

# AnnaProofing Ltd 100 Nest Lane Wellingborough, Northamptonshire, NN84AX

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**Code of Fair Practice** 

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### Contents

Summary	2
Payment	
Confidentiality	3
Termination of agreement	4
Complaints.	4
Miscellaneous	5
Applicable Laws.	5
Rescheduling	5
Limitations	6
Agreement Receint	7



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### Summary

Name: Kelly Ali

Address: 418 London Road, Ashford, Middlesex, TM153AB

Email: ksansom@live.co.uk

Phone:

Customer Number: KS001

Service Agreement: SA13088

Quote Reference: 13088

Manuscript title: Hunters Green

Service(s) Required: Developmental edit

Document length: 145,185

Project start: 17 April 2020 Project end: 22 May 2020

#### **Payment terms:**

Total: £1987.00 Deposit of 50% £993.50

Balance to be paid within 14 days of completion: 6 June 2020



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#### Payment.

1. The client(s) agree to pay **AnnaProofing Ltd** a deposit of £993.5 prior to the commencement of work, followed by 1 payment(s) of £993.50, for the services outlined in the email conversation on 14<sup>th</sup> April, by 21<sup>st</sup> October 2017. The deposit is due upon receipt of a signed copy of this agreement and is payable prior to any work being carried out on the client's manuscript.

Payments can be made by BACS/Direct Bank Transfer or <u>PayPal</u>. Details for Direct transfers or standing orders are also available on the quotation.

2. The client agrees to pay the balance of the invoice within 14 days of the invoice date. **AnnaProofing Ltd** reserves the right to charge for late payment.<sup>1</sup>. A flat monthly rate of £10.00 will be added to your final invoice until it is resolved.

#### Confidentiality.

- 3. AnnaProofing Ltd agree that they will not reproduce, give or show to anyone any material sent to them by their client(s) for editing services, unless consulting or additional editing services from or by a third party are agreed by the client in writing.
- 4. **AnnaProofing Ltd** will not share the details of any agreement with any client without their express consent or request to do so in writing.
- 5. The **client** agrees that they will not share or discuss the details of any discussions, between themselves and **AnnaProofing Ltd**, pertaining to matters such as price or internal procedure with any party who could be reasonably be seen to be working in competition.
- 6. Copies of all communication, and work carried out, will be kept for six months after the end of the project.

<sup>&</sup>lt;sup>1</sup> As per EfA policy

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#### Termination of agreement.

- 7. Once the contract has been signed, and the work is in progress or scheduled for a later date, the client may terminate this agreement on the provision that no less than **14 days'** notice of intent to cancel is given **in writing**, and sent to the opposite party at the address or email provided above.
  - a. Both **AnnaProofing Ltd** and the client always acknowledge their moral responsibility to deal ethically and honestly .
  - b. The client understands that by cancelling the contract part way through, or causing it to be cancelled through undue delays, they will forfeit their deposit.
- 8. AnnaProofing Ltd reserves the right to discontinue work on the project at any time should it be discovered that the client is in breach of this service Agreement. Written notice will be given. The deposit, in this case, is non-refundable.
- 9. If, during the editing process, **AnnaProofing Ltd** terminate the agreement for any reason<sup>2</sup> which renders them physically or ethically unable to complete the project, the client(s) **AnnaProofing Ltd** agrees to return the work as it stands with full briefing as to the stage reached. The final invoice will reflect only the work completed up to the date of the termination. If the work is less than half way completed, the client will receive a refund to reflect this.
- 10. If during the editing process, the client(s) terminate the agreement for any reason, the client agrees to **AnnaProofing Ltd** in full for all work completed up to that point. The deposit, in this case, is non-refundable.

#### Complaints.

11. Should the client be unhappy with the end-product, and if the client can state reasonable grounds for their dissatisfaction (such as missing something in the brief or style guide etc.), **AnnaProofing Ltd** will take all possible measures to rectify the problems at no extra cost to the client. The following exceptions apply

<sup>&</sup>lt;sup>2</sup> Deemed reasonable within UK law.



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- a. Payment of the final invoice indicates satisfaction with the end-product. Retrospective complaints will not be accepted as valid. The client has 14 days from receiving their final invoice, in which to review the work and raise any legitimate complaints. Further works or revisions, based on reviews of published work, will be chargeable as a separate project.
- b. If the scale of work carried out can be said to match the brief issued by the client.
- c. Complaints which relate to work not carried out by AnnaProofing Ltd
- d. Complaints relating to expectations not specified in the brief.

#### Miscellaneous.

12. This agreement, once signed by all applicable parties, may only be amended if done so in writing and signed by all parties.

#### Applicable Laws.

13. All parties agree that this agreement shall be interpreted and governed by UK consumer laws which are in place at the time this agreement is signed and returned.

#### Rescheduling

14. The client understands that they share responsibility to ensure that the project begins on schedule. This includes payment of the deposit, signing and returning of all relevant paperwork, and submission of manuscript at least 24 hours prior to the agreed date of commencement. Delays due to any of these instances will be subject to a £3.00 per day rescheduling fee.

In the event of the following conditions the fee will be waived.



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- a. Illness requiring hospitalisation
- b. Bereavement due to death of immediate family member (parent, spouse, child, or sibling)
- c. Natural disaster.

#### Limitations.

- 15. **AnnaProofing Ltd** make no guarantees as to the saleability or marketability of the edited work. Nor can there be guarantee that the work will be completely errorfree, although all reasonable efforts will be made to make it so.
- 16. Unless a co-writing/co-authorship arrangement is made in writing between **AnnaProofing Ltd** and the client(s), all royalties and monies gained through sales of the work and or film and television rights and merchandising will remain the sole property of the client(s).



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# Agreement Receipt.

Please sign and date this form to acknowledge receipt of the Agreement made between **Kelly Sansom** and AnnaProofing | Proofreading and Editing Services.

If sending by post please sign both copies and return one to **AnnaProofing Ltd**, 100 Nest Lane, Wellingborough, Northamptonshire, NN84AX. A scanned PDF version will also be accepted.

I/We being the undersigned confirm receipt of the above dated Agreement and agree with the terms and conditions therein.

X			
Client			

I, Anna Johnstone, accept the terms laid down in this agreement.

Anna Johnstone
Editor