



## Tess Jolly – Proofreader at Poems and Proofs General Terms & conditions

1. These terms & conditions apply to any work done for the Customer by the Supplier.
2. The Customer is under no obligation to offer the Supplier work; neither is the Supplier under any obligation to accept work offered by the Customer.
3. The Supplier will provide service(s) as mutually agreed, confirmed in writing by the Customer.
4. The work will be carried out unsupervised at such times and places as determined by the Supplier, using her/his own equipment.
5. The Supplier confirms that she is self-employed, is responsible for her own income tax and National Insurance contributions, and for paying VAT (where applicable) and will not claim benefits granted to the Customer's employees.
6. The Customer will pay the Supplier a fee per hour OR per thousand words OR an agreed flat fee for the job, plus VAT where applicable.
7. 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 Customer.
8. In the unlikely event that the Supplier is unable to meet the deadline (illness, technical issues, etc.), she will contact the Customer as soon as possible with a revised date.
9. If the start date has to change because of a delay in delivering the manuscript, the Supplier reserves the right to charge an additional fee to meet the original deadline, or to move the deadline.
10. If, 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 Supplier may renegotiate the fee and/or the deadline.
11. Similarly, if, during the term of the Supplier's work, additional tasks are requested by the Customer, the Supplier may renegotiate the fee and/or the deadline.
12. If the Customer makes changes to the item after it has been submitted to the Supplier, an additional fee may be charged to cover the extra work.
13. If the project is lengthy, the Supplier may invoice periodically for completed stages.
14. Any content created by the Supplier as part of the proofreading process will become the copyright of the Customer, unless otherwise agreed.



15. The nature and content of the work will be kept confidential and not made known to anyone other than the Customer and its contractors without prior written permission.
16. Although the Supplier will endeavour to avoid errors, she accepts no responsibility for any that arise owing to the poor state of the original material.
17. The Customer is responsible for the factual content of their work. It is also their responsibility that the work is appropriate for publication. The Supplier acts no responsibility for the actions raised due to the content of the publication.
18. Perfection is not possible or guaranteed. The Supplier's edits are *suggestions* and the Customer is under no obligation to take them. The Supplier is not responsible to changes made after she has worked on the document.
19. Once the Customer has signed the work off, any remaining errors become the Customer's responsibility.
20. The Supplier asks for a non-refundable deposit of 20% when she agrees to the job. **Payment Terms including late payment:** unless agreed otherwise at the outset, payment will be made within 14 days of receipt of the Supplier's invoice, which will be sent upon return of the proofread manuscript, according to the Late Payment of Commercial Debts (Interest) Act 1998 (amended 2002 and 2013). **Please be aware that Suppliers are entitled to claim a £40 late fee upon non-payment of debts after this time, at which point a new invoice will be submitted with the addition of this fee.** If payment of the revised invoice is not received within a further 14 days, additional interest will be charged to the overdue account at a statutory rate of 8% plus Bank of England base of 0.5%, totalling 8.5%. Parties cannot contract out of the Act's provisions.
21. The corrections remain the copyright of the Supplier until payment is made. That is, payment must be made before publication.
22. The information that the Customer and the Supplier may keep on record is covered by the terms of the General Data Protection Regulation (GDPR, 2018). 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 Customer and/or the Supplier. Both the Customer and the Supplier 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.
23. Either the Customer or the Supplier has the right to terminate a contract for services if there is a serious breach of its terms.
24. The Supplier may use the Customer's name in her/his promotional material. If the Customer would rather this didn't happen, they may let the Supplier know.
25. This agreement is subject to the laws of England and Wales [or Scots or Northern Ireland law, as appropriate], and both Supplier and Customer agree to submit to the jurisdiction of the English and Welsh [or Scots or Northern Ireland] courts.