

Terms of service

These terms of service are intended to serve as the contractual basis for work undertaken by Tate & Clayburn and as the foundation for a positive working relationship between us and our clients.

1. Definitions

1.1. In these terms of service, the following words and expressions have the meanings described below.

- 'We'/'us'/'our' means The Proofreading Company Limited, a company registered in England and Wales under company number 08290302 at 34b York Way, London, N1 9AB, United Kingdom, also trading as 'Tate & Clayburn', and includes all employees and agents of The Proofreading Company Limited, including entities supplying services to The Proofreading Company Limited on a freelance basis.
- 'Client'/'you'/'your' means the party ordering the service(s) from us.
- 'In writing' includes electronic communications, whether sent by email, text message or any other means.
- 'Will' and 'must' refer to binding obligations under this contract.

1.2. An 'order' is a firm agreement between us and you that we will deliver one or several of our services, which may include copyediting, proofreading, reference checking, copywriting, translation, indexing, design or any similar or associated work. A request for a quote or estimate and/or a provisional booking do not constitute an order. An order is placed when, in writing:

- you have sent your final brief, instructions and/or text(s) to us
- you have agreed a delivery date or delivery dates with us
- you have agreed to the price of our service(s)
- you have accepted these terms of service
- you have confirmed in writing that you would like us to proceed with the service(s) requested
- we have accepted your order.

We will accept changes to confirmed orders at our discretion, and we reserve the right to agree new terms with you if an order changes after it has been confirmed (such as a new delivery date or price).

2. Service description and scope and the contract

2.1. Before you place an order with us, we will make a service description available to you that explains what is and is not included in each of our services. You must read this carefully and ask us to clarify if you do not understand any part of it.

2.2. When you place an order with us, you enter into a binding contract with us. These terms of service, the service description we provide and any other arrangements we make with you in writing will be the basis of that contract. Before you place an order with us, you must read these terms of service and our emails about your order carefully and ask us to clarify if you do not understand any part of them.

2.3. If there is a conflict between (1) these terms of service, our service description or our emails and (2) a separate contract or agreement that you and we have signed, the separate contract or agreement will prevail.

3. Price and payment

3.1. We will confirm the price of our service(s) before you place your order. The price will be either a set fee or a rate per word, hour or day.

3.2. You must pay our fee via bank transfer or PayPal within 30 days of receiving our invoice unless agreed otherwise in writing. If you do not do this, we may charge you interest on the overdue sum at the rate of 4% per annum above the Bank of England's Bank Rate (available at bankofengland.co.uk). Interest will accrue each day from the invoice due date until the date we receive the overdue sum. You must pay any interest due when paying the overdue sum.

4. Cancellation

4.1. The contract between us and you exists as soon as you place an order.

4.2. You have the right to cancel your order within 14 days of placing it unless you ask us to start work before the expiry of this 14-day period. If you ask us to start work before the expiry of this 14-day period, you do not have the right to cancel your order. This is in line with the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013.

5. Delays and events beyond our control (force majeure)

5.1. We have an excellent reputation for prompt delivery and will make every reasonable effort to deliver the service(s) to you on time and in accordance with your brief or instructions. However, you will not hold us liable for any delays resulting from an event beyond our reasonable control, and late delivery will not entitle you to withhold payment for our service(s).

5.2. Events beyond our reasonable control include power failure, internet service provider failure, industrial action, civil unrest, fire, explosion, flood, storm, earthquake, subsidence, acts of terrorism, acts of war, government action, epidemics or other natural disasters.

5.3. Once we have accepted an order, if we need any further information from you in order to provide the service(s), we will tell you as soon as is reasonably possible. If the information you provide is delayed, incomplete or otherwise incorrect, we will not be responsible for any resulting delay.

6. Complaints

6.1. We welcome and encourage feedback of all kinds. If you have a complaint about any aspect of our service(s), please let us know. We strive to resolve complaints to our clients' satisfaction and learn from them so we can improve our service(s) in the future. If you complain about our service(s), we will follow our complaints policy and complaints handling procedure, both of which are available on request.

6.2. We will do everything we reasonably can to ensure that our service(s) and the resulting outputs meet your specific requirements, and we have an excellent track record for client satisfaction. However, due to the possibility of human error, we cannot guarantee that the outputs of our service(s) will be error-free. We will always advise you on the best way to mitigate the risk of human error, taking into account the specific circumstances of your project and industry best practice.

6.3. If you find our service(s) to be unsatisfactory, refunds of any payments due will be granted at our sole discretion.

7. Liability

7.1. We will not be liable to you or any third party in any circumstances whatsoever for any consequential loss or damage of any kind (including loss of profit, business, contracts, revenue, damage to reputation or goodwill, anticipated savings, and/or any other indirect or consequential loss or damage whatsoever) resulting from our provision of services or your use of the outputs of our services. You will indemnify us against all claims and demands upon us for any such consequential loss or damage. This includes loss due to infringement of intellectual property rights.

8. Intellectual property

8.1. The copyright of all outputs of our service(s) is our property until full payment has been made for the service(s).

8.2. As soon as payment has been made for the service(s), all intellectual property rights (including copyright) in all outputs of our service(s) will vest in the client (or the client's licensors).

8.3. For the avoidance of doubt, you grant us and our subcontractors a licence to store and use all documents you provide to us for the duration of the contract for the purposes of providing our service(s).

8.4. Where copyright exists in texts that you provide to us, you guarantee that you have obtained all consents necessary for us to deliver the service(s) you have ordered. You hold us harmless from any claims for infringement of copyright and/or legal action arising from the contents of the texts you provide to us.

9. Data protection and privacy

9.1. When we collect personal information (including your name and address) from you and process, use and hold it, we will do so in accordance with the Data Protection Act 2018 and our privacy policy.

10. Confidentiality

10.1. If you disclose any confidential information to us, we will use the information only for the purposes of delivering the service(s) you have ordered from us. We will not disclose the confidential information to anyone other than our employees and subcontractors unless required to do so by law or any other regulatory authority.

10.2. You will not disclose any confidential information that we share with you to anyone unless required to do so by law or any other regulatory authority.

10.3. If one party is required to disclose the other party's confidential information by law or any other regulatory authority as referred to in Clauses 10.1 and 10.2, the party that has been asked to disclose the information will promptly notify the other party and cooperate with the other party regarding which information is disclosed as well as when and how it is disclosed. Both parties will cooperate regarding any action that either party may take to challenge the request for disclosure.

11. The fine print

11.1. You may not transfer (assign) your obligations and rights under these terms of service without our written permission.

11.2. The contract is between you and us. It is not intended to benefit any other person or third party in any way. No other person or party will be entitled to enforce any provision of these terms of service.

11.3. If any of the provisions of these terms of service are found to be unlawful, invalid or otherwise unenforceable by any court or other authority, the remainder of these terms of service will remain valid and enforceable.

11.4. If we fail to exercise or delay exercising any of our rights under these terms of service, this does not mean that we have waived that right, and if we waive a breach of any provision of these terms of service, this does not mean that we will waive any subsequent breach of the same or any other provision.

12. Jurisdiction

12.1. These terms of service and the contract between you and us (including any non-contractual matters and obligations arising from or associated with these) will be governed by, and construed in accordance with, the laws of England and Wales.

12.2. Any dispute, controversy, proceedings or claim between us and you relating to these terms of service or the contract between us and you (including any non-contractual matters and obligations arising from or associated with these) will fall within the non-exclusive jurisdiction of the courts of England and Wales.

These terms of service were last updated on 14 January 2021.

*If you have questions or would like to find out more,
please email us at info@tateandclayburn.co.uk.*

**TATE &
CLAYBURN**