

Terms and Conditions of Business for Commissioned Copyediting Services

1. These terms and conditions apply to any copyediting/proofreading project undertaken for the Client by Clare Ferguson, henceforth referred to as the Freelancer.
2. The Freelancer shall provide services as mutually agreed and confirmed in writing.
3. The completed project shall be delivered on or before the date agreed and for the agreed fee, which will be based on the source text and description of the work required, both supplied by the Client.
4. If, however, upon receipt of the text 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 discussions, the Freelancer may renegotiate the fee and/or deadline.
5. Similarly, if, during the term of the Freelancer's work, additional tasks are requested by the Client, the Freelance may renegotiate the fee and/or deadline.
6. If the project is lengthy, the Freelancer may invoice periodically for completed stages.
7. Where delivery is in instalments and notice has been given that an interim payment is overdue, the Freelancer shall have the right to stop working on the project until the outstanding payment is made or other terms agreed.
8. If work is commissioned and subsequently cancelled, reduced in scope or frustrated by an act or omission on the part of the Client or any Third Party, the Client shall, except in the circumstances described in clause 9, pay the Freelancer the full fee unless otherwise agreed in advance.
9. Neither the Freelancer nor the Client shall be liable to the other or any Third Party for consequences that are the result of circumstances wholly beyond the control of either Party.
10. The Freelancer shall notify the Client as soon as is reasonably practical of any circumstances likely to prejudice the Freelancer's ability to comply with the terms of the Client's order and assist the Client as far as is reasonably practical to identify an alternative solution.
11. Any content created by the Freelancer as part of the copyediting/proofreading process will become the copyright of the Client, unless otherwise agreed.
12. 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.
13. Unless agreed otherwise at the outset, payment will be made within 30 days of receipt of the Freelancer's invoice, according to the Late Payment of Commercial Debts (Interest) Act 1998. Any payment that is not made before the due date shall bear interest at the rate of eight per cent (8%) above the base rate of Barclays Bank from time to time calculated on a daily basis from the date when such payment fell due until the date of payment. In addition, a fixed sum of 40 GBP will be charged for the cost of recovering the late payment.
14. Under the terms of the Data Protection Act 1998, the Client and the Freelancer 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.
15. Either the Client or the Freelancer has the right to terminate a contract for services if there is a serious breach of its terms.
16. Any complaint in connection with work undertaken shall be notified to the Freelancer by the Client (or vice-versa) within one month of the date of delivery of the project. If the Parties are unable to resolve the complaint, the matter may be referred by either Party to the Chartered Institute of Arbitrators. Such referral shall be made no later than two months from the date on which the original complaint was made.

17. If a dispute cannot be resolved amicably between the Parties, or if either Party refuses to accept arbitration, the Parties shall be subject to the exclusive jurisdiction of the Courts of England and Wales. In any event this Agreement shall be construed in accordance with English law.
18. The work shall be carried out by the Freelancer using reasonable skill and care and in accordance with the provisions and spirit of the Society for Editors and Proofreaders' Code of Practice (available at <http://www.sfep.org.uk/pdocs/sfepcop.pdf>).
19. Neither Party shall be liable to the other in respect of any consequential or indirect loss whatsoever.
20. This Agreement shall come into effect either: (i) when the Client signs the Agreement; or (ii) when the Client commences delivery of the source material; or (iii) when the Freelancer provides any services under the Agreement, whichever is the earlier.