

Version updated: 01 April 2021

1. Definitions & interpretation

- 1.1. In these Terms and Conditions (T&Cs), unless the context otherwise requires, the following expressions have the following meanings:
 - **Client / You:** the company or individual booking the services
 - **Lighthouse Proofreading / Me / I:** Lorraine Williams trading as Lighthouse Proofreading
 - **We / Us:** both Lighthouse Proofreading and you the Client
 - **Services / Work:** any proofreading, transcription or other mutually agreed-upon services
- 1.2. These T&Cs apply to any work done on behalf of the Client by Lighthouse Proofreading and form the basis of the contract between us.
- 1.3. Each reference to 'writing', and any similar expression, includes all form of electronic and online communications.

2. About Lighthouse Proofreading

- 2.1. I am self-employed and responsible for my own Tax and National Insurance.
- 2.2. I am a sole trader and not VAT registered.
- 2.3. All services will be carried out on a freelance basis, unsupervised at such times and places as I determine, and using my own equipment.
- 2.4. I set my own working days and hours.
- 2.5. The Client is under no obligation to offer me any work and I am under no obligation to accept any work offered by the Client.
- 2.6. I undertake an annual business review (then as required throughout the year) to refine my services, ways of working, pricing structure and way that I quote, so that I can continue to provide a high-quality service.

3. Project terms

- 3.1. Prior to commencement of the work, we will agree the following terms of the project in writing:
 - the document format in which the service will be carried out (e.g. Word, Adobe PDF, Google Docs)
 - how the material will be annotated (e.g. Track Changes in Word, Annotation Tools in PDF, Suggestions in Google Docs)
 - a fee for the project, based on a quote supplied by me, following my evaluation of the material to be worked on and the time frame required to complete the project
 - the date by which the Client will send the project materials to me (the start date)

- the latest date by which I will return the completed project to the Client (the return date) as advised by me
- 3.2. If, on receipt of the materials 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 or from the sample supplied, I reserve the right to renegotiate the fee, scope and/or the deadline, or decline to carry out the work. If this is the case, I will let the Client know as soon as possible.

4. Quotes & fees

- 4.1. I will provide the Client with a quote for the project upon receipt of a brief and following my evaluation of a representative sample of the materials to be worked on.
- 4.2. Quotes are valid for 30 days, subject to availability. I may withdraw a quote at any time.
- 4.3. Unless otherwise agreed, the quoted project fee is for one proofreading pass (one full readthrough) of the materials or one undertaking of the service. Any further work is subject to an updated or additional quote.
- 4.4. Once we have agreed the full project fee, it is non-negotiable unless the Client extends the scope of the project (e.g. increases the word count) or requests additional services. A revised scope, deadline and project fee will be negotiated.
- 4.5. A booking fee will be stated as part of the full project fee. This is the payment required to secure the booking in my schedule.
- 4.6. Unless otherwise agreed, I will issue an invoice immediately upon completion of the work for any remaining fees.

5. Booking confirmation

- 5.1. Once a quote has been confirmed by the Client, a Statement of Work and Booking Contract will be issued to the Client for completion.
- 5.2. By completing and submitting the Booking Contract or providing other written confirmation of the project terms, the Client agrees to the contract of services and confirms that they have read and agreed to the T&Cs herein.
- 5.3. The Client may request to change the booking before I commence the work by providing the information to me in writing as soon as possible.
- 5.4. If the booking is changed, I reserve the right to renegotiate the fee, scope and/or deadline, or decline to carry out the work.
- 5.5. Any requests for services that fall outside of the Statement of Work will be charged at the prevailing hourly rate.

6. Booking fee

- 6.1. An invoice for the booking fee will be issued upon receipt of a completed Booking Contract or other written confirmation of the mutually agreed-upon project terms.
- 6.2. Booking fees are **non-refundable**.

Booking fees:

- 6.3. For a total project fee of up to and including £500, the Client will pay a booking fee of 100% of the total project fee up front.

- 6.4. For a total project fee of £501 and above, the Client will pay 50% of the total project fee up front. The remaining 50% will be invoiced upon project completion.

Booking fee payment terms:

- 6.5. Booking fee invoice payment terms is up to 3 days from the date the invoice is emailed to the Client, depending on the immediacy of the project start date.
- 6.6. The booking fee must be paid as per the terms of the invoice to secure the booking in my schedule under the mutually agreed-upon project terms.
- 6.7. The booking is considered confirmed and is booked in my schedule once the booking fee has been paid by the Client and received by me.
- 6.8. If the booking fee is not received as per the terms of the invoice, the provisional project booking date(s) will be released from my schedule.

7. Payment

- 7.1. All invoices are issued in GBP (£).
- 7.2. I accept the following payment methods:
- BACS
 - Bank transfer/faster payment
- 7.3. Payment for booking fees must be received either immediately or within 3 days (as per the due date on the individual invoice) to secure the booking in my schedule.
- 7.4. Payment for all other invoices must be received within 14 days.
- 7.5. Invoices must be paid in full and the Client will pay for any additional bank charges and transaction fees in connection with the payment to ensure that I receive the full invoice amount.
- 7.6. If the Client does not make the agreed payment for the completed work by the due date, I will charge statutory interest on the overdue sum at a rate of 8% plus the Bank of England base rate. Interest will accrue on a daily basis from the payment due date until the actual date of payment of the overdue sum. The Client must pay any interest due when paying an overdue sum.
- 7.7. The Client is liable to pay any costs that I incur, connected directly or indirectly, with the performance of the contract between the Client and I, including recovery of the costs of collection of unpaid invoices and court fees.
- 7.8. Refunds will be given solely at my discretion.

8. Cancellation policy

- 8.1. Both the Client and I have the right to terminate a contract for services at any time if there is a serious breach of its terms.
- 8.2. I may cancel a booking with immediate effect by providing written notice should the Client fail to make any payments due under the T&Cs of this contract.
- 8.3. The Client is free to cancel a booking, subject to the terms in the cancellation policy below, by providing me with written notice. I must acknowledge this cancellation in writing for it to be valid.

- 8.4. I may cancel a booking at any time for any reason by providing written notice to the Client. In the unlikely event that I cancel a booking, I will issue a prorated refund of any overages of fees paid (including the booking fee).
- 8.5. If, in the unlikely event that the Client is affected by extraordinary or difficult circumstances that cause cancellation or delay (e.g. family crisis, illness, bereavement), the Client should contact me to discuss the terms of the cancellation policy. I aim to be fair and helpful at all times.
- 8.6. If I am affected by extraordinary or difficult circumstances that cause cancellation (e.g. family crisis, illness, bereavement), I will contact the Client in writing at the earliest opportunity and do my best to renegotiate the time frame of the project or find an alternative supplier of the services. The booking fee will be refunded.

Cancellation prior to project commencement:

- 8.7. If the Client cancels the confirmed project on or less than 5 working days before the mutually agreed-upon project start date, I reserve the right to invoice for 100% of the agreed total project fee (less the booking fee) and the Client will be liable to pay the invoice.
- 8.8. If the Client cancels the confirmed project with 6 or more working days' notice before the mutually agreed-upon project start date, the booking fee will not be refunded and no other charge will apply.

Cancellation due to Client delay at project commencement:

- 8.9. I must receive the materials to be worked on either prior to or on the mutually agreed-upon start date (and agreed time, where appropriate).
- 8.10. If the mutually agreed-upon start date is delayed because the Client has not supplied the materials to be worked on, I aim to be flexible where availability allows. I reserve the right to renegotiate the fee, scope and/or deadline, and to cancel the project if I cannot meet the mutually agreed-upon return date as caused by the Client's delay.
- 8.11. If I need to cancel the project because I can no longer meet the mutually agreed-upon return date due to the Client's delay in supplying the materials to be worked on, I reserve the right to invoice for 100% of the agreed total project fee (less the booking fee) and the Client will be liable to pay the invoice.

Cancellation during the project:

- 8.12. If the Client cancels the project whilst the work is being undertaken, I reserve the right to invoice 100% of the agreed total project fee (less the booking fee) and the Client will be liable to pay the invoice.

9. Providing the services

- 9.1. I am contactable Monday to Friday 09:00 to 17:00, excluding bank holidays and days where I have stated that I am unavailable.
- 9.2. If I choose not to work for a specific or extended period, I will set an out of office email stating my return date.
- 9.3. Email is my preferred method of contact. I have my phone on silent so that I can fully focus on providing a high standard of service.
- 9.4. I will make every reasonable effort to complete the services on time and in accordance with the Client's booking.

- 9.5. I am not liable for any failure or delay in performing my service obligations if an event beyond my reasonable control (force majeure) occurs. This includes, but is not limited to: power failure, internet service provider failure, fire, epidemic, pandemic and other natural disasters. I will inform the Client as soon as reasonably possible if this is the case.
- 9.6. If I require any information from the Client in order to provide the services, I will inform the Client as soon as possible.
- 9.7. If the information requested from the Client is received incomplete, incorrect or is delayed, I will not be responsible for any delay or errors caused as a result. I reserve the right to renegotiate the fee, scope and/or deadline, or decline to carry out the work.
- 9.8. The proofreading service will be carried out by me.
- 9.9. I am permitted to subcontract or outsource any of the services or obligations under this contract where necessary, such as transcription or specialist provision, in order to complete the Client's work. I will undertake the final proofreading and sign-off to ensure it is completed to my high standards.

10. Copyright, liability & indemnity

- 10.1. All content supplied to me by the Client to be worked on is owned by the Client or the Client's client.
- 10.2. The Client is responsible for the accuracy and completeness of the content and information supplied to me in order to complete the work.
- 10.3. It is the Client's sole responsibility to ensure that the work does not breach plagiarism or copyright guidelines.
- 10.4. In this respect, the Client agrees to hold me harmless from and against all claims, liabilities and expenses arising out of any potential or actual copyright or trademark misappropriation or infringement claimed against them.
- 10.5. I am not liable for incidental, indirect, consequential, special, punitive or exemplary damages.
- 10.6. Following payment of the final invoice issued for the completed work, any content created by me as part of the services provided will become the copyright of the Client unless otherwise agreed.

11. Service quality & standards

- 11.1. I aim to provide an accurate, thorough, reliable and trusted service.
- 11.2. I aim to provide a service of the very highest standard. But please note that it is impossible to offer 'perfection' as the word is open to individual interpretation, and it is possible that an error may not be amended. You may wish to read my [Will your copy be perfect?](#) article.
- 11.3. The Chartered Institute of Editing and Proofreading provides further information on [Standards in Proofreading](#).
- 11.4. The final responsibility for the Client's materials and any errors remains with the Client, and it is strongly advised that the Client checks the work prior to release/publication/print.

- 11.5. I take no responsibility for direct, indirect, special or consequential losses or costs incurred by any grammatical, typographical or factual errors in the Client's work.
- 11.6. I am not liable for any errors or omissions caused by the Client's failure to communicate the requirements clearly.
- 11.7. I welcome feedback so I can refine my services. Whilst I always use all reasonable endeavours to provide a positive experience, I would like to know if the Client has any positive feedback or suggestions for improvement.
- 11.8. If the Client wishes to notify me of an issue relating to the services I have provided, please email me in writing within 10 working days of delivery of the services.

12. Marketing materials

- 12.1. The Client agrees that I may refer to the Client by company/trading name and/or logo, in marketing or promotional materials and grants me a royalty-free licence.
- 12.2. I will never disclose the company or trading name of the Client's client unless permission is granted.

13. Confidentiality

- 13.1. The nature and content of the work will be kept confidential and not made known to anyone other than the Client, the Client's contractors and any specialist subcontractors appointed by me to complete the project.
- 13.2. I will sign a Non-Disclosure Agreement as required.
- 13.3. I use a cloud storage system. Please refer to my [Privacy Policy](#).

14. Privacy & GDPR

- 14.1. Please refer to my [Privacy Policy](#) and [Cookie Policy](#). They provide information on the data I collect, how I use and store it, and my compliance with the General Data Protection Regulation (GDPR).

15. Governing law & jurisdiction

- 15.1. This agreement (including these T&Cs, Statement of Work and Booking Contract) is subject to the laws of England and Wales. Both the Client and I agree to submit to the jurisdiction of the English and Welsh courts.
- 15.2. The exclusive venue for any arbitration or court proceeding based on or arising out of this agreement shall be Cornwall, England.