed between the parties. The client remains responsible for monitoring their available balance and requesting work to be undertaken against that credit.

5.3 Discretionary Compensation

Where compensation is considered appropriate, JM Technical Writing may, at its sole discretion, offer additional labour or services to be applied against money held on account, without additional charge. Any such compensation will be offered as a goodwill measure only and does not constitute an admission of liability.

6. Revisions and Change Orders

6.1 Revisions

Revisions are provided to refine and adjust work so that it aligns with the original agreed scope, instructions, and objectives. JM Technical Writing offers unlimited revisions, provided that revision requests relate solely to the originally agreed requirements and do not introduce new content, deliverables, or material changes in direction.

Revisions are intended to improve clarity, accuracy, structure, and presentation, and to ensure that the final deliverable meets the required standard based on the information supplied by the client.

Terms and **CONDITIONS**

6.2 Change Orders and Additional Charges

Any request that introduces new requirements, expands the scope, alters the original objectives, or requires additional research or deliverables beyond what was originally agreed will be treated as a change order.

Change orders may be subject to additional charges and revised delivery timelines. Where a change order is identified, JM Technical Writing will notify the client before proceeding with any additional work. No change order work will be undertaken without the client's agreement to any revised fees or timelines.

7. Use of AI-Assisted Tools

7.1 AI-Assisted Writing and Review

JM Technical Writing may use AI-assisted technologies as tools to support the creation, review, and refinement of written content. These tools may be used to assist with tasks such as compliance cross-checking, structural validation, grammar and syntax review, and the efficient drafting of bespoke content where speed is required.

Any use of AI-assisted tools is controlled, purposeful, and supplementary to JM Technical Writing's own professional judgement, subject-matter knowledge, and compliance research. Content produced for clients is not generic and is tailored to each individual engagement.

7.2 Data Protection and Anonymisation

Personal, confidential, or client-identifiable information is never inputted into AI-assisted systems. Where AI-powered tools are used, all content is anonymised and stripped of identifying details prior to processing.

The use of AI-assisted tools does not alter JM Technical Writing's obligations under data protection legislation, and all personal data is handled in accordance with the Privacy Policy and applicable data protection laws.

8. Intellectual Property Rights

Unless otherwise agreed in writing, all intellectual property rights in the documents and materials produced by JM Technical Writing remain with JM Technical Writing until full payment of all applicable fees has been received.

Upon receipt of full payment, the client is granted a non-exclusive, non-transferable licence to use the final delivered documents for their intended internal or commercial purposes. This licence does not permit resale, redistribution, or reuse of the documents for third parties without prior written consent, unless expressly agreed.

Terms and **CONDITIONS**

JM Technical Writing retains the right to reuse non-confidential elements of its work, including methodologies, structures, templates, and general know-how, provided that no client-identifiable or confidential information is disclosed.

9. Confidentiality and Non-Disclosure Agreements

JM Technical Writing treats all client information and materials provided in the course of an engagement as confidential and will not knowingly disclose such information to third parties, except where required to deliver the agreed services or where disclosure is required by law.

JM Technical Writing does not work to non-disclosure agreement (NDA) standards unless a written NDA is provided by the client in advance of the engagement and expressly agreed. It is the client's responsibility to supply any required NDA prior to the commencement of work. Where no NDA is provided, confidentiality will be governed solely by these Terms and Conditions and applicable law.

10. Assignment and Subcontracting

JM Technical Writing may assign, transfer, or subcontract the performance of any part of the services to third parties where appropriate, provided that such assignment or subcontracting does not materially affect the quality or delivery of the services.

JM Technical Writing remains responsible for the overall management and delivery of the services and for ensuring that any subcontracted work is carried out in accordance with these Terms and Conditions.

The client may not assign or transfer any of its rights or obligations under these Terms and Conditions without the prior written consent of JM Technical Writing.

11. Limitation of Liability

11.1 Professional Judgement and Use of Documents

All documents and materials produced by JM Technical Writing are prepared using professional judgement and based on the information, instructions, and materials provided by the client. The client remains solely responsible for reviewing, approving, and determining the suitability of any documents for their intended use.

JM Technical Writing shall not be liable for any loss, damage, cost, or consequence arising from the use, non-use, interpretation, or reliance on any documents produced, except to the extent that liability cannot be excluded under applicable law.

Terms and **CONDITIONS**

11.2 Health and Safety and Commercial Use Disclaimer

JM Technical Writing does not accept responsibility or liability for any outcomes arising from the implementation or non-implementation of documents in health and safety, regulatory, or commercial contexts. This includes, but is not limited to:

- Incidents;
- Enforcement action;
- Financial loss;
- Operational failures;
- Third-party claims.

All responsibility for compliance, implementation, decision-making, and ongoing management rests with the client. JM Technical Writing's role is limited to the preparation of written documentation and does not extend to supervision, enforcement, certification, or operational control.

Nothing in these Terms and Conditions limits or excludes liability where such limitation or exclusion is prohibited by law.

12. No Guarantee of Outcomes

JM Technical Writing does not guarantee any specific outcomes, results, approvals, certifications, commercial success, or regulatory acceptance arising from the use of any documents produced. While reasonable care and professional judgement are applied to all work, outcomes may depend on factors outside JM Technical Writing's control, including regulatory interpretation, third-party decisions, operational practices, and the completeness or accuracy of client-provided information.

The absence of a desired outcome does not constitute a failure to deliver services in accordance with the agreed scope.

13. Complaints Handling

If a client wishes to raise a complaint, they must do so in writing by email, clearly setting out the nature of the complaint and the relevant details.

Complaints should be submitted to:

j.djm@outlook.com

Complaints will be reviewed in a reasonable timeframe, and any response or resolution offered will be provided at JM Technical Writing's discretion, having regard to the circumstances of the engagement.

Terms and **CONDITIONS**

14. Termination of Engagement

Either party may terminate an engagement at any time by providing written notice. Where termination occurs after work has commenced, any fees paid in advance remain non-refundable, and any unused money on account will be retained in accordance with these Terms and Conditions.

Upon termination, JM Technical Writing reserves the right to cease work immediately. Any work completed up to the point of termination will be deemed delivered for the purposes of the engagement.

15. Force Majeure

JM Technical Writing shall not be liable for any delay, failure, or interruption in the performance of its services where such delay or failure results from events or circumstances beyond its reasonable control.

Such events may include, but are not limited to, acts of God, illness or incapacity, power outages, internet or telecommunications failures, platform or service provider outages, fire, flood, natural disasters, war, terrorism, civil unrest, government action, or any other event beyond reasonable control.

Where a force majeure event occurs, JM Technical Writing will make reasonable efforts to resume performance as soon as practicable. Any timelines affected by such events shall be extended accordingly. This shall not constitute a breach of these Terms and Conditions.

16. Third-Party Materials and External Information

Where documents prepared by JM Technical Writing reference third-party materials, standards, guidance, or external information, such references are provided for general informational purposes only and are based on sources available at the time of writing.

JM Technical Writing does not control the accuracy, completeness, or ongoing availability of third-party materials and accepts no responsibility for changes, updates, interpretations, or errors in such external information. Clients remain responsible for verifying the current applicability and relevance of any third-party materials referenced.

17. Entire Agreement

These Terms and Conditions constitute the entire agreement between JM Technical Writing and the client in relation to the services provided and supersede any prior discussions, correspondence, representations, or understandings, whether written or oral.

Terms and **CONDITIONS**

The client acknowledges that they have not relied on any statement, promise, or representation not expressly set out in these Terms and Conditions or in any written agreement expressly agreed between the parties. Nothing in this clause limits or excludes liability for fraud or fraudulent misrepresentation.

18. Governing Law and Jurisdiction

These Terms and Conditions and any disputes or claims arising out of or in connection with them, their subject matter, or formation shall be governed by and construed in accordance with the laws of England and Wales.

The courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising under these Terms and Conditions.

19. Changes to These Terms and Conditions

JM Technical Writing may update or amend these Terms and Conditions from time to time to reflect changes in legal requirements, business practices, or the services offered. Any updates will be published on the website or otherwise made available to clients, and the revised Terms and Conditions will take effect from the date they are issued.

Clients are encouraged to review these Terms and Conditions periodically. Continued engagement with JM Technical Writing following the publication of any changes constitutes acceptance of the updated Terms and Conditions.

20. Contact Details

If you have any questions regarding these Terms and Conditions or any engagement with JM Technical Writing, you may contact:

JM Technical Writing
Email: j.djm@outlook.com

Further contact information can be found on the website's contact page.