



## Terms & Conditions

1. These terms & conditions apply to any work done for the Client by ACB Proofreading (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 (including email) by the Client.
4. The work will be carried out unsupervised at such times and places as determined by the Freelance, using his own equipment.
5. The Freelance confirms that he is self-employed, is responsible for his own income tax and National Insurance contributions, and for paying VAT (where applicable) and will not claim benefits granted to the Client's employees.
6. The Freelance 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.
7. The Client will reimburse the Freelance for agreed reasonable expenses over and above usual expenses incurred in the process of editorial work.
8. The Client will pay the Freelance a fee per hour *OR* per printed page *OR* per thousand words *OR* an agreed flat fee for the job, plus VAT where applicable.
9. 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.
10. If, however, upon 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.
11. 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.
12. If the project is lengthy, the Freelance may invoice periodically for completed stages.
13. Any content created by the Freelance as part of the proofreading/copy-editing process will become the copyright of the Client, unless otherwise agreed.
14. 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.
15. The Freelance guarantees that any work that he 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 Freelance's work is unsatisfactory, the Freelance will rectify it in his own time and at his own expense.

17. 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.
18. The information that the Client and the Freelance 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 Freelance. Both the Client and the Freelance 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 Freelance has the right to terminate a contract for services if there is a serious breach of its terms.
20. If the Freelance has made a substantial contribution to the proofreading/copy-editing of the work, he will be entitled to receive one free copy of the work.
21. The Freelance may use the Client's name in his promotional material.
22. This agreement is subject to the laws of England and Wales, and both Freelance and Client agree to submit to the jurisdiction of the English and Welsh courts.

Signed by the Freelance:

\_\_\_\_\_

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

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

Signed on behalf of the Client:

\_\_\_\_\_

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

Position: \_\_\_\_\_

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