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Pre-publishing Services

# Terms and Conditions

The following terms and conditions are provided so that the Client and Pre-publishing Services have an upfront, open, and honest understanding of what is involved in the process of working together. If you have any questions or concerns, please do get in touch.

## 1. General overview

1.1 These terms and conditions apply to any work done on behalf of the Client (you) by Samantha Horobin trading as Pre-publishing Services.
1.2 I will provide proofreading/copyediting services agreed upon in writing (including email) by Pre-publishing Services and the Client.
1.3 The Client is under no obligation to offer me work; neither is Pre-publishing Services 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 Pre-publishing Services, using their own equipment.
1.5 The work will be carried out by Pre-publishing Services. I will not subcontract proofreading/copyediting projects, or parts of projects, to third parties.
1.6 Pre-publishing Services is responsible for its own income tax and National Insurance contributions and will not claim benefits granted to the Client's employees.
1.7 Pre-publishing Services is not VAT-registered.
1.8 The contract of service requires that the Client and Pre-publishing Services both acknowledge, in writing (email), that they have read, understood, and agreed to these terms and conditions.

## 2. Project terms

2.1 Before commencement of the proofreading/copyediting work, the Client and Pre-publishing Services 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/copyedited 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/copyediting
- 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.

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## 3. Quotations and fees

3.1 A quotation for the work will be provided by Pre-publishing Services to the Client following an 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 Pre-publishing Services 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.

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

3.4 Unless otherwise agreed, Pre-publishing Services will invoice the Client for half the fees before commencement of the job, with the second invoice following immediately upon completion of the proofreading project.

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

3.6 Unless otherwise agreed at the outset, payment should be received within fourteen days of receipt of Pre-publishing Services' invoice, according to the Late Payment of Commercial Debts (Interest)Act 1998 (amended 2002 and 2013).

3.7 Unless otherwise agreed, additional revisions are new projects, the terms of which will be agreed separately.

## 4. Cancellation Policy

4.1 Cancellation during the project: In the unlikely event that the Client cancels the work during the proofreading/copyediting project, Pre-publishing Services reserves the right to invoice for the work already completed.

4.2 Cancellation before project commencement: In the unlikely case that the Client cancels the work before the proofreading commences, but after making a firm booking with a scheduled time slot and agreeing to the terms and conditions of service, Pre-publishing Services reserves the right to invoice for 20% of the project.

4.3 Both the Client and Pre-publishing Services reserve the right to terminate a contract for services at any time if there is a serious breach of its terms.

4.4 If unforeseen and extraordinary circumstances occur (such as bereavement), Pre-publishing Services will contact the Client in writing at the earliest opportunity, and work towards renegotiating the time frame for the project or find an alternative supplier of proofreading services. An invoice will be sent to the Client only for services already completed if an alternative proofreader needs to be found.

## 5. Confidentiality

5.1 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.

5.2 Pre-publishing Services will not, under any circumstances, upload the Client's files to external websites or distribute them to third parties unless specifically authorised to do so, in writing, by the Client.

5.3 The information that the Client and Pre-publishing Services 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. Both the Client and Pre-publishing Services agree that written consent is required to hold or process such data, such consent has been requested, and obtained, and both facts can be demonstrated. Either party may view the other's records to ensure that they are relevant, correct and up to date.

## 6. Copyright

6.1 All content delivered to Pre-publishing Services by the Client for the proofreading/copyediting project is owned by the Client.
6.2 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.
6.3 Following payment of the invoice, any content amended by Pre-publishing Services as part of the proofreading/copyediting process will become the copyright of the Client unless otherwise agreed.

## 7. Quality Assurance

If a piece of work were given to five different proofreaders, they would provide five slightly different completed works. This is because proofreading has an element of subjectivity in it. Because of this, Pre-publishing Services will never claim that the work returned to you will be perfect. However:

- I guarantee that I will do my absolute best for you – that I will aim for the very highest editorial standards.
- I guarantee that even if mine is the only professional editorial pass you commission, the amendments I suggest will result in a significantly improved project.
- I guarantee that I will respect your work, your privacy, and your confidentiality.
- It would be unethical of me to promise perfection; however, I will aim to improve your project to the best of my ability.

## 8. Authority to Commence for Clients who are Individuals, not Companies

- I, the Client, understand that under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, I have the right to cancel this contract within fourteen days beginning on the date that the contract is entered into.
- I wish you to commence work on this contract before the expiry date of the fourteen-day cancellation period.
- I understand that if I subsequently cancel the contract within the cancellation period, I will be under a duty to pay in accordance with reasonable requirements of the cancelled contract for work undertaken before the cancellation.

## 9. Additional Points

9.1 If Pre-publishing Services' work is unsatisfactory, it will be rectified in Pre-publishing Services' own time and at their own expense.
9.2 The Client bears sole responsibility for any plagiarism found in their material.
9.3 Pre-publishing Services bears no liability for any damages incurred through any errors found in the material.
9.4 If services provided have constituted a substantial contribution to the work, Pre-publishing Services will be entitled to receive one free copy of the work.
9.5 Pre-publishing Services may use the Client's name in promotional material.
9.6 This agreement is subject to the laws of Scotland, and both Pre-publishing Services and the Client agree to submit to the jurisdiction of the Scottish courts.

## 10. Disclaimer

10.1 Pre-publishing Services will undertake to produce the best work possible for the client. However, the ultimate responsibility for accepting or rejecting the work rests with the client, and we can take no responsibility, and accept no liability for, damages or costs caused by any errors left in the document.
10.2 All written work produced by Pre-publishing Services is subject to final approval by the client. Pre-publishing Services cannot be held responsible for the legality or validity of information that is produced on behalf of the client.

## 11. Code of Practice

11.1 Pre-publishing Services abides by the Chartered Institute of Editing and Proofreading's Code of Practice (insert hyperlink). https://www.ciep.uk/standards/code-of-practice

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