

## Terms and conditions

1. These terms & conditions apply to any work done for the Client (you) by me (Emma Hewlett Proofreading).
2. The Client is under no obligation to offer me work; neither am I under any obligation to accept work offered by the Client.
3. I will provide proofreading services as mutually agreed, confirmed in writing by myself and the Client.
4. The work will be carried out unsupervised at such times and places as determined by me, using my own equipment.
5. I confirm that I am self-employed, responsible for my own income tax and National Insurance contributions and will not claim benefits granted to the Client's employees.
6. I am not VAT-registered.
7. The contract of service requires that the Client acknowledges, in writing (including email), that they have read, understood and agreed to these terms and conditions.
8. Prior to commencement of the proofreading work, the Client and I will agree, in writing (including email), the terms of the project:
  - the medium in which the proofreading service will be carried out (e.g. in Word, on PDF, on paper)
  - how the material will be annotated (e.g. Track Changes in Word)
  - the length of time required to complete the project, as advised by me
  - a fee for the project, based on a quotation supplied by me, in writing (including email), following my evaluation of the material to be proofread and the time frame required to complete the job
  - any expenses (e.g. postage) that the Client will bear in addition to the costs of the proofreading
  - the date by which the material will be delivered by the Client to me
  - the latest date by which the completed project will be returned, following my advice to the Client
9. 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.
10. 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, I may renegotiate the fee and/or the deadline.
11. Similarly, if, during the term of my work, additional tasks are requested by the Client, I may renegotiate the fee and/or the deadline.

12. A quotation for the work will be provided by me to the Client following my evaluation of a representative sample of the materials to be worked on, and a discussion with the Client as to what is required.
13. The Client will pay me a fee per 1,000 words OR per hour OR an agreed flat fee for the project, as agreed in writing.
14. Once the Client and I have agreed the full fee, it is non-negotiable unless the Client extends the word count of the job or requests additional services. In this case, a revised quotation and job-completion date will be negotiated.
15. Once booking is confirmed, I will supply the client with an invoice for either the deposit or full fee.
16. For a project with a total fee of less than £500, the Client will pay the full fee up front.
17. For a project with a total fee in excess of £500, the Client will pay a 50% deposit.
18. Unless otherwise agreed, I will supply the Client with an invoice for any remaining payments immediately upon completion of the proofreading/editing project.
19. Payment for projects will be made within 14 days of receipt of my invoice. The invoice will be sent at the end of the project.
20. Payment for deposits and up-front payments will be made within 3 days of receipt of my invoice.
21. The completed project will be returned to the client upon receipt of all due payments.
22. If the project is lengthy, I may invoice periodically for completed stages.
23. Unless otherwise agreed, the fee quoted is for **one pass** of a manuscript. Additional passes are new projects, the terms of which will be agreed separately.
24. Both the Client and I have the right to terminate a contract for services at any time if there is a serious breach of its terms.
25. This Client is free to cancel a service for any reason by providing me with written notice (including email); I must acknowledge this cancellation in writing (including email) for this to be valid.
26. I may cancel a service at any time for any reason by providing written notice (including email) to the Client. In the unlikely event that I cancel a service, I will provide a prorated refund of any overages of fees paid.
27. If, in the unlikely event that the Client is touched by extraordinary or difficult circumstances that cause cancellation or delay (e.g. family crisis, illness, bereavement), the Client should contact me to discuss the terms of the cancellation policy. I aim to be fair and helpful at all times.
28. If I am touched by extraordinary or difficult circumstances that cause cancellation (e.g. family crisis, illness, bereavement), I will contact the Client in writing at the earliest

opportunity and do my best to renegotiate the time frame of the project or find an alternative supplier of proofreading/editing services.

29. CANCELLATION *DURING* THE PROJECT: If the Client cancels the work during the proofreading project, I reserve the right to invoice for 100% of the agreed fee.

CANCELLATION *PRIOR* TO PROJECT COMMENCEMENT:

- If the Client wishes to cancel with **less than two weeks' notice**, I reserve the right to invoice for 100% of the agreed fee. Any payments already made will not be refunded.
- If the Client wishes to cancel with **more than two weeks' notice**, no other charge will apply and any payments made will be refunded.

30. Any content created by me as part of the proofreading process will become the copyright of the Client, unless otherwise agreed.

31. The work will be carried out by me. I will not subcontract proofreading projects, or parts of projects, to third parties.

32. 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.

33. The information that the Client and I may keep on record is covered by the terms of the General Data Protection Regulation. No more such information will be held than is necessary, at any time, to comply with those terms and with any compliance statement or privacy policy published by the Client and/or me. Both the Client and I agree that, where consent is required to hold or process such data, such consent has been requested and obtained and both facts can be demonstrated. Either may view the other's records to ensure that they are relevant, correct and up to date.

34. There is no requirement for the Client to mention me in the published work's acknowledgements section. However, the Client agrees that I will have the opportunity to review any such mention prior to publication, or to decline to be mentioned.

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

Signed by Emma Hewlett Proofreading:

\_\_\_\_\_  
Name: Emma Hewlett

Signed on behalf of the Client:

\_\_\_\_\_  
Name: \_\_\_\_\_  
Position: \_\_\_\_\_  
Date: \_\_\_\_\_