

ALISON PLATTS

RESEARCH SERVICES

STANDARD TERMS AND CONDITIONS

1. These terms and conditions apply to any work done for the Client by Alison Platts (the Freelance).
2. The Client is under no obligation to offer the Freelance work; neither is the Freelance under any obligation to accept work offered by the Client.
3. The Freelance is free to carry out commissions for other Clients at any time.
4. The Freelance confirms that she is self-employed, is responsible for her own income tax and National Insurance contributions, and for paying VAT (if applicable) and will not claim benefits granted to the Client's employees.
5. The Freelance will provide service(s) as mutually agreed, confirmed in writing by the Client.
6. A specification, timetable and fee schedule / flat fee will be agreed at the outset of a new commission.
7. The completed work will be delivered on or before the date agreed, for the agreed fee, which will be based on the description of the work required and the brief, both supplied by the Client.
8. If, however, upon receipt of materials, on commencement of the work or at an early stage, it becomes apparent that significantly more work is required than had been anticipated in the preliminary discussion / brief, the Freelance may renegotiate the fee and / or the deadline.
9. Similarly, if, during the term of the Freelance's work, additional tasks are requested by the Client, the Freelance may renegotiate the fee and / or the deadline.
10. If the project is lengthy, the Freelance may invoice periodically for completed stages, as agreed with the Client at the outset.
11. The Client will pay the Freelance a fee per day OR an agreed flat fee for the job, OR a fee based on volume of work to be undertaken as agreed at the outset.
12. The Client will reimburse the Freelance for reasonable expenses. Alternatively, the Client and Freelance will agree a fee that incorporate all expenses.
13. Unless agreed otherwise at the outset, payment will be made within 30 days of receipt of the Freelance's invoice, according to the Late Payment of Commercial Debts (Interest) Act 1998.
14. The Freelance will be responsible for providing her own equipment, working space, materials etc using her own equipment.
15. Work will be carried out unsupervised at times and locations specified in the fieldwork schedule or at such times and places as determined by the Freelance.
16. The Freelance agrees to attend the Client's or other premises for necessary meetings, the time spent and agreed reasonable expenses incurred to be reimbursed by the Client.
17. The Client will brief the Freelance and provide all necessary background information to allow work to be carried out successfully.
18. The Client will respond to queries and provide any additional information required by the Freelance to complete the job.
19. Any research tools, materials and analysis or content created by the Freelance as part of the research process will become the copyright of the Client, unless otherwise agreed.

20. If the Freelance has made a substantial contribution to the project, she will be entitled to be listed as an author of the report/contributor to the project as appropriate.
21. The nature and content of the work will be kept confidential and not made known to anyone other than the Client and its contractors without prior written permission.
22. If the Freelance's work is unsatisfactory, the Freelance will rectify it in her own time and at her own expense.
23. The Freelance guarantees that any work that she subcontracts on behalf of the Client will be completed to the same standard, schedule and budget and with the same conditions of confidentiality.
24. Under the terms of the Data Protection Act 1998, the Client and the Freelance may keep on record such information (eg contact details) as is necessary. Either may view the other's records to ensure that they are relevant, correct and up to date.
25. The Freelance may use the Client's name in her promotional material.
26. Either the Client or the Freelance has the right to terminate a contract for services if there is a serious breach of its terms.
27. This agreement is subject to Scots law, and both Freelance and Client agree to submit to the jurisdiction of the Scottish courts.