

Terms & Conditions

Introduction

These terms & conditions set out the rights and responsibilities of the Freelancer, Emma's Word Lab, and the beneficiary/user of the service(s), the Client.

Many terms & conditions are included as suggested by the Chartered Institute of Editing and Proofreading (CIEP), with some edits made as appropriate.

These terms & conditions apply to any work done for the Client by the Freelancer.

The project/material

- The Client and the Freelancer must decide on or confirm these project conditions before the Freelancer starts her work:
 - The service(s) that the Freelancer is providing. For example, this may include clarification about whether the Freelancer is proofreading or copyediting. If there is any confusion about the service(s) being provided/requested, this must be cleared up at the outset. While there may be overlap, the *general* distinction that the Freelancer makes between proofreading and copyediting is as follows:
 - Proofreading: checking for errors in a text, including those related to grammar, punctuation, spelling, sentence structure, word choice, and consistency.
 - Copyediting: looking at the text in context, ensuring that it fits its purpose; rephrasing bits and pieces where needed (while preserving the author's voice); making suggestions on the style, structure, and format of the text; and providing insightful and knowledgeable guidance on how the text might be improved.
 - The Freelancer's deadline for turnaround.

- The fixed price for the project OR the Freelancer's hourly rate. (If the Freelancer is charging a fee per hour for a project, the Freelancer should provide an estimation of the total cost at the outset.)
- The number of revisions the Client is entitled to, if any.
- The conditions of the project (e.g., the deadline, the depth of edit) must be agreed upon in writing by both the Client and the Freelancer. This is to protect both parties' interests.
- The Freelancer will provide service(s) as mutually agreed, confirmed in writing by the Client.
- The work will be carried out unsupervised at such times and places as determined by the Freelancer, using her own equipment.
- In the case of failure to meet the conditions of the project, the following terms & conditions will apply:
 - Given her utmost commitment to integrity and excellence, the Freelancer anticipates that this clause will rarely become applicable. Nevertheless, it has been included to serve as a protective measure for both parties.
 - If the Client is concerned that the conditions of a project have not been fulfilled as expected, it is their obligation to bring the matter to the Freelancer's attention. The Client is required to notify her within 7 days of her delivery of the work—this is the approval period. Failure to do so within the specified timeframe will result in a forfeiture of the Client's entitlement to any form of compensation in the event of subsequent dissatisfaction.
 - The approval period can be negotiated if needed, though this negotiation must take place before the default 7 days is up.
 - In the event that the Freelancer has failed to meet the specified conditions of a project, the Freelancer will extend an offer to amend or redo the work in her own time and at her own expense (in which case, her obligation is to complete this promptly) before proposing a fee waiver. The decision to accept this offer rests entirely with the Client. If the Client rejects the Freelancer's offer to amend or redo the work, or is still unsatisfied after such a revision, they are entitled to either a partial or full fee waiver (based on the scope of the failure) for that individual project.
- The Freelancer will answer a limited number of relevant, reasonable queries and perform a limited number of relevant, reasonable revisions after the project's completion.
- You, the Client, agree to provide the Freelancer with an editable .gdoc, .doc, or .docx file (unless otherwise agreed upon) and inform the Freelancer about...
 - the type of text (e.g., CV, blog post, newsletter, website content, novel);
 - the total word count (excluding the main title but including all headings and subheadings);
 - the language (e.g., British English with -ise/-ize spellings, American English, or other);
 - the target audience and/or the purpose of the text;

- your main concern(s) (e.g., native-like fluency, SPaG, structure); and
- your service expectations, preferences, and needs (e.g., proofread, copyedit).

The deadline

- 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.
- 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 Freelancer may renegotiate the fee and/or the deadline.
- Similarly, if, during the term of the Freelancer's work, additional tasks are requested by the Client, the Freelancer may renegotiate the fee and/or the deadline.
- The Freelancer reserves the right to decide how long it will take to deliver on a project. This decision may be influenced by her current workload. However, the deadline will be agreed on in conversation with the Client and be one that works for both parties.
- The Freelancer values integrity and compassion highly and understands how important the Client's time is to them. If the Freelancer believes that she will not be able to meet a deadline due to unforeseen and extenuating circumstances (like illness), she must inform a client as soon as she can. The Freelancer will endeavour to make it up to the Client, and the conditions of this compensation will be decided in conversation with the Client. For example, the Freelancer may apply a discount to the invoice or offer further work at a discounted rate.
- If the Client would like their project prioritised, the Freelancer may offer an 'express delivery' charge, whereby the Client pays an extra fee on top of the project cost for a prompter deadline. The Freelancer reserves the right to decide upon the size of the express delivery charge and the Client reserves the right to decide whether to accept the offer.

Payment

- The Freelancer 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 Client's employees.
- The Client will pay the Freelancer a fee per hour OR per A4 page OR an agreed flat fee for the job, plus VAT where applicable. This fee will be agreed at the outset of the project.
- If the project is lengthy, the Freelancer may invoice periodically for completed stages.
- The Client will pay a pro-rata cancellation fee, based on the work already completed, if the Client cancels the project after the Freelancer has already started the work.
- 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).

- Invoices will be issued as soon as the Client has approved the work OR as soon as the approval period for a service (7 days from delivery) is over. This practice is implemented to prioritise and ensure client satisfaction.
- It is important to note that, in working with international clients, all time references and invoicing activities will adhere to the UK time zone.
- The minimum charge per invoice is equivalent to half an hour. Subsequently, the billing calculation involves rounding the elapsed minutes to the nearest quarter of an hour. For example, if a project takes the Freelancer 130 minutes to complete, falling between 2 hours (120 minutes) and 2.25 hours (135 minutes), the closer proximity to 2.25 hours will determine the billing, incurring a charge for 2.25 hours of work (calculated by multiplying the Freelancer's hourly rate by 2.25).
- Invoices should include a clear description of what the Freelancer is charging for and the supply date of the service.
- If the Client is paying a fee per hour, it is the Freelancer's responsibility to diligently and accurately document the time spent on the project.
- The Freelancer reserves the right to modify her fixed prices and hourly rate entirely at her discretion, with changes applicable to all clients. In the case of price/rate changes, the following terms & conditions will apply:
 - The fixed price or hourly rate for a current client must remain consistent with the price or rate established at the onset of the project. It is imperative to note that adjustments to the billing rate mid-project are not permissible.
 - In the event of such changes, the Freelancer will provide regular clients with a minimum of 2 weeks' notice. This allows them sufficient time to decide whether they wish to continue employing the Freelancer's service under the revised rate after the two-week period elapses.
 - In adherence to transparency and communication standards, the Freelancer's website and any other promotional platforms or materials managed by her must be promptly updated on the day the new pricing takes effect. It is the Freelancer's responsibility to ensure that her website consistently reflects accurate and current pricing information.

Copyright

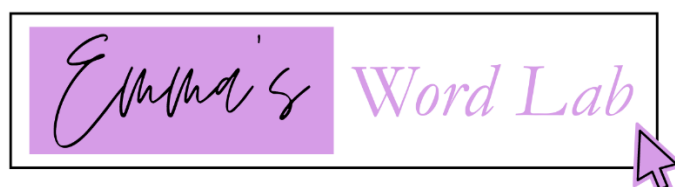
- Any content created by the Freelancer as part of the copyediting/proofreading process will become the copyright of the Client, unless otherwise agreed.
- The Client ensures that the material does not infringe the copyright or any other rights of any other person, and the Client will pay any fees due to copyright owners.

Privacy, confidentiality, and data protection

- The nature and content of the work will be kept confidential and not made known to anyone other than the Client, unless otherwise agreed.
- The name of the Client will not be used in any of the Freelancer's promotional materials, unless otherwise agreed.
- The information that the Client and the Freelancer may keep on record is covered by the terms of the General Data Protection Regulation (GDPR). 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 Freelancer. Both the Client and the Freelancer 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.

General

- The Client is under no obligation to offer the Freelancer work; neither is the Freelancer under any obligation to accept work offered by the Client. The Freelancer may choose to deny work offered by the Client for any reason. This reason need not be divulged.
- The Freelancer is free to contact the Client at any time, day or night, but the Client should feel no obligation to respond outside their own working hours, if applicable.
- The Freelancer chooses when she is on holiday, unavailable, or not taking on any more work at a particular time. The Freelancer is not obligated to divulge the reason for her unavailability.
- Either the Client or the Freelancer has the right to terminate a contract for services if there is a breach of its terms.
- If the Freelancer has made a substantial contribution to the copyediting/proofreading of the work, she will be entitled to receive one free copy of the work.
- This agreement is subject to the laws of England and Wales, and both Freelancer and Client agree to submit to the jurisdiction of the English and Welsh courts.



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