

## **Terms and Conditions**

1. These terms and conditions apply to any work done for the Client (you) by the Editor (me).
2. The Client is under no obligation to offer the Editor work; neither is the Editor under any obligation to accept work offered by the Client.
3. The Editor will provide service(s) as mutually agreed, confirmed in writing by the Client.
4. The work will be carried out unsupervised at such times and places as determined by the Editor, using their own equipment.
5. The Editor confirms that they are self-employed, are responsible for their own income tax and National Insurance contributions, are not VAT registered and will not claim benefits granted to the Client's employees.

### **Fees**

6. The Client will pay the Editor a fee per hour OR per 1,000 words OR an agreed flat fee for the job.
7. The completed work will be delivered on or before the date agreed, for the agreed fee, which will be based on the description of the work required and the brief, both supplied by the Client.
8. If, however, on receipt of the item to be worked on or at an early stage, it becomes apparent that significantly more work is required than had been anticipated in the preliminary discussion/brief, the Editor may renegotiate the fee and/or the deadline.
9. Similarly, if, during the term of the Editor's work, additional tasks are requested by the Client, including the editing of additional text, the Editor may renegotiate the fee and/or the deadline.
10. The Client will reimburse the Editor for agreed reasonable expenses over and above usual expenses incurred in the process of editorial work.
11. If the project is lengthy, the Editor may invoice periodically for completed stages.
12. Unless agreed otherwise, payment will be made within 30 days of receipt of the Editor's invoice, according to the Late Payment of Commercial Debts (Interest) Act 1998 (amended 2002 and 2013).
13. Payment will be in pounds sterling, by bank transfer to the Editor's bank account as detailed on the Editor's invoice.
14. For international payments, all transaction costs charged by the Client's and/or the Editor's bank will be borne by the Client to ensure that the full agreed fee is received by the Editor.
15. There will be a minimum fee of £38 per job.
16. In the interests of efficiency and good communication, receipt of emails will be acknowledged promptly by both parties.

### **Cancellation policy**

17. In the unlikely event that the Client cancels the work after making a booking but prior to the work starting, the Editor reserves the right to invoice for 50% of the full fee.
18. In the unlikely event that the Client cancels the work during the project, if the job is over 50% complete the Editor reserves the right to invoice for the full fee; if the job is under 50% complete the Editor reserves the right to invoice for 50% of the full fee.
19. Both the Client and the Editor have the right to terminate a contract for services at any time if there is a serious breach of its terms.

### **Confidentiality and copyright**

20. The nature and content of the work will be kept confidential and not made known to anyone other than the Client and its contractors without prior written permission.
21. Any content created by the Editor as part of the copy-editing/proofreading/project management process will become the copyright of the Client, unless otherwise agreed.
22. Under the terms of the General Data Protection Regulation (GDPR), the Client and the Editor may keep on record such information (e.g. contact details) as is necessary. Either may view the other's records to ensure that they are relevant, correct and up to date.
23. The Editor may use the Client's name in their promotional material, unless the Client expressly wishes otherwise.
24. The Client may not use the Editor's name in any promotional material or in the work itself without the express and written consent of the Editor.

### **Quality assurance**

25. The Editor will abide by the SfEP's [Code of Practice](#) and will do their absolute best for the Client, but will not make unachievable guarantees of perfection.
26. The Client agrees to the SfEP's realistic expectations of [what can be achieved in a given time](#) and [in terms of standards](#).
27. The Client accepts responsibility for the veracity, accuracy and originality of the work, as well as any residual errors that appear in the final version of the work.

### **Legal jurisdiction**

28. This agreement is subject to the laws of England and Wales, and both Editor and Client agree to submit to the jurisdiction of the English and Welsh courts.