



[www.jojohnstonfreelance.co.uk](http://www.jojohnstonfreelance.co.uk)

hello@jojohnstonfreelance.co.uk

### **Terms & conditions**

1. These terms & conditions apply to any work done for the Client by the Freelancer.
2. 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.
3. The Freelancer will provide service(s) as mutually agreed, confirmed by the Client (either via email, in writing or by verbal agreement).
4. The work will be carried out unsupervised at such times and places as determined by the Freelancer, using her own equipment.
5. The Freelancer confirms that she is self-employed, is responsible for her own income tax and National Insurance contributions, and will not claim benefits granted to the Client's employees.
6. The Freelancer agrees to attend the Client's or other premises for necessary meetings if required, the time spent and agreed reasonable expenses incurred to be reimbursed by the Client.
7. The Client will reimburse the Freelancer for agreed reasonable expenses over and above usual expenses incurred in the process of editorial work.
8. The Client will pay the Freelancer a fee per hour/day OR an agreed flat fee for the job.
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 preliminary discussion/brief, the Freelancer may renegotiate the fee and/or the deadline.
11. 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.
12. If the project is lengthy, the Freelancer may invoice periodically for completed stages.
13. Any content created by the Freelancer as part of the copy-editing/copywriting/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.

These terms are modelled on those set out by the [Chartered Institute of Editing and Proofreading](#).



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**Terms & conditions continued...**

15. The Freelancer guarantees that any work that she 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 Freelancer's work is unsatisfactory, the Freelancer will rectify it in her own time and at her own expense. The Client must give the Freelancer fair and reasonable feedback on the work done, and in a timely manner. If the Client does not get back to the Freelancer after two weeks, the Freelancer will assume the work is completed to an acceptable standard and that the job is complete.
17. 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).
18. The information that the Client and the Freelancer may keep on record is covered by the terms of the General Data Protection Regulation. 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.
19. Either the Client or the Freelancer has the right to terminate a contract for services if there is a serious breach of its terms.
20. If the Freelancer has made a substantial contribution to the copy-editing/proofreading/copywriting/project management of the work, she will be entitled to receive one free copy of the work.
21. The Freelancer may use the Client's name and/or logo in her promotional material and describe the work done.
22. This agreement is subject to the laws of England and Wales [or Scots or Northern Ireland law, as appropriate], and both Freelancer and Client agree to submit to the jurisdiction of the English and Welsh [or Scots or Northern Ireland] courts.

**Signed by the Freelancer:**

Name: \_\_\_\_\_

Date: \_\_\_\_\_

**Signed by the Client:**

Name: \_\_\_\_\_

Position: \_\_\_\_\_

Date: \_\_\_\_\_

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