

# Future Worlds Editing – Terms & Conditions

Thank you for your interest in my editing services. The following document contains information about how I work, including my payment terms. Please read it through carefully so that you know what to expect when we start working together. These terms and conditions will be supplemented by an agreement specific to your project, which will cover arrangements such as deadlines and the scope of the work and will be mutually agreed in writing before I start work.

If you have any questions, feel free to contact me for clarification: [jake@futureworldsediting.co.uk](mailto:jake@futureworldsediting.co.uk).

1. These terms and conditions apply to any work done for the Client (you) by the Freelancer (Jake Nicholls).
2. The Client is under no obligation to offer the Freelancer work; neither is the Freelancer under any obligation to accept work offered by the Client.
3. The Freelancer will provide editorial services as mutually agreed, confirmed in writing prior to the commencement of the work.
4. The work will be carried out unsupervised at such times and places as determined by the Freelancer, using their own equipment.
5. The Client will reimburse the Freelancer for agreed reasonable expenses over and above usual expenses incurred in the process of editorial work.
6. The Client will pay the Freelancer a fee per hour OR per 1,000 words OR an agreed flat fee for the job, according to prior agreement.
7. 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.
8. 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 Freelancer may renegotiate the fee and/or the deadline, or decline to carry out the work.
9. Similarly, if, during the term of the Freelancer's work, additional tasks are requested by the Client, the Freelancer may renegotiate the fee and/or the deadline, or decline to carry out the additional tasks.
10. Prior to the scheduling of the work, the Client must disclose the existence of any potentially disturbing or offensive content in their manuscript, including but not limited to explicit and graphic descriptions of sexual violence, torture, suicide or self-harm, and instances of abusive or derogatory behaviour towards any marginalised individuals or groups. The Freelancer reserves the right not to edit passages of this nature and will mark within the manuscript where editing stopped and restarted. If the Client's manuscript contains previously undisclosed content that the Freelancer finds disturbing or offensive, the Freelancer reserves the right to terminate the contract at any stage.
11. If the Client wishes to terminate the contract at any stage, they will provide the Freelancer with written notice. The Client remains obligated to pay the Freelancer any outstanding fees proportionate to the amount of work already completed. The Freelancer will provide a prorated refund of any overages of fees paid, retaining a cancellation fee equal to 10% of the total project fee.

12. If either the Client or the Freelancer is unable to meet an agreed deadline due to extraordinary circumstances (such as severe illness or family bereavement), the affected party will contact the other at the earliest opportunity to renegotiate the deadline or terminate the contract.
13. If the project is lengthy, the Freelancer may invoice periodically for completed stages.
14. Upon full payment of the agreed fee, any content created by the Freelancer as part of the editing process will become the copyright of the Client, unless otherwise agreed.
15. As such, the Client agrees to hold the Freelancer 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.
16. The Client's work will be kept confidential and will not be shared with anyone without prior written permission.
17. Unless agreed otherwise at the outset, payment will be made within 14 days of receipt of the Freelancer's invoice. Late payments will incur additional charges, according to the Late Payment of Commercial Debts (Interest) Act 1998 (amended 2002 and 2013).
18. The information that the Client and the Freelancer 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 the Freelancer. Both the Client and the Freelancer 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.
19. Either the Client or the Freelancer has the right to terminate a contract for services if there is a serious breach of its terms.
20. The Freelancer may use the Client's name in their promotional material, unless otherwise agreed at the outset.
21. This agreement is subject to the laws of England and Wales, and both Freelancer and Client agree to submit to the jurisdiction of the English and Welsh courts.
22. The exclusive venue for any arbitration or court proceeding based on or arising out of this agreement shall be Worcestershire, England.