
Contract of proofreading/editing services

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

1. General overview

1.1 These terms and conditions apply to any work done on behalf of the Client (you) by me (Grant Ralston | **Strength-Physiology.Online**).

1.2 I will provide proofreading/editing services agreed upon (in writing) by myself and the Client.

1.3 The Client is under no obligation to offer me work; neither am I under any obligation to accept work offered by the Client.

1.4 The work will be carried out unsupervised at such times and places as determined by me, using my own equipment.

1.5 The work will be carried out by me. I will not subcontract proofreading/editing projects, or parts of projects, to third parties.

1.6 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.

1.7 I am not VAT-registered.

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

2. Project terms

2.1 Prior to commencement of the proofreading/editing work, the Client and I will agree, in writing (email), the terms of the project:

- the medium in which the proofreading/editing service will be carried out (e.g. in Word, on PDF)
- how the material will be annotated (e.g. Track Changes in Word)
- 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 (email), following my evaluation of the material to be proofread/edited and the time frame required to complete the job
- the date by which the material will be delivered (e.g. email) by the Client to me
- the latest date by which the completed project will be returned, following my advice to the Client.

2.2 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, I may renegotiate the fee and/or the deadline, or decline to carry out the work.

3. Quotations and fees

3.1 A quotation for the work will be provided by me to the Client following my evaluation of the materials to be worked on, and a discussion (e.g. phone call or email) with the Client as to what is required.

3.2 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.

3.3 The Client will pay me a fee per 1,000 words OR an agreed flat fee for the project, as agreed in writing.

3.4 Unless otherwise agreed, I will supply the Client with an invoice immediately upon completion of the proofreading/editing project.

3.5 Payment should be received within a specified time, agreed in advance, from submission of the invoice or within 30 days, as set out in the Late Payment of Commercial Debts (Interest) Act 1998 – Amended and Supplemented in 2002.

3.6 I am a signatory to the [Pay On Time](#) code of practice.

4. Booking-confirmation form

4.1 The booking-confirmation form is an agreement to **the contract of services** between me and the Client.

Booking-confirmation form

4.2 When the Client has reserve a booking time-slot, a non-refundable booking fee will be required.

4.3 By filling in the booking-time-slot, the Client agrees to secure my on-line/proofreading/editing services for at a specific and mutually agreed time.

4.4 By filling in the booking-time-slot, the Client confirms that they have read and agreed to the terms and conditions herein. From thereon, the terms of the cancellation policy (see below) apply.

4.5 The booking fee will be deducted from the final invoice issued when the editing work is complete.

4.6 The booking is considered confirmed once the booking fee has been paid by the Client and received by me.

5. Cancellation policy: Terms, fees and project-commencement reminders

TERMS:

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

5.2 This Client is free to cancel a service for any reason by providing me with written notice (including email); I must acknowledge this cancellation in writing (including email) for this to be valid.

5.3 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 cancel a service, I will provide a prorated refund of any overages of fees paid (including the booking fee).

5.4 If, in the unlikely event that the Client is touched by extraordinary or difficult circumstances that cause cancellation or delay (e.g. 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.

5.5 If I am touched by extraordinary or difficult circumstances that cause cancellation (e.g. 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 proofreading/editing services. The booking fee will be refunded.

FEES:

5.6 CANCELLATION DURING THE PROJECT: If the Client cancels the work during the proofreading/editing project, I reserve the right to invoice for 100% of the agreed fee.

5.7 CANCELLATION PRIOR TO PROJECT COMMENCEMENT:

- If the Client wishes to cancel with **less than one days' notice**, I reserve the right to invoice for 100% of the agreed fee.
- If the Client wishes to cancel with **more than 14 days notice**, no charge will apply.

6. Confidentiality

6.1 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.

6.2 I will not, under any circumstances, upload the Client's files to external websites or distribute them to third parties unless specifically authorized to do so, in writing, by the Client. I do, however, use Dropbox as a cloud storage system. See my Privacy Policy for how your data is protected.

6.3 Under the terms of the Data Protection Act 1998, the Client and I may keep on record such information (e.g. contact details) as is necessary. Either may view the other's records to ensure that they are relevant, correct and up to date.

7. Copyright

7.1 All content delivered to me by the Client for the proofreading/editing project is owned by the Client.

7.2 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.

7.3 Following payment of my invoice, any content created by me as part of the proofreading/editing process will become the copyright of the Client unless otherwise agreed.

8. Legal jurisdiction

8.1 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.

8.2 The exclusive venue for any arbitration or court proceeding based on or arising out of this Agreement shall be Norfolk, England.

9. Privacy policy and the GDPR

9.1 Please read my [Privacy Policy](#), which explains the data I collect, how I use it and store it, and my compliance with the General Data Protection Regulation (GDPR).

10. Acknowledgements in published works

10.1 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.

Privacy policy

I am a registered sole trader operating as Strenght-Physiology.Online. I offer copyediting and proofreading services to students, academics authors with a worldwide customer base.

This policy describes how I protect and make use of the information you give me.

If you are asked to provide information, it will only be used in ways stated in this policy.

This privacy policy was last updated on **6 February 2020**.

Why do I collect data from you?

I gather and use certain information about you in order to:

- respond to your requests for information (e.g. my availability or a quote for editorial services)
- allow you to register for a special offer
- allow me to contact you while an editing project is ongoing
- allow access to course and book content
- enable certain functions on this website
- better understand how visitors use this website

What information do I collect from you?

I collect the following minimal information:

- name
- email address
- information pertinent to your enquiry (e.g. word count, nature of project and academic level)

How do I use this data?

The data I collect is used as follows:

- For my internal accounting processes (e.g. so I can invoice you) and so that I am compliant with my tax authority (HMRC) should it request an audit.

- To contact you in response to your enquiry, order, quote, special offer or booking.
- To give you access to content you have purchased that resides on my website.
- To record your agreement to the terms and conditions of my editorial services.

I will never use this data for marketing or promotion purposes without getting your permission in writing first (for example, to publish your testimonial for me on my website), or unless you have signed up to be notified about a specific offer.

How do I use cookies?

A cookie is a small file placed on your computer's hard drive. It enables my website to identify your computer as you view different pages on my website.

The only way in which I use cookies is for web analytics, specifically:

- Google Analytics

Cookies do not provide me with access to your computer or any information about you other than that which you elect to share with me.

You can use your web browser's cookie settings to determine how my website uses cookies. If you do not want my website to store cookies on your computer or device, you can amend your settings. Please note that this may affect how my website functions, and some pages may become unavailable to you.

- To learn more about cookies, visit [All About Cookies](#).
- To read Google's privacy statement, and how after 25 May you can request that I remove your information from my analytics data, see [Google's data privacy policies and approach](#) and its [data processing terms](#).

How do I collect your personal data?

I collect and store minimal information via the following forms:

- Contact form
- Booking confirmation form
- Course/book order form
- Author's style preferences form
- Blog signup (via MailChimp)
- Email (via British Telecom)

I will never lease, distribute or sell your information to third parties unless you give me written permission to do so, or I am required to do so by law.

You can ask me to remove your data from MailChimp at any time. Please note that if your information is being held to enable access to content that you've purchased from me (e.g. books), the removal of your data will remove your access.

How do I store your personal data?

The minimal information I collect is stored on the following data servers:

- **Wix.** This is my website host. It is password-protected and has SSL-certification (https) to provide an additional layer of security. You can access **Wix's** privacy policy [here](#).
- **Dropbox.** This is my cloud-based file management system accessed via my password-protected computer. My Dropbox account is protected by a two-step password-authentication process. You can access Dropbox's privacy policy [here](#).
- **MailChimp.** This is my blog-subscription management system. MailChimp requires a double opt-in. That means that after a subscriber signs up they have to confirm their opt-in via email. You can access MailChimp's privacy policy [here](#).
- **PayPal.** This is the password-protected online payment service I use for sales of my courses and books, and for editorial-services clients who elect not to be invoiced via direct bank transfer.
- **BT Mail.** This is the UK-based password-protected server I use to communicate via email. You can access BT's privacy policy [here](#).

DATA SERVERS IN THE UNITED STATES

- Wix, Dropbox and MailChimp's servers are based in the US but are registered with the **EU-US Privacy Shield**.
- All PayPal transactions are subject to the **PayPal Privacy Policy**. Your data will used for accounting purposes only and will never be divulged to third parties.

How long do I keep your data for?

Because many of my customers and clients work with me more than once, I do not delete data unless specifically requested to do so.

- **HMRC** requires me to keep records for 'at least 5 years after the 31 January submission deadline of the relevant tax year'. See '[How long to keep your records](#)'.
- Please ask if you want me to delete or amend your records. As long as I'm complying with HMRC's legal requirements, I'll action your request immediately.

With whom is your data shared?

No one, unless you request that I do so in writing, or HMRC elects to audit my business.

Contact me

If you have any questions or requests for modification or removal of your data, you are welcome to email me at grant@strength-physiology.online or write to me at Grant Ralston, 52 Station Road, Armadale, Bathgate, West Lothian, EH48 3GP, Scotland, UK.

If you need assistance with creating your own GDPR-compliant website privacy policy, the [ICO](#) provides some excellent guidance