



SfEP model terms & conditions

The model set of terms & conditions that follows is offered for the use of SfEP members.

- This model is for sole traders, not freelancers who operate as limited companies.
 - If you alter anything in the model, you do so at your own risk and must remove the Society's name and logo.
1. These terms & conditions apply to any work done for the Client by 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/his own equipment.
 5. The Freelance confirms that she/he is self-employed, is responsible for her/his own income tax and National Insurance contributions, and for paying VAT (where applicable) and will not claim benefits granted to the Client's employees.
 6. The Freelance 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.
 7. The Client will reimburse the Freelance for agreed reasonable expenses over and above usual expenses incurred in the process of editorial work.
 8. The Client will pay the Freelance a fee per hour OR per printed page OR an agreed flat fee for the job, plus VAT where applicable.
 9. 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.
 10. If, however, 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, the Freelance may renegotiate the fee and/or the deadline.
 11. 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.
 12. If the project is lengthy, the Freelance may invoice periodically for completed stages.
 13. Any content created by the Freelance as part of the copy-editing/proofreading/project management process will become the copyright of the Client, unless otherwise agreed.
 14. 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.
 15. The Freelance guarantees that any work that she/he subcontracts on behalf of the Client will be completed to the same standard, schedule and budget and with the same conditions of confidentiality.
 16. If the Freelance's work is unsatisfactory, the Freelance will rectify it in her/his own time and at her/his own expense.
 17. 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 (amended 2002 and 2013).
 18. Under the terms of the Data Protection Act 1998, the Client and the Freelance 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.
 19. Either the Client or the Freelance has the right to terminate a contract for services if there is a serious breach of its terms.
 20. If the Freelance has made a substantial contribution to the copy-editing/proofreading/project management of the work, she/he will be entitled to receive one free copy of the work.

21. The Freelance may use the Client's name in her/his promotional material.
22. This agreement is subject to the laws of England and Wales [or Scots or Northern Ireland law, as appropriate], and both Freelance and Client agree to submit to the jurisdiction of the English and Welsh [or Scots or Northern Ireland] courts.

Signed by the Freelance:

Name: _____

Date: _____

Signed on behalf of the Client:

Name: _____

Position: _____

Date: _____