

Black Cat Ink Terms & Conditions

Introduction

The following terms and conditions set out the usual arrangements expected by Black Cat Ink when working with clients. By signing a contract or project brief with Black Cat Ink, it is assumed that you, the client, have read these terms and conditions and agree to abide by them for the duration of the project.

The material

You, the client, agree to

- deliver the material by the due date, otherwise note that Black Cat Ink is not obliged to meet the agreed completion deadline and may have to postpone all or part of the project
- deliver the material as one or more usable Microsoft Word files (or similar) by email attachment and/or a clean printout, double-spaced
- ensure that the electronic files you send are, to the best of your knowledge, virus-free
- write the material with all due diligence and ensure that, to the best of your knowledge, it contains no false information or instructions that will harm the user if followed correctly
- if Black Cat Ink has made a substantial contribution to the editing, proofreading or project management of the material, provide one free copy of the completed work if requested

Black Cat Ink agrees to

- provide editing services as agreed in the project brief, confirmed in writing by the client
- deliver the completed work on or before the due date, for the agreed fee, which is based on the description of the work required, the brief supplied by the client and the client's delivery of the material by the due date
- answer a limited number of relevant, reasonable queries from the client after the project's completion
- carry out work unsupervised at such times and places as determined by Black Cat Ink, using their own equipment
- keep the nature and content of the work confidential and not make it known to anyone other than the client and its contractors without prior written permission
- rectify any work considered by the client to be of an unsatisfactory standard, in their own time and at their own expense
- keep copies of completed work electronically for at least six months after publication

Payment

You, the client, agree to

- on satisfactory receipt of the completed material by the due date, promptly pay on receipt of invoice the agreed fee(s) by direct bank transfer
- allow Black Cat Ink to renegotiate the fee and/or the deadline (or cancel the project) if, on receipt of the material, or at an early stage, it becomes clear that a) significantly more work is required than had been anticipated in the initial discussion/brief, or b) the sample provided does not reflect the text as a whole or c) additional tasks are requested by you, the client, during the project's term
- unless agreed otherwise at the outset, make payment within 30 days of receipt of the invoice, according to the Late Payment of Commercial Debts (Interest) Act 1998 (amended 2002 and 2013)
- if the invoice is not paid by the due date, pay additional fees as outlined in the Late Payment of Commercial Debts (Interest) Act 1998 (amended 2002 and 2013), which are 1) interest for each day beyond the invoice payment period (calculated on a per annum basis as 8 per cent plus the current Bank of England base rate) and 2) a one-off compensation fee set by the UK government

Black Cat Ink

www.blackcatink.co.uk

hello@blackcatink.co.uk

07543 333 272

c/o DoES Liverpool, 1st Floor The Tapestry, 68-76 Kempston Street, Liverpool L3 8HL

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- pay a pro-rata cancellation fee, based on the work already completed, if you, the client, cancel the project after Black Cat Ink has already started the work
- if a deposit is paid in advance of the project starting, accept this is usually non-refundable, unless Black Cat Ink cancels the project, when it will be refunded fully or partly, depending on the work already completed
- where appropriate, reimburse Black Cat Ink for agreed reasonable expenses, such as travel to, and time spent at, necessary meetings with the client, over and above usual expenses incurred in the process of editorial work

Black Cat Ink agrees to

- for lengthy projects, invoice periodically for completed stages as agreed with the client
- refund any deposit taken from the client, either fully or partly (depending on the amount of work already completed) if Black Cat Ink chooses to cancel the project
- confirm they are self-employed, are responsible for their own income tax and National Insurance contributions, are not VAT-registered and will not claim benefits granted to the client's employees

Copyright

You, the client, agree to

- ensure that all of the material is originated by yourself and does not infringe the copyright or any other rights of any other person
- if you include extracts from material in which the copyright is owned by a third party, provide Black Cat Ink with written confirmation from the copyright owner that appropriate permission has been agreed with you
- pay any fees due to copyright owners
- own all rights, including copyright, in the material in all media in perpetuity

Black Cat Ink agrees that

- any content created by Black Cat Ink as part of the copy-editing/proofreading/project management process will become the copyright of the client, unless otherwise agreed

Data Protection

We both agree that

- The information that the client and Black Cat Ink may keep on record is covered by the terms of the General Data Protection Regulation. No more such information will be held than is necessary, at any time, to comply with those terms and with any compliance statement or privacy policy published by the client and/or Black Cat Ink. Both the client and Black Cat Ink agree that, where consent is required to hold or process such data, such consent has been requested and obtained and both facts can be demonstrated. Either may view the other's records to ensure that they are relevant, correct and up to date.

General

- Black Cat Ink may use the client's name in their promotional material.
- Either the client or Black Cat Ink has the right to terminate a contract for services if there is a serious breach of its terms.
- This agreement is subject to the laws of England and Wales and both Black Cat Ink and the client agree to submit to the jurisdiction of the English and Welsh courts.

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