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Terms and conditions

of the provision of proofreading and editing services by SpotFind Proofreading.

Scope and definitions

In this document:

I/me/my = Clare Gathercole, trading as SpotFind Proofreading.

Job = a specific piece of work being commissioned.

The following terms and conditions apply to any proofreading or editing work carried out for you by me, unless expressly agreed otherwise in writing by me.

I reserve the right to amend these terms and conditions at any time.

Standard terms and conditions

1. Unless otherwise agreed between us in writing, any contract between us is subject to the laws of England and Wales, and to the jurisdiction of the English and Welsh courts.
2. Any agreement between us under these terms and conditions is a contract for the provision of a freelance proofreading and/or editing service in relation to a specific job and not a contract of employment.
 - a. You are under no obligation to offer me work; nor am I under any obligation to accept work offered by you.
 - b. I will provide service(s) as mutually agreed and confirmed in writing by you.
 - c. The work will be carried out unsupervised, at such times and places as determined by me, using my own equipment.
 - d. 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 your employees. I am not currently registered for VAT but confirm that, should this change, I will be responsible for paying VAT.
3. You undertake to truly and fully represent the nature of the job to me prior to the agreement of any contract for services.
 - a. You agree to supply, on my request, either the entire document or a fair and representative sample of it (together with an accurate word count of the entire document) for evaluation purposes.
 - b. The following are to be established between us and confirmed in writing:
 - Your requirements, which may be set out by means of the provision of a formal brief or otherwise;
 - The methods by which the work is to be carried out, the formats in which materials are to be exchanged between us, and any special delivery requirements;

- The date(s) by which you will, if not already supplied, supply the document (or instalments of it) together with any agreed style references required by me to do the job;
 - The date(s) by which you require me to supply the completed job (or instalments of it) to you;
 - The proposed fee for the job, which will be one of the following:
 - A fixed amount agreed in advance on the basis either of a quote issued to you by me or of a fee offered by you to me;
 - A variable amount based on an hourly rate¹ agreed in advance and an estimate of the time required to complete the job (including an allowance for project setup and management), and subject to any special conditions and limitations agreed in writing between us;
 - Which expenses (if any) are to be reimbursed by you (these might include, but are not limited to, postage, printing, or the cost of attending meetings);
 - Any proposed variation from the standard payment options offered or the normal payment period (as set out in item 23), and any arrangements for payment by instalments;
 - Applicable terms and conditions, of which these will form a part.
4. Work on the job will not normally start prior to the establishment of a written agreement of terms between us to act as a contract for services. An exchange of emails may be sufficient for this purpose.
 5. Quotes are calculated on the basis of the appropriate hourly rate,¹ the document length, the complexity of the work required and the speed of service which has been requested.
 6. Quotes are issued free of charge and you are under no obligation to accept any quote issued by me. Unless otherwise stated, I will honour the price quoted for 30 days from the date of issue, subject to the condition set out in item 7.a being satisfied.
 7. Any quote or contract between us is valid if and only if:
 - a. The information and materials supplied by you as the basis for the quote or agreement are, and remain, truly indicative of the nature of the document, of the complexity and extent of the work involved and of the speed of service required;
 - b. You supply all the materials required by me to do the job and you supply them by the agreed date(s) and time(s).
 8. If either of the conditions set out in item 7 is breached, then the original quote or agreement will no longer be binding and I may renegotiate the fee and/or the delivery date.
 9. Either party has the right to terminate a contract for services if there is a serious breach of its terms. Specifically (but without excluding other possible reasons for termination), I may elect to terminate a contract if:
 - a. Either of the conditions set out in item 7 has been breached and it has proved impossible to renegotiate the fee and/or the delivery date;
 - b. The content of the document supplied includes, or appears to include, matter which is illegal, immoral or offensive.
 10. You may cancel a job or terminate a contract at any time by providing me with prior written notice, which I will acknowledge in writing.
 - a. If you cancel a job before I have started work on it there will be nothing to pay.

- b. If you cancel a job after I have started work on it, you will pay me for the work I have done. This payment will be calculated either as a pro rata fee, based on the proportion of the job which I have completed, or (if an hourly payment rate¹ has been agreed) as a charge for the number of hours I have worked. You will also reimburse me for any agreed expenses which I have already incurred.
 - c. If you cancel a job after I have started work on it, the completed part will be deliverable to you only after the receipt of the relevant payment.
11. I will do my utmost to complete your job and deliver it to you on or before any agreed deadline.
- a. I will let you know of any potential problems in meeting your deadline as soon as I can so that we can discuss possible solutions.
 - b. It is your responsibility to ensure that I have correct contact details for delivery of the completed job and (if relevant) that your system is capable of receiving it.
 - c. If I fail to meet an agreed deadline through no fault of yours, I may, at my complete discretion, offer you a full or partial rebate or refund.
12. Notwithstanding the above, in the very unlikely event that serious and unforeseen circumstances beyond my control arise in which I am not able to complete the job:
- a. I, or a representative if I am unavailable, will contact you as soon as possible to explain the situation. You will have the option to terminate our agreement at that point, in which case the terms set out in item 10 will apply (except that I, or someone acting on my behalf, may deliver any completed portion to you immediately in order to minimise the impact upon you).
 - b. If I have to withdraw in this way, I will, if I can, try to help you find another proofreader or editor to take over the job, but I cannot guarantee that this will be either possible or successful.
13. You acknowledge that proofreading and editing are subjective exercises and that, whilst I will proofread and/or edit your documents to the best of my ability and endeavour to reduce the number of errors in them, I make no guarantee of perfection. However:
- a. If you are not happy with my work, I will do my best to put it right at no extra cost to you.
 - b. At my complete discretion, I may offer a rebate or refund.
14. You retain complete responsibility and liability for the contents of your work.
- a. You are responsible for deciding whether or not to accept and implement the changes I suggest. This remains the case even if I, for your convenience, provide an additional version of the proofread/edited document(s) in which changes have been actioned (this applies to documents proofread/edited using Word Track Changes).
 - b. You are responsible for deciding when or whether to publish or submit your work. I accept no responsibility or liability for the consequences of any errors remaining in the document.
 - c. You are responsible for the factual accuracy of your work.
 - d. You are responsible for ensuring that all relevant copyright permissions are obtained, that your work contains no plagiarisms, and that it does not otherwise contravene the legal or moral rights of any party.
15. Unless otherwise agreed, you will hold the copyright of any content I create in the process of proofreading or editing.
16. I will keep the nature and content of the job confidential and will not make it known to or discuss it with anyone other than you, your authors and your contractors without prior written permission.

17. I will not subcontract your project without your express written permission. Anything that I do, with your agreement, subcontract on your behalf will be completed to the same standard, schedule and budget, and with the same conditions of confidentiality, as it would have been had I carried it out myself.
18. The information that you and I may keep on record is covered by the terms of the Data Protection Act 2018. No more such information will be held than is necessary, at any time, to conduct business and respect any compliance statement or privacy policy published by either party (see SpotFind's privacy policy). Either may view the other's records to ensure that they are relevant, correct and up to date.
19. I will respect the confidentiality of your information and any information you provide in order to enable me to contact authors or contractors, and use it only for the purposes for which it was supplied.
20. It is your responsibility to keep backup copies of any document sent to me for proofreading or editing. I accept no liability for the loss of original work.
21. Unless otherwise specified in the agreement between us, I will retain materials as follows:
 - a. I will keep all files relating to your job on my system for at least six months after completion in order to facilitate any subsequent queries.
 - b. After that period, I will retain for at least seven years anything which is required for my business records (this means correspondence, invoice copies and so on).
 - c. I may also retain indefinitely other files, including the document(s) which I have proofread/edited, as a working reference. However, you may request the deletion of these files at any time, at which point I will completely remove the relevant files from my system.
22. For a short project (lasting less than three months), I will invoice you upon completion of the job. For a longer project, I will invoice periodically, either at agreed intervals or on submission of completed stages.
23. Unless agreed otherwise at the outset, payment will be made within 30 days of receipt of my invoice, according to the Late Payment of Commercial Debts (Interest) Act 1998.
 - a. If payment is not received within this period, I reserve the right to issue a further invoice with amounts added for statutory interest and debt recovery costs as set out in the aforementioned Act and at <https://www.gov.uk/late-commercial-payments-interest-debt-recovery>.
24. Unless agreed otherwise between us, payment will be by one of the standard payment options I offer.
25. Unless otherwise agreed between us, and once the job has been satisfactorily completed, I may use your name in my promotional material. I may also list works I have proofread or edited for you which have subsequently been published, in print or in any digital form.

Additional terms and conditions applicable to students

You are classed as a student if the document you require to be proofread or edited is to be submitted for formal assessment as part of a course of study or training at any level.

All standard terms and conditions also apply to students unless waived or varied in the following.

26. You are responsible for ensuring that you are adhering to your institution's policy and procedures for proofreading or editing of student work, including seeking all necessary permissions and declaring the use of a proofreader/editor when you submit. Please make sure you do this, for your own protection.

SpotFind Proofreading terms and conditions

- a. You agree to supply me with a copy of any relevant guidelines on the use of proofreaders/ editors which have been issued by your institution, or to provide a valid link to a publicly accessible web page where they can be found.
 - b. You agree to put me in touch with your supervisor if I ask you to (this is often unnecessary).
 - c. I will not knowingly breach your institution's rules. If it becomes evident that my work for you is doing so, then I reserve the right to stop work immediately and contact your institution for advice.
27. You acknowledge that my service to you may be limited by specific restrictions on the use of proofreaders or editors which are set out by your institution and to which I will adhere. To understand any limitations on my proofreading/editing service in respect of your work you should familiarise yourself with any relevant regulations issued by your institution.
- a. For the avoidance of doubt, I will not: write your essay for you; summarise or paraphrase paragraphs; check for or correct factual inaccuracies; substantially reduce (or increase) your word count to fit word requirements; or provide a critique on the content of your work.
28. You are responsible for the academic quality of your work. I do not make any guarantee regarding the grade you will obtain.
29. I will keep your work confidential as I would any other (see item 16), except that I will supply your institution with a copy of the proofreading changes or edits if they ask for one.

¹ For your information, my rates track the copy-editing rate suggested by the [Chartered Institute of Editing and Proofreading](#).