

Annie Deakins – Proofnow Proofreader

Terms & Conditions for Students

1. These terms & conditions apply to any work done for the Client by the Freelancer.
2. The Freelancer will provide service(s) as mutually agreed, confirmed in writing by the Client.
3. **The Freelancer will abide by the proofreading guidelines of the educational establishment, if the academic writing is for a University or College. Proofreading will not entail any intervention that would substantially change the content of a piece of work. The Freelancer will not take on responsibility for making the final decision on any changes to a Student's text. The Student is always ultimately responsible for the work submitted. On receiving work back from the Freelancer, Students must therefore allow themselves good time to consider each correction – spelling, punctuation and grammar - very carefully in order to make the final decision themselves on if and how to change the original text. The Student must maintain ownership of corrections. In addition to text corrections, the Freelancer will provide summary feedback to the Student in the form of a list of the main or common errors noted, so that the Student writer can hopefully progress their future writing as a result of the proofreading process.**
4. The corrections remain the copyright of the Freelancer until payment is made. That is, payment must be made before publication.
5. 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.
6. The Client will reimburse the Freelancer for agreed reasonable expenses over and above usual expenses incurred in the process of editorial work.
7. 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.
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.
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 Freelancer may renegotiate the fee and/or the deadline.
10. 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.
11. If the project is lengthy, the Freelancer may invoice periodically for completed stages, including a deposit of up to 20%.
12. Any content created by the Freelancer as part of the copy-editing/proofreading/project management process will become the copyright of the Client, unless otherwise agreed.
13. 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.
14. The Freelancer guarantees that any work that she/he subcontracts on behalf of the Client will be completed to the same standard, schedule and budget and with the same conditions of confidentiality.
15. If the Freelancer's work is unsatisfactory, the Freelancer will rectify it in her/his own time and at her/his own expense.
16. **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.

17. The information that the Client and the Freelancer 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.
18. Either the Client or the Freelancer has the right to terminate a contract for services if there is a serious breach of its terms.
19. The Freelancer may use the Client's name in her/his promotional material.
20. 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)