

# The WordNurse

Give your business an injection of 'grammar glamour' ...



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Email: imogen@thewordnurse.co.uk  
Web: www.thewordnurse.co.uk

# The ProofNurse

The proof of the pudding is in the reading...



## Terms and Conditions of Business

### The WordNurse

#### 1. Quotations

- a) Projects will be agreed on a price-per-project basis.
- b) The price quoted for a project includes The WordNurse's research and two (2) sets of revisions, unless otherwise agreed.
- c) Revisions and / or amendments must be notified within 2 weeks of receipt of copy.
- d) Additional revisions, changes and extensions to the project are charged at the hourly rate quoted, and are to be formally agreed with The WordNurse.
- e) All quotations are delivered in writing and form a Letter of Agreement.
- f) The WordNurse applies a minimum charge to all projects of 1 hour.

#### 2. Payment

- a) The WordNurse is a small business and expects prompt payment, and within a **maximum of 15 days** of receipt / delivery of the finished copy or project.
- b) Unless otherwise agreed, **payment is due within 15 days** of receipt / delivery of the finished copy or project.
- c) The WordNurse reserves the right to credit check clients before offering credit terms.
- d) The WordNurse reserves the right to levy a 50% deposit on any project undertaken for a new client. The balance of payment will be due on receipt of delivery of the finished copy or project.
- e) Electronic payments are preferred and account details are available upon request.
- f) All cheques should be made payable to 'Imogen Dennis-Newton'.

#### 3. Late Payment

- a) Client accounts which are outstanding after **15 days** will be put 'on hold'. No further work will be carried out until full payment is received. Future work may require a 50% deposit or full payment in advance.
- b) Payments which are outstanding after **15 days** will attract a 10% above the bank rate surcharge to cover costs of recovery.
- c) Clients who are consistently late payers will be asked to provide an up-front deposit of 50% or full payment in advance before any new project can be started.
- d) Payments which are overdue after **30 days** will be subject to a claim being made in the Small Claims Court.

#### 4. Ownership

- a) On completion of the project and after final payment is received, The WordNurse will cede to the client all rights to the copy written by The WordNurse.
- b) Copyright to the assembled copy is owned by The WordNurse until full payment is received.
- c) If the client defaults on payment, all copy written by The WordNurse must and cannot be used until full payment is made.

#### 5. Cancellation

- a) If the project is cancelled for whatever reason before copy is delivered to the client, the client remains liable for the time expended to date.
- b) Once the initial copy is delivered to the client (electronically or by any other means) the client is liable for payment in full.
- c) If The WordNurse is unable to complete the project (through illness or any other personal reasons), the client may purchase any unfinished work from The WordNurse.

#### 6. Partnership

- a) The WordNurse expects to work in partnership with clients.
- b) Both parties agree to work together to complete the project to the agreed timescale.
- c) The client will provide The WordNurse with the appropriate information to fulfill the brief.

#### 6. Partnership continued...

#### Copyright

On completion of the project and after final payment is received, The WordNurse will cede to the client all rights to the copy written by The WordNurse. Copyright to the assembled copy is owned by The WordNurse until full payment is received. If the client defaults on payment, all copy written by The WordNurse must and cannot be used until full payment is made.

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d) The client agrees to indemnify and hold The WordNurse harmless from any claim or demand, including reasonable fees and costs for the service of a lawyer, or as may be made by any third party due to or arising from use of the site or service, or violation of the terms and conditions by the client, or infringement of any intellectual property or other right of any person or entity by the client. In the event of a client violating any of the terms and conditions contained in this document, The WordNurse reserves the right to terminate all service and contractual obligations with the customer. Furthermore, The WordNurse may, at its discretion, discontinue or terminate operation of its website or services without notice at any time and for any reason.

e) The WordNurse does not endorse, recommend, or support the content of any documents provided by, or created for the client. Clients are advised that plagiarism and breach of copyright are serious offences. The WordNurse assumes no liability for the infringement of third party copyright in the content of clients' documents. The WordNurse is not liable for any damage to computer hardware/software arising from the distribution of a computer virus.

f) The WordNurse provides no guarantee that the client's work will be error free. Clients are responsible for ensuring factual data in their work is correct. Furthermore, The WordNurse is not responsible for service delays resulting from unforeseen circumstances.

g) The client must provide accurate information with respect to their name, email address, phone number and all payment details. Failure to provide accurate information can result in a refusal to provide service. The client assumes all responsibility for any problems, errors, issues, as well as legal liability, resulting from such false information. All information submitted by the client is confidential.

h) Should a client be dissatisfied with the service provided, The WordNurse may waive the client's payment. This is conditional on the customer demonstrating conclusively how The WordNurse failed to meet its service obligations.

## 7. Privacy, Confidentiality and Non-Disclosure

a) All documents submitted to The WordNurse will be treated in the strictest of confidence. The WordNurse is a professional business and understands that work often contains private information.

b) The WordNurse will not disclose to any third party information obtained as the result of a project.

c) Your personal details including your name, email address and telephone number will not be passed to any third party.

## 8. Testimonials and Examples

a) The WordNurse may approach a client after a project is complete for a testimonial to be included in The WordNurse's portfolio, marketing information or on the website.

b) The WordNurse may use all or part of a completed project in The WordNurse's portfolio, marketing information or on the website UNLESS the client specifically declines. The WordNurse will always seek the client's permission.

## 9. Communications and Delivery

a) The WordNurse will communicate electronically (via email and telephone) unless the client advises otherwise.

b) The WordNurse understands that some clients prefer face-to-face communications.

c) Completed copy will be delivered by email in Microsoft Word format.

**The WordNurse is the business name of Mrs Imogen Dennis-Newton, a sole trader.**

**The terms and conditions contained herein may be changed or revoked at any time, for any reason and without notice.**

## Copyright

On completion of the project and after final payment is received, The WordNurse will cede to the client all rights to the copy written by The WordNurse. Copyright to the assembled copy is owned by The WordNurse until full payment is received. If the client defaults on payment, all copy written by The WordNurse must and cannot be used until full payment is made.

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- b) All quotations are delivered in writing and form a Letter of Agreement.
- c) The ProofNurse applies a minimum charge to all projects of 1 hour.

#### 2. Payment

- a) The ProofNurse is a small business and expects prompt payment within a **maximum of 15 days** of receipt / delivery of the finished copy or project.
- b) Unless otherwise agreed, **payment is due within 15 days** of receipt / delivery of the finished copy or project.
- c) **Payment is requested in full and before works commence.** However, in certain circumstances, The ProofNurse will provide credit facilities and reserves the right to levy a 50% deposit on any project undertaken. The balance of payment will be due on receipt of delivery of the finished copy or project.
- d) The ProofNurse reserves the right to credit check clients before offering credit terms.
- e) Electronic payments are preferred and account details are available upon request.
- f) All cheques should be made payable to 'Imogen Dennis-Newton'.

#### 3. Late Payment

- a) Where credit facilities have been established, client accounts which are outstanding after **15 days** will be put 'on hold'. No further work will be carried out until full payment is received. Future work may require a 50% deposit or full payment in advance.
- b) Payments which are outstanding after **15 days** will attract a 10% above the bank rate surcharge to cover costs of recovery.
- c) Clients who are consistently late payers will be asked to provide an up-front deposit of 50% or full payment in advance before any new project can be started.
- d) Payments which are overdue after **30 days** will be subject to a claim being made in the Small Claims Court.

#### 5. Cancellation

- a) If the project is cancelled for whatever reason before copy is delivered to the client, the client remains liable for the time expended to date and will lose the full amount / deposit paid.
- b) Once the initial copy is delivered to the client (electronically or by any other means) the client is liable for payment in full.
- c) If The ProofNurse is unable to complete the project (through illness or any other personal reasons), the client may purchase any unfinished work from The ProofNurse.

#### 8. Testimonials and Examples

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The ProofNurse provides no guarantee that the customer's work will be error free. Customers are responsible for ensuring factual data in their work is correct. Furthermore, The ProofNurse is not responsible for service delays resulting from unforeseen circumstances such as technical problems, including server issues that are beyond The ProofNurse's control.

Should a customer be dissatisfied with the proofreading and editing service, The ProofNurse may waive the customer's payment. This is conditional on the customer demonstrating conclusively how The ProofNurse failed to meet its service obligations.

The customer must provide accurate information with respect to their name, email address, phone number and all payment details. Failure to provide accurate information can result in a refusal to provide service. The customer assumes all responsibility for any problems, errors, issues, as well as legal liability, resulting from such false information. All information submitted by the customer is confidential.

The ProofNurse is not liable for the fraudulent use of any method that may be used to purchase its services.

The customer agrees to indemnify and hold The ProofNurse harmless from any claim or demand, including reasonable fees and costs for the service of a lawyer, or as may be made by any third party due to or arising from use of the site or service, or violation of the terms and conditions by the customer, or infringement of any intellectual property or other right of any person or entity by the customer.

In the event of a customer violating any of the terms and conditions contained in this document, The ProofNurse reserves the right to terminate all service and contractual obligations with the customer. Furthermore, The ProofNurse may, at its discretion, discontinue or terminate operation of its website or services without notice at any time and for any reason.

The ProofNurse may approach a client after a project is complete for a testimonial to be included in The ProofNurse's portfolio, marketing information or on the website.

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## **Privacy statement:**

All documents submitted to The ProofNurse will be treated in the strictest of confidence. The ProofNurse is a professional business and understands that academic and business work often contains private information.

Ownership of any intellectual property generated or created through The ProofNurse's services automatically resides with you.

Your personal details including your name, email address and telephone number will not be passed to any third party.

The ProofNurse reserves the right to refuse service to any customers for any reason and without explanation.

## **Copyright**

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