

Stephen York Editorial Services: Terms and Conditions of Business

Definitions

'Work' shall mean all goods and services supplied by 'SYES'

'SYES' shall mean the business carried out by Stephen York trading as Stephen York Editorial Services

'Client' shall mean the person(s) or organization hiring SYES to supply editorial services

General

1. These terms and conditions apply to any work done for the Client by SYES unless varied by agreement in writing.
2. The Client is under no obligation to offer SYES work; neither is SYES under any obligation to accept work offered by the Client.
3. The SYES 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 SYES, using his own equipment.
5. SYES confirms that he is self-employed, is responsible for 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.

Booking/cancellation/postponement of work

6. Prior to commencement of work, SYES and the Client will agree in writing (including email) the terms of the project, which will include the medium worked on, the proposed fee, the date when the material will be supplied to SYES by the Client, and the latest date by which the completed project will be returned to the Client. At the time of booking the Client will pay a non-refundable booking fee of 30% of the agreed fee, followed by a non-refundable down payment when the material is delivered to SYES, both of which will be deducted from the final/balancing sum owed to SYES on completion. The Client will pay the remaining balance on completion of work by SYES and before the work is released to the Client.
 - i. If the Client wishes to cancel with less than one month's notice, SYES reserves the right to invoice for 100% of the agreed fee, less any booking fee and down payment made.
 - ii. If the Client wishes to cancel with more than one month's notice, the booking fee will not be refunded, but no further sum will be charged if work has not commenced.
 - iii. Should an assignment be cancelled or postponed once the work has commenced, the Client shall immediately pay SYES in full for that proportion of the work already completed, in addition to the booking fee and down payment totalling 60% already paid as stated above.
7. SYES retains the right to subcontract work should circumstances require. While every effort is made to carry out contracts, no responsibility is taken for variation or cancellation owing to acts of God or any other cause beyond personal control. SYES or, in the event of his absence, a party acting on his behalf, will notify the Client as soon as possible by the most expeditious means available to explain the circumstances, and if the Client then wishes to terminate the agreement, the Client may do so, provided that SYES is paid in full at the agreed rate for any work completed. In good will, SYES or the party acting on his behalf, may assist the Client to locate an alternative source of labour to enable the assignment to be completed, but cannot guarantee that such a source will be found or that the work will be carried out to the required standard.

Fees and payment

8. The Client will reimburse SYES for agreed reasonable expenses over and above usual expenses incurred in the process of editorial/proofreading work.
9. The Client will pay SYES an agreed fee on the basis of rate per hour OR per printed page/thousand words OR an agreed flat fee for the job.
10. 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.
11. 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, then SYES may renegotiate the fee and/or the deadline.
12. Similarly, if, during the term of the SYES' work, additional tasks are requested by the Client, SYES may renegotiate the fee and/or the deadline.
13. If the project is lengthy, SYES may invoice periodically for completed stages.

14. Payment for work commissioned by private individuals will be paid in accordance with clause (6) above. For commercial work, unless agreed otherwise at the outset, payment will be made within 30 days of receipt of SYES's invoice, and interest may be charged for late payment according to the provisions of the Late Payment of Commercial Debts (Interest) Act 1998 (amended 2002 and 2013).

Copyright and confidentiality

- 15. Any content created by SYES as part of the copy-editing/proofreading/project management process will become the copyright of the Client, unless otherwise agreed.
- 16. 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.
- 17. SYES reserves the right to refuse to accept or to terminate with immediate effect any work if its completion would involve the illegal copying of software programs or copyright material.

Accuracy

- 18. SYES guarantees that any work that he subcontracts on behalf of the Client will be completed to the same standard, schedule and budget and with the same conditions of confidentiality.
- 19. If SYES' work is unsatisfactory, SYES will rectify it in his own time and at his own expense. SYES undertakes to make all reasonable efforts to produce clear and accurate work in accordance with the Client's instructions, which must be given in writing prior to commencement of the work. The Client accepts that SYES undertakes to provide work of a topical standard using the best literature and other sources available to SYES.
 - i. SYES accepts no liability for the omission of material to which he has no reasonable access. Every endeavour is made to avoid errors.
 - ii. No responsibility is accepted for any errors, ambiguity or lack of clarity or the consequences of any errors, ambiguity or lack of clarity in original material supplied by the Client or other party on their behalf to SYES.
 - iii. The Client is ultimately responsible for their own work and while SYES will endeavour to point out any particular issues, the Client should ensure that the document is appropriate for publication. SYES can accept no liability for legal action arising from inaccurate or defamatory information in a piece of writing.
 - iv. SYES accepts no responsibility for any changes or errors introduced to the work by the Client after it leaves SYES.

Data Protection Act

20. Under the terms of the Data Protection Act 1998, the Client and SYES may keep on record such information (e.g. contact details) as is necessary.

Promotion

- 21. If SYES has made a substantial contribution to the copy-editing/proofreading/project management of the work, he will be entitled to receive one free copy of the work. There is no need to acknowledge SYES in the Client's work, but please ask permission before doing so.
- 22. SYES may use the Client's name in his promotional material and website.

Jurisdiction

23. This agreement is subject to the laws of England and Wales and both SYES and the Client agree to submit to the jurisdiction of the English and Welsh courts.

Signed by SYES:

Name:

Date:

Signed on behalf of the Client:

Name:

Position:

Date:

Notes: General Data Protection Regulations (2018)

1. SYES does not collect data from its website.
2. Prospective Clients using the Contact Form offer their email address purely for the purposes of obtaining a response to their enquiries – their email addresses are not collected or retained.
3. SYES only asks for sufficient data from the Client in order to fulfil obligations to Her Majesty's Customs and Revenue: name, address, and email address, which is required for an invoice. Invoices are stored electronically on a password-protected computer and in a password-protected cloud storage facility for a period of six tax years, after which all such information is removed.