



Terms & Conditions

The following terms are designed to provide an upfront and honest understanding of what's involved in the process of working together. If you have any questions or concerns, feel free to contact me so I can provide clarity or reassurance.

General Overview

- These terms and conditions apply to any work done on behalf of the Client (you) by me (Annette Beatwell of Beatwell Editorial).
- I will provide editorial services agreed upon (in writing) by myself and the Client.
- The Client is under no obligation to offer me work; neither am I under any obligation to accept work offered by the Client.
- The work will be carried out unsupervised at such times and places as determined by me, using my own equipment.
- The work will be carried out by me. I will not subcontract proofreading or beta reading projects, or parts of projects, to third parties.
- 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 am not VAT-registered.

The contract of service requires that the Client acknowledges, in writing (including email), that they have read, understood and agreed to these terms and conditions.

Project Terms

Prior to commencement of the proofreading or beta reading work, the Client and I will agree, in writing (including email), the terms of the project:

- the medium in which the proofreading or beta reading service will be carried out (eg in Word, in Google Docs, on PDF, on paper)
- how the material will be annotated (eg Track Changes in Word, BSI correction symbols on paper)
- the length of time required to complete the project, as advised by me
- a fee for the project, based on a quotation supplied by me, in writing (including email), following my evaluation of the material to be worked on and the time frame required to complete the job
- any expenses (eg postage) that the Client will bear in addition to the costs of the service

- the date by which the material will be delivered by the Client to me
- the latest date by which the completed project will be returned, following my advice to the Client

Please note that if, on receipt of the project 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 or from the sample supplied, I may renegotiate the fee and/or the deadline or decline to carry out the work.

Quotations and Fees

- For proofreading, a quotation for the work will be provided by me to the Client following my evaluation of a representative sample of the materials to be worked on, and a discussion with the Client as to what is required.
- Once the Client and I have agreed the full fee, it is non-negotiable unless the Client extends the word count of the job or requests additional services. In this case, a revised quotation and job-completion date will be negotiated.
- The Client will pay me a fee per 1,000 words in the original document, OR an agreed flat fee for the project, as agreed in writing.
- Any quotation confirmed in writing (including email) will remain valid for 28 days from the date of the quotation.
- Unless otherwise agreed, I will supply the Client with a final invoice immediately upon completion of the project.
- Unless otherwise agreed, the fee quoted is for one pass of a manuscript. This means I will go through the manuscript from start to finish only once. (However, I will check responses to queries left in the manuscript as part of the editing process.) Additional passes are new projects, the terms of which will be agreed separately.
- Unless otherwise agreed, payment should be made by bank transfer within 30 days of receipt of my invoice.
- Under the terms of the Late Payment of Commercial Debts (Interest) Act 1998, I reserve the right to charge interest and compensation should payment exceed 30 days.

Deposits

- If the project fee is more than £200, I require a deposit of 50% from new clients.
- At my discretion, I may ask for a 25% deposit (instead of a 50% deposit) from repeat clients.
- Deposit payments are due upon receipt of the deposit invoice.
- If a deposit is required, the agreed project schedule will not be fixed until the deposit amount is received.
- All deposits are non-refundable.

Cancellation policy

- Both the Client and I have the right to terminate the contract for my services at any time if there is a serious breach of its terms.

- I may cancel a service at any time for any reason by providing written notice (including email) to the Client. In the unlikely event that I do cancel the service, I will provide a full refund.
- The Client can cancel a service for any reason by providing me with written notice (including email).
- If the Client cancels once work has commenced, I reserve the right to invoice for the work completed to date.
- If, in the unlikely event that the Client is touched by extraordinary or difficult circumstances that cause cancellation or delay (eg family crisis, illness, bereavement), the Client should contact me to discuss the terms of the cancellation policy. I aim to be fair and helpful at all times.
- If I am touched by extraordinary or difficult circumstances that cause cancellation (eg family crisis, illness, bereavement), I will contact the Client in writing at the earliest opportunity and do my best to renegotiate the time frame of the project or find an alternative supplier of the required services.

Confidentiality

- 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.
- I will not, under any circumstances, upload the Client's files to external websites or distribute them to third parties unless specifically authorised to do so, in writing, by the Client. I do, however, use Onedrive as a cloud storage system. See my Privacy Policy for how your data is protected.
- Under the terms of the Data Protection Act 1998, the Client and I may keep on record such information (eg contact details) as is necessary. Either may view the other's records to ensure that they are relevant, correct and up to date.

Liability

- I will do my utmost to ensure all work is correct and error-free; however, no guarantee can be made for perfection.
- I will not be liable for any losses of any kind from missed errors or editorial advice provided. I will not be liable for any consequential, indirect or special loss/damage. I will not be liable for any loss or damage arising from any event(s) beyond my reasonable control.
- Digital editing means I will highlight any errors during proofreading, but it is not down to me to action these changes.
- I am not responsible for any factual errors in the content of the Client's work.

Copyright

- All content delivered to me by the Client for the proofreading or beta reading project is owned by the Client.
- In this respect, the Client agrees to hold me harmless from and against all claims, liabilities and expenses arising out of any potential or actual copyright or trademark misappropriation or infringement claimed against them.

- Following payment of my invoice, any content created by me as part of the services process will become the copyright of the Client unless otherwise agreed.

Legal jurisdiction

- This agreement is subject to the laws of England and Wales, and both the Client and I agree to submit to the jurisdiction of the English and Welsh courts.
- The exclusive venue for any arbitration or court proceeding based on or arising out of this Agreement shall be Essex, England.

Privacy policy and the GDPR

- Please read my Privacy Policy, which explains the data I collect, how I use and store it, and my compliance with the GDPR.
- Personal data and work files are held for the purposes of providing my editorial services, and to ensure HMRC compliance.
- I reserve the right to disclose personal information if:
 - Mandated by law.
 - In connection with any court actions brought by the Client against me.
 - In the good-faith belief that such action is necessary to protect and defend the rights, property or safety of my website, its users or the public.
- I keep the files in password-protected cloud-based storage and use an external hard drive for backup.

Acknowledgements in published works

- There is no requirement for the Client to mention me in the published work's acknowledgements section. However, the Client agrees that I will have the opportunity to review any such mention prior to publication or to decline to be mentioned.

Disclaimer and the use of the website

- The information on the website is for general information purposes only, and I do my best to keep it up to date. It is subject to change without notice.
- Every effort is made to keep the website up and running smoothly. However, I cannot guarantee continued and uninterrupted availability of the website, and I am not liable if the website is temporarily unavailable because of technical issues beyond my control.
- The Client agrees that the website will not be used for illegal purposes and will respect all applicable laws and regulations.
- The Client also agrees not to compromise the security of the website.

These Terms and Conditions were last updated on 29th January 2024.