

GH Editorial: Terms and conditions

Version 1.5

Introduction

The following terms and conditions shall apply to any freelance proofreading or editing work carried out by Graham Hughes ('the Freelance' – see below), unless expressly agreed otherwise in writing by both the Freelance and the Client.

Definitions

'The Freelance'

Graham Hughes, trading as GH Editorial, of Chester, United Kingdom (website: www.gh-ed.com).

'The Client'

Unless agreed otherwise in writing by all parties, the person with whom the Freelance agrees terms for the work shall be considered as the Client for the purposes of these terms and conditions.

Terms and conditions

Note: Items 1–22 below are the same as the [model terms and conditions](#) of the Society for Editors and Proofreaders (SfEP) as of 25 May 2018.

1. These terms and conditions apply to any work done for the Client by the Freelance.
2. The Client is under no obligation to offer the Freelance work; neither is the Freelance under any obligation to accept work offered by the Client.
3. The Freelance 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 the Freelance, using his own equipment.
5. The Freelance confirms that he is self-employed, is responsible for 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. The Freelance 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 the Freelance for agreed reasonable expenses over and above usual expenses incurred in the process of editorial work.
8. The Client will pay the Freelance a fee per hour OR per printed page OR an agreed flat fee for the job, plus VAT where applicable.¹
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, the Freelance may renegotiate the fee and/or the deadline.
11. Similarly, if, during the term of the Freelance's work, additional tasks are requested by the Client, the Freelance may renegotiate the fee and/or the deadline.

¹ Currently, VAT is not applicable, as the Freelance is not VAT-registered.

12. If the project is lengthy, the Freelance may invoice periodically for completed stages.
13. Any content created by the Freelance 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.²
15. The Freelance guarantees that any work that he subcontracts on behalf of the Client will be completed to the same standard, schedule and budget and with the same conditions of confidentiality.³
16. If the Freelance's work is unsatisfactory, the Freelance will rectify it in his own time and at his own expense.
17. Unless agreed otherwise at the outset, payment will be made within 30 days of receipt of the Freelance's invoice, according to the Late Payment of Commercial Debts (Interest) Act 1998 (amended 2002 and 2003).
18. The information that the Client and the Freelance 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 the Freelance. Both the Client and the Freelance 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.⁴
19. Either the Client or the Freelance has the right to terminate a contract for services if there is a serious breach of its terms.
20. If the Freelance has made a substantial contribution to the copy-editing/proofreading/project management of the work, he will be entitled to receive one free copy of the work.⁵
21. The Freelance may use the Client's name in his 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.
23. The Client agrees to provide their current postal address, which the Freelance will need to use when creating an invoice in order to comply with HMRC requirements (for invoicing, and for record-keeping for at least six years).
24. Unless agreed otherwise in advance, the Freelance shall send an invoice (normally via email) on completion of the work.
25. If the Freelance does not receive the material to be proofread or edited by the agreed time on the agreed date, he is not obliged to meet the stated deadline or target for completion, and reserves the right to postpone some or all of the work until a later date/time.
26. If a job is cancelled after work has begun, a pro rata fee will be charged, based on the proportion of the work that has been completed (or, if an hourly payment rate has been agreed, on the number of hours worked).
27. If the Client pays a deposit, it is non-refundable, unless the Freelance cancels the job, in which case it will be refunded either in full or on a pro-rata basis, depending on the amount of work completed.
28. If the Freelance provides a quote on the basis of a sample provided by the Client, the Freelance reserves the right to invalidate the quote if he subsequently discovers that it was not reasonably representative of the actual content that was submitted for proofreading/editing.

² The Freelance does not normally subcontract work, and will not do so without the Client's express prior agreement.

³ See note 2.

⁴ See also the Freelance's data protection policy, particularly in relation to the GDPR (General Data Protection Regulation).

⁵ The Freelance does not normally expect to receive a free copy of the work. The Client should not feel obliged to send one.

29. Following completion of the agreed work and handover to the Client, the Freelance will generally be willing to answer some subsequent queries from the Client, but does not guarantee to do this immediately or to spend an unlimited amount of time on it.
30. If the Freelance does not receive the agreed payment within the timescale stated on the invoice, he reserves the right to issue a further invoice with the following amounts added to the initial fee, as per the terms of the UK Late Payment of Commercial Debts (Interest) Act 1998 (amended 2002 and 2003):
 - a. interest for each day beyond the end of the stated payment period, calculated on a per annum basis as 8 per cent plus the current Bank of England base rate;
 - b. a compensation amount as defined on the UK Government [web page](#) regarding the Late Payment of Commercial Debts (Interest) Act 1998.
31. The Freelance shall not accept any responsibility for litigation in connection with the use of the published material.
32. In connection with item 21: if appropriate (for example, if the work is a book), the Freelance may also use the title of the work in his promotional material.

Update history

<i>Version</i>	<i>Date</i>	<i>Summary of changes</i>
1.1	9 Feb 2018	<p>Section B ('Additional terms and conditions') merged into Section A (formerly 'Model terms and conditions of the Society for Editors and Proofreaders (SfEP)', now 'Main terms and conditions'), with note about SfEP model added underneath Section A heading.</p> <p>Added item 23 in Section A, regarding client's postal address.</p> <p>Updated items referring to the Late Payment of Commercial Debts (Interest) Act 1998, to include '(amended 2002 and 2003)'.</p> <p>Added footnote to item 18 in Section A regarding GDPR.</p> <p>Rearranged sub-item 30(b) in Section A, with no material change to its meaning.</p> <p>Relabelled Section C ('Additional terms and conditions applicable to working for students') as B.</p> <p>Footnotes used instead of asterisked notes.</p>
1.2	8 May 2018	<p>Removed letterhead; amended definition of 'The Freelance' to include website address.</p>
1.3	25 May 2018	<p>In introduction to Section A:</p> <ul style="list-style-type: none"> • after reference to SfEP model terms and conditions, changed 'as of' date from 9 February 2018 to 25 May 2018; • removed the text 'other than some minor rewording (e.g. deleting "she")', as this seems unnecessary. <p>Also in Section A:</p> <ul style="list-style-type: none"> • adopted the SfEP's revised wording for item 18, taking account of the General Data Protection Regulation; • removed mention of the title of the work in item 21, and added item 32 to cover this (to keep items 1–22 in line with the SfEP model).
1.4	9 July 2018	<p>Added footnote to item 20 in Section A, regarding receiving a free copy of the work, for clarification.</p>
1.5	8 Nov 2018	<p>Moved items relating to student work from Section B to a separate document.</p> <p>Renamed 'A. Main terms and conditions' as 'Terms and conditions'.</p>