

## Terms and Conditions

1. These terms and conditions apply to any work done for the Client (you) by the Freelance (me, Anne Gillion, copy-editor and proofreader, ASG EDITORIAL).
2. The Client is under no obligation to offer me work; neither am I under any obligation to accept work offered by the Client.
3. I will provide service(s) as mutually agreed, confirmed in writing by the Client.
4. The work will be carried out unsupervised at such times and places as determined by me using my own equipment.
5. I confirm that I am self-employed, not VAT registered, responsible for my own income tax and National Insurance contributions, and will not claim benefits granted to the Client's employees.

## Fees and expenses

6. I agree to attend the Client's premises or other agreed premises for necessary meetings. The time spent and agreed reasonable expenses incurred are to be reimbursed by the Client.
7. The Client will reimburse me for agreed reasonable expenses over and above usual expenses incurred in the process of editorial work.
8. The Client will pay me a fee per hour OR per printed page OR an agreed flat fee for the job.
9. The completed work will be delivered on or before the date agreed, for the agreed fee, which will be based on the description of the work required and the brief, both supplied by the Client.
10. 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.
11. Similarly, if, during the term of my work, additional tasks are requested by the Client, I may renegotiate the fee and/or the deadline.

## Project terms

12. Any content created by me as part of the copy-editing/proofreading/project management process will become the copyright of the Client unless otherwise agreed.

13. 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.
14. I guarantee that any work that I subcontract on behalf of the Client will be completed to the same standard, schedule and budget and with the same conditions of confidentiality.
15. If my work is unsatisfactory, I will rectify it in my own time and at my expense.
16. Either party (Client or Freelance) have the right to terminate a contract for services if there is a serious breach of its terms.

## Payment

17. Unless agreed otherwise at the outset, payment will be made within 30 days of receipt of my invoice, according to the Late Payment of Commercial Debts (Interest) Act 1998 (amended 2002 and 2013).
18. If the project is lengthy, I may invoice periodically for completed stages.

## Privacy

19. The information that the Client and I 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 me. Both the Client and I 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.

## General

20. If I have made a substantial contribution to the copy-editing/proofreading/project management of the work, I will be entitled to receive one free copy of the work.
21. I may use the Client's name in my promotional material.
22. This agreement is subject to the laws of England and Wales [or Scots or Northern Ireland law, as appropriate], and both Freelance and Client agree to submit to the jurisdiction of the English and Welsh [or Scots or Northern Ireland] courts.

Signed by the Freelance:

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Name: ANNE GILLION

Date:

Signed by or on behalf of the Client:

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Name:

Position:

Date:

These model terms & conditions were drawn up by former publications director of the Society of Editors and Proofreaders (SfEP) Gillian Clarke and Anne Waddingham, an Advanced Professional Member with experience as both a client and a freelance, in consultation with FirstAssist (the LawCare Service to which the SfEP then subscribed), copyright and contract consultant Richard Balkwill and Mark Seaman of Sweet & Maxwell. Clause 19 was amended on 25 May 2018 with the introduction of the GDPR.