

Brontë Proofreading and Editing Services

Terms & Conditions

The following terms & conditions are provided so that you (the Client) and I, Paula Kench (Brontë), the professional proofreader & editor, owner of Brontë Proofreading and Editing Services (the service(s)), both have a straightforward and honest understanding of what is involved in the service(s) Brontë provide(s), and the expected responsibilities of the Client's or the duration of the engagement, in advance of working together.

If you have any questions or concerns, please [contact me](#) so that I can provide clarity and reassurance.

1. General Overview

- 1.1. These terms & conditions apply to any work done on behalf of the Client by Brontë.
- 1.2. Brontë will provide services as mutually agreed and confirmed in writing (including email) by Brontë and the Client.
- 1.3. The Client is under no obligation to offer Brontë work; neither is Brontë under any obligation to accept work offered by the Client.
- 1.4. The work will be completed unsupervised at such times and locations determined by Brontë, using Brontë's own equipment.
- 1.5. The work will be carried out by Brontë. Brontë will not subcontract projects or parts of projects to third parties.
- 1.6. I confirm that I am self-employed, wholly responsible for Brontë's income tax and national insurance contributions, and for paying VAT (where applicable) and will not claim any benefits or bonuses granted to the Clients' employees.
- 1.7. Brontë is not currently VAT-registered.
- 1.8. Brontë agrees to attend the Client's or other premises for necessary meetings, the time spent and agreed reasonable expenses incurred to be reimbursed by the Client.
- 1.9. The Client will reimburse Brontë for agreed reasonable expenses over and above usual expenses incurred in the process of editorial work.
- 1.10. The contract of service requires that the Client acknowledges in writing (including email), that they have read, understood and agreed to these terms & conditions.

2. Project Terms

- 2.1. Prior to commencement of the project, the Client and Brontë will agree in writing (including email), the terms of the project. This will include, but not be limited to:
 - 2.1.1. The medium in which the service(s) will be carried out (e.g. Microsoft (MS) Word, PDF, Printed on paper, etc.).
 - 2.1.2. How the Client wants the material to be annotated (e.g. track changes in MS Word, BSI stamps in PDF, BSI correction symbols on paper, etc.).
 - 2.1.3. The approximate size of the undertaking (number of words or pages etc.).
 - 2.1.4. The length of time required by Brontë to provide a competitive quote for the project, as determined by Brontë.
 - 2.1.5. A fee for the project based on a quotation supplied by Brontë, in writing (including email), following evaluation of the material to be proofread and/or edited.
 - 2.1.6. The timeframe required to complete the project.
 - 2.1.7. Any expenses (e.g. postage) that the Client will bear in addition to the costs of the service(s) provided by Brontë.
 - 2.1.8. The date by which the material will be sent to Brontë by the Client.
 - 2.1.9. The latest date by which the completed project will be returned to the Client, following Brontë's advice to the client.
- 2.2. I will contact the Client **two weeks before the mutually agreed start date** with a reminder that the file is due 24 hours before said start date.
 - 2.2.1. If in the unlikely event that the Client does not confirm in writing (including email) within one week prior to the mutually agreed start date that they will be supplying the file for editing, the project is deemed to have been cancelled by the Client and the slot in my schedule will be released.
 - 2.2.2. If, as is likely, the Client confirms the project, I will ask for the file to be sent to me 24 hours before the start date.
- 2.3. Please note that if , on receipt of the project to be worked on (or at an early stage of the work) it becomes evident that significantly more work is required, than had been anticipated in the initial discussions or briefing, or from the sample supplied, Brontë 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 Brontë to the Client following an evaluation of a representative sample of the material(s) to be worked on, and a discussion with the Client as to what is required.
- 3.2. Once the Client and Brontë have agreed the full fee, it is then non-negotiable unless the Client extends the word count of the job or requests additional services. In this case a revised quotation and project completion date will be negotiated.
- 3.3. The Client will pay Brontë a fee per 1,000 words OR per page OR per hour OR an agreed flat fee for the project, as agreed in writing (including email).
- 3.4. Unless otherwise agreed, Brontë will supply the Client with an invoice immediately upon completion of the project.
- 3.5. Payment to Brontë should be made within a maximum of 30 days of the final invoice date. (See note on [booking fees](#) below).
- 3.6. I use the Government's [Prompt Payment Code](#).
- 3.7. Unless otherwise agreed, the fee quoted is for one complete pass of the material. Additional requests will be considered new projects, the terms of which will be agreed separately.

4. Booking Confirmation

- 4.1. Completion of a Booking Confirmation Form constitutes the agreement to the contract of services between the Client and Brontë.
- 4.2. By completing the Booking Confirmation Form, the Client has confirmed their intention to secure Brontë service(s) for the mutually agreed upon project.
- 4.3. By completing the Booking Confirmation Form, the Client confirms that they have read, understood and agreed to the terms & conditions herein. From thereon, the terms of the Cancellation Policy apply.

5. Booking Fee

- 5.1. For all projects regardless of size, a booking fee of 25% of the full project cost will be paid up front to Brontë by the Client and is non-refundable (with the exception of certain cancellation policy conditions).
- 5.2. The booking fee will be deducted from the final invoice issued when the project has been completed.
- 5.3. The booking is considered confirmed once the booking fee has been paid by the Client and received by Brontë.
- 5.4. The booking fee should be paid within three working days of sending the booking confirmation form to secure position in the Brontë work schedule.
- 5.5. A receipt for payment of the booking fee will be sent to the Client on the next working day.

6. Cancellation Policy

- 6.1. Both the Client and Brontë have the right to terminate a contract for service(s) at any time if there is a serious breach of its terms & conditions.
- 6.2. The Client is free to cancel a service for any reason, by providing Brontë with written notice (including email) and Brontë must acknowledge this cancellation in writing (including email) for this to be valid.
- 6.3. Brontë may cancel a service at any time, for any reason, by providing written notice (including email) to the Client. In the unlikely event that Brontë cancel a service, Brontë will provide a prorated refund of any fees paid (including the booking fee).
- 6.4. If, in the unlikely event that the Client is affected by extraordinary or difficult circumstances that may cause cancellation or delay to an agreed schedule/project (e.g. illness, bereavement, family crisis, etc.), the Client should contact Brontë to discuss the terms of the cancellation policy. Brontë aims to be fair and helpful at all times.
- 6.5. If Brontë is affected by extraordinary or difficult circumstances that may cause cancellation or delay to an agreed schedule/project (e.g. illness, bereavement, family crisis, etc.), Brontë will contact the Client in writing at the earliest opportunity and make every effort to renegotiate the timeframe of the project or find an alternative supplier of proofreading and/or editing services. The booking fee shall be refunded.
- 6.6. If the Client cancels the work:
 - 6.6.1. During the project, Brontë reserves the right to invoice the Client for 100% of the agreed fee (less the booking fee).
 - 6.6.2. With less than one month's notice, Brontë reserves the right to invoice the Client for 50% of the agreed fee (less the booking fee).
 - 6.6.3. With more than one month's notice, the booking fee will not be refunded, but no other charges shall apply.

7. Confidentiality

- 7.1. The nature and content of the work will be kept confidential and not made known to anyone other than the Client and its contractors/employees, without prior written permission.
- 7.2. Brontë 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.
- 7.3. Brontë uses MS OneDrive (personal vault) as cloud storage. See Brontë's Privacy Policy for how Client data is protected.
- 7.4. Under the terms of the General Data Protection Regulation (GDPR), the Client and Brontë may keep on record such information as is necessary for business to be conducted between them (e.g. contact details). Either may view the other's records to ensure that they comply with the seven key principles when storing and/or processing personal data.

8. Copyright

- 8.1. All content delivered to Brontë by the Client for the completion of the project is owned by the Client.
- 8.2. In this respect, the Client agrees to hold Brontë harmless from and against all claims, liabilities and expenses arising out of potential or actual copyright or trademark misappropriation or infringement claimed against them.
- 8.3. Following payment of the Brontë's invoice, any content created by Brontë as part of the project will become the copyright of the Client unless otherwise agreed.

9. Quality Assurance

- 9.1. As a member of the Chartered Institute of Editing and Proofreading ([CIEP](#)), Brontë aims for editorial excellence by adhering to their [Code of Practice](#).
 - 9.1.1. *Guidance from the CIEP*
In response to the question of whether perfection can be expected from the proofreader, the Chartered Institute of Editing and Proofreading (CIEP) says:

*That is the aim, but perfection is rarely possible. By the Law of Diminishing Returns, perfection requires inordinate amounts of time and money. It is not realistic, but nor are some clients. Even when time is tight, they still want perfection while paying only for 'good enough'. If they **did not pay for copy-editing**, the proofreader can only sort out the worst problems. [...]*

*An experienced professional proofreader, **reading a copy-edited typescript**, should be able to spot and deal appropriately with at least 80% of all errors but at least 90% of typos – other things being equal. (Perfection).*
- 9.2. For any work undertaken on behalf of the Client, Brontë will:
 - 9.2.1. Do their absolute best and aim for the very highest editorial standards.
 - 9.2.2. Improve the quality of the Client's material.
 - 9.2.3. Respect the Client's work, privacy and confidentiality.
 - 9.2.4. Not make unachievable promises with regard to perfection, because it would be unethical to do so. Brontë would be misleading you. And that's not the way Brontë does business.

10. Legal Matters

- 10.1. These terms & conditions are subject to the laws of England and Wales, and both the Client and Brontë agree to submit to the jurisdiction of the English and Welsh courts.
- 10.2. Brontë will stop working on a project immediately if it, or any part of it, appears to:
 - 10.2.1. Contain offensive or defamatory content.
 - 10.2.2. Breach copyright.
 - 10.2.3. Promote illegal activities.
 - 10.2.4. Promote practice or ideas that may cause physical or mental harm to those who read the content.
- 10.3. Brontë cannot take any responsibility for legal actions arising from your unlicensed use of copyright material.
- 10.4. The exclusive venue for any arbitration or court proceedings based on or arising from these terms & conditions or contract shall be Bradford, England.

11. Privacy Policy and the GDPR

- 11.1. Please read Brontë's Privacy Policy, which explains how data is collected and used as well as Brontë's compliance with the General Data Protection Regulation (GDPR).

12. Acknowledgements in Published Works

- 12.1. There is no requirement for the Client to mention Brontë in their published works acknowledgements section. However, the Client agrees that Brontë will have the opportunity to review any such mention prior to publication or can decline to be mentioned.