



**daisy editorial**

EDITING | PROOFREADING | LAYOUT

## Terms and conditions

### General

1. These terms and conditions apply to any work done for the Client ('you') by Daisy Editorial ('me/I'). Additional or alternative terms may be agreed between us on a project-by-project basis. The person who agrees the project with me will be deemed authorised to do so and authorised to accept these terms and conditions.
2. This agreement is subject to the laws of Scotland, and both you and I agree to submit to the jurisdiction of the Scottish courts.
3. All documents sent to me by mail, courier or email will be sent at your own expense and risk.
4. Under the terms of data protection and GDPR legislation, you and I may keep on record such information (e.g. contact and payment details) as is necessary for record-keeping and to fulfil contracts between us. Either may view the other's records to ensure that they are relevant, correct and up to date.

### Nature of contract

5. All work will be carried out on a freelance basis. You are under no obligation to offer me work; neither am I under any obligation to accept work offered by you. I will provide services as mutually agreed and confirmed in writing.
6. The work will be carried out unsupervised at such times and places as determined by me, using my own equipment.
7. I confirm that I am self-employed, am responsible for my own income tax and National Insurance contributions, am not registered for VAT and will not claim benefits granted to your employees (if applicable).

### Payment

8. I may request a representative sample of your project before giving an estimate of price.
9. You will provide your full name and billing address at the outset and let me know if these change.
10. You will pay me a fee per hour OR per number of words OR per printed page OR a flat fee for each project as agreed between us in pounds sterling. You will pay any additional bank or other charges in connection with transferring full payment to me.
11. If telephone calls between us take up project time beyond the agreed fee they will be charged at my hourly rate as expenses.
12. You will reimburse me for reasonable normal expenses incurred in completing the project (such as copying/printing and postage) and any other reasonable necessary expenses if applicable (for example travel should you require me to attend a meeting at your premises).
13. I may request payment in part or whole in advance of doing any work, particularly if you are a new client or are not based in the UK. If the project is lengthy, I may invoice periodically for completed stages.
14. Unless agreed otherwise at the outset, you will make payment within 20 days of the date of each invoice. I will add interest at 8% above the Bank of Scotland base rate to any late payments for the period between the due date and the date of final payment. You will also be liable to pay any costs incurred by me connected directly or indirectly with the performance of the contract between us, including recovery of the costs of collection of unpaid invoices and court fees.

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[margaret@daisyeditorial.co.uk](mailto:margaret@daisyeditorial.co.uk)

*Daisy Editorial is the business name of Margaret Hunter (sole proprietor)*

### The work

15. You will provide as detailed a brief of the work required as you can and will be available to answer questions in sufficient time to meet the target date. Once I have given my professional assessment and we have agreed the work required you will accept that this fulfils the brief.
16. I will aim to deliver the completed work on or before the agreed target date. I will let you know without delay if I cannot meet this deadline. Delivery of the project will be deemed to have been made at the time of personal delivery or dispatch to you by mail or courier service. Electronic delivery will be deemed to have been made at the time I send the email(s) or upload the file(s).
17. If upon my receipt of the full project item(s), or at an early stage, it becomes apparent that significantly more work is required than anticipated in the preliminary discussion/brief, I may renegotiate the brief, the fee and/or the deadline with you.
18. Similarly, if during the project you request additional tasks, I may renegotiate the brief, the fee and/or the deadline.
19. If we cannot agree on new terms then I may cancel the project or state what work I can complete within the original brief, fee or timescale and may invoice you for work done to date.
20. Unless otherwise agreed between us, the work and fee will include taking in one round only of minor revisions and comments by you once you have reviewed the edited/proofed project.
21. If, after agreeing a project that I have already started, or after delivery of the edited/proofed work, you make major changes to your work, I may consider each such addition and/or change made to be a separate project and may invoice accordingly. You must let me know in writing as soon as possible about any changes proposed by you after the project has been agreed.

### Confidentiality and copyright

22. I will keep the work confidential, unless you give me permission to do otherwise.
23. If you confirm your consent (which I will obtain from you separately), I may use your name and feedback in my promotional material (for example in my website testimonials or portfolio).
24. If you wish to credit me in your work, please ask me for permission first.
25. Any content created by me as part of the copy-editing/proofreading/design and layout process will become the copyright of you, unless otherwise agreed.

### Liability and indemnity

26. You are responsible for the legality, accuracy and completeness of your work and all information given to me in order to complete the project. I will accept no liability for consequential loss, damage of whatever nature, or claims by third parties, if it should prove that the information provided to me was incorrect or incomplete, even if such information was provided in good faith.
27. You are ultimately responsible for the content of your work and how it is used or published. In particular, I am not responsible for any changes made after your work leaves me.
28. Although I can help you present a coherent and consistent version of your work, I cannot guarantee that it will be error free, nor that it will be accepted for publication.
29. You will indemnify me against all claims by third parties due to an alleged infringement of any copyright, property, patent or other intellectual property right associated with the project.
30. You will indemnify me against all claims by third parties ensuing from the use of the project work.

### Cancellation

31. If you decide or need to cancel a project after it has been agreed, you will be liable to pay for that part of the project I have already completed, including any preparatory work. You agree that I may commence work at any time after we have agreed terms for a project.
32. If I have reserved a substantial block of time for a project that is cancelled by you and I cannot reasonably fill it with other paid projects, I reserve the right to charge 50% of the agreed project fee for hours not profitably used.
33. If I am unable to deliver the project within the agreed timescale because of circumstances that are outwith my control or are unforeseen (including fire, flood or other disruption), you will have the option to cancel the remainder of the project and pay only for work already carried out, or to renegotiate a new target date for the full project. I will have no obligation to compensate for any part I cannot complete.

### What if things go wrong?

34. Either party can terminate our contract for services if there is a serious breach of its terms.
35. You must notify me in writing of any complaints relating to the work I have carried out within 10 days of final delivery of the project. The voicing of a complaint will not discharge you from obligation to pay the project fee due to me. If I take up your complaint, this does not mean that I consider the complaint justified or submitted in time.
36. If I agree my work is unsatisfactory, I will rectify or replace it within a reasonable time and at my own expense. This will not apply if you have made changes to the work or had it changed since my delivery of the final project to you. If I am unable to rectify or replace the work within a reasonable time, I will offer you a discount on the fee due.
37. If we cannot reach agreement on any matter, you may use the complaints procedure of the Society for Editors and Proofreaders (SfEP) to arbitrate on any complaints about projects completed by me, and I will abide by the panel's decision.

*Last updated November 2018*