# Terms and Conditions

These terms and conditions apply to any work done for the Client by the Editor (Sarah Dronfield).

1) 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.
2) The Editor will provide service(s) as mutually agreed, confirmed in writing by the Client.
3) The work will be carried out unsupervised at such times and places as determined by the Editor, using her own equipment.
4) The Editor confirms that she is self-employed, is responsible for her own income tax and National Insurance contributions, and for paying VAT (where applicable) and will not claim benefits granted to the Client's employees.
5) If the Editor agrees to attend the Client's or other premises for necessary meetings, the time spent and agreed reasonable expenses incurred to be reimbursed by the Client.
6) The Client will reimburse the Editor for agreed reasonable expenses over and above usual expenses incurred in the process of editorial work.
7) The Client will pay the Editor a fee per hour OR per 1,000 words in the original document OR per printed page OR an agreed flat fee for the job.
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 and agreed by the Editor.
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 Editor may renegotiate the fee and/or the deadline.
10) Similarly, if, during the term of the Editor's work, additional tasks are requested by the Client, the Editor may renegotiate the fee and/or the deadline.
11) If the project is lengthy, the Editor may invoice periodically for completed stages.
12) All content delivered to the Editor by the Client for the proofreading/editing project is owned by the Client. Any content created by the Editor as part of the editing/proofreading/project management process will become the copyright of the Client, unless otherwise agreed. In this respect, the Client agrees to hold the Editor 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.
13) All editorial reports, annotations, inline comments and written correspondence from the Editor remain the intellectual property of the Editor and are protected by copyright. The Client agrees that these are provided solely for guidance and cannot be used, copied or published elsewhere, including on social media. This restriction does not apply to direct edits made via Track Changes, grammatical corrections or specific alternative phrasing options provided by the Editor for the Client's manuscript (whether inline or written within a comment). The Client holds full ownership and copyright of their manuscript text upon incorporating those specific revisions.

14) The nature and content of the work will be kept confidential and not made known to anyone other than the Client and their contractors without prior written permission.
15) The Editor guarantees that any work that she subcontracts on behalf of the Client will be completed to the same standard, schedule and budget and with the same conditions of confidentiality.
16) If the Editor's work does not meet the standards outlined in the Chartered Institute of Editing and Proofreading's Professional Practice Code, the Editor will rectify it in her own time and at her own expense.
17) Unless agreed otherwise at the outset, 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).
18) The information that the Client and the Editor 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 the Editor. Both the Client and the Editor 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.
19) Either the Client or the Editor has the right to terminate a contract for services if there is a serious breach of its terms.
20) The Client may terminate a contract for any reason upon ten days' written notice and fair compensation for work performed to date. The Editor must cease all work immediately upon notification. Any deposit paid is non-refundable.
21) The Editor may terminate a contract for any reason upon the refund of any unearned deposit and delivery of work completed to date.
22) If the Editor has made a substantial contribution to the editing/ proofreading/project management of the work, she will be entitled to receive one free copy of the work.
23) The Editor may use the Client's name in her promotional material.
24) There is no requirement for the Client to mention the Editor in the published work's acknowledgements section; however, the Client agrees that the Editor will have the opportunity to review any such mention prior to publication, or to decline to be mentioned.
25) The Client will declare if any aspect of the written work was generated by artificial intelligence (AI). The Editor will not provide editorial services for content that has been generated or written – in part, or in full – by AI systems. If, at any point, the Editor discovers that a work is AI-generated and the Client failed to disclose this, the contract will be terminated and the service will cease immediately. The Client agrees to pay to cover any work already completed by the Editor.
26) 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. The exclusive venue for an arbitration or court proceeding based on or arising out of this agreement shall be in Wales.

Signed by the Editor:

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Name: _____

Date: _____

Signed by or on behalf of the Client:

_____

Name: _____

Position: _____

Date: _____