

## TERMS & CONDITIONS

### 1. General

- 1.1. These terms & conditions (T&Cs) apply to any work done for the Client ('You') by Wee Bear Editing ('Me/I') and You and I may be collectively referred to as 'We/Us'. Additional or alternative terms may be agreed by You and I on a project-by-project basis. The person who agrees the project with Me will be authorised to do so and accepts these T&Cs.
- 1.2. Our agreement is subject to English Law and both You and I agree to abide by this jurisdiction.
- 1.3. All documents sent to Me by mail, courier or email is sent at your own expense and risk.
- 1.4. Under the terms of data protection and GDPR legislation, You and I may keep on record certain information, e.g. contact and payment details, for necessary record-keeping. We may keep this information for the completion of our contract and the duration of our business. Either may view the other's records to ensure relevance and accuracy. Please see my privacy policy for full details.

### 2. Contract

- 2.1. You are under no obligation to offer Me work; neither am I under any obligation to accept work offered by You.
- 2.2. My services will be provided as mutually agreed and in writing. I will offer to do the work. If you agree the terms are satisfactory, You will accept my offer of work by signing a Contract Document supplied by Me. All work will be carried out on a freelance basis.
- 2.3. The work will be carried out unsupervised at such times and places as determined by Me using my own equipment.
- 2.4. 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).

### 3. Financial

- 3.1. I may request a representative sample of your work before giving a price estimate.
- 3.2. At the beginning, I require your full name and billing address. If these change in any way, You must notify Me immediately.
- 3.3. 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 pound sterling. Any additional bank or other charges in connection with transferring full payment to Me will be paid by You.
- 3.4. If telephone calls between Us take up time beyond the project time agreed, I have the right to charge You at my hourly rate as expenses.
- 3.5. I agree to attend your or other premises for necessary meetings; the time agreed and spent will incur reasonable expenses to be reimbursed by You.
- 3.6. You will reimburse Me for reasonable normal expenses incurred in completing the project, e.g. copying/printing, postage.
- 3.7. You will reimburse Me for agreed reasonable expenses over and above usual expenses incurred in the process of editorial work.
- 3.8. If the project is lengthy, and/or if You are a new client, and/or if You do not reside in the UK, I may request payment in part or whole in advance of doing any work. Or I may invoice periodically for completed stages.
- 3.9. Unless agreed otherwise at the outset, You will make payment within 30 calendar days of the date of each invoice according to the Late Payment of Commercial Debts (Interest) Act 1998 (amended 2002 and 2013). I will add interest at 5%

above the Bank of England 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.

#### 4. Work

- 4.1. You will provide as detailed a brief of the project 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.
- 4.2. If the project is to be carried out via electronic files, You must supply Me with all the necessary files via a mutually agreed medium. Should I receive notification on my system that the files You supply may be virus infected, I will not access them and will notify You immediately.
- 4.3. If it is proven that You have provided me with files that have subsequently infected my PC system with any type of virus, You shall incur the cost to repair all damage.
- 4.4. All electronic files returned to You by Me will be virus checked using the most up to date technology.
- 4.5. 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 You.
- 4.6. 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).
- 4.7. I will let You know without delay if I cannot meet a deadline.
- 4.8. If on 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.
- 4.9. If during the project, additional tasks are requested by You, I may renegotiate the brief, the fee and/or the deadline.
- 4.10. 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.
- 4.11. Unless otherwise agreed between Us, the work and fee will include taking in one round of minor revisions and comments by You once You have reviewed the edited/proofed project.
- 4.12. 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 additional 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.

#### 5. Copyright

- 5.1. Any content created by Me as part of the copy-editing/proofreading/project management process will become the copyright of You, unless otherwise agreed.
- 5.2. If You wish to credit Me in Your work, please ask Me for permission first.

#### 6. Confidentiality

- 6.1. I will keep the work confidential, unless You give Me permission to do otherwise.
- 6.2. The work will not be made known to anyone other than You and I without your prior written permission.

- 6.3. If You confirm your consent (which I will obtain from You separately), I may use your name and feedback in my promotional material, e.g. in my website testimonials or portfolio.
- 6.4. If I have made a substantial contribution to the copy-editing/proofreading/project management of the work, I will be entitled to receive one free copy of the work.

## 7. Liability and indemnity

- 7.1. 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, or should not have been given to me for any reason, even if such information was provided in good faith. In the event of any third party claims you will hold harmless and indemnify me and provide all necessary assistance in the defence of such claim.
- 7.2. My total liability to you arising under or in relation to this contract shall be limited to the value of any money paid to Me by You under this contract, except for any liability that cannot be excluded or limited by law.
- 7.3. 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.
- 7.4. 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.
- 7.5. You will hold harmless and 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.
- 7.6. You will hold harmless and indemnify Me against all claims by third parties ensuing from the use of the project work.

## 8. Cancellation

- 8.1. You agree that I may start work at any time after We have agreed the terms of the project.
- 8.2. If You decide or need to cancel a project after it has been agreed, You will be liable to pay for any part of the project I have already started, including the preparatory work.
- 8.3. 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.
- 8.4. If I am unable to deliver the project within the agreed timescale because of circumstances that are out with my control or are unforeseen, e.g. fire, flood or other disruption, You will have the option to cancel the remainder of the project and pay only for work already completed by Me. Alternatively, We can renegotiate a new target date for the full project. I will have no obligation to compensate for any part of the project I cannot complete.

## 9. Dissatisfaction

- 9.1. Either party can terminate our contract for services if there is a serious breach of its terms.
- 9.2. If You have any complaints relating to the work I have carried out, You must notify Me in writing within 10 days of final delivery of the project. Submitting a complaint to Me will not discharge You from your obligation to pay the project fee due to Me.



- 9.3. If I take up your complaint, this does not mean that I consider the complaint justified or submitted in time.
- 9.4. If I agree my work is unsatisfactory, I will rectify it or replace it in 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.
- 9.5. If I am unable to rectify or replace the work within a reasonable time, I will offer You a discount on the fee due.
- 9.6. 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.

I agree that I have read and understood these terms and conditions and hereby sign below:

Signed on behalf of the Client:

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Name: -----

Position: -----

Date: -----

Signed by Wee Bear Editing:

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Name: -----

Date: -----