



Nicky Taylor Editorial

Fiction and creative non-fiction editing
for independent writers

Terms and Conditions



Advanced
Professional
Member

Chartered Institute of Editing and Proofreading

Terms and Conditions

The following terms and conditions are provided so that you and I both have an upfront and honest understanding of what is involved in the process of working together. If you have any questions or concerns, feel free to contact me so that I can provide clarity and reassurance.

These terms and conditions were last updated on 05 August 2020.

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General

These terms and conditions apply to any work done on behalf of the Client (you) by the Editor (me, Nicky Taylor).

The Client is under no obligation to offer me work; neither am I under any obligation to accept work offered by the Client.

I will provide editorial services agreed upon (in writing) by myself and the Client; the nature of the services I provide are as described on my website

<https://www.nickytayloreditorial.com>

The work will be carried out unsupervised at such times and places as determined by me, using my own equipment.

I confirm that I am self-employed, am responsible for my own income tax, social security contributions and IVA, and will not claim benefits granted to the Client's employees. I am resident in Spain and registered under the autónomo system.

The Client agrees to me using their name in my promotional material.

Project terms

Prior to commencement of the editing work, the Client and I will agree, in writing, to the terms of the project:

- the length of time required to complete the project, as advised by me
- a fee for the project, based on a quotation supplied by me, in writing, following my evaluation of the material to be edited and the time frame required to complete the job
- the date by which the material will be delivered by the Client to me
- the latest date by which the completed project will be returned, following my advice to the Client
- or a mutually agreed time frame

Please note that if, on receipt of the project 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 may renegotiate the fee and/or the deadline, or decline to carry out the work.

Similarly, if, during the term of my work, additional tasks are requested by the Client, I may renegotiate the fee and/or the deadline.

The Client must send the project manuscript in its entirety, as a single document in Word format or PDF, unless otherwise agreed. The Client cannot make further changes to the manuscript once it has been sent.

The completed work will be delivered in Word format or PDF, 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.

Fees

I am registered in Spain under the autónomo system. My fees are invoiced in euros and exclude IVA (21%), which I am obliged to charge in accordance with Spanish law. I accept payment by debit or credit card, or bank transfer to my Spanish bank account.

The Client will pay me a fee per hour OR per 1,000 words OR an agreed flat fee for the job, plus IVA at 21%. If the Client is exempt, they must provide me with their EU intra community tax ID number.

Once the Client and I have agreed the full fee, it is non-negotiable unless the Client extends the word count of the job or requests additional services. In this case, a revised quotation and job completion date will be negotiated.

If the project is of exceptional length (either in terms of word count or time required by the Client for revisions), I may invoice periodically for completed stages, as agreed in advance.

Unless otherwise agreed, I will supply the Client with an invoice immediately upon return of the completed project.

Unless otherwise agreed at the outset, payment should be made within 7 days of receipt of the invoice.

Under the terms of the Late Payment of Commercial Debts (Interest) Act 1998 (amended 2002 and 2013), I reserve the right to charge interest and compensation should payment exceed 30 days.

Deposits

If the project fee is more than 200,00€ excluding IVA, or to reserve a slot in advance, a deposit of 50% is payable, unless otherwise agreed.

Deposit payments are due upon receipt of the deposit invoice and will include IVA at 21%.

If a deposit is required, work will not commence until the deposit amount is received, unless otherwise agreed.

All deposits are non-refundable.

Cancellation policy

The Client is free to cancel a service for any reason by providing me with written notice (email). I must acknowledge this cancellation in writing (email) for this to be valid.

The Client will remain obligated to pay a fee proportionate to the amount of work already completed (if any) if this amount is larger than the deposit paid.

I may cancel a service at any time for any reason by providing written notice (email) to the Client. In the unlikely event that I cancel a service, I will provide a prorated refund of any overages of fees paid (including the deposit, excluding banking and admin fees).

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 etc.), the Client should contact me to discuss the terms of the cancellation policy. I aim to be fair and helpful at all times.

If I am affected by similar extraordinary or difficult circumstances that cause cancellation or delay, including third party, I will contact the Client in writing (email) at the earliest opportunity and do my best to renegotiate the time frame of the project or find an alternative supplier of editing services.

Confidentiality

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.

I will not, under any circumstances, upload the Client's files to external websites or distribute them to third parties unless specifically authorised to do so, in writing, by the Client.

The information that the Client and I may keep on record is covered by the terms of the General Data Protection Regulation. 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. The Client and I 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.

Legal and copyright

All content delivered to me by the Client for the editing project is owned by the Client. It is the Client's responsibility to gain the relevant permissions for any reproduction of material.

The Client agrees I am free from and against all claims, liabilities and expenses arising out of any potential or actual libel, copyright or trademark misappropriation or infringement claimed against them.

Following payment of my invoice, any content created by me as part of the editing process will become the copyright of the Client unless otherwise agreed.

Quality assurance

I am an Advanced Professional Member of the Chartered Institute of Editing and Proofreading, and as such my skills and experience has been vetted, and I adhere to their [Code of Practice](#).

I aim for objectivity in my editorial feedback by basing my edits and suggestions on objective external principles and resources of authority, such as established literary theory and style guide manuals. However, there will always been some degree of subjectivity to any creative project, and the writing–editing process is ultimately one of collaboration where the Client has the final say in the decisions made about the work.

While I aim for the highest editorial standards, please be aware that I cannot guarantee the Client will secure agent representation or publication, nor can I guarantee sales of the published work.

I am unable to guarantee perfection; it would be unethical to do so, as editorial perfection is impossible to obtain.

Acknowledgements in published works

There is no requirement for the Client to mention me in the published work's acknowledgements section. However, the Client agrees that I will have the opportunity to review any such mention prior to publication, or to decline to be mentioned.