



Contract of proofreading/editing services

The following terms and conditions are provided so that you and I both have an upfront and honest understanding of what is involved in the process of working together. If you have any questions or concerns, feel free to contact me with any questions.

1. General overview

1.1 These terms and conditions apply to any work done on behalf of the Client (you) by me (Deborah Taylor | Proofreader, The Blue Pencil).

1.2 I will provide proofreading/editing services agreed upon (in writing) by myself and the Client.

1.3 The Client is under no obligation to offer me work; neither am I under any obligation to accept work offered by the Client.

1.4 The work will be carried out unsupervised at such times and places as determined by me, using my own equipment.

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

1.6 I confirm that I am self-employed, am responsible for my own income tax and National Insurance contributions, and will not claim benefits granted to the Client's employees.

1.7 I am not VAT-registered.

1.8 The contract of service requires that the Client acknowledges, in writing (including email via the booking-confirmation form), that they have read, understood and agreed to these terms and conditions.

2. Project terms

2.1 Prior to commencement of the proofreading/editing work, the Client and I will agree, in writing (including email), the terms of the project:

- the medium in which the proofreading/editing 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, BSI correction symbols on paper)
- 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/edited 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/editing
- 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



2.2 Please note that if, on receipt of the project 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 or from the sample supplied, I may renegotiate the fee and/or the deadline, or decline to carry out the work.

3. Quotations and fees

3.1 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.

3.2 Once the Client and I have agreed on 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 revised job completion date will be negotiated.

3.3 The Client will pay me a fee per 1,000 words in the original document, OR per hour OR an agreed flat fee for the project, as agreed in writing.

3.4 Unless otherwise agreed, I will supply the Client with an invoice immediately upon completion of the proofreading/editing project.

3.5 Payment should be received within 14 days for completed proofreading/ edits, and within 3 days for booking fees.

3.6 I am a signatory to the Pay On Time code of practice.

3.7 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.

4. Booking-confirmation form

4.1 The booking-confirmation form is an agreement to **the contract of services** between me and the Client.

5. Booking fee

5.1 When the Client has sent the booking-confirmation form, I will issue the invoice for the booking fee.

5.2 Booking fees are **non-refundable**.

5.3 For a project with a **total fee in excess of £500**, the Client will pay a **booking fee of £500**.

5.4 For a project with a **total fee of £500 or less**, the Client will pay **50% of the fee up front**. This is non-refundable.

5.5 By filling in the booking-confirmation form, the Client agrees to secure my proofreading/editing services for a specific and mutually agreed-upon project, at a specific and mutually agreed time.

5.6 By filling in the booking-confirmation form, the Client confirms that they have read and agreed to the terms and conditions herein. From thereon, the terms of the cancellation policy (see below) apply.



5.7 The booking fee will be deducted from the final invoice issued when the editing work is complete.

5.8 The booking is considered confirmed once the booking fee has been paid by the Client and received by me.

5.9 The booking fee should be paid within 3 days of sending the booking-confirmation form to secure the slot in my schedule.

6. Cancellation policy: Terms, Fees and Project-commencement reminders

TERMS: 6.1 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.

6.2 The 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.

6.3 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 (including the booking fee).

6.4 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.

6.5 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. The booking fee will be refunded.

FEES:

6.6 CANCELLATION *DURING* THE PROJECT: If the Client cancels the work during the proofreading/editing project, I reserve the right to invoice for 100% of the agreed fee (less the booking fee).

6.7 CANCELLATION *PRIOR* TO PROJECT COMMENCEMENT:

- If the Client wishes to cancel with **less than one month's notice**, I reserve the right to invoice for 100% of the agreed fee (less the booking fee).
- If the Client wishes to cancel with **more than one month's notice**, the booking fee will not be refunded but no other charge will apply.



PROJECT-COMMENCEMENT REMINDERS:

6.8 I will contact the Client **two weeks before the mutually agreed start date** with a reminder that the file is due 24 hours before said start date.

- If in the unlikely event that the Client does not confirm in writing (including email) within one week prior to the mutually agreed start date that they will be supplying the file for editing, the project is deemed to have been cancelled by the Client and the slot in my schedule will be released.
- If, as is likely, the Client confirms the project, I will ask for the file to be sent to me 24 hours before the start date.

7. Confidentiality

7.1 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.

7.2 I will not, under any circumstances, upload the Client's files to external websites or distribute them to third parties unless specifically authorized to do so, in writing, by the Client. I do, however, use Dropbox as a cloud storage system. See my Privacy Policy for how your data is protected.

7.3 Under the terms of the Data Protection Act 1998, the Client and I 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.

8. Copyright

8.1 All content delivered to me by the Client for the proofreading/editing project is owned by the Client.

8.2 In this respect, the Client agrees to hold me harmless from and against all claims, liabilities and expenses arising out of any potential or actual copyright or trademark misappropriation or infringement claimed against them.

8.3 Following payment of my invoice, any content created by me as part of the proofreading/editing process will become the copyright of the Client unless otherwise agreed.



9. Quality assurance

9.1 Please read the Will it be flawless? page. This is my honest statement of what's possible when it comes to perfection, particularly when I'm working on a file that hasn't been through previous rounds of extensive professional editorial revision.

10. Legal jurisdiction

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

10.2 Berkshire, England shall be the exclusive venue for any arbitration or court proceeding based on or arising out of this Agreement.

11. Privacy policy and the GDPR

11.1 Please read my Privacy Policy, which explains the data I collect, how I use and store it, and my compliance with the General Data Protection Regulation (GDPR).

12. Acknowledgements in published works

12.1 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.