

# Standard Freelance Editorial Agreement

This agreement is between the 'Copy Editor' and \_\_\_\_\_ ('Client') and concerns the following Manuscript: \_\_\_\_\_

Author(s): \_\_\_\_\_

Working title: \_\_\_\_\_

Length (word count) and description of Manuscript: \_\_\_\_\_

\_\_\_\_\_

## 1. EDITORIAL TASKS

The Copy Editor agrees to do the following on the manuscript (tick box on the left where appropriate):

- Developmental/Project Editing
- Rewriting
- Stylistic Editing
- Copy-editing, Light
- Copy-editing, Medium
- Copy-editing, Substantive/Structural
- Mark-Up/Electronic Coding/Tagging
- Fact Checking/Citation Checking/Reference Checking
- Picture Research
- Permissions
- Production Co-ordination
- Proofreading
- Desktop Publishing

(Terms are defined in **Appendix A**, attached, unless otherwise specified.)

## 2. DELIVERY

### Date of Delivery to the Copy Editor:

The manuscript is to be delivered to the Copy Editor by the Client *by noon GMT* on or before \_\_\_\_\_ (date) by means of e-mail, unless otherwise specified, as a Microsoft Word™ attachment, unless otherwise specified.

### Date of Delivery to the Client:

The projected date of delivery of the Copy Editor's work is as follows: \_\_\_\_\_

The Copy Editor reserves the right to revise the date of delivery, or cancel the present agreement, if the Client delays submission of the manuscript, and/or makes changes to the already submitted manuscript, and/or submits a manuscript that does not correspond to the submitted sample, where requested by the Copy Editor.

If the date of delivery to the Client changes, or if any of the above reasons force the Copy Editor to annul the present agreement, the Copy Editor will notify the Client and offer alternative arrangements where feasible.

## 3. PAYMENT

The agreed-upon editorial fee of \_\_\_\_\_ based on an hourly rate, as specified in the table 'Fees', available online at <http://www.englishfinish.co.uk/rates-fees.html>, and as hard copy upon request, is to be paid by the Client to the Copy Editor by direct bank transfer, as specified in the Invoice issued by the Copy Editor to the Client.

The fee does not include VAT, where applicable. Payment is to be made within thirty (30) days of invoice, unless otherwise agreed in writing or per e-mail between the Client and the Copy Editor. Any payment after the due date is subject to 25% interest per month.

### Surcharge

The fee is subject to a *surcharge up to 25%*, where the Client delays the submission of the manuscript more than 48 hours after the agreed date, or when the delayed or last-minute submission of the manuscript demands that the Copy Editor works over the weekend ('delayed submission' means without prior agreement and less

than five working days till delivery for manuscripts between 1,000 and 5,000 words or less than three working days till delivery for manuscripts up to 1,000 words).

The fee is subject to a *50% surcharge* where the delayed or last-minute submission of the manuscript demands that the Copy Editor works during a public holiday (25 & 26 December, 1<sup>st</sup> January, Easter Sunday & Easter Monday).

The Client will reimburse the Copy Editor for direct expenses incurred in fulfilling this agreement, including:

- photocopying
- inputting
- parking
- couriers and postage
- printouts
- long-distance calls
- travel
- other: \_\_\_\_\_

#### 4. TERMINATION

This agreement may be terminated by either party in the event of material change of circumstance up to seven (7) days before the agreed delivery date. The agreement must be terminated by means of written notice communicated to the other party at the electronic (e-mail) address shown below by digitally certified and/or digitally signed e-mail that has additionally been tagged with a request for secure receipt. If the Copy Editor terminates the agreement, the Copy Editor will be paid by the Client for work done up to the date of termination. If the Client terminates the agreement, the Copy Editor will be paid by the Client for the work done until termination.

#### 5. SPECIAL CLAUSES

- I. If the Client commissions the Copy Editor per e-mail, without having signed a hard copy or electronic copy of the present Agreement, and the Client has been expressly prompted to consult the Copy Editor's terms and conditions, as stipulated within this Agreement, it will be assumed that the Client has read, understood, and accepted the present terms and conditions. In those cases,
  - a. 'Client' refers to the author of the e-mail that commissions the Copy Editor.
  - b. 'Manuscript' refers to the electronic document attached to that or a subsequent e-mail.
  - c. 'Date of Delivery to the Copy Editor' is the date on which the Manuscript has been despatched, as recorded in the e-mail's 'SENT' or 'DATE' electronic tag.
  - d. 'Date of Delivery to the Client' is the date on which the edited Manuscript has been sent to the Client, as recorded in the e-mail's 'SENT' or 'DATE' electronic tag.
- II. The editorial credit line shall read 'English Finish Copy-editing Services' or 'Artemis Gause, English Finish Copy-editing Services', and shall appear in the 'Acknowledgements' or other appropriate section of the book/journal/other publication, at the option of the Copy Editor.
- III. Other: \_\_\_\_\_  
\_\_\_\_\_

#### 6. INDEMNITY

While the Copy Editor will make every effort to bring questionable material to the attention of the Client, the Client agrees to indemnify and save harmless the Copy Editor from any and all claims or demands, including legal fees, arising out of any alleged libel or copyright infringement committed by the Author or Client in creating the work.

#### 7. APPLICABLE LAWS

The terms of this agreement shall be interpreted according to the laws of the United Kingdom.

This contract may be changed only by written agreement between the Copy Editor and the Client.

**Signed by the parties to this agreement on \_\_\_\_\_ (date)**

Signature: \_\_\_\_\_  
Copy Editor's printed name: \_\_\_\_\_  
Address: \_\_\_\_\_

Signature: \_\_\_\_\_  
Client's printed name: \_\_\_\_\_  
Address: \_\_\_\_\_

[info@englishfinish.co.uk](mailto:info@englishfinish.co.uk) or [englishfinish@gmail.com](mailto:englishfinish@gmail.com)



## Appendix A - Definitions of Terms

**Copy Editor:** Artemis Gause, or English Finish Copy-editing Services.

**Client:** the author, or authors of the submitted manuscript, or the person(s) who has (have) commissioned the Copy Editor in writing or by e-mail.

**Copy-editing.** Editing for grammar, usage, spelling, punctuation, and other mechanics of style; checking for consistency of mechanics and for internal consistency of facts; inserting head levels and approximate placement of art; editing tables, figures, and lists; notifying Designer of any unusual production requirements. Does not include the following unless specified:

- adaptation to British or US English
- metrication
- providing or editing art manuscript
- providing or changing system of citations
- editing index
- writing or editing captions or credit lines
- writing running heads
- obtaining or listing permissions needed
- providing front matter (prelims), cover copy, or CIP data
- bibliographic editing
- bibliographic research
- negotiating changes with Author
- seeking approvals from clients' representatives

*Notes:*

*The agreement should specify whether changes are to be made to hard copy, to the electronic manuscript, or to both. 'Copy-editing' includes stylistic and even structural editing, fact checking, and mark-up only where defined as 'Substantive Copy-editing', 'Substantial Copy-editing', 'Intensive Copy-editing', or 'Heavy Copy-editing', or when expressly agreed between the Client and the Copy Editor.*

**Copy-editing, stylistic.** Clarifying meaning, eliminating jargon, polishing language, and other non-mechanical line-by-line editing. Does not include the following unless specified:

- checking or correcting reading level
- creating or recasting tables or figures
- negotiating changes with Author

*Note: The agreement should specify whether changes are to be suggested or drafted; if the latter, it should specify whether changes are to be made to hard copy or to the electronic manuscript.*

**Copy-editing, substantive/structural.** Clarifying or reorganising a manuscript for content and structure. Does not include the following unless specified:

- research
- writing original material
- negotiating changes with Author

*Note: The agreement should specify whether changes are to be suggested or drafted; if the latter, it should specify whether changes are to be made to hard copy or to the electronic manuscript.*

**Desktop Publishing.** Creating a formatted document from an electronic manuscript according to a Designer's instructions or a style template. Includes sizing and placement of art and setting front and back matter. Does not include the following unless specified:

- establishing design
- creating cover art
- formatting index

*Note: Projects are assumed to be one colour only unless otherwise specified.*

*Many editorial and production stages have the potential to require follow-up in the form of (1) editing and incorporating Author's responses and (2) checking corrections after they have been input. This agreement does not include responsibility for such follow-up unless specified (e.g., 'copy editing, including incorporating author's responses to queries and checking the input thereof').*

**Developmental/Project Editing.** Co-ordinating and editing a project from proposal or rough manuscript to final manuscript, incorporating input from authors, consultants, or reviewers. Does not include the following unless specified

- budgeting
- hiring
- design supervision
- production co-ordination

**Fact Checking/Citation Checking/Reference Checking.** Checking accuracy of facts and quotes by reference to original sources used by Author or to other reference sources.

**Indexing.** Producing a key to the contents of a work. Includes reading and analysing the work; choosing subjects, concepts, and other elements that together form a systematic guide to the information contained in the work; arranging these elements into entries consisting of headings and subheadings and their locators (for example, page numbers); and arranging the entries alphabetically or in some other searchable order.

*Note: The agreement should specify whether the Client will provide a style sheet.*

**Mark-Up/Electronic Coding/Tagging.** Inserting codes to manuscript, either on hard copy or electronically, to indicate design elements. Does not include the following unless specified:

- creating design in the electronic file
- creating art

**Picture Research.** Locating suitable photos or artwork. Does not include the following unless specified:

- reading manuscript and composing picture list
- setting and maintaining budgets
- searching for artists' references
- obtaining pictures and permission releases
- arranging for and supervising set-up shots
- editing and choosing pictures
- writing captions, labels, or source lines
- organising pictures for scanning
- returning pictures
- negotiating usage fees
- sending final usage letters

**Permissions.** Locating source information and obtaining permission releases for copyrighted material. Does not include the following unless specified:

- reading manuscript and composing list of permissions needed
- setting and maintaining budgets
- negotiating usage fees

**Production Co-ordination.** Co-ordinating and supervising design, formatting, and proofreading stages, and ensuring integration of design and content. Does not include the following unless specified:

- preparing printer's specs or obtaining quotes
- formatting
- proofing
- inputting changes
- checking vandykes/blues or other types of proofs and film

*Note: Projects are assumed to be one colour only unless otherwise specified.*

**Proofreading.** Checking proofs of formatted, edited material for adherence to design and for minor, mechanical errors in copy (such as spelling mistakes or small deviations from style sheet). Does *not* include the following unless specified:

- incorporating or exercising discretion on Author's alterations
- copyfitting
- checking accuracy of running heads and folios
- checking page breaks
- inserting or checking page numbers to contents and page references
- marking colour breaks
- flagging or checking location of art

*Notes: The agreement should specify whether proofs are to be read in isolation or 'to copy' and whether a style sheet will be provided. It should also specify whether proofs are first, second (or subsequent), or final pages. 'Proofreading' is often loosely used to include copy editing and other tasks. It is not so used in this agreement. These other tasks must be specified.*

**Rewriting.** Creating a new manuscript or parts of a manuscript on the basis of content and research supplied by Author. Does not include the following unless specified:

- research
- writing original material