

## Terms and Conditions for work undertaken by:

Helen Bleck

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My terms and conditions are based on the model terms and conditions provided by the Society for Editors and Proofreaders (<u>SfEP</u>)

Below, 'the Client' refers to [Subject].

- 1 These terms and conditions apply to any work done for the Client, by me (Helen Bleck).
- The Client is under no obligation to offer me work and I am under no obligation to accept work offered by the Client.
- I will provide service(s) as mutually agreed and confirmed in writing by the Client. See accompanying Letter of Agreement.
- 4 My engagement begins when the Letter of Agreement is agreed in writing and first payment is received.
- The work will be carried out unsupervised at such times and places as determined by me, using my own equipment.
- I confirm that I am self-employed and that I am responsible for my own income tax and National Insurance contributions. I am not VAT registered.
- 7 The Client will pay me the fee for the job as agreed in writing. By accepting my quote, the Client agrees to these terms and conditions unless otherwise agreed in writing.

- The completed work will be delivered on or before the date agreed, for the agreed fee, and will be based on the description of the work agreed with the Client in advance.
- 9 If the Client is unable to submit the work by the agreed date, the deadline for returned work will be renegotiated. Please be aware that this may result in delays.
- 10 If, 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.
- Similarly, if, during the term of my work, additional tasks are requested by the Client, I may renegotiate the fee and/or the deadline.
- 12 If the project is lengthy, I may invoice periodically for completed stages.
- 13 I will make every endeavour to avoid errors, but accept no responsibility for any errors, ambiguity or lack of clarity that are the consequence of errors, ambiguity or lack of clarity in original material supplied.
- 14 If my work is demonstrably unsatisfactory, I will rectify it in my own time and at my own expense.
- 15 Given the vagaries of the publishing industry and book-buying public, I cannot promise that any work carried out by me will lead to the work's being taken on by an agent or publisher, or, equally, to it becoming a self-published bestseller. Nor can I guarantee the publication of any journal articles, short stories or other papers I work on, that the Client may submit for publication.

- Any content created by me as part of the copy-editing/proofreading process will become the copyright of the Client, unless otherwise agreed.
- 17 The nature and content of the work will be kept confidential and not made known to anyone other than the Client and their contractors without prior written permission.
- The Client will pay me in full for my work. Unless agreed otherwise at the outset, payment is to be divided into two parts: the first half is due on receipt of an invoice to commence work; and the final payment on delivery of the completed project. The final payment must be made within 30 days net of invoice date, according to the Late Payment of Commercial Debts (Interest) Act 1998. The Client accepts that, in the event of late or non-payment, copyright of the work remains with me until all payments have been cleared through the banking system. I may refer the matter to a debt collection agency and/or start legal proceedings. The Client accepts full liability for meeting the additional costs that would be incurred by such legal action.
- 19 Under the terms of the General Data Protection Regulation 2018, the Client and I may keep on record such information (e.g. contact details) as is necessary. Either may view the other's records to ensure that they are relevant, correct and up to date.
- I may use the Client's name or, if applicable, the Client's nom de plume, in my promotional material, for example in a list of recent clients, although no information about the nature of the work will be given unless by written agreement with the Client. (I will not use individuals' names unless they expressly agree to their name being given in relation to a testimonial for services provided.)
- 21 Either the Client or I have the right to terminate a contract for services if there is a serious breach of its terms.

22	If I have made a substantial contribution to the copy-editing/proofreading/project	
	management of the work, I will be entitled to rece	eive one free copy of the work.
22	<del>-</del> 1:	
23	This agreement is subject to the laws of Scotland a	and both the Client and I agree to
	submit to the jurisdiction of the Scottish courts.	
Signe	ed by Helen Bleck:	
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Nam	e:	-
Date	:	
Signe	ed by the Client ([Subject]):	
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Nam	e:	<del>-</del>
Date	:	