

Word Nerd Editing Terms & Conditions

The following terms and conditions aim to ensure that prior to commencing work, you and I have a clear mutual understanding of what working together will entail. Please feel free to contact me with any queries or concerns so that I may endeavour to provide clarification.

- These terms & conditions apply to any work done for you (the Client) by me (Lil Davies | Word Nerd Editing).
- You are not obliged to offer me work; neither am I obliged to accept work offered.
- I will provide such services as mutually agreed, confirmed in writing by the Client.
- The work will be carried out unsupervised at such times and places as determined by me, using my own equipment and software.
- I confirm that I am self-employed, am responsible for my own income tax and National Insurance contributions and will not claim benefits granted to the Client's employees.
- I confirm that I am not VAT-registered and will not charge VAT to you, the Client.
- The fee for any work carried out is to be agreed in advance and will consist of a fee per hour, OR per printed page, OR per thousand words, OR an agreed flat fee for the job.
- 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, I reserve the right to renegotiate the fee and/or the deadline, or decline to continue with the work. In such cases I will invoice for any time spent working on the project, in line with the agreed pricing structure.
- Similarly, if, during the term of my work, additional tasks are requested by the Client, I may renegotiate the fee and/or the deadline.
- If the project is lengthy or involves ongoing work, I may invoice periodically for completed stages.
- Any content created by me as part of the copy-editing or proofreading process will become the copyright of the Client, unless otherwise agreed.
- The nature and content of the work will be kept confidential and not be made known to anyone other than the Client and its contractors without prior written permission.
- I will not subcontract any project, or part thereof, without obtaining express permission, in writing, from the Client.
- Unless agreed otherwise at the outset, payment will be made within 30 days of receipt of invoice, according to the [Late Payment of Commercial Debts \(Interest\) Act 1998](#) (amended 2002 and 2013). I reserve the right to charge interest for late payment or engage the services of a debt-collection agency should repeated requests for payment be ignored. Any charges incurred for the use of such services will be passed on to the Client.

- Should the Client meet with any exceptional unexpected misfortune or difficult circumstances such as serious illness, family emergency and so on, the Client will make every effort to contact me as soon as possible so that terms can be revisited. I aim to be fair and understanding under such circumstances.
- Similarly, if such misfortune as outlined above should befall me, I will make every effort to contact the Client and attempt to renegotiate terms/deadlines, or arrange for an alternative supplier to undertake the work if cancellation is unavoidable. In such cases, I cannot guarantee the same terms as these are between the Client and the third party.
- Once an agreement has been made for work to commence, I reserve the right to invoice for 100% of the agreed fee if cancellation is made within one week of the designated date of commencement.
- If cancellation should, on the part of the Client, become necessary after commencement of agreed-upon work, I reserve the right to invoice for 100% of the agreed fee if the work is more than half completed, or 50% if less than half completed.
- Under the terms of the [Data Protection Act 1998](#), we may keep on record such information (e.g. contact details) as is necessary.
- Either myself or the Client has the right to terminate a contract for services if there is a serious breach of its terms.
- I reserve the right to use the Client's name in my promotional material and on my CV.
- The Client accepts that I am not a machine and cannot, therefore, guarantee 'perfection' (see below).
- I have no issues with editing writing that contains scenes of graphic sex, violence or drug use, or other potentially contentious material. However, if I feel that such scenes promote or incite hatred or violence, including sexual, outside of the context of the material itself (i.e., on your part), I will raise the issue with you and, if I find that this represents your views, may decline to work with you any further. In this case, I reserve the right to charge you for any work completed, in line with the pricing structure agreed upon at the outset, and will donate 50% of that fee to a charity helping the victims of such hatred or violence.
- This agreement is subject to the laws of England and Wales, and both myself and the Client agree to submit to the jurisdiction of the English and Welsh courts.

Additional

The following are a couple of additional points which do not form a part of these Terms and Conditions but which I ask you to consider nevertheless:

- If I have made a substantial contribution to your (printed) work, be it a flier, magazine, thesis or book (or anything else), I would be grateful to receive a copy of it in its final form. It is gratifying to have tangible evidence of one's achievements and nice for visiting clients to be able to see the various work I have carried out. My postal address appears on my invoices.
- If you are happy with the work I have carried out, I would appreciate a testimonial I can use in my promotional material.

- Similarly, if we work together often, I appreciate any willingness to provide a reference in the event that I seek to upgrade my professional memberships or in the unlikely event that I decide to no longer pursue my freelance career and seek mainstream employment.
- If you would like to acknowledge my work in your published piece, please seek permission from me first. If you have made any changes to the work after my involvement, this may misrepresent the work I have done for you and I may not wish to be acknowledged as a result.
- Similarly, if I have worked on your website or associated marketing material I may appreciate a link back to my own website. However, please refer to the point above if you have made any changes after my involvement.
- If we are both happy with the final work, assuming no significant changes have been made after my involvement, I am happy to enter into a period of mutual promotion to our various followers on social media, should this be appropriate. This is to be agreed upon after all work is completed and invoices paid.

Regarding 'perfection'

Both science and the publishing industry agree that perfection in terms of accuracy is not possible and cannot be guaranteed. This is one of the reasons there are several stages to the editorial process. It is also why 'fresh eyes' are invaluable, particularly after any final checks and formatting have been made and before you spend money on a print run.

Whilst I always endeavor to make my work as good as it can possibly be and take regular steps to improve both my own skills and the tools I use for my work, it is nevertheless possible for a stray typo or other small error to slip through the net. If possible, I recommend getting as many eyes on your work as you can in the final stages of completion – preferably by those who are not 'too close' to the project. In addition, if you plan to employ the same person to complete both the editing and proofreading, I recommend leaving a couple of weeks between these stages if possible, so that the work again seems fresh to eyes that have already gone through your work word by word and letter by letter.