

Terms and Conditions for Berry Proofreading and Copyediting

1. These terms & conditions apply to any work done for the Client () by the Freelance (Paula Gilfillan of Berry Proofreading and Copyediting).
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 her/his own equipment.
5. The Freelance confirms that she/he is self-employed, is responsible for her/his own income tax and National Insurance contributions, and will not claim benefits granted to the Client's employees.
6. Where reasonably practicable, 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. The Freelance reserves the right to charge an additional flat fee for taskings that are less than 24 hours' notice and where work is required over a weekend or during unsociable hours.
9. The completed work will be delivered on or before the date agreed, for the agreed fee, together with the agreed number of amendments, which will all 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 Freelancer's work, additional tasks are requested by the Client, the Freelance may renegotiate the fee and/or the deadline.
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 transcription/copy-editing/proofreading/project management process will become the copyright of the Client, unless otherwise agreed. Where applicable, the Client must ensure that all copyright permissions have been sought.
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. The restrictions set out in this clause shall cease to apply to information or knowledge which is already in the public domain.
15. The Freelance guarantees that any work that she/he subcontracts on behalf of the Client will be completed to the same standard, schedule and budget and with the same conditions of confidentiality. The restrictions set out in this clause shall cease to apply to information or knowledge which is already in the public domain.
16. If the Freelancer's work is unsatisfactory, the Freelance will rectify it in her/his own time and at her/his own expense.
17. Unless agreed otherwise at the outset, payment will be made within 30 days of receipt of the Freelancer's invoice, according to the Late Payment of Commercial Debts (Interest) Act 1998 (amended 2002 and 2013).
18. The Client and the Freelance agree to comply with all applicable data protection legislation, including but not limited to the Data Protection Act 2018, General Data

- Protection Regulations 2018 and any subsequent amendments thereto. A copy of the Freelancer's privacy policy can be found at www.berryconsult.co.uk.
19. Either party has the right to terminate this contract by giving 28 days notice in writing. Either the Client or the Freelance has the right to terminate a contract for services if there is a breach of its terms. The Freelance reserves the right to terminate this agreement with immediate effect if they feel that the work and fee was falsely described, the material is offensive, would cause damage to health, the environment and reputation, and/or there is evidence of plagiarism.
 20. It is the ultimate responsibility of the client to accept or reject any suggested amendments by the Freelance. Work performed by the Freelance for the Client does not constitute any guarantee for the Client of a subsequent interview or job offer, acceptance of a paper by an academic journal or magazine, a book being accepted for publication by a publishing house, or an increase in traffic to their website. The Freelance is also not responsible for the outcome of an exam. The Freelance shall be indemnified by the Client in relation to any costs or claims arising there from.
 21. If the Freelance has made a substantial contribution to the copyediting/proofreading/project management of the work, she/he will be entitled to receive one free copy of the work.
 22. The Freelance may use the Client's name in her/his promotional material.
 23. The Freelance is an Intermediate Member of the Society for Editors and Proofreaders and works to their Code of Practice. This is available from <https://www.sfep.org.uk/standards/code-of-practice/>. If the Client has a complaint about the services provided by the Freelance, please email paula@berryconsult.co.uk.
 24. This agreement is subject to the laws of Scotland and both Freelance and Client agree to submit to the jurisdiction of the Scottish courts.
 25. These terms and conditions remain the copyright of Berry Consulting 2018. All rights reserved.

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