

## Terms & Conditions

### 1. General Overview

- 1.1 These terms & conditions apply to any work done for the Client (you) by me, the Freelance (Laura Hayes | Proofreader).
- 1.2 The Client is under no obligation to offer me work; neither am I under any obligation to accept work offered by the Client.
- 1.3 I will provide service(s) as mutually agreed, confirmed in writing 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.

### 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:
  - how the proofreading/editing will be carried out (e.g. in Word, PDF)
  - how the material will be annotated (e.g. Track Changes in Word)
  - length of time required to complete the project, as advised by me
  - a fee for the project, based on my quotation, in writing, following my evaluation of the material to be proofread/edited
  - 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 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 fees is supplied after an evaluation of the proofs and a discussion with the Client as to what is required.
- 3.2 The Client will pay me a fee per 1,000 words or an agreed flat fee based on my hourly rate, as agreed in writing.
- 3.3 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.
- 3.4 If, during the term of my work, additional tasks are requested by the Client, I may renegotiate the fee and/or the deadline.
- 3.5 If the project is lengthy, I may invoice periodically for completed stages in the case of both new and established clients.
- 3.6 Unless agreed otherwise at the outset, I will supply the Client with an invoice immediately upon completion of the proofreading/editing project.
- 3.7 **New Clients** are required to pay an **advance payment of 50%** of the agreed fee before the project commences and the **remaining 50% on completion** of the project.
- 3.8 Commencement of the Client's proofreading/editing project will go ahead once advance payment has been paid and received by me.
- 3.9 **Established Clients** will be expected to pay the **full fee on completion** of the project unless otherwise agreed.
- 3.10 Full or balance payments should be received within **30 days** of receipt of my invoice, according to the Late Payment of Commercial Debts (Interest) Act 1998 (amended 2002 and 2013).
- 3.11 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. Confidentiality

- 4.1 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.
- 4.2 Under the terms of the Data Protection Act 1998, the Client and the Freelance 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.

## **5. Copyright**

- 5.1 All content delivered to me by the Client for the proofreading/editing project is owned by the Client.
- 5.2 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.
- 5.3 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.

## **6. Cancellation Policy**

- 6.1 Either the Client or the Freelance has the right to terminate a contract for services 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; I must acknowledge this cancellation in writing for this to be valid.
- 6.3 I may cancel a service at any time for any reason by providing written notice 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 advance payment).
- 6.4 If, in the unlikely event that the Client is affected 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.
- 6.5 If I am affected 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 advance payment will be refunded.
- 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.
- 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.

If the Client wishes to cancel with more than one month's notice, the advance payment will not be refunded but no other charge will apply.

## **7. Business Insurance**

- 7.1 I hold professional indemnity insurance with PolicyBee, which provides coverage for the proofreading/editing services I offer. This insurance protects both of us by ensuring that, in the unlikely event of professional error or omission, appropriate safeguards are in place.

## **8. Quality Assurance**

- 8.1 If my work is unsatisfactory, I will rectify it in my own time and at my own expense.

## **9. Use of Digital Tools and Artificial Intelligence (AI)**

- 9.1 I do not use generative AI to draft recasts of your text or make stylistic recommendations on how your document should read.
- 9.2 I do not use open AI systems for client work. This ensures that your materials are never used for language model training and that your privacy and data are fully protected.
- 9.3 The digital tools that I use as part of the proofreading process are as follows:
- Microsoft Word: Used for proofreading and producing style sheets. Hosted locally via a licensed version of Microsoft 365. Copilot runs in the background but I don't use it for proofreading.
  - Adobe Acrobat (standard version): Used for proofreading when the document is provided in this format. It does not use AI and is hosted locally via a licensed version. Runs offline and does not transmit data.
  - PerfectIt: The leading software among professional proofreaders and editors, used for consistency checking. I use the Windows edition of PerfectIt as a Word add-in. This provides the highest level of security possible by running off-line.
  - Google search: A cloud-based service used for fact-checking. Uses multiple AI systems to match queries with relevant results.

## **10. Acknowledgement and Promotion**

- 10.1 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.

## 11. Legal Jurisdiction

11.1 This agreement is subject to the laws of England and Wales [or Scots or Northern Ireland law, as appropriate], and both the Client and I agree to submit to the jurisdiction of the English and Welsh [or Scots or Northern Ireland] courts.

Signed by me, the Freelance:

\_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

Signed on behalf of the Client:

\_\_\_\_\_

Name: \_\_\_\_\_

Address (for inclusion on invoice):

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_