By choosing to use this website, you are deemed to have read and agreed to the following Terms and Conditions. All contracts between Sage Proofreading and Copyediting Services and the client are subject to, and governed by, these Terms and Conditions.

Terms and Conditions

1. Terminology

The following terminology applies to these Terms and Conditions, Privacy Statement, GDPR and Data Protection Statement and all agreements:

- 1. The terms "we", "us", "ourselves", "sageproof" and "Sage Proofreading and Copyediting Services" refer to Lorraine Sage of 29 Oxley Parker Drive, Colchester, the owner of the website (www.sageproof.co.uk) and all associated intellectual property;
- 2. The term "the website" refers to www.sageproof.co.uk;
- 3. The terms "client," "customer," "you" and "your" refer to the person who is accessing the website and/or to whom the service is provided;
- 4. The term "parties" refers to the client and Sage Proofreading and Copyediting Services;
- 5. The terms "your work," "the work," "the content" and "document(s)" refer to the text that you have submitted to us for proofreading and/or copyediting;
- 6. The terms "owner," "proofreader" and "copyeditor" refer to Lorraine Sage;
- 7. The term "the service" refers to the service that is being provided to the client by Sage Proofreading and Copyediting Services and which is detailed in an email or in a quotation from us;
- 8. The term "contract" refers to the agreement of the parties for the provision of the service accepted by the client in writing and which shall include these Terms and Conditions.

2. Variation to the Terms & Conditions

We reserve the right to make changes to these Terms and Conditions at any time without notice. The client's continued use of the website will signify your acceptance of any such variation which will take effect 30 days after they are posted on the website. It is advisable to regularly check the Terms and Conditions. The client's contract with Sage Proofreading and Copyediting Services is subject to the Terms and Conditions at the time that the client confirms the order for the service in writing and your acceptance of a contract with Sage Proofreading and Copyediting Services indicates your understanding and acceptance of the full Terms and Conditions.

3. Contract

No binding contract shall be deemed to exist unless a quotation has been provided by Sage Proofreading and Copyediting Services, its contents have been accepted in writing by the client by email or otherwise, and payment has been received.

4. Services

 When the client is given a quote, it will cover the terms of the service that is being provided. The terms of the service will include the timescale for completion of the service. It will also cover the date by which the work will

- be delivered by the client, and the date by which the revised work will be returned to the client.
- 2. In exceptional circumstances, it may be necessary for Sage Proofreading and Copyediting Services to extend the timescale by the minimum period necessary to guarantee the delivery of the work of the standard ordered.
- 3. The terms of the service will also cover the system that will be used for proofreading and editing the client's document, either onscreen (eg.in MS Word, on PDF) or as a hard copy, and it will cover how the work will be annotated (e.g. MS Word's Track Changes, Adobe Acrobat Reader Annotations, BSI symbols or New Hart's Rules on paper).
- 4. Final responsibility for proofreading and approving or ignoring revisions made by Sage Proofreading and Copyediting Services lies with the client.
- 5. Sage Proofreading and Copyediting Services has a standardised set of guidelines that detail the process that is met within the different services which are offered. Clients are able to provide notes so that your specific criteria may be met. However, the criteria must be in alignment with our standardised set of guidelines for the client's criteria to be fulfilled.
- 6. The service will be carried out by Lorraine Sage who is self-employed and responsible for the income tax and National Insurance contributions of Sage Proofreading and Copyediting Services. From time to time, it may be necessary for the service to be undertaken by another person who will have appropriate qualifications.

5. Pricing

- 1. All users of the website are eligible for a free initial quote which is tailored to your requirements. The prices quoted on the website are indicative and Sage Proofreading and Copyediting Services reserves the right to alter the pricing quoted on the website without notice. The quotation that has been provided to the client will remain valid for 30 days from the date of the quotation regardless of changes made on the website.
- 2. Once the client has agreed to the services and the pricing that have been quoted, an invoice will be rendered.
- 3. If, on receipt of the work or at an early stage, it becomes apparent that significantly more services are needed than had been anticipated in the preliminary quote, or that increased costs are caused due to altered instructions, additional instructions, lack of clarity of instructions or any delays caused by the client or your representatives, then Sage Proofreading and Copyediting Services is entitled to increase the fee or/and extend the deadline. In this case, a further invoice will be provided, and payment is payable on receipt.
- If additional work is required by the client, Sage Proofreading and Copyediting Services is entitled to alter the fee and/or the deadline. In this case, a further invoice will be provided, and payment is payable on receipt.
- 5. Receipt of payment secures the proofreading and copyediting services under the terms of the contract.
- 6. All pricing will be quoted in Great British Pounds (GBP).

6. Payment

- The fee that has been quoted by Sage Proofreading and Copyediting Services is due prior to any work being carried out and upon receipt of the invoice.
- 2. Payment can be made by electronic bank transfer, cheque or cash. Returned cheques will incur a £25 charge to cover banking fees and administrative costs. In the instance of a second returned cheque, Sage Proofreading and Copyediting Services reserves the right to terminate the contract and, if agreed to, will insist on future cash or bank transfer transactions only.
- 3. Regular clients of Sage Proofreading and Copyediting Services may request to pay a 50% of the total agreed fee in advance on receipt of the invoice and the balance upon completion of the service. This may be agreed by us in our sole discretion. In such event, a final invoice will be supplied immediately upon completion of the services being provided, and the client will pay the final invoice on receipt.
- 4. Legal ownership of the work does not pass to the client until the payment for the services is processed and payment has been made into the bank account for Sage Proofreading and Copyediting Services. The owner cannot be held responsible for delays caused by banks, other financial institutions, fraud or identification checks.
- 5. In the event that the client fails to pay the amount due on receipt of the invoice, the client will incur late payment interest at the rate of 5% above the Bank of England Base Rate on the outstanding balance until such time that the balance is paid in full. Sage Proofreading and Copyediting Services reserves the right to seek recovery of payments which remain unpaid after 60 days from the date of invoice. In such circumstances, the client shall be liable for any and all additional administrative, legal and/or court costs incurred.
- 6. In the event of any default in payment, Sage Proofreading and Copyediting Services reserves the right to suspend the carrying out of the service for the client and will not be liable for suspension or cancellation of the service. In such circumstances, no refund will be issued for any payments received from the client.

7. Liability

- Sage Proofreading and Copyediting Services will not be liable for any damage or loss whatsoever arising from your use of the website www.sageproof.co.uk. This includes, but is not limited to, loss of business and/or profits, direct loss, and/or immediate or subsequent damage to your computer, computer software, systems and programs and the data, as well as any direct, indirect and/or consequential loss and/or damage.
- 2. Sage Proofreading and Copyediting Services will not be liable for any damage or loss whatsoever arising from your use of Sage Proofreading and Copyediting Services. This includes, but is not limited to, loss of business and/or profits, direct loss, and/or immediate or subsequent

- damage to your computer, computer software, systems and programs and the data, as well as any direct, indirect and/or consequential loss and/or damage. It is advised that the client retains a copy of the work that has been provided to Sage Proofreading and Copyediting Services.
- 3. Sage Proofreading and Copyediting Services will endeavour to ensure that electronic files provided are free from known computer viruses. However, it is not guaranteed that files are virus free. The client is responsible for checking files for viruses. Sage Proofreading and Copyediting Services cannot assure the client of emails and/or attachments that have originated from third parties.
- Sage Proofreading and Copyediting Services is not liable for <u>www.sageproof.co.uk</u> being temporarily out of use due to technical issues beyond its control.
- 5. Sage Proofreading and Copyediting Services is not responsible for the validity, accuracy or legality of the client's work, and any information within.
- 6. Sage Proofreading and Copyediting Services is not excluded from liability for death or personal injury caused by its negligence.

8. Plagiarism

- 1. Plagiarism has serious consequences and avoiding plagiarism is the responsibility of the client. Sage Proofreading and Copyediting Services will not check the work for plagiarism and is not responsible for ensuring that plagiarism has not occurred. If the work is deemed to contain plagiarised material, Sage Proofreading and Copyediting Services reserves the right to cease its services and the client will not be refunded any fees made.
- A student client is responsible for clarifying with their academic institution's
 rules and regulations before using the services of Sage Proofreading and
 Copyediting Services who is not liable for any breaches of those rules and
 regulations. It is recommended that a student client informs their tutor
 when considering the services of Sage Proofreading and Copyediting
 Services.

9. Copyright

- 1. The client retains the copyright and ownership over the work that has been delivered to Sage Proofreading and Copyediting Services. The revisions that are made as a result of proofreading and/or copyediting are advice only. The client is responsible for rejecting or accepting the revisions or revising the work further. The revised work will become the copyright of the client and the content is the entire responsibility of the client. The client is responsible for any breach of copyright within the work and Sage Proofreading and Copyediting Services is not liable for any infringement of copyright laws.
- The intellectual property rights and copyright existing on the content, design, data, graphics and layout of <u>www.sageproof.co.uk</u> as well as all text related to Sage Proofreading and Copyediting Services are owned by

us. By choosing to use the website, you are deemed to have agreed to respect these intellectual property rights and copyright laws and will not copy or use any material within www.sageproof.co.uk without our permission, which may be withheld at our entire discretion.

10. Confidentiality, Privacy and Personal Information

- Confidentiality is extremely important to Sage Proofreading and Copyediting Services. The owner is fully aware that there may be confidential content within the work that has been submitted. Sage Proofreading and Copyediting Services will not share, distribute or disclose the nature and/or content of the work unless specifically authorised to do so, in writing, by the client, or unless required to do so by law.
 - 2. The information that the client and Sage Proofreading and Copyediting Services may keep on record is covered by the terms of the General Data Protection Regulation. All files, including the original and revised work, will be held no longer than is necessary to comply with these regulations. A record of the service provided will be maintained. Clients have the right to request copies of any and all records held by Sage Proofreading and Copyediting Services regarding the client and the services provided to you. We may request sight of the other's records to ensure that the records are correct and up-to-date.
 - 3. Sage Proofreading and Copyediting Services will not sell, share or rent your personal information under any circumstances. The client is responsible for providing true, and accurate, personal information. The service being provided by Sage Proofreading and Copyediting Services may be cancelled if incorrect information is given by the client and no refund will be issued.

11. Use of the website: www.sageproof.co.uk

- 1. The website is for your personal use and its sole purpose is to provide information and services related to Sage Proofreading and Copyediting Services. While Sage Proofreading and Copyediting Services endeavours to provide accurate and up-to-date information, the content may change at any time. Any material on the website may be out of date at any specific time, and Sage Proofreading and Copyediting Services is not under an obligation to update such material. There may be errors or inaccuracies on the website which Sage Proofreading and Copyediting Services is not liable for. You are responsible for any dependence on the information provided on the website.
- 2. www.sageproof.co.uk contains material which is owned by or licensed to Sage Proofreading and Copyediting Services. This material includes, but is not limited to, the layout, design, appearance and graphics. You may not copy, alter, frame, distribute, display, publish or link to any material without the express written permission of Lorraine Sage.

3. You may not misuse the website by knowingly introducing viruses, trojans, worms or other material, which is malicious or technologically harmful, or use any part of the website for illegal reasons.

12. Use of cookies

Cookies are used on this website and it is deemed that you accept that we may place and access certain cookies on your computer if you continue to access, or use, the website. A cookies policy is on the website. It is recommended that you read it.

13. Third Parties

- The Terms and Conditions of Sage Proofreading and Copyediting Services, and the contract that is created between Sage Proofreading and Copyediting Services and the client, apply only to the client and Sage Proofreading and Copyediting Services, and do not confer any rights upon any party other than the client and Sage Proofreading and Copyediting Services.
- 2. By using www.sageproof.co.uk, it may be possible to link to other party's websites which are not monitored, reviewed or under the control of Sage Proofreading and Copyediting Services. The material on such websites, and the opinions included within such websites, are not necessarily approved of, or recommended by, Sage Proofreading and Copyediting Services. Sage Proofreading and Copyediting Services cannot be held responsible or liable for any content, advertising, products or other materials on or available from these websites. You should always refer to the Terms and Conditions of such websites and are responsible for assessing the security, credibility and accuracy of such websites which may be accessed through www.sageproof.co.uk. Sage Proofreading and Copyediting Services is not responsible for any loss or damage resulting from you accessing any third party websites through www.sageproof.co.uk.

14. Termination of Contract and Service

- A contract between the client and Sage Proofreading and Copyediting Services commences when payment is received, and receipt of the payment confirms the client's intention to initiate the service process, and for all intents and purposes the service is deemed to have begun. If the client terminates the service after the receipt of payment, no refunds will be given.
- 2. Sage Proofreading and Copyediting Services reserves the right to refuse to provide a service to you, or to cancel the service at its discretion for any reason without explanation.
- 3. If the service is cancelled due to the client being in breach of the contract (including any of these Terms and Conditions), no refunds will be given and any monies due from the agreed service will be immediately paid by the client.
- 4. If the service is cancelled due to the client's work being offensive, illegal, or fraud is suspected, or there is evidence of plagiarism, or it promotes

illegal activities and/or practices or ideas that may cause physical or mental harm to those who may read the documents, no refunds will be given and any monies due from the agreed service will be immediately paid by the client.

15. Complaints and refunds

- Sage Proofreading and Copyediting Services is committed to providing a
 high quality service to customer. Nevertheless, if at any time you feel
 unhappy or concerned about any aspect of the service, please inform the
 owner immediately, so that through discussion, a resolution can be found.
- 2. If a client has reason to make a formal complaint, this must be carried out within seven days of receiving the completed work. Lorraine Sage, as the owner, will endeavour to resolve the dispute arising from the complaint.
- 3. Sage Proofreading and Copyediting Services will assess the complaint and, at its sole discretion, will initially either amend the work or conclude that the work is completed. If the client is still not satisfied, then Sage Proofreading and Copyediting Services may, at its sole discretion, provide a full or partial refund for the work.
- 4. The owner of Sage Proofreading and Copyediting Services is a member of the Chartered Institute of Editing and Proofreading and as such, is bound by its Code of Practice.
- 5. The client is responsible for reading the full complaints and refunds policy on the website.

16. Circumstances Beyond Reasonable Control

- 1. Unexpected or unforeseen circumstances, acts or events which are beyond the reasonable control of Sage Proofreading and Copyediting Services, and which could not be avoided by appropriate measures, will result in Sage Proofreading ad Copyediting Services being prevented or hindered from, or delayed in, being able to perform all or part of its contractual obligations, and it will not be liable for its failure to perform.
- 2. Such unexpected or unforeseen circumstances, acts or events which are beyond reasonable control include, but are not limited to flood, fire, outbreak of war or hostilities, civil unrest, riots, terrorist attack, a pandemic, explosion, an 'Act of God' (e.g. natural disasters).
- 3. When an unexpected or unforeseen circumstance, act or event, which is beyond reasonable control, occurs, the affected party will inform the other party and all reasonable efforts to comply with the Terms and Conditions of the service will be made.

17. Waiver

The waiver or variation of any of these Terms and Conditions by Sage Proofreading and Copyediting Services at any time is deemed to constitute a waiver or variation of these Terms and Conditions for the purpose of that particular transaction only, and the client's obligations in respect of the Terms and Conditions remain in full force and effect.

18. Warranty

Sage Proofreading and Copyediting Services and the client have the necessary approval to enter into a contract and each warrants its power to do so.

19. Governing Law

These Terms and Conditions, and any contract between Sage Proofreading and Copyediting Services and the client, will be interpreted and enforced in agreement with, and governed by, the English Law.