



## Terms & Conditions

### 1. General overview

- 1.1 These terms and conditions apply to any work done on behalf of the Client (you) by the Freelancer (Charlotte Anne Polland).
- 1.2 The Freelancer will provide service(s) agreed upon (in writing) by the Client and the Freelancer.
- 1.3 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.
- 1.4 The work will be carried out unsupervised at such times and places as determined by the Freelancer, using her own equipment.
- 1.5 The work will be carried out by the Freelancer. The Freelancer will not subcontract projects, or parts of projects, to third parties.
- 1.6 The Freelancer confirms that she is self-employed, responsible for her own income tax and National Insurance contributions, and will not claim benefits granted to the Client's employees.
- 1.7 The Freelancer is not VAT-registered.
- 1.8 The contract of service requires that the Client acknowledges, in writing, that they have read, understood and agreed to these terms and conditions.

### 2. Project terms

2.1 Prior to commencement of service(s), the Client and the Freelancer will agree, in writing (including email), the terms of the project:

- the medium in which the service(s) 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 the Freelancer
- a fee for the project, based on a quotation supplied by the Freelancer, in writing (including email), following her evaluation of the material to be proofread/edited and the time frame required to complete the project
- any expenses (e.g. postage) that the Client will bear in addition to the costs of the service(s)
- the date by which the material will be delivered by the Client to the Freelancer
- the latest date by which the completed project will be returned, following the advice of the Freelancer 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, the Freelancer may renegotiate the fee and/or the deadline, or decline to carry out the work.

### 3. Quotations and fees

- 3.1 A quotation for the work will be provided by the Freelancer to the Client following her 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 the Freelancer 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 the Freelancer a fee per 1,000 words OR per hour OR an agreed flat fee for the project, as agreed in writing.
- 3.4 The Client agrees to pay the non-refundable booking fee (deducted from final invoice) within 3 days of sending the contract of services agreement (unless otherwise agreed).

**3.5** Unless otherwise agreed, the Freelancer will supply the Client with an invoice immediately upon completion of the project.

**3.6** Unless otherwise agreed at the outset, payment will be made within 30 days of receipt of invoice, according to the Late Payment of Commercial Debts (Interest) Act 1998 (amended 2002 and 2013).

#### **4. Cancellation policy**

**4.1** Both the Client and the Freelancer have the right to terminate a contract for services at any time if there is a serious breach of its terms.

**4.2** The Client is free to cancel a service for any reason by providing the Freelancer with written notice (including email); the Freelancer must acknowledge this cancellation in writing (including email) for this to be valid.

**4.3** The Freelancer may cancel a service at any time for any reason by providing written notice (including email) to the Client. In the unlikely event that the Freelancer cancels a service, she will provide a prorated refund of any overages of fees paid.

**4.4** If, in the unlikely event that the Client is touched by extraordinary or difficult circumstances that cause cancellation or delay (e.g. family crisis, illness, bereavement), the Client should contact the Freelancer to discuss the terms of the cancellation policy. The Freelancer aims to be fair and helpful at all times.

**4.5** If the Freelancer is touched by extraordinary or difficult circumstances that cause cancellation (e.g. family crisis, illness, bereavement), she will contact the Client in writing at the earliest opportunity and do her best to renegotiate the time frame of the project or find an alternative supplier of service(s).

**4.6** If the Client cancels the work during the project, the Freelancer reserves the right to invoice for 100% of the agreed fee.

#### **5. Confidentiality, privacy policy and GDPR**

**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** The information that the Client and the Freelancer 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 Freelancer and the Client. 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. Either 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 the Freelancer by the Client for the project is owned by the Client.

**6.2** In this respect, the Client agrees to hold the Freelancer 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 invoice, any content created by the Freelancer as part of the proofreading/editing process will become the copyright of the Client unless otherwise agreed.

#### **7. Acknowledgements in published works and promotional material**

**7.1** There is no requirement for the client to mention the Freelancer in the published work's acknowledgements section. However, the Client agrees that the Freelancer will have the opportunity to review any such mention prior to publication, or to decline to be mentioned.

**7.2** The client agrees that the Freelancer may use their name and that of the published work in her promotional material.

#### **8. Legal jurisdiction**

**8.1** This agreement is subject to the laws of England and Wales [or Scots or Northern Ireland law, as appropriate], and both the Client and the Freelancer agree to submit to the jurisdiction of the English and Welsh [or Scots or Northern Ireland] courts.