Terms and conditions

1. Definitions

(1.1) Throughout these terms and conditions, **I/me** refers to Kelly Bates trading as Kelly Bates Editorial, and **you** refers to the client receiving my services. **We/us** refers to me and the client.

2. About Kelly Bates Editorial

(2.1) I am self-employed as a sole trader. As such, I am responsible for my own income tax and National Insurance.

(2.2) I am not registered for VAT.

(2.3) I understand that I am not an employee of your organisation (if applicable) and am not entitled to any of its staff benefits.

3. Work scheduling

(3.1) Apart from any agreed meetings, the work will be mainly undertaken from my home, unsupervised, using my own resources.

(3.2) I work the hours that suit me to deliver your work to the agreed deadlines.

(3.3) I may not be able to provide an immediate response to emails or phone calls. However, unless you receive an automated response saying that I am ill or on holiday, I will acknowledge all business correspondence by the next working day.

4. Copyright

(4.1) All documents/text I work on will remain the property of you or your organisation.

5. Data

(5.1) In accordance with the terms of the General Data Protection Regulation (effective 25 May 2018), my Privacy Notice documents how I obtain, use and store data.

6. Liability

(6.1) I will provide a professional, high quality service and do my utmost to ensure that my work is free from errors. However, I can offer no guarantee of this, nor can I influence what happens in your organisation after I have written a document for you.

(6.2) The document/text remains your responsibility at all times and you should check my writing, amendments or comments carefully before accepting them and signing off the project.

Kelly Bates trading as Kelly Bates Editorial
Kelly@kellybateseditorial.co.uk
Last updated: 03.11.20

7. Cancellation

(7.1) We both have the right to cancel the contract at any time should there be a serious breach of its terms.

(7.2) Services are chargeable from the point at which you accept my quote in writing.

(7.3) If you cancel the project at any time between the point of accepting my quote and halfway through the project, I reserve the right to charge you for up to 50% of the price agreed.

(7.4) If you cancel the project after the halfway point, I reserve the right to charge you for up to 100% of the price agreed.

8. Renegotiation

(8.1) We are both able to renegotiate these terms, specification and deadlines during the project, but we must both agree this in writing.

(8.2) In such circumstances, I may issue a revised quote and specification.

(8.3) If you change the remit significantly during the course of the project, it may be considered to be a new project and therefore the cancellation terms above may apply to the piece of work originally agreed.

(8.4) If you do not provide me with the document/text on the agreed date to allow me to commence work, I reserve the right to renegotiate the fee and/or deadline.

9. Payment terms

(9.1) I will issue invoices upon completion, or at stages of the project as agreed by both of us.

(9.2) You must pay invoices in full by BACS transfer within 30 days of the invoice date (bank details will be provided on the invoice).

10. Feedback

(10.1) Upon completion of the project, I will ask you for some basic feedback about the service you have received from me, and I may request a short testimonial to use as a reference for future clients. There is no obligation to provide either of these but it would be very helpful if you could.

(10.2) I will ask for your written permission before any of this information is shared externally (e.g. on my website or shown to future clients).

11. Project-specific terms

(11.1) These will be agreed for each project individually and will generally include:

- summary of work to be undertaken

- format (e.g. Word, PDF)

- price and invoicing arrangements

- timescales

- specification (including use of style guides, templates etc.)

- communication arrangements

- sign-off terms (when we know the project has been completed)

- retention/destruction of data and files (if applicable)

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