

Proofed Beyond Doubt



for all your proofreading needs

Terms and conditions

- 1: These terms and conditions apply to any work done for the Client by Proofed Beyond Doubt.
- 2: The Client is under no obligation to offer Proofed Beyond Doubt work; neither is Proofed Beyond Doubt under any obligation to accept work offered by the Client.
- 3: Proofed Beyond Doubt 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 Proofed Beyond Doubt, using their own equipment.
- 5: Proofed Beyond Doubt confirms that the proprietor, Gordon R Hooper is self-employed, is responsible for her/his own income tax and National Insurance contributions, and for paying VAT (where applicable) and will not claim benefits granted to the Client's employees.
- 6: Proofed Beyond Doubt agrees to attend the Client's or other premises for necessary meetings, the time spent and agreed reasonable expenses incurred to be reimbursed by the Client.
- 7: The Client will reimburse Proofed Beyond Doubt for agreed reasonable expenses over and above usual expenses incurred in the process of editorial work.
- 8: The Client will pay Proofed Beyond Doubt a fee per hour *OR* per printed page *OR* an agreed flat fee for the job, plus VAT where applicable.
- 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, upon 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, Proofed Beyond Doubt may renegotiate the fee and/or the deadline.
- 11: Similarly, if, during the term of Proofed Beyond Doubt's work, additional tasks are requested by the Client, Proofed Beyond Doubt may renegotiate the fee and/or the deadline.

12: If the project is lengthy, Proofed Beyond Doubt may invoice periodically for completed stages.

13: Any content created by Proofed Beyond Doubt as part of the copy-editing/proofreading/project management process will become the copyright of the Client, unless otherwise agreed.

14: 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.

15: Proofed Beyond Doubt guarantees that any work that they subcontract on behalf of the Client will be completed to the same standard, schedule and budget and with the same conditions of confidentiality.

16: If Proofed Beyond Doubt's work is unsatisfactory, Proofed Beyond Doubt will rectify it in their own time and at their own expense.

17: All submissions are proofread to a high and exacting standard using Proofed Beyond Doubt's full range of technical, linguistic, editing and grammatical expertise. However, Proofed Beyond Doubt provides no guarantee that a Client's work will be error free, and the ultimate responsibility for accepting or rejecting the work rests with the Client.

The Client is responsible for checking their returned document upon receipt and accepts that it will, at all times, be responsible for reviewing the final version of the material for any use or publication and that any error or loss arising out of such use or publication remains the sole liability of the Client.

Proofed Beyond Doubt can therefore take no responsibility and accepts no liability for any loss, damages or costs caused by any errors left in the document.

18: Unless agreed otherwise at the outset, payment will be made within 30 days of receipt of Proofed Beyond Doubt's invoice, according to the Late Payment of Commercial Debts (Interest) Act 1998.

19: Under the terms of the Data Protection Act 1998, the Client and Proofed Beyond Doubt 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.

20: Either the Client or Proofed Beyond Doubt has the right to terminate a contract for services if there is a serious breach of its terms.

21: If Proofed Beyond Doubt has made a substantial contribution to the copy-editing/proofreading/project management of the work, they will be entitled to receive one free copy of the work.

22: Proofed Beyond Doubt may use the Client's name in their promotional material.

23: This agreement is subject to the laws of England and Wales, and both Proofed Beyond Doubt and the Client agree to submit to the jurisdiction of the English and Welsh courts.

Based on the Society for Editors and Proofreaders model terms and conditions.

Effective 10 December 2009

Signed on behalf of Proofed Beyond Doubt:

Name: _____

Date: _____

Signed on behalf of the Client:

Name: _____

Position: _____

Company Name: _____

Date: _____