

SERVICE TERMS AND CONDITIONS

1. Definitions

1.1. Throughout these terms and conditions, the following definitions apply:

- **Client:** the company or individual booking the services
- **Supplier:** Affinity Editorial Limited (Company No. 13728549)
- **We / us:** The Client and Affinity Editorial Limited
- **Services:** services to be provided by Affinity Editorial Limited as defined in the Work Agreement (clause 7.2)
- **Work:** the task of delivering services by Affinity Editorial Limited to the Client as defined in the Work Agreement
- **Project:** the document or materials submitted by the Client relevant for the services to be provided by Affinity Editorial Limited

2. General overview

2.1. These terms and conditions apply to any work done on behalf of the Client by Affinity Editorial Limited.

2.2. The Client is under no obligation to offer work to Affinity Editorial Limited, neither is Affinity Editorial Limited under any obligation to accept work offered by the Client.

2.3. The contract of service requires written acknowledgement and acceptance of these terms by the Client (including email).

3. About Affinity Editorial Limited

3.1. Affinity Editorial Limited (Company No. 13728549) is a company incorporated in England and Wales whose registered office is at 16 Constance Avenue, Stoke-on-Trent, England, ST4 8XJ.

4. Delivery of services

4.1. Affinity Editorial Limited will provide service(s) as mutually agreed, confirmed in writing by the Client.

4.2. Affinity Editorial Limited will carry out the work unsupervised and at such times and places as determined by the Supplier, using the Suppliers own equipment.

4.3. Affinity Editorial Limited will not subcontract any project or service to any third party. All work will be carried out by Affinity Editorial Limited.

5. Project terms

5.1. Prior to commencement of any service(s) under these terms, the Client and Affinity Editorial Limited will agree, in writing (including email), the terms of the work including but not limited to:

- the services to be supplied by Affinity Editorial Limited
- the document format in which the services will be carried out
- how the material will be annotated (where applicable)
- a fee for the project, based on an estimate supplied by Affinity Editorial Limited, in writing (including email), following evaluation of the material(s) to be worked
- any expenses that the Client will cover in the course of the project in addition to the project costs (for example postage, travel costs for face-to-face meetings, other reasonable expenses over and above those incurred in the process of the work)
- the date by which the Client will provide the project material(s) to Affinity Editorial Limited – the start date for the project
- the latest date by which the completed project will be returned to the Client by Affinity Editorial Limited – the return date for the project.

5.2. If, on receipt of the material(s) to be worked on or at an early stage, it becomes apparent that significantly more work is required than had been anticipated from the preliminary discussion/brief or from the sample supplied, the agreement, as well as the return date, will be subject to renegotiation.

6. Quotes and fees

6.1. Affinity Editorial Limited will provide a Work Agreement and quote to the Client following an evaluation of a representative sample of the material(s) to be worked, the total project word count and the service(s) required.

6.2. Unless otherwise agreed, the quoted fee for editing and proofreading is for **one pass** of the material(s). Any further work is subject to a revised quote or a new project.

6.3. Quotes are valid for 30 days, subject to availability.

6.4. Once the project fee is agreed and accepted in writing, it is non-negotiable unless the Client extends the scope of the project (such as extending the word count, adds tables, illustrations and figures, etc.) or requests additional services. A revised quote will be provided to the Client and project terms will be subject to renegotiation.

6.5. Affinity Editorial Limited has the right to request a deposit, which will be stated as part of the quoted project fee. If requested, this payment is required to secure the booking.

6.6. Unless otherwise agreed, Affinity Editorial Limited will supply the Client with an invoice immediately upon completion of the work.

7. Booking confirmation

7.1. Affinity Editorial Limited will issue a Work Agreement to the Client that will specify the project terms (clause 5.1) and quote for work (clause 6.1).

7.2. By confirming acceptance of the Work Agreement in writing (including email), the Client agrees to the contract of services and confirms their understanding and acknowledgement of the service terms and conditions.

7.3. The Client may request changes to the booking prior to the start date by providing details in writing as soon as possible.

7.4. If the booking is changed, Affinity Editorial Limited reserves the right to renegotiate the fee, scope, start and/or return date, or decline the work.

8. Payments and deposits

8.1. Affinity Editorial Limited will issue an invoice to the Client for any payments due, including deposits, instalments and final payment, as applicable. The Client understands that:

- work will not start until any deposit previously agreed has been paid
- work will not continue until any instalment previously agreed has been paid.

8.2. Affinity Editorial Limited is not a VAT registered company.

8.3. Unless the agreement states otherwise, payment will be made within 30 days of receipt of any invoice, according to the Late Payment of Commercial Debts (Interest) Act 1998 (amended 2002 and 2013).

9. Cancellation

9.1. Both parties have the right to terminate the contract of services at any time, with or without cause, upon thirty (30) days' written notice.

9.2. Both the Client and Affinity Editorial Limited have the right to terminate the contract of services at any time if there is a serious breach of its terms.

9.3. If circumstances beyond the control of Affinity Editorial Limited affects its ability to complete a project when the contract for services has been signed by both Affinity

Editorial Limited and the Client, Affinity Editorial Limited will notify the Client in writing at the earliest opportunity and attempt to renegotiate the time frame of the project or find an alternative supplier of the services.

10. Providing the services

10.1. Affinity Editorial Limited operates in accordance with the CIEP Membership Codes (<https://www.ciep.uk/standards/code-of-practice>) for the supply of editorial services.

11. Liability

11.1. Affinity Editorial Limited will ensure that all documents, texts, files and materials are correct and free from error, however, this cannot be guaranteed. For more information, please refer to 'Section 5 – Standards of editing and proofreading' in the *CIEP Code of Practice*.

11.2. Affinity Editorial Limited is not liable for any losses, of any kind, resulting from missed errors or the editorial advice provided. Affinity Editorial Limited is not liable for any direct or indirect, special or consequential loss/damage, nor any loss of damage arising out of any event(s) beyond my control.

11.3. Affinity Editorial Limited is not responsible for the factual accuracy or content of the Client's project.

11.4. The final responsibility for the Client's project and any errors therein remains with the Client. It is strongly advised that the Client checks the work prior to print/publication/release.

11.5. Affinity Editorial Limited will request confirmation of acceptance of the work from the Client, in writing (including email), on return of the material(s) to the Client. Failure of the Client to respond to this request within 7 days will be interpreted as acceptance of the project as delivered.

12. Copyright

12.1. All material(s) supplied to be worked on must be owned by the Client or covered by agreement with the original creator.

12.2. The Client is responsible for ensuring that the work does not breach plagiarism or copyright guidelines or other intellectual property rights.

12.3. Unless otherwise agreed, all material(s) supplied to Affinity Editorial Limited by the Client for editing/proofreading and all content adapted, altered or created by

Affinity Editorial Limited as part of the services will become the copyright of the Client once the invoice is paid.

13. Promotional material

- 13.1. Unless the Client requests otherwise, Affinity Editorial Limited can use the Client's name and a short, general description of the project in its promotional material.
- 13.2. Unless the Client requests otherwise, Affinity Editorial Limited can use written feedback or comments made by the Client in its promotional material.

14. Confidentiality

- 14.1. Affinity Editorial Limited will keep the nature and content of the work confidential and not make it known to anyone other than the Client and its contractors (if applicable) without written permission.
- 14.2. Affinity Editorial Limited will sign a Non-Disclosure Agreement as required.
- 14.3. Affinity Editorial Limited uses Google Workspace services provided by Google to operate its business. Please refer to the Privacy Policy (<https://www.affinityeditorial.com/privacy>) for more details.

15. Privacy and GDPR

- 15.1. Please refer to the Privacy Policy for more information about the data collected by Affinity Editorial Limited, how it is used and stored, and how Affinity Editorial Limited complies with the General Data Protection Regulation (GDPR).

16. Governing law and jurisdiction

- 16.1. This agreement is subject to the laws of England and Wales. Both the Client and Affinity Editorial Limited agree to submit to the jurisdiction of the English and Welsh courts.