

Write Sense Media

Terms and Conditions of Service

- 1 These terms and conditions apply to any work done for the Client by Sally Evans-Darby of Write Sense Media (hereafter known as 'the Freelance').
- 2 The Client is under no obligation to offer the Freelance work; neither is the Freelance under any obligation to accept work offered by the Client.
- 3 The Freelance will provide service(s) as mutually agreed, confirmed in writing by the Client.
- 4 The work will be carried out unsupervised at such times and places as determined by the Freelance, using her own equipment.
- 5 The Freelance 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.
- 6 Where practicable and necessary the Freelance agrees to attend the Client's or other premises for meetings, the time spent and agreed reasonable expenses incurred to be reimbursed by the Client.
- 7 The Client will pay the Freelance either a fee per hour or an agreed flat fee for the job. This will be agreed by both parties before any work commences.
- 8 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.
- 9 If, however, upon 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, the Freelance may renegotiate the fee and/or the deadline.
- 10 Similarly, if, during the term of the Freelance's work, additional tasks are requested by the Client, the Freelance may renegotiate the fee and/or the deadline.
- 11 If the project is lengthy, the Freelance may invoice periodically for completed stages.
- 12 Any content created by the Freelance as part of the copyediting/proofreading/copywriting process will become the copyright of the Client, unless otherwise agreed.
- 13 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.
- 14 In the unlikely event that the Freelance's work is unsatisfactory, the Freelance will rectify it in her own time and at her own expense.

15 Unless agreed otherwise at the outset, payment will be made within 30 days of receipt of the Freelance's invoice, according to the Late Payment of Commercial Debts (Interest) Act 1998.

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

17 Either the Client or the Freelance has the right to terminate a contract for services if there is a serious breach of its terms.

18 If the Freelance has made a substantial contribution to the copyediting/proofreading/copywriting of the work, she will be entitled to receive one free copy of the work.

19 The Freelance may use the Client's name in her promotional material.

20 This agreement is subject to the laws of England and Wales, and both Freelance and Client agree to submit to the jurisdiction of the English and Welsh courts.