

Lisa de Caux | LdC Editorial Terms and Conditions

Introduction

The following terms and conditions shall apply to any freelance proofreading or editing work carried out by Lisa de Caux ('the Freelance' – see below), unless expressly agreed otherwise in writing by both the Freelance and the Client.

Definitions

'The Freelance'

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'The Client'

Unless agreed otherwise in writing by all parties, the person with whom the Freelance agrees terms for the work shall be considered as the Client for the purposes of these terms and conditions.

'The Paper'

The dissertation, thesis, essay or other paper to be proofread or edited.

General Terms and Conditions

1. These terms & conditions apply to any work done for the Client by the Freelance.
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 for paying VAT (where applicable) and will not claim benefits granted to the Client's employees.
6. 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, plus VAT where applicable.
9. 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.

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 agreement/quote, the Freelance may renegotiate the fee and/or the deadline.
11. Similarly, if, during the term of the Freelance'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 copy-editing/proofreading/project management process will become the copyright of the Client, unless otherwise agreed.
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.
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.
16. If the Freelance'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 14 days (for individuals) or 30 days (for companies) of receipt of the Freelance's invoice, according to the Late Payment of Commercial Debts (Interest) Act 1998 (amended 2002 and 2013).
18. Personal data is held for the purposes of providing the Freelance's service and to ensure HMRC compliance. The Freelance will not sell, lease or distribute the Client's personal information to third parties without the Client's written permission unless the Freelance is compelled by law to do so. Further information can be found in the Freelance's Privacy Policy, which is intended to ensure compliance with the General Data Protection Regulation (GDPR), effective from 25 May 2018.
19. The Client owns all content delivered to the Freelance for the work.
20. Once the Client has settled the Freelance's invoice, the Freelance will retain any copies of the Client's content for at least six months, after which time the Freelance will dispose of the copies, unless agreed otherwise in writing.
21. Either the Client or the Freelance has the right to terminate a contract for services if there is a serious breach of its terms.
22. If the Freelance has made a substantial contribution to the copy-editing/proofreading/project management of the work, she/he will be entitled to receive one free copy of the work.
23. The Freelance may use the Client's name in her/his promotional material.
24. This agreement is subject to the laws of England and Wales, and both Freelance and Client agree to submit to the jurisdiction of the English and Welsh courts.

Additional terms and conditions regarding working for students

1. It shall be the Client's responsibility to check that their educational institution approves of their use of a hired proofreader/editor to provide the proposed service. The Client will confirm this in writing to the Freelance.

2. It shall be the Client's responsibility to adhere to their educational institution's guidelines (if any) over proofreading.
3. The Freelance's service shall include: correcting spelling, punctuation, grammar and formatting; ensuring consistency throughout the Paper e.g. punctuation, format and style; correcting typographical errors (typos).
4. The Freelance's service shall include: highlighting incorrect word use (e.g. hear/ here); suggesting ways of splitting very long sentences or paragraphs; making notes where the language/grammar is unclear (this does not include commenting on clarity of argument); inconsistencies in the formatting of citations and reference lists.
5. The Freelance's service shall not include: paraphrasing, editing or translating any part of the Paper; changing the word count of the Paper in order to match the assessment criteria.
6. The Freelance's service shall not include: altering or advising on the structure of the Paper; changing the argument or adding to the content of the Paper.
7. The Freelance shall not under any circumstances write the Paper or any referencing/bibliography materials 'from scratch'. The Freelance will not contribute any material substance to the writing of the Paper.
8. The Freelance shall not check references against external sources. The Freelance shall not under any circumstances summarise or paraphrase passages of text that the Client has directly quoted from text.
9. The Freelance shall not use an app or dedicated software to detect plagiarism. The Freelance will not take any responsibility for academic malpractice carried out by the Client.
10. The Client will send their Paper on the agreed date. If there is any delay, the Freelance has the right to revise the agreed timescales. If it is not possible to revise the timescales, the Freelance has the right to terminate the contract.
11. The Freelance does not give any guarantee regarding the grade or mark that the Client will achieve as a result of the Paper being submitted. The work of the Freelance will not have any bearing on the grade or mark awarded to the Paper.
12. If the Client cancels or revises the timescale within 48 hours of the agreed start time/date, the Freelance reserves the right to charge for the time.
13. The Freelance shall include specific payment terms and details (if any) as part of the Freelance's quote to the Client.

Acceptance of terms and conditions

14. By agreeing to the service of Lisa de Caux | LdC Editorial, the Client accepts my terms and conditions unless otherwise stated in writing.