

## **Annie Deakins – Proofnow Proofreader**

### **General Terms & Conditions**

1. These terms & conditions apply to any work done for the Client by the Freelancer.
2. The Client is under no obligation to offer the Freelancer work; neither is the Freelancer under any obligation to accept work offered by the Client.
3. The Freelancer 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 Freelancer, using her/his own equipment.
5. The Freelancer 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.
6. The Freelancer 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 Freelancer for agreed reasonable expenses over and above usual expenses incurred in the process of editorial work.
8. The Client will pay the Freelancer a fee per hour OR per 1000 words OR per printed page OR an agreed flat fee for the job.
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, 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 Freelancer may renegotiate the fee and/or the deadline.
11. Similarly, if, during the term of the Freelancer's work, additional tasks are requested by the Client, the Freelancer may renegotiate the fee and/or the deadline.
12. If the project is lengthy, the Freelancer may invoice periodically for completed stages.
13. Any content created by the Freelancer as part of the proofreading 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 Freelancer 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 Freelancer's work is unsatisfactory, the Freelancer will rectify it in her own time and at her own expense.
17. **Payment Terms including late payment:** unless agreed otherwise at the outset, payment will be made within 14 days of receipt of the Freelancer's invoice, according to the Late Payment of Commercial Debts (Interest) Act 1998 (amended 2002 and 2013). **Please be aware that Freelancers are entitled to claim a £40 late fee upon non-payment of debts after this time, at which point a new invoice will be submitted with the addition of this fee.** If payment of the revised invoice is not received within a further 14 days, additional interest will be charged to the overdue account at a statutory rate of 8% plus Bank of England base of 0.5%, totalling 8.5%. Parties cannot contract out of the Act's provisions.
18. The corrections remain the copyright of the Freelancer until payment is made. That is, payment must be made before publication.
19. The information that the Client and the Freelance may keep on record is covered by the terms of the General Data Protection Regulation (GDPR, 2018). 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 Freelancer. Both the Client and the Freelancer 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.
20. Either the Client or the Freelancer has the right to terminate a contract for services if there is a serious breach of its terms.
21. If the Freelancer has proofread the work, she will be entitled to receive one free copy of the work.
22. The Freelancer may use the Client's name in her/his promotional material.
23. This agreement is subject to the laws of England and Wales and both Freelancer and Client agree to submit to the jurisdiction of the English and Welsh courts.

Signed by the Freelancer:

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

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

Signed by the Client:

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

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

*(Last updated May 2018)*