

Terms of Service Agreement

The Parties to this Agreement are:

Richie Billing, the Editor

And

_____, the Client

The Parties agree as follows:

The Project, as outlined by the Client

1. _____

Dates

2. The work specified below is to be completed by _____. This date can only be changed with the expressed agreement of the Parties.

The Service

3. The Editor will as standard practice carry out the following editing exercises: developmental, structural, copy, line and if necessary, formatting.
4. The Project will be annotated with suggested changes and comments and accompanying it will be an Editor's Report which will set out more fully the Editor's thoughts.
5. The service covers one draft alone. Should further drafts be required, additional costs will be incurred by the Client.

Changes and Additions

6. Any additions or changes to the description of the Project may change the due date and incur further costs. The Editor will advise forthwith if such changes will result from additions or changes.
7. Requests for additional work or changes to the Project will be made in writing. If necessary, a revised Agreement will be drafted to take account of these changes.

Delivery

8. The edited Project will be delivered by email to the Client. It is the Client's responsibility to ensure the safekeeping and stability of files once the Editor has released them.

Fees

9. The Editor's total fees for this project are _____. The standard hourly rate is £15 per hour, and is billed in quarter-hour segments.
10. Upon acceptance of the Agreement, the Client agrees to pay a deposit of 10% of the overall fee, with the remainder to be paid upon delivery of the edited Project. Payment is to be made by PayPal to the following email address:
richard.e.billing@gmail.com.
11. If the project is lengthy, the Editor may invoice periodically for completed stages. If relevant, these increments will be as follows: _____
12. The Client agrees to pay the outstanding balance in full within 7 days of receiving the Editor's invoice. Failure to make payment will be subject to late fees of 5% per month up to 3 months. Should payment not be received after 3 months, legal proceedings will be issued without recourse.
13. All work, including edits, drafts, notes and research, is the exclusive property of the Editor until the Client's account is paid in full. Once the Client pays all fees due under this Agreement, any copyright the Editor may have in the product developed under this Agreement will transfer to the Client.
14. Copyright in an original work automatically belongs to the person who created the work. Editing that work does not change the author's copyright in the original work, but the Editor could claim copyright in the edits

Meetings

15. The Editor is open to meeting with the Client via Skype, Zoom or other video messaging platforms, though such meetings will be subject to the Editor's hourly rate.
16. If the Editor agrees to meet with the Client in person, the Client will cover the Editor's expenses and travel time will be subject to the Editor's hourly rate.

The Editor

17. The Editor is an independent contractor. Nothing in this Agreement will be understood to create a partnership, joint venture or co-venture, agency, or employment relationship between the Client and the Editor.

18. At the option of the Editor, the Client may credit the Editor for the work developed under this Agreement.

Confidentiality and Non-Disclosure

19. The Client will provide all information that has a direct bearing on the successful outcome of the project and will inform the Editor in writing of any portion of the work or related information that is confidential. The Editor will hold in confidence and not disclose the confidential information to any third party, except with the Client's written consent or as required by law with prior notice to the Client.
20. The Editor will take all reasonable steps to safeguard and prevent the loss, destruction, or unauthorized access, use, or disclosure of the confidential information using a reasonable degree of care and no less than the same degree of care used to protect the Editor's own confidential information. The Editor will promptly return to the Client or destroy, as directed by the Client, confidential information and any other Client property requested by the Client at any time.
21. The Editor will not make any unauthorized use of any of the Client's trade secrets, confidential information, proprietary property, trademarks, or copyrighted materials.

Use of Copyrighted Work

22. The Editor will endeavour to flag elements of a work that may require copyright permissions and, depending upon the terms specified in this Agreement, may assist the Client in obtaining the necessary permissions. However, unless otherwise specified in this Agreement, the Client accepts responsibility for complying with copyright laws and obtaining the necessary permission to use any elements of provided text, graphics, photos, music and song lyrics, designs, trademarks, or other created work to be included in the final product.

Indemnity and Liability

23. The Editor will comply with all applicable laws in the course of performing the services.
24. The Client agrees to indemnify the Editor from any and all claims or demands, including legal fees, that arise out of any alleged libel, copyright infringement, or other legal or contractual issues created by the Client in writing, revising, publishing, or otherwise using the work.
25. **Failure to Perform:** If the Editor cannot perform the duties outlined in this Agreement for reasons beyond the Client's or Editor's control, the Editor will refund any amount paid by the Client for services not delivered (including any

unearned portion/excluding any portion} of a deposit, if paid). The Client will not have any further liability with respect to the Agreement.

26. The Editor will not be liable for any amount in excess of the fees due under the Agreement. This limitation on liability also applies if information or materials are damaged or lost without fault on the part of the Editor.

Termination

27. This Agreement may be terminated by the Client or the Editor with at least 7 days notice. If the Agreement is terminated, the Client will pay the Editor, as specified under Financial Details, for work done and expenses incurred up to the date of termination. Subject to the terms for a deposit, any fees advanced will be credited against the amount due.
28. The provisions of this Agreement that by their nature are intended to extend beyond its termination will survive and remain in effect despite the completion of the services or the termination of the Agreement. This includes the sections of this Agreement required for its interpretation and enforcement.

Notice

29. Notice by one party to the other under or for the purposes of this Agreement (including for the purpose of modifying it) will be in writing and will be personally delivered by email to the address set out at the beginning of this Agreement.
30. Communications by fax or email will be considered to have been given and received at the time of delivery or transmission if that delivery or transmission occurs prior to 4:00 p.m. on a business day, failing which the communication will be considered to have been given and received on the next business day. For the purposes of this Agreement, a business day means any weekday that is not a holiday.

Dispute Resolution

31. This agreement is subject to the laws of England and Wales, and both Editor and Client agree to submit to the jurisdiction of the English and Welsh courts.
32. The Client or the Editor may request that any dispute arising out of this Agreement be submitted to binding arbitration before a mutually agreed-upon arbitrator in accordance with the arbitration legislation of the governing province or territory. The arbitrator's decision or award will be final.

Signatures

The Client and the Editor each confirm that they have full power and authority to enter into this Agreement and acknowledge that their electronic signatures are sufficient proof of accepting the terms of this Agreement

Editor: _____

Name: _____

Client: _____

Name: _____

Dated: _____