

## TERMS AND CONDITIONS

### *ACCEPTANCE OF TERMS AND CONDITIONS*

Please read the following Terms and Conditions before accepting my quote, and confirm in writing (which includes email) that you agree with them. The Terms and Conditions are in place to protect both parties. I will not be able to start any work for you until they have been accepted.

If you have any questions or concerns, please don't hesitate to contact me, and I will be happy to clarify anything for you.

### *1. GENERAL OVERVIEW*

**1.1** These Terms and Conditions apply to any work done for the Client (sometimes referred to as "you") by Charlotte Cooke of *Proofreading By Charlotte* (referred to as "me" or "I").

**1.2** If the Client breaches any of the Terms and Conditions, I will hold them fully responsible for any legal claims for expenses, liability or financial losses.

**1.3** The Client is under no obligation to offer me work after receiving the quote; neither am I under any obligation to accept work offered by the Client.

**1.4** I confirm that I am self-employed, am responsible for my own income tax and National Insurance contributions, and will not claim benefits granted to the Client's employees.

**1.5** I am not VAT-registered.

### *2. WORK OVERVIEW*

**2.1** I will provide proofreading or copy-editing services agreed upon in writing (including email) by myself and the Client.

**2.2** The work will be carried out by me. I will not subcontract any work to third parties.

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

**2.4** Prior to commencement of the proofreading or copy-editing work, the Client and I will agree on the terms in writing (including email), including the fee, how the work will be carried out (Word, PDF file or on paper), and the completion date.

**2.5** The completed work will be delivered on or before the date discussed, for the agreed fee, which will be based on the description of the work required as well as the brief, both supplied by the Client.

**2.6** If, however, it becomes apparent that significantly more work is required than had been anticipated, I reserve the right to renegotiate the fee or the deadline.

**2.7** I will return the work by sending it as an email attachment to the Client, using the email address supplied.

**2.8** If I have been asked to proofread on paper, I will return the document by Royal Mail Tracked delivery. Delivery costs will be added to the final invoice.

### **3. QUOTATIONS AND FEES**

**3.1** A quotation for the work will be provided for the Client by me, after we have discussed such terms as mentioned above in **2.4**.

**3.2** Once work has commenced, I am entitled to amend the fees due to any increased costs resulting from altered or additional instructions, or any delays caused by the Client.

**3.3** Any quotation confirmed in writing (including email) will remain valid for 28 days from the date of the quotation.

**3.4** The Client will pay me a fee per a thousand words OR an hourly fee OR an agreed flat rate, according to prior agreement.

**3.5** If the total fee totals to £500 or above, I will request a 50% non-refundable deposit, to be paid on commencement of work.

**3.6** Unless otherwise agreed, I will supply the Client with an invoice immediately upon completion of the proofreading or copy-editing work.

**3.7** Unless otherwise agreed, payment should be made by bank transfer within 30 days of receipt of my invoice. I reserve the right to charge interest should payment exceed 30 days.

### **4. RESPONSIBILITY AND LIABILITY**

**4.1** If I am proofreading or copy-editing sections of the work separately, rather than the entire text at once, it will remain the Client's responsibility to ensure that the final text is consistent.

**4.2** If the Client is unable to send the work to me at the agreed time and on the agreed date, then I reserve the right to change the completion date.

**4.3** Furthermore, if I am unable to complete the work before the original deadline because of this change, I reserve the right to refuse to do the work.

**4.4** Issues relating to copyright and any potential legal issues arising from the publication of the text are the responsibility of the client. I will raise a query about any obvious such issues, but I will not check for plagiarism.

**4.5** The Client holds full responsibility for the content of their work. I cannot be held responsible for the legality or validity of the information that is included in the work.

**4.6** I aim to provide an accurate, thorough and reliable proofreading or copy-editing service. However, due to the possibility of human error, I cannot guarantee 100% accuracy, and occasionally may miss an error.

### **5. COMPLAINTS**

**5.1** In the event that the Client is unhappy with my work, I request that the Client contacts me as soon as possible, and I will do my best to remedy the situation.

**5.2** Depending on the situation, any amendments needed to rectify the complaint will be completed at no extra charge.

5.3 All complaints or requests for amendments must be made within 7 days of receipt of the completed work.

5.4 However, if any requested amendments breach any clauses relating to plagiarism, copyright or other legal issues referred to within these Terms and Conditions, I retain the right to refuse to make the requested amendments.

## **6. CANCELLATION AND REFUND POLICY**

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

6.2 I may cancel a service at any time for any reason by providing written notice (including email) to the Client. In the unlikely event that I do cancel the service, I will provide a full refund.

6.3 The Client can cancel a service for any reason by providing me with written notice (including email).

6.4 If the Client cancels once work has commenced, I reserve the right to invoice for the work completed to date.

6.5 If in the event that the Client is touched by extraordinary or difficult circumstances that cause cancellation or delay (eg, family crisis, illness or bereavement), I request that the Client contacts me to discuss the terms of the cancellation policy.

6.6 Alternatively, in the event that I am touched by extraordinary or difficult circumstances that cause cancellation (eg, family crisis, illness or bereavement), I will contact the Client in writing at the earliest opportunity, and do my best to renegotiate the time frame of the work or find an alternative supplier of proofreading or copy-editing services.

## **7. SECURITY AND LOSS**

7.1 I will try to ensure that any files originating from my computer are free from viruses, but I can make no warranty about this or guarantee it.

7.2 The Client should check all emails, attachments and other files to ensure that they are virus-free before accessing them or sending them to me.

7.3 If I suspect that a virus has contaminated the Client's work, I reserve the right to cancel the work, including any remaining work due to be carried out.

7.4 I will always save a copy of the work in its original form. However, I request that the Client also retains their original copy.

## **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 without prior written permission.

8.2 I will not, under any circumstances, upload the Client's files to external websites or distribute them to third parties, unless specifically authorised to do so by the Client in writing (including email).

8.3 I may use the Client's name in my promotional material, but will obtain written permission first.

## ***9. PRIVACY POLICY***

**9.1** Please read my Privacy Policy, which explains the data I collect, how I use and store it, and my compliance with the GDPR.

**9.2** Personal data and work files are held for the purposes of providing my proofreading or copy-editing service, and to ensure HMRC compliance.

**9.3** I reserve the right to disclose personal information if:

- a) Mandated by law.
- b) In connection with any court actions brought by the Client against me.
- c) In the good-faith belief that such action is necessary to protect and defend the rights, property or safety of my website, its users or the public.

**9.4** I keep the files in password-protected cloud-based storage and use an external hard drive for back up too.

## ***10. COPYRIGHT***

**10.1** All content delivered to me by the Client is owned by the Client.

**10.2** Any content created by me as part of the proofreading or copy-editing process will become copyright of the Client, unless otherwise agreed.

**10.3** The Client therefore 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.

## ***11. LEGAL JURISDICTION***

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

## ***12. DISCLAIMER AND THE USE OF THE WEBSITE***

**12.1** The information on the website is for general information purposes only, and I do my best to keep it up to date. It is subject to change without notice.

**12.2** Every effort is made to keep the website up and running smoothly. However, I cannot guarantee continued and uninterrupted availability of the website, and I am not liable if the website is temporarily unavailable because of technical issues beyond my control.

**12.3** The Client agrees that the website will not be used for illegal purposes, and will respect all applicable laws and regulations.

**12.4** The Client also agrees not to compromise the security of the website.

**These Terms and Conditions were last updated on 4<sup>th</sup> January 2024.**