**Terms and Conditions**

**Contract of Proofreading and 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 for clarification.

**General Overview**

These terms and conditions apply to any work done on behalf of the Client (you) by me (Julie Hothersall trading as Julie Hothersall Editorial Services).

The contract of services requires that the Client and I both acknowledge, in writing, that we have read, understood and agreed to these terms and conditions:

* I will provide proofreading/editing services as agreed upon (in writing) by myself and the Client.
* The Client is under no obligation to offer me work. Neither am I under any obligation to accept work offered by the Client.
* The work will be carried out unsupervised at such times and places as determined by me, using my own equipment.
* The work will be carried out by me. I will not subcontract proofreading/editing projects, or parts of projects, to third parties.
* 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.
* I am not VAT-registered.

**Project Terms**

Prior to commencement of the work, the Client and I will agree, in writing, to the terms of the project:

* the medium in which the proofreading/editing service will be carried out (e.g. in MSWord, on PDF, on hard copy)
* how the material will be annotated (e.g. Track Changes in Word, BSI correction symbols on paper or commenting tools on PDF)
* the length of time required to complete the project
* a fee for the project, based on a quotation supplied by me, in writing, following my assessment of the material to be proofread/edited and the time frame required to complete the work
* 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

The Client will reimburse me for agreed reasonable expenses (e.g. postage) over and above the usual expenses occurred in the process of editorial work.

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 discussions/brief or from the sample supplied, I may renegotiate the fee and/or the deadline, or decline to carry out the work.

The completed work will be delivered on or before the date agreed.

**Pricing and Payment**

A quotation for fees is supplied after my evaluation of the text, or a representative sample of it, and a discussion with the Client as to what is required.

The Client will pay me a fee per hour OR per 1, 000 words, OR an agreed flat fee for the job, according to prior agreement.

Once the Client and I 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.

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

If the project is lengthy, I may invoice periodically for completed stages.

Payment should be made within 30 days, as set out in the Late Payment of Commercial Debts (Interest) Act 1998 – Amended and Supplemented in 2002 and 2013.

Unless agreed otherwise at the outset, payment will be made by PayPal or by bank transfer.

**Booking Confirmation Form**

The Client is required to complete a booking confirmation form. This is an agreement to the Contract of Services between me and the Client.

The booking is considered confirmed only once the booking form has been returned and the booking fee has been paid by the client and received by me.

**Booking Fee**

A non-refundable booking fee is required to secure my proofreading/editing services under the mutually-agreed upon project terms.

Upon receipt of a completed booking confirmation form, an invoice for the booking fee will be issued. This fee will usually be 50% of the full agreed fee, unless otherwise agreed.

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

The booking fee should be paid within three working days of sending the completed booking confirmation form. Receipt of payment secures my proofreading/editing services under the mutually-agreed upon project terms. If the booking fee is not received within three working days, the booking will be considered cancelled.

This booking fee will be deducted from the final invoice issued when the work is completed.

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.

**Cancellation Policy**

*Cancellation during the project*: In the unlikely event that 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).

*Cancellation prior to project commencement*: If the Client cancels the work prior to the proofreading/editing project commencing, but after making a booking and agreeing to the terms and conditions of the service herein, I reserve the right to invoice for 100% of the agreed fee (less any advance payment) if the cancellation occurs with less than two weeks’ notice. In the event that the Client wishes to cancel before commencement, with more than two weeks’ notice, the booking fee will not be refunded but no other charge will apply.

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.

In the unlikely event that the Client is touched by extraordinary circumstances that cause cancellation (e.g. bereavement, illness), the Client should contact me to discuss the terms of the cancellation policy. I value fairness.

If I am touched by similar extraordinary or difficult circumstances that cause cancellation, I will contact the Client 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.

**Proofreading for Students**

Because your academic work is being assessed, some special conditions apply, in addition to all other terms and conditions in this document. See my website for details of what is and is not included when proofreading for students.

BEFORE SENDING ME YOUR WORK:

* You (the Client) must check that your university allows you to use a professional proofreader. Some universities have very strict rules.
* You will need to confirm to me that your supervisor knows that you are using a proofreader.
* You must make me aware of any rules that your university expects proofreaders to follow.

IMPORTANT NOTES:

I can not guarantee that your grades will be improved by using my proofreading services. I aim to improve the language of your work; you are responsible for the academic content of your work. The mark you are awarded by your academic institution is not within my control, and I am not legally responsible if your mark is not as you expected.

You are responsible for keeping to your university’s guidance on proofreading. If you do not keep to these rules, there could be very serious consequences.

The deadline for submission is your responsibility. When booking a proofreading service, you (the Client) should make sure to leave plenty of time to allow for a final read-through of the returned proofread document before the submission deadline is due. I take no responsibility for any missed deadlines due to the turnaround time required by the Client.

You will usually be expected to keep copies of all draft material given to your proofreader, showing your original draft, and all annotations suggested by the proofreader in case university staff ask to see them.

If you have any questions about these terms and conditions, please contact me and I will be happy to help.

**Confidentiality**

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 permission, except if required by law.

I 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. I do, however, use One Drive as a cloud storage system. Please read my Privacy Policy which explains how your data is protected.

**Copyright**

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

I will not be held responsible for violation of copyright, trademark misapplication or infringement, plagiarism or breach of other protection of intellectual property claimed against the Client. The Client must bear in mind that the ultimate responsibility for any adjustment to the text is borne by the Client.

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.

**Legal Jurisdiction**

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.