

Terms and Conditions

I am sure we can resolve any disputes amicably, but the following is the way I believe we should work, and it will be understood that, in requesting my services, you accept and agree to this way of working.

Copyright: copyright for all text being worked on by me will remain with you. I will have no rights to share the document(s) with any other person, nor to publish in any way, except with your express permission.

Liability: although I shall endeavour to maintain the highest of standards, I cannot and will not accept responsibility for any delays, errors, omissions or other failings in my work, regardless of cause, nor for any consequences arising from any weaknesses or failings in my work.

Confidentiality: I shall ensure to the maximum extent possible that the fact that I am working for you is known only to me and you, and undertake not to share this information with anyone, unless required to do so by law. Furthermore, I will ensure to the greatest extent possible that all documents are kept secure, and will alert you in the event that I become aware that this security may have been compromised, e.g. through theft or loss of my computer, or through someone breaking into my e-mails. I will also try to ensure that my own computer is protected from worms and viruses, and subscribe, and will continue to subscribe, to a reputable anti-virus programme. However, I cannot and will not accept liability for the consequences arising from any failures in the above-mentioned aspects.

Data Protection: As with any documents you send, any personal data (name, e-mail address, phone numbers, bank details, etc.) that you provide may be kept by me in hard copy and/or electronically. In all cases, care will be taken to ensure the safety of this data, with hard copies locked, and soft copies password-protected. I will not sell or otherwise pass on any personal data to any third party, except if required so to do by law, nor will I use the data for any purposes other than to carry out the administrative functions required for carrying out my work, and for maintaining contact with you on an occasional basis thereafter.

My Commitment to You: I am making a commitment to carry out, to the best of my ability only, the work I have accepted to do, within any specified deadline, and in accordance with your instructions. Just as a restaurant cannot guarantee that a fish is free of bones, so also I cannot guarantee that a proof-read document is free of all errors. Where I am paid by the hour, I shall keep you regularly updated regarding progress, the hours worked to date, and the balance due (or balance of advance remaining). However, for all work that I do, in the event of some 'force majeure' (i.e. event beyond my control) that prevents me meeting my obligations, such as severe illness, stoppages to electric power supply or internet connectivity, computer failure, strikes, outbreak of war, etc., I will not accept responsibility for late- or non-completion of the work, nor for any consequences arising therefrom. I will undertake only to carry out the tasks to the maximum extent possible given those circumstances.

Your Commitment to Me: By engaging my services, you agree to pay for services according to the processes explained in the website. In some instances, full payment in advance is required; in some, a deposit is payable prior to start of work, with the balance payable upon successful completion of the work assigned; and in others no advance is required. In all cases, you must settle any bill within 21 days of presentation to you of an invoice.

If, after you receive a communication from me in which I advised you of the time worked to date and/or of the amount payable for work done, and you do not challenge it within seven days, then this will be understood to be your acceptance of this status). It is your responsibility, also, to advise me of any concerns you have about my outputs. So, for example, if you feel I am going into too much detail, or am not going into sufficient detail, in reviewing a document, you must tell me at the earliest opportunity. Complaints at the end of the whole process will not be entertained, if you failed to make suggestions or complaints when first you came to know of my failings.

Rescheduling work: Where circumstances have arisen such that you need to prepone or postpone planned work, and notice of this is given less than 48 hours from agreed start time, then the following shall be the guiding

principles. If I can accommodate the preponement or postponement without difficulty, then we shall adjust our contract accordingly. However, if it is difficult for me to accept the change in timing, I reserve the right to cancel the contract, or to impose a surcharge.

Cancelling work: if you need to cancel the work altogether, no penalties are incurred, if the cancellation is given at least 48 hours before start-time. If the notice is less than 48 hours before start-time, I reserve the right to charge compensation of 20% of the total amount due (regardless of whether any or all of the total has been paid in advance) for this work (or this part of the work). I may waive this right if the cancellation is clearly due to a force majeure over which you could have had no control (e.g. civil strife, war, natural disaster etc.).

Refunds of advances:

1. Where you have paid an advance, and I have failed to work the full hours paid, whether due to ineptitude, laziness on my part, or some force majeure affecting my performance, you may request me to keep this balance for some future assignment, or you may ask me to refund you for the unworked hours. If a refund is requested, I will be bound to refund you this amount in full, subject to your providing me the necessary details for me to make the transfer to you. It should be understood that exchange rates will change, and the amount I will send you will be exactly the amount that I received for those unworked hours, and although I will bear the banking transaction and other administrative costs, I will not accept liability for any exchange rate fluctuations, nor for charges made by financial institutions at your end.

2. Where you have paid an advance, and you have then chosen to reduce the number of tasks to be done, or to cancel the work (with more than 48-hours notice), you may request me to keep this balance for some future assignment, or you may ask me to make a refund for the unworked hours. If a refund is requested, I will refund you this amount, but only after deducting a fee to cover transaction costs. And again, I will not accept liability for any exchange rate fluctuations.

3. For howler-checker (proofreading) assignments only, if I fail to keep to the deadline we have agreed, and it is not due to some force majeure (as defined above), then I am obliged to refund you 125% of any advance you paid me for this work, this being a full refund plus an apology.

Money Matters: Rates (current standard rates, discounts and surcharges) and payment schemes are given in the website. These rates are subject to change, and the applicable rate will be the one published on the date at which an assignment begins, or the applicable advance is paid. Payment can be made by debit/credit card through PayPal, by bank transfer, through Western Union, or by UK sterling cheques. If you choose to pay in a currency other than US dollars, the exchange rate used will be the mid-market rate applicable at the date of invoice. Alternatively, if you prefer, we can agree and commit to prices fixed in your choice of currency. In all cases, in the event you fail to settle your account within 21 days of date of invoice, I reserve the right (1) to charge compound interest for late payments at the rate of 1% per calendar month, or at double the equivalent Bank of England Base Rate, whichever is the larger, for each month after those first 21 days, and/or (2), to recalculate the amount due if the exchange rate has changed in your favour.

Receipts and Invoices: For each payment, I will, unless requested otherwise, email you a PDF-format invoice, and for this I will require full details of your name (as individual or as institution) and address, and the currency (Euro, Pound Sterling or, as default, US Dollar). Since it will be sent electronically, it will not have an original signature. Receipts will only be emailed if specifically requested. Originals of either can be posted to you if required, at no additional charge.

Accepting or Refusing Work: I will only consider working on documents which are written in the English language, and are of reasonable (i.e. comprehensible) standard. Although my priority is to work on documents related to aid and development, I may be willing to assist with documents unrelated to this sector. Note, however, that for all documents, I reserve the right to accept or refuse work for any or no reason, and without explanation.

*Chris Whitehouse,
June 2009*