

MandaWaller

Fiction Editing and Proofreading



Terms & conditions

1. General

1.1 These terms & conditions apply to any work done for the Client (you) by me (Manda Waller|Fiction Editor).

1.2 The Client is under no obligation to offer me work; neither am I under any obligation to accept work offered by the Client.

1.3 I will provide proofreading/editing service(s) as mutually agreed and confirmed in writing by the Client.

1.4 The work will be carried out unsupervised at such times and places as determined by me, using my own equipment.

1.5 I confirm that I am self-employed, and 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 so there will be no VAT to add to my fee.

2. Project Specifics

2.1 Prior to the commencement of the proofreading/editing work, the Client and I will agree, in writing (including email), the terms of the project:

- the medium in which the work will be carried out (e.g. in Word)
- how the work will be annotated (e.g. using Track Changes within Word)
- the length of time that the project will take, as advised by me.
- the fee for the project, based on a quotation that I will supply in writing (including email) following my evaluation of the material to be edited/proofread and the timeframe required to do the job.
- the latest date that the material will be delivered to me by the Client
- the deadline by which the project will be returned to the Client

2.2 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, I may renegotiate the fee and/or the deadline.

3. Fees

3.1 I will provide the Client with a quotation, based on my assessment of a representative sample of the text, and a discussion with the Client as to what is required

3.2 Once the Client and I have agreed the full fee, it is non-negotiable unless the

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Client extends the word count of the job, or requests additional services. In this situation, I will provide a revised quotation and will discuss a revised timescale with the Client.

3.3 The client will pay me an agreed fee per 1,000 words OR a flat fee for the project, as agreed in writing.

3.4 Unless otherwise agreed, I will issue the Client with an invoice immediately upon completion of the proofreading/editing project.

3.5 Payment for completed projects should be made within 14 days.

3.6 Payment for booking fees should be made within 3 days.

3.7 Unless otherwise agreed, the quoted fee is for **one pass** of the manuscript. Additional passes become new projects, and the terms for these will be negotiated separately.

4. **Booking Confirmation Form**

4.1 The booking confirmation form is an agreement of services between myself and the Client.

5. **Booking Fee**

5.1 Once the Client has sent me a completed booking form, I will issue an invoice for the booking fee.

5.2 Booking fees are **non-refundable**

5.3 For a project with a total fee in excess of £500, the Client will pay a booking fee of £250. This fee will be deducted from the final invoice and is non-refundable.

5.4 For a project with a total fee of £500 or less, the Client will pay the full fee up front. This fee is non-refundable.

5.5 By completing the booking form, the Client is committing to using my proofreading/editing services for a specific project at a specific time.

5.6 By completing the booking form, the Client is confirming that they have read these terms and conditions. From the point at which the booking form is received by me, the Client agrees to be bound by the cancellation policy as outlined below.

5.7 If the booking fee is not received by me within 3 days of the booking form being completed and returned by the Client, I reserve the right to renegotiate the timescales involved in the proofreading/editing project.

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6. **Cancellation Policy**

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

6.2 Cancellation of a service must be made in writing (including email) and receipt of the notification to cancel must be acknowledged in writing (including email)

6.3 In the unlikely event that I cancel my service, I will provide a pro-rata'd refund of any fees paid (including the booking fee).

6.4 In the unlikely event that the Client is affected by extraordinary or difficult circumstances that cause cancellation or delay (for example family illness, bereavement or crisis), the Client should contact me to discuss the cancellation terms as I aim to be fair and supportive at all times.

6.5 In the unlikely event that I am affected by extraordinary or difficult circumstances that cause cancellation or delay (for example family illness, bereavement or crisis), I will contact the Client in writing (including email) at the earliest possible opportunity. I will do my best to suggest an alternative timeframe for the project or find an alternative supplier of proofreading/editing services.

7. **Copyright**

7.1 All content delivered to me by the Client for the purposes of proofreading or editing is owned by the Client.

7.2 In this respect, the Client agrees to hold me 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

7.3 Following payment of my invoice, any content created by me as part of the copyediting/proofreading/project management process will become the copyright of the Client, unless otherwise agreed.

8. **Confidentiality**

8.1 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.

8.2 The information that the Client and myself 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 myself. Both the Client and myself agree that, where consent is required to hold or process such

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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.

9. **Promotion and Acknowledgement in Published Works**

10.1 The Client hereby gives me permission to use their name, an image of the cover of their text, and any testimonials in my promotional material.

10.2 There is no expectation for the Client to mention me in the published works. However, the Client agrees that I will have the opportunity to review any such mention prior to publication, or to decline to be mentioned.

10. **Legal Jurisdiction**

11.1 This agreement is subject to the laws of England and Wales, and both myself and the Client agree to submit to the jurisdiction of the English and Welsh courts.

Signed by the Freelancer:

Name: _____

Date: _____

Signed on behalf of the Client:

Name: _____

Position: _____

Date: _____