

Terms and Conditions of Service

Last updated 20th September 2023

These terms and conditions apply to any work done for the Client (you) by me (Nyx Editorial Ltd). The contract of service requires that the Client and I both acknowledge, in writing, that we have read, understood and agreed to these terms and conditions.

1. The Client is under no obligation to offer me work; neither am I under any obligation to accept work offered by the Client.
2. I will provide a proofreading service as mutually agreed and confirmed in writing by the Client and myself.
3. The terms of the project will cover the medium in which the proofreading service will be carried out (e.g. in Word, on PDF, on paper) and how the material will be annotated (e.g. Track Changes in Word, comments on PDFs, BSI correction symbols on paper). The terms will also include the date by which the material will be delivered by the Client to me and the latest date by which the completed project will be returned, following my advice to the Client.
4. The work will be carried out unsupervised at such times and places as determined by me, using my own equipment.
5. I confirm that I am self-employed, responsible for my own income tax and National Insurance contributions and will not claim benefits granted to the Client's employees.
6. I am not VAT-registered.
7. The Client will pay me a fee per hour OR an agreed flat fee for the job, according to prior agreement.
8. I agree 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.
9. The Client will reimburse me for agreed reasonable expenses (e.g. postage) over and above the agreed fee.
10. The completed work will be delivered on or before the date agreed, for the agreed fee by the Client and myself.
11. If, however, on receipt of the item(s) 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, I may renegotiate the fee and/or the deadline.
12. Similarly, if, during the term of my work, additional tasks are requested by the Client, I may renegotiate the fee and/or the deadline.
13. If the project is lengthy, I may invoice periodically for completed stages.
14. I will stop working on a project immediately if it, or any part of it, appears to contain offensive or defamatory content, breaches copyright, promotes illegal activities, or promotes practice or ideas that may cause physical or mental harm to those who read the content.
15. All content delivered to me by the Client for the project is owned by the Client. The Client warrants that the materials delivered to me are the original work of the Client and that the same do not violate any copyright, trademark, or other protection of intellectual property. I will not take any responsibility for legal actions arising from your unlicensed use of copyright material.
16. 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.
17. The Client is required to confirm acceptance of these terms and the individual project terms in writing via email. This is an agreement to the contract of services between me and the Client.
18. A non-refundable deposit is required to secure my proofreading services under the mutually agreed-upon project terms. This will be either 50% of the total agreed fee for the project or the agreed fee in full if this is £100 or less, for students and for all new clients. An invoice for the deposit will be issued upon receipt of email confirmation of mutually agreed-upon project terms. This deposit will be deducted from the final invoice issued when the work is completed.

19. The deposit should be paid on receipt of the invoice. Receipt of payment secures my proofreading services under the mutually agreed-upon project terms. My time shall not be booked, nor the project commenced, until the deposit is received.
20. By completing and sending the emailed confirmation of terms, the Client confirms that they have read and agreed to the terms and conditions herein. From thereon, the terms of the cancellation policy apply.
21. Unless otherwise agreed, I will supply the Client with the final invoice immediately upon completion of the proofreading project.
22. Unless otherwise agreed, the final invoice will be due on submission and payable on receipt.
23. I reserve the right to claim statutory interest at 8% above the Bank of England Base Rate from the date the debt becomes overdue in accordance with the Late Payment of Commercial Debts (Interest) Act 1998 and to claim an additional sum for pursuing the debt as provided for 2013 European Directive 2011/7/EU on combating late payment in commercial transactions. Under these rules, debtors will be made to pay interest and reimburse reasonable recovery costs of the creditor.
24. The information that the Client and myself may keep on record is covered by the terms of the General Data Protection Regulation (GDPR). No more such information will be held than is necessary, at any time, to comply with those terms and with any compliance statement or privacy policy published by the Client and/or myself. Both the Client and I agree that, where consent is required to hold or process such data, such consent has been requested and obtained and both facts can be demonstrated. Either may view the other's records to ensure that they are relevant, correct and up to date.
25. I may use the Client's name and/or the Client's company name in my promotional material.
26. This agreement is subject to the laws of England and Wales, and both I and the Client agree to submit to the jurisdiction of the English and Welsh courts.

2. Student Terms and Conditions

1. Terms and Conditions of Service 1-26 apply.
2. The Client should seek permission from their university to use my proofreading services. I require the name and contact details of the Client's supervisor before commencing any proofreading of the Client's work.
3. Nyx Editorial Ltd is NOT an essay writing service. The Client's essay, dissertation or thesis must be the Client's own work. (See terms and conditions of service 14–15 for more details.)
4. I will not alter the Client's content unless it's a simple typographical error that needs correcting.
5. I will not advise on the content of the Client's work, rewrite the text or reduce the Client's word count.
6. I will not fact-check the Client's work.
7. I cannot guarantee that the Client's grades will be improved by using my proofreading services.
8. The deadline for submission is the responsibility of the Client. When booking a proofreading service, the Client should make sure to leave plenty of time to allow for a final read-through of the returned document before the submission deadline is due. I take no responsibility for any missed deadlines due to the turnaround time requested by the Client.
9. A non-refundable deposit is required to secure my proofreading services under the mutually agreed-upon project terms. The remaining balance is payable on completion. (See terms and conditions of service 18–20 for more details.)

3. Cancellation Policy

1. If the Client cancels the work during the project, I reserve the right to invoice for 100% of the agreed fee (less any deposit payments).
2. If the Client cancels the work prior to the project commencing, but after making a booking and agreeing to the terms and conditions of service herein, I reserve the right to invoice for 100% of the agreed fee (less the deposit payment) if the cancellation occurs with less than one week's notice.

3. If the Client wishes to cancel with more than one week's notice, the deposit payment will not be refunded but no other charges will apply.
4. If I need to cancel the work for previously unforeseen circumstances outside of my control (e.g. COVID-19, bereavement, etc.), I will contact the Client in writing at the earliest opportunity and do my best to renegotiate the time frame of the project. If a new project time frame cannot be mutually agreed upon, I will invoice the client for work completed at the point that work ceased. Any overpayment made will be refunded to the Client. If work has not yet commenced, the Client will receive a full refund of any deposit payments made.
5. Either the Client or I retain the right to terminate a contract for services if there is a serious breach of its terms.

4. Acceptance and Complaints

1. As an Entry-Level Member of the Chartered Institute of Editing and Proofreading (CIEP) I have the training, experience and knowledge to give you a high-quality service. I will do my best to make your document error-free, but you accept that no job done by one human, however skilled, can ever be totally error-free. You accept that, particularly with proofreading services, there will always be scope for a difference of opinion rather than right or wrong.
2. You will promptly confirm the receipt of the job (or instalments) sent back to you and you must, within seven days of the receipt of a completed job, confirm that you are happy with it; a non-response will be interpreted as satisfaction.
3. If you have reason to complain, please do so in writing within seven days of receiving a completed job. Your complaint will be dealt with in a confidential manner, and I will endeavour to resolve things to your satisfaction. As a member of the CIEP, I am bound by its [Code of Practice](#). The CIEP also has a [complaints procedure](#).

Signed (Client) _____

Signed _____

Full Name _____

Helena Mallinson t/a Nyx Editorial Ltd

Company Name _____

Dated _____

Dated _____