Jacqueline Harvey
editorial services
email jlkharvey@sfep.net
website www.jacquelineharvey.net

Terms and Conditions

In addition to these Terms and Conditions, I am bound by the Chartered Institute of Editing and Proofreading's Professional Practice Code as an Advanced Professional Member.

These Terms and Conditions apply to any work done for you by me.

General

1 I will provide the editorial services (the **Services**) that have been mutually agreed between us and confirmed in writing (the **Agreement**).
2 You are under no obligation to offer me work, nor am I under any obligation to accept work offered by you.
3 The work will be carried out unsupervised at such times and places as determined by me, using my own equipment.
4 I confirm that I am self-employed; am responsible for my own income tax, National Insurance contributions and VAT; and will not claim benefits granted to your employees.

Scope of the work

5 Following commencement, any changes to the scope of the Service(s) must be agreed between us, and I reserve the right to revise any fee estimate(s) as a result of any additional time and/or resources that may be required.

Schedule

6 The commencement date and completion date for the provision of my Service(s) will be mutually agreed in advance and in writing.
7 If the script is sent by you later than the agreed commencement date, I may need more time to complete the work and hence I reserve the right to delay the completion date without your agreement. If such a delay leads to a clash with my other scheduled commitments, we will discuss in good faith reasonable alternatives and accommodations.

Fee and payment

8 Following agreement on the scope of the Service(s), I will provide a fee estimate for the work in good faith, based on an evaluation of the script and the scope of the Service(s) we have discussed, or I will agree to invoice you for the work at an agreed hourly rate on the basis of how long it takes.
9 Insofar as is possible, my fee estimate for the work will take into account time spent on email correspondence, phone calls and online meetings relating to the Service(s). Should an enhanced level of communication in this regard be required, I reserve the right to revise the fee estimate.

10 I may request a proportion of the fee estimate for the work, or the full amount, to be paid as a deposit in advance of the commencement of the work.
11 If, at a later date, you require the scope of the Service(s) to be extended, or if unforeseen problems arise in the editing of the text, I will inform you and reserve the right to revise the fee estimate for the work.
12 If the provision of the Service(s) lasts more than one month, I may issue interim invoices at monthly intervals. The balance of any sums due will be invoiced once I have sent you the completed work.
13 All invoices should be paid within 30 days. Late payment of invoices is subject to an administration fee of £50 plus statutory interest at 8% above the Bank of England base rate from the date the debt becomes overdue in accordance with the Late Payment of Commercial Debts (Interest) Act 1998.
14 There is a minimum charge of two hours' work at my agreed hourly rate plus VAT on any project.

Copyright

15 Following payment of the final invoice, any copyright subsisting in content created by me during provision of the Service(s) will automatically be assigned to you.
16 You agree to hold me harmless from and against all claims, liabilities and expenses arising out of any potential or actual copyright infringement claimed against you.

Confidentiality

17 I will keep the nature and content of the work confidential and not make it known to anyone other than your contractors without your prior written permission.

Data

18 Any personal information that you and I keep on record is covered by the terms of all applicable data protection and privacy legislation in force in the United Kingdom including the retained EU law version of the General Data Protection Regulation ((EU) 2016/679) (UK GDPR), the Data Protection Act 2018 (and regulations made thereunder) or any successor legislation, and all other legislation and regulatory requirements in force from time to time that apply to a party relating to the use of personal data.
19 My Privacy Policy, the terms of which are incorporated into these terms and conditions, explains what data I collect, how I use and store it, and my compliance with all data protection and privacy legislation.

Termination

20 You and I both have the right to terminate the Agreement if there is a serious breach of its terms.

Acknowledgements

21 If my name is included in the acknowledgements section of the publication, I reserve the right to review such acknowledgement before publication and may decline to be mentioned.
22 I may use your name in my promotional material and/or quote any feedback you provide unless you specifically request me not to.

Quality assurance

23 Like any other professional copyeditor or proofreader, I cannot guarantee that I will provide the Service(s) without error, but I will complete the Service(s) with the reasonable degree of skill and care expected of a professional copyeditor or proofreader.

Legal jurisdiction

24 This agreement is subject to the laws of England and Wales, and we both agree to submit to the jurisdiction of the English and Welsh courts.