

Terms and Conditions
Jackson Proofreading Services

Summary of key points

This is a summary of the most important of my terms and conditions, which are set out in full on the next pages.

- I'm a freelance proofreader and copy-editor, contracted for specific tasks. I am not your employee.
- We'll agree a fee beforehand, but you can wait to pay me until I've completed the work. I will send you an invoice; please pay my fee within 30 days or I will have to apply interest and charge you the cost of recovering my fee.
- I try to make your work 100% error-free and consistent, but of course I can't guarantee it. If you're not happy with my work, please tell me and I will put it right in my own time.
- If you're happy with my work, I'd also be delighted to hear about that.
- I will keep your work confidential. I store all documents on the cloud, not on my computer, so if my computer is lost, stolen or broken your information will not also be lost.
- If you're a student, it's your responsibility to check whether you can use my services. I take plagiarism very seriously and I will not write anything for you or help you commit plagiarism. I can't guarantee that my help will get you a better grade, but please read my article *The Impotence of Proofreading*¹ to see why it's likely to.
- At the end of this document is my standard rates guide, which I use to work out how much to charge for a particular job. If we agree a different amount, then I'll stick to that, but you should specifically note the surcharge that I will apply for a rush job (where a lot of work needs to be done quickly). On the other hand, if you pay my fee up front, there's a 5% discount.
- I operate a privacy policy, which is available on my [website](#).

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¹ <http://www.londonstudent.co.uk/college-and-careers/the-impotence-of-proofreading-4035>

This summary does not form part of the Terms and Conditions. It is meant only as an easy-to-read guide to what I do. The next pages set out the full, legal terms and conditions.

General

1. These Terms and Conditions apply to any work done for **you** (the client) by **me** (Hugh Jackson, trading as Jackson Proofreading Services).
2. If you use my services, you accept these Terms and Conditions; I do not need you to sign them.
3. You are under no obligation to offer me work and I do not have to accept your work.

How work is done

4. I will provide the service(s) we agree I should do. That will normally be set out in writing, but if we agree terms by telephone I will keep a written record of what we agree.
5. I will do the work unsupervised and do not need to work in a particular place or at particular times of day. I will use my own equipment.
6. I confirm that I am self-employed and a sole trader. I am responsible for my own income tax and National Insurance contributions, and will not claim benefits as an employee. Any work I do and agree to do will be under a contract for services and is not intended to create an employment relationship between us.
7. I am happy to come to your premises or elsewhere, if you ask me to, for necessary meetings, but you must pay for my time and expenses.
8. You must pay my agreed reasonable expenses over the usual expenses incurred in editorial work.
9. You will pay me a fee per hour OR an agreed flat fee for the job. I can charge an additional fee for a rush job (see my rates keycard).
10. When I quote a fee for your work, that will be based on what you have told me needs to be done. If, however, when I receive your work, or at an early stage, it becomes clear that significantly more work will be needed than we had anticipated – or if at any time you ask me to take on additional tasks – I may renegotiate my fee and/or the deadline.
11. If the project is lengthy, I may invoice periodically for completed stages.
12. Any content I create as part of my work will be your copyright, unless otherwise agreed.
13. I will keep the nature and content of the work strictly confidential and I will not disclose that to anyone other than you (and your contractors) without prior written permission.
14. I guarantee that if I subcontract your work on your behalf I will do all I can to make sure it will be completed to the same standard, schedule and budget, and with the same conditions of confidentiality.
15. If my work is unsatisfactory, I will rectify it in my own time and at my own expense. If you have concerns about the quality of my work, please tell me immediately.
16. Under the terms of the Data Protection Act 1998, you and I may keep necessary information (such as contact details). Either of us may view the other's records to make sure that they are relevant, correct and up to date.
17. Either of us has the right to terminate a contract if there is a serious breach of its terms.
18. I may use your name (for a company, your full company name; for an individual, your first name) and any comments or feedback from you in my promotional material. Please try to give me feedback; it tells me that I'm doing a good job or where I need to improve.
19. Unless you specify otherwise, I will edit in British English and to Oxford standards (using the ODWE, the OED and New Hart's Rules). If editing in US English, I will use CMOS and Merriam-Webster.
20. This agreement is subject to the laws of England and Wales, and both parties agree to submit to the jurisdiction of the English and Welsh courts.
21. I cannot accept work from you, or contact you by email, if you are aged under 16.

Payment

22. Unless we agree otherwise at the outset, payment will be made within 30 days of receipt of my invoice, according to the Late Payment of Commercial Debts (Interest) Act 1998 (amended 2002 and 2013).
23. If you do not pay within that time:
 - a. statutory interest of 8% p.a., in addition to the Bank of England base rate, will be applied to the debt on a pro rata daily basis;
 - b. in addition to interest, a debt recovery cost will be applied for recovering a late payment; and

- c. you may be charged a higher hourly rate for further work or I may refuse to conduct further work for you until the debt has been cleared.
24. Methods of payment will be set out on the invoice sent on completion of the work.

Liability and errors

25. I aim to provide an accurate, thorough and reliable proofreading and editing service. Although I aim to provide the best service possible, I cannot guarantee 100% accuracy and occasionally I may not correct an error.
26. I cannot be held responsible for direct, indirect, special or consequential losses or costs incurred by any errors, factual or grammatical, remaining in your work. The final responsibility for your work remains with you.
27. I cannot be liable for errors or omissions caused by your not communicating your requirements clearly.
28. I shall not be liable for any delay or failure to perform any obligation of these terms and conditions, and both parties shall be released from their obligations if the delay or failure is caused by any circumstances beyond both parties' reasonable control. In those circumstances, you will immediately pay me all arrears of payments due.
29. If I am ill or suddenly and unforeseeably unavailable, I will notify you as soon as reasonably practicable. I will use my best endeavours to ensure that the agreed deadline is met, but, if it can't, an extended deadline will be agreed by the parties. Such an extension will not affect the agreed fee payable.
30. If you breach any of these T&Cs, I will hold you responsible for any legal claim for expenses, liability and financial losses (including legal fees) I incur caused by your breach.
31. Each paragraph in these T&Cs operates separately. If any court or relevant authority decides that any of them is/are unlawful, the remaining paragraphs will remain in full force and effect.
32. I can change these T&Cs at any time without notice and without liability arising from such an action. If I do so, I will send the new T&Cs to you. If you use my services I will deem that acceptance of the amended T&Cs.
33. I can change my prices without notice, but if I have already given you a quote that quote will be valid for 28 days from the date of the quotation and if I have already agreed to do work any price change will not affect you. prices on work agreed and being undertaken will not be affected.

Academic liability (students and academics)

34. You are responsible for checking that the use of a proofreading/editing service is permitted by your academic institution before engaging my services and, if so, whether you have to obtain your supervisor's permission and/or acknowledge my involvement in your work. I will not check any academic institution's policy on proofreading/editing and I cannot accept any liability if you do not make adequate enquiries.
35. Avoiding plagiarism remains your responsibility at all times. I will not check the document for any possible plagiarism issues.
36. I will not proofread your document in any way that breaches the academic community's usual rules concerning plagiarism and cheating. This means that, for example, I will not rewrite your essay or substantial parts of it, add text (or paraphrase) from anyone else's work and insert it into your essay, or make any other change that would be plagiarism.
37. Please check whether your institution has guidelines on the use of my services; if so, please provide these to me so that I can work to them.
38. If I have evidence to suggest that you are guilty of plagiarism, then I can immediately terminate the contract and refuse to do further work for you.
39. The mark or grade that you are awarded by your academic institution is not within my control. I cannot provide advice or guidance on predicted grades and cannot be held legally responsible for a lower than expected mark or grade in relation to any material I return to you. While my aim is to ensure that your work is free from errors of spelling, grammar and punctuation and is consistent in style, I cannot guarantee that using my services will result in improved marks.

Standard rates information

On a per-word basis

<i>For the...</i>	<i>I charge...</i>
...first 2,000 words	£25 per thousand words
...next 3,000 words	£18 per thousand words
...next 5,000 words	£15 per thousand words
...next 20,000 words	£12 per thousand words
...rest	£6 per thousand words

For a per word project, I will calculate my quote based on the number of words, applying per word rates to each portion of the text (that is, the first 2,000 words of any project, no matter what size, will be charged at £25 per thousand words, and so on). For jobs that are strictly proofreading, my fees are 10 per cent less.

On a per-hour basis

<i>Proofreading</i>	£36	per hour
<i>Copy-editing</i>	£40	per hour
<i>Attendance in person or by telephone</i>	£40	per hour
<i>Travel for attendance</i>	£20	per hour

Note: whichever basis is used to calculate my fee, the actual time spent (to the nearest minute) will be recorded and a timesheet kept on file, which will be provided on request.

Discount

A 5 per cent discount may be applied to fees (not including disbursements) if the full fee is paid by bank transfer (see details of how to do this below) before I return the edited work to you. This discount is entirely discretionary and may be withdrawn.

Rush Jobs

<i>Surcharge for rush jobs</i>	40%
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Note: a rush job is a job where the equivalent work rate (taken by dividing the total word count of the document by the number of days) is more than 10,000 words per day.

Disbursements

Reasonable travel costs and, where agreed in advance, other disbursements necessary for the work are to be paid by client where agreed; receipts will be provided.

If you are paying by bank transfer, please use the following details:

Account number: 28289161
Sort code: 602477
For international bank transfers, please use:
IBAN: GB19NWBK60247728289161
SWIFT/BIC: NWBKGB2L