



# BLACK CAT EDITORIAL SERVICES

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## Terms and conditions

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### General

- These terms and conditions apply to any work done for the Client by Hannah McCall, trading as Black Cat Editorial Services.
- The Client is under no obligation to offer Hannah McCall work; neither is Hannah McCall under any obligation to accept work offered by the Client.
- Hannah McCall will provide the service(s) as mutually agreed, confirmed in writing by the Client.
- The work will be carried out unsupervised at such times and places as determined by Hannah McCall, using her own equipment.

### Quotes

- A sample of work will be requested in order to provide an appropriate quote. It must accurately reflect the standard of the Client's project.
- The Client should confirm the total word count of the project.
- The Client should confirm the date that services would be required to commence and the preferred deadline for completion (if applicable).

- The quote may be a fee per hour OR per printed page OR per thousand words OR an agreed flat fee for the job. The quote will be dependent on the required turnaround for the job and the length of the project.
- Quotes will be provided in writing (by email).
- If any changes are made to the length or nature of the project after the initial quote is given, the quote may be altered by agreement. Hannah McCall reserves the right to decline the project if substantial alterations have been made.
- Quotes are valid for 30 days from date of issue and are given on the basis that, unless otherwise agreed, the work to be subject to the editorial service is provided in its entirety.
- Unless otherwise stated, quotes are for one proofread or copy-edit or read-through only.

## **Timescale**

- The Client will receive the estimated timescale for the project along with the quote, unless otherwise agreed.
- If the Client requested the work to be completed by a specific deadline, this will be confirmed or an alternative deadline proposed along with the quote.
- The timescale provided to the Client is dependent on the work being sent to Hannah McCall on the agreed date and at the agreed time. If the document is sent later than agreed, a revised timetable may be given.
- The document return date and time will be confirmed to the Client once the work has been received by Hannah McCall, unless otherwise agreed. Return times will be given in local UK time (GMT or BST).
- Receipt of documents from the Client to Hannah McCall is deemed to have occurred upon email, phone or text-message confirmation by Hannah McCall.
- In the unlikely event of external circumstances causing possible delays or putting the deadline at risk, the Client will be notified at the earliest opportunity.
- Delivery of documents (via email) by Hannah McCall is deemed to have occurred at the time the email is sent. It is the Client's responsibility to confirm receipt of the document.

## **Quote or timescale revisions**

- 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.
- If, 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, Hannah McCall may renegotiate the fee and/or the deadline.
- Similarly, if, during the term of Hannah McCall's work, additional tasks are requested by the Client, Hannah McCall may renegotiate the fee and/or the deadline.
- Hannah McCall reserves the right to return any project after receiving it if there are concerns about the work (such as if the project requires more work or time than originally estimated).

## **Liability**

- Hannah McCall will do her utmost to ensure all documents, texts and files are correct and free of errors; however, no guarantee of this can be given.
- Hannah McCall will not be liable for any losses, of any kind, resulting from missed errors or the editorial advice provided. Hannah McCall will not be liable for any consequential, indirect or special loss/damage. Hannah McCall will not be liable for any loss or damage arising out of any event(s) beyond her reasonable control.
- Digital editing means that errors highlighted during the editing process are often corrected; however, it is not the responsibility of Hannah McCall to action the changes.
- Hannah McCall is not responsible for the factual accuracy or content of the Client's project.
- Hannah McCall will provide the Client with a sign-off form when the project is delivered to the Client. The form will request that the Client sign the form to confirm receipt of the project

and that the project has been completed according to the project agreement and the terms and conditions in this document. It is the Client's responsibility to complete and return the form to Hannah McCall. Failure to return the form within 5 days will be interpreted as implicit acceptance of the project as delivered.

## **Confidentiality**

- Any content created by Hannah McCall as part of the editorial process will become the copyright of the Client, unless otherwise agreed.
- The specific nature and content of the work will be kept confidential and not made known to anyone other than the Client and its contractors (if applicable) without prior written permission.

## **Cancellations**

- If the Client cancels the work or changes the schedule within 48 hours of the previously agreed start time, Hannah McCall reserves the right to charge for the time lost by her.
- The Client has the right to cancel the agreed service within 14 days of returning the completed project agreement. If the Client has requested or agreed that the editorial service should start before the 14 days have elapsed, the Client agrees to pay for any work undertaken before they give notice of cancellation. The Client must give notice of cancellation in writing.
- Advance payments are non-refundable in the case of cancellation by the Client.

## **Breach of contract**

- Either the Client or Hannah McCall has the right to terminate a contract for services if there is a serious breach of its terms.
- This agreement is subject to the laws of England and Wales, and both Hannah McCall and the Client agree to submit to the jurisdiction of the English and Welsh courts.

## **Payment**

- Hannah McCall 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.
- Hannah McCall does not charge VAT and does not have a VAT registration number.
- The Client will reimburse Hannah McCall for agreed reasonable expenses over and above usual expenses incurred in the process of the work.
- International (non-UK) clients are responsible for any conversion or transfer fees incurred.
- Payment of a deposit, a proportion of the total fee or the entirety of the total fee may be required from the Client in advance of work commencing.
- Any advance payment made is non-refundable, unless the project is cancelled by Hannah McCall.
- If the project is lengthy, Hannah McCall may invoice the Client periodically for completed stages.
- An invoice will be sent to the Client following the completion of the job. If an advance payment (deposit, proportion of fee or total fee) is required, an invoice for that payment will be sent to the Client before the job is confirmed and/or can commence.
- The Client has no right to reduce the quoted and agreed fee.
- Unless agreed otherwise at the outset, payment will be made within 30 days of receipt of Hannah McCall's invoice, according to the Late Payment of Commercial Debts (Interest) Act 1998 (amended 2002 and 2013).

## **Promotional material**

- Hannah McCall may use the Client's name, and a brief, non-specific description of the project, in her promotional material unless the Client requests otherwise.
- Hannah McCall may use written feedback or comments made by the Client in her promotional material unless the Client requests otherwise.

## **Data protection**

- Under the terms of the Data Protection Act 1998, and the General Data Protection Regulation (GDPR), the Client and Hannah McCall 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.
- Hannah McCall will keep any files provided by the Client on her system for at least 6 years. The Client may request their removal at an earlier date.
- Hannah McCall will back up the Client's files, including personal details, to an external, password-protected and encrypted USB.