

Letter of Agreement



English Finish
Artemis Gause
9 Dagmar Terrace
London N1 2BN, England
info@englishfinish.co.uk
http://www.englishfinish.co.uk

UK TAX REF. NUMBER: 5263146945

Date:

To:
.....
.....
.....

Dear

The purpose of this Letter of Agreement is to outline the scope of the services that Artemis Gause of English Finish (hereafter: 'English Finish' or 'the Copy Editor') will perform for (hereafter 'you' or 'the Client').

Project Details

- Substantive copy-editing
• Language-editing
• Proofreading
• Other (please specify):

of the final draft of your manuscript (hereafter 'manuscript' or 'final draft'), i.e. the draft that you will submit to English Finish on (hereafter 'delivery date') titled:

.....
.....

Approximate Length (Word Count) of Manuscript: words (excluding bibliography, tables & figures)

Services to Be Rendered

English Finish agrees to

- perform the tasks described under 'Project Details',
• deliver the edited draft of your manuscript by in electronic form (i.e. in the form of a Microsoft Word and/or PDF file, submitted to you by e-mail, unless otherwise expressly agreed in this Letter of Agreement).

Timeline

- You agree to submit the final draft of your manuscript to English Finish by.....
- English Finish agrees to complete the tasks described under 'Project Details' and to deliver the edited and polished manuscript to you by.....
- You agree to pay English Finish the agreed fee within one calendar month of receipt of the invoice. Any payment after the due date is subject to 25% interest per month.

Fee

- Services will be performed at the rate of (.....) **per hour. There is no VAT.**
- On the basis of the sample you submitted on, English Finish estimates that this project will take approximately **hours** and cost (.....). **There is no VAT.**
- If your final draft differs significantly from the submitted sample, the final fee may be modified accordingly. If fewer than **hours** are required, you will be charged only for the actual hours that English Finish has worked on the project.
- The fee includes:
 - all the tasks described under 'Project Details'
 - delivery of the manuscript in electronic form
- The fee does *not* include:
 - layout, design work, copywriting, research, mark-up, electronic coding/tagging, fact-checking, citation-checking, reference-checking, picture research, permissions, co-ordination of production
 - additional rounds of editing
 - delivery of the edited manuscript in any form other than that described above
 - bank charges incurred when you pay the invoice

Additional Costs

- The estimated fee outlined above covers a single, final draft and one round of **editing & proofreading, or any other tasks described under 'Project Details'**, of the final draft. Hours for additional edits and/or a longer manuscript, or for editing additional or significantly modified material, or for editing a draft that differs significantly from the sample you submitted will be billed at the rate of (.....) **per hour. There is no VAT.**
- All hours in excess of the estimated project maximum (..... **hours**) listed in the 'Fee' section must be approved in writing by you.

Delayed delivery of manuscript / changes in length of manuscript

- If you delay the delivery of your manuscript without the Copy Editor's prior consent, you will be charged the equivalent of 5 working hours per lost working day.
- If the manuscript you deliver deviates by more than 20% of the estimated length that you had initially quoted, the fee will be calculated on the basis of the hours needed for copy-editing **and** of the originally quoted length.

Late payments

- If you delay payment beyond the pay-by date that is specified in the invoice without contacting the Copy Editor to request an extension, you will be required to pay a **late-payment surcharge** that ranges from 10% to 25% of the fee you have been asked to pay.

Cancellation

This agreement may be terminated by either party in the event of *force majeure* or in the event of material change of circumstance up to thirty (30) days before the agreed delivery date. In either case,

- the Copy Editor will satisfy the Client's request to the best of his/her ability, wherever possible
- the Client will honour the financial obligations resulting from this Agreement, wherever possible.

1. **If the Copy Editor terminates the agreement, the Copy Editor will be paid by the Client for work done up to the date of termination.**
2. **If the Client terminates the agreement at least thirty (30) days before the scheduled delivery of the manuscript to the Copy Editor:**
 - a. For manuscripts up to **5,000 words** no cancellation fee will be charged.
 - b. For manuscripts **5,001–15,000 words**, the Client will be asked to find a suitable replacement project of similar length (up to 20% shorter or longer than the originally agreed manuscript) and difficulty. If neither the Client nor the Copy Editor can procure a suitable replacement project, the Client will be asked to pay a **cancellation fee of up to 15 (fifteen) hours on the basis of the hourly rate for language-editing**, as specified on the English Finish website (<http://englishfinish.co.uk/rates-fees.html>).
 - c. For manuscripts **longer than 15,000 words**, the Client will be asked to find a suitable replacement project of similar length (up to 20% shorter or longer than the originally agreed manuscript) and difficulty. If neither the Client nor the Copy Editor can procure a suitable replacement project, the Client will be asked to pay a **cancellation fee calculated on the basis of the hourly rate for language-editing**, as specified on the English Finish website (<http://englishfinish.co.uk/rates-fees.html>), per thousand words of the manuscript.
 - d. See also point 4 below.
3. **If the Client terminates the agreement less than thirty (30) but more than fourteen (14) days before the scheduled delivery of the manuscript to the Copy Editor**, the Client will be asked to find a suitable replacement project of similar length (up to 20% shorter or longer than the originally agreed manuscript) and difficulty.
 - a. If neither the Client nor the Copy Editor can procure a suitable replacement project, the Client will be asked to pay a **cancellation fee calculated on the basis of the hourly rate for language-editing**, as specified on the English Finish website (<http://englishfinish.co.uk/rates-fees.html>), per thousand words of the manuscript.
 - b. When the delivery date falls between 21 December and 4 January or the agreement has been made less than thirty (30) days before the agreed delivery date, different terms apply (see below).
4. **If the Client terminates the agreement less than seven (7) days before the scheduled delivery of the manuscript to the Copy Editor**, the Client will be asked to pay
 - i. *either the full fee* agreed between the Client and the Copy Editor, where applicable,
 - ii. *or a cancellation fee calculated on the basis of the hourly rate for language-editing*, as specified on the English Finish website (<http://englishfinish.co.uk/rates-fees.html>), per thousand words of the manuscript, **plus an administrative flat fee of £50** (fifty pounds sterling), where the Client and the Copy Editor have not agreed on a specific fee. See also point 4 below.
5. **If the Client terminates an agreement made less than thirty (30) days before the agreed delivery date or an agreement where**
 - a. **the delivery date falls between 21 December and 4 January, or**
 - b. **if the Client terminates between 21 December and 4 January an agreement where the delivery date is scheduled between 21 December and 31 January,**
 the Client will be asked to pay a **cancellation fee calculated on the basis of the hourly rate for language-editing**, as specified on the English Finish website (<http://englishfinish.co.uk/rates-fees.html>), per thousand words of the manuscript, **plus an additional surcharge of 25%**.

Indemnity

While the Copy Editor will make every effort to bring questionable material to the attention of the Client, the Client agrees to indemnify and save harmless the Copy Editor from any and all claims or demands, including expenses, compensation costs, or legal fees, arising out of any alleged libel or copyright infringement committed by the Client in creating the work.

Terms & Conditions

By signing or agreeing per e-mail to this Letter of Agreement, you confirm that you have read, understood, and accepted the terms & conditions as described here, in the 'Appendix', and on the English Finish website, at <http://englishfinish.co.uk/terms+conditions.html>

Signed by the parties to this agreement on (date).

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| <p>For English Finish: Artemis Gause</p> <p>Address: 9 Dagmar Terrace London N1 2BN England</p> <p>Signature:</p> | <p>Your name (please print):</p> <p>Address:</p> <p>Signature:</p> |
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Appendix

- **Copy-editing:** please see what it involves at http://englishfinish.co.uk/copy_editing.html#top
- **Language-editing:** please see what it involves at http://englishfinish.co.uk/copy_editing.html#top
- **Proofreading:** please see what it involves at <http://englishfinish.co.uk/proofreading.html#top>
- **Minimum/maximum rate of language-editing:** please see the current rates at <http://englishfinish.co.uk/rates-fees.html#top>
- **Termination:** this agreement may be terminated by either party on the terms described under 'Cancellation for any reason other than *force majeure*'. The agreement must be terminated by means of written notice communicated to the other party at the electronic (e-mail) address shown above by digitally certified and/or digitally signed e-mail that has additionally been tagged with a request for secure receipt. If English Finish terminates the agreement, English Finish will be paid by you for work done up to the date of termination. If you terminate the agreement, you agree to pay English Finish for the work done until termination.
- **Indemnity:** you agree to indemnify and save harmless English Finish and Artemis Gause from any and all claims or demands, including legal fees, arising out of any alleged libel or copyright infringement committed by the Author or Client in creating the work.
- **Applicable Laws:** the terms of this agreement shall be interpreted according to the laws of the United Kingdom. This contract may be changed only by written agreement between the Copy Editor and the Client.