

• Joanna Miles | Copy-editor and proofreader •

Society for Editors and Proofreaders (SfEP) Advanced Professional Member

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Terms & conditions

1. These terms & conditions apply to any work done for the Client by the Freelance.
2. The Client is under no obligation to offer the Freelance work; neither is the Freelance under any obligation to accept work offered by the Client.
3. The Freelance 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 Freelance, using her own equipment.
5. The Freelance confirms that she is self-employed, is responsible for her own income tax and other obligatory contributions, and for paying VAT (where applicable) and will not claim benefits granted to the Client's employees.
6. The Client will reimburse the Freelance for agreed reasonable expenses over and above usual expenses incurred in the process of editorial work.
7. The Client will pay the Freelance a fee per hour OR per printed page OR an agreed flat fee for the job, plus VAT where applicable.
8. 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.
9. 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 Freelance may renegotiate the fee and/or the deadline.
10. Similarly, if, during the term of the Freelance's work, additional tasks are requested by the Client, the Freelance may renegotiate the fee and/or the deadline.
11. If the project is lengthy, the Freelance may invoice periodically for completed stages.
12. Any content created by the Freelance as part of the copy-editing/proofreading process will become the copyright of the Client, unless otherwise agreed.
13. 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.
14. If the Freelance's work is unsatisfactory, the Freelance will rectify it in her own time and at her own expense.
15. Unless agreed otherwise at the outset, payment will be made within 30 days of receipt of the Freelance's invoice, according to the Late Payment of Commercial Debts (Interest) Act 1998 (amended 2002 and 2013).
16. The Freelance reserves the right to charge interest on overdue payments, according to the Late Payment of Commercial Debts (Interest) Act 1998 (amended 2002 and 2013).
17. Unless agreed otherwise at the outset, payment will be made in pounds sterling (£/GBP) by bank transfer to the Freelance's specified bank account.
18. 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.
19. Unless agreed otherwise, the Freelance will keep on record electronic copies of work completed for Client and relevant supporting documentation for a minimum of 3 years.
20. Either the Client or the Freelance has the right to terminate a contract for services if there is a serious breach of its terms.
21. If the Freelance has made a substantial contribution to the copy-editing/proofreading of the work, she will be entitled to receive one free copy of the work.
22. The Freelance may use the Client's name in her promotional material.

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

Acceptance of terms and conditions

By agreeing to the Freelance's quotation, the Client accepts these terms and conditions unless otherwise stipulated in writing.

Signed by the Freelance: _____

Name: Joanna E. Miles

Date: Day Month 201X

Signed by the Client: _____

Name: _____

Position: _____

Date: _____