

Tips on Contracts for Freelance Editors

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A contract is an agreement, and you should have one for every project. Some clients have their own standard contract. Don't be afraid to negotiate if you're sent such a contract and find that most of the terms are agreeable but some are inappropriate: for example, if the contract requires the editor to have professional indemnity insurance. Most clients are willing to discuss terms, and all contracts are negotiable.

Editors have found it very useful to have their own standard contract in situations where a client simply tells them 'the fee for this project is ...' or 'the editorial budget is ...', with the implication that they can take it or leave it. If you want greater control of your work and a chance to earn better fees, it makes sense to have an understanding of contracts and to take the initiative on setting out the terms on which you'll provide services. At the very least, it's important that both you and the client are clear about the tasks you will be doing and how much that work is worth.

Written is better than oral

An oral agreement is just as valid as a written one. However, an oral agreement is more difficult to enforce than a written one, if only because we all have fallible memories. Without intending to sneak in extra work, a client may assume that the editor will perform tasks that haven't been specifically agreed—for example, they may assume that copy-editing includes styling, or may have a different understanding of the nature of the tasks to be carried out.

Client's brief

If the client hasn't provided a **brief** for the project, or has provided only some of the information necessary for you to determine what they want, you will either need to ask them to provide one (in writing), or ask questions so that you can construct the brief for them and ensure that you and the client have the same understanding of what you will be doing.

Read the material

It is important to read the material and have a look at any graphics, photos, or design requirements, in order to judge for yourself how much and what kind of work will be involved. Agreeing to a fee without having seen the text can result in more work than you're being paid for. Again, the client may not intend to deceive, but the staff member contracting with you (for example, the managing editor or project manager) may not have had time to become familiar with the project, and may have only a second-hand understanding of it from the publisher.

Although you may not have time to read an entire book manuscript, you'll want to find out whether the sample chapters are sufficiently representative of the whole to base your quote on them, or whether you should look at a wider range of sample text.

For project management, an assessment of the text may be of less importance than a clear brief as to what you will be required to do, details of the others with whom you will be working and from whom you will need to obtain material, and the client's standard or preferred procedures. If structural editing and/or copy-editing is also required, you will of course need to have a look at the text.

Editorial review

Once you have read the brief and read (or at least perused) the project or sample chapters, you may wish to provide an **editorial review** or assessment, summarising the tasks that have been requested and perhaps also your considered opinion of what it requires. The review may address issues such as appropriateness for intended audience, prose style, gaps in argument or factual detail, organisation, whether references are consistent, and/or other matters. However, if the client has acknowledged (for example) that more research or restructuring would be desirable, but has told you that nonetheless all they want (and will pay for) is a simple copy-editing job, you shouldn't spend time explaining how badly it needs a structural edit.

Your fee

Your **quotation** or **estimate** of your fee, plus the summary of the work to be done (whether compiled by you or by the client), together constitute a contract if both parties agree to the terms.

A **quotation** is your firm statement of what you will charge to do the work. Once the parties have agreed on the fee, it can't be altered just because you've spent more or less time than anticipated (though it can be altered if the terms of the contract change: see below). In contrast, if you provide an **estimate**, it is understood that the final fee charged may be more or less. However, it is courteous to let the client know as soon as possible if it looks as if the fee will diverge significantly from the estimate.

Hourly rates

You may not want to give the client an hourly rate, even if you base your fees on a rough idea of the time you think the project will occupy. Indeed, this may be counterproductive, since hourly rates tend to be difficult to raise as time goes by. The real issue for the client is whether your total fee for the project fits their budget—not how much each hour of your work is worth. Some editors work more quickly than others, but the greatest determinant of whether a job is done to the client's satisfaction will be the editor's experience with that type of work.

As of 2008, hourly rates on which fees for editorial work are based should not be less than \$65.00 per hour. For most government and corporate clients, they range from \$120 per hour to upwards of \$200 per hour.

Agreeing on a fee

If you provide a quotation, it is prudent to include the statement: 'This quotation may be subject to revision upon variation in the client's brief'. That way, if additional tasks arise in the course of the job, you can submit a revised quotation that supersedes the original. (It too will be subject to the client's agreement.)

Be sure that the client agrees to your quote in writing. Both parties must agree to the terms of a contract for it to be valid. They may either sign a written contract, each keeping a copy with both signatures, or you may simply include at the end of your quotation: 'Written approval of this quote is required in order for work to commence on the project. Please fax or e-mail at your earliest convenience.' While you may of course choose to start working before the client confirms, with a new client it is practical to wait for (or request) their consent to the terms, so that it is indeed a mutual agreement.

Itemised quotation

In a quotation, it is useful to itemise the tasks and the portion of the fee applicable to each. For example:

Manuscript assessment and editorial review

Preparation of electronic Word document for typesetting, including application of styles (paragraph and character), supply of order of prelims and endmatter, list of text elements for design brief, and running head copy

Copy-editing of manuscript (on disk) including endnotes and bibliography

Generating and resolving author queries and obtaining author's approval of edited text; client liaison

Total fee

You may wish to build in unforeseen contingencies or time that will be spent in meetings, either by increasing the cost of one of the tasks you've already listed or by specifically listing a category such as 'consultation with designer' or 'author liaison'.

If you (or your company) are registered for GST, don't forget to add 10% GST to your quote, and clearly identify the GST component. If you do not charge GST, include the words 'No GST will be charged' (just as, on your invoices, the words 'No GST has been charged' should appear if you are not charging it).

Standard contract

A standard contract form can be modified to suit the individual editor, for routine use or to accommodate a particular client or project. The standard contract form provided herewith would include both the editor's understanding of the tasks required and his or her costing of the work (that is, the fee to be charged—which may be either a quotation or an estimate).

Elements to include in a contract

The contract should include:

- The **ABNs** of both client and contractor.
- A detailed summary of the **editor's tasks**, as required by the client.
- Agreed **schedule** for completion of the work, including stages if applicable. Stages that you build into the schedule, such as 'edited chapters to author for the purpose of approval and/or queries' need not be included if they have nothing to do with your agreement with the client and are purely for your own use in managing your time.
- **Your fee**, as provided in the form of a quotation or estimate, and with GST itemised (if registered for GST). If part payments have been agreed (e.g. for stages of a lengthy project), the schedule and amounts to be paid should be set out in detail.
- The **payment terms**—e.g. 'Payment within 7 business days of invoice date is requested'—and instructions for payment (name and address to which cheque should be sent, or bank details for electronic deposit).
- You may want to obtain advice on whether and how much interest should be charged for late payment, but it is important to be sure the client agrees to the terms to begin with. Some clients have 'billing cycles' and only pay their suppliers on certain days or weeks of the month.

- Any **surcharge** for a deadline requiring work over a weekend or public holiday (where you would not have chosen to do so anyway). This can be anywhere from 5% on up.
- The tasks that are **not** included as part of the job. For example, you may not wish to check quotations against their original sources, especially if the sources are difficult to obtain; or you may think it more appropriate for the proofreader to check URLs at a later stage. It is important that editor and client agree on the tasks that are and are not included as part of the job.

The contract **may** include:

- A summary of the project in the form of an **editorial review** or assessment. This can be as brief as a paragraph or as long as a couple of pages. It may include background information and the editor's understanding of the strengths of the project and how it compares to its market competitors, if the editing requested is developmental/structural in nature.
- If you choose to **subcontract** or delegate any of the tasks of the project to an associate, whether a business partner or associate, or an independent freelancer, this should be discussed with the client and included in the contract, either stipulating the particular tasks that may be delegated or stating that such delegation is at the editor's discretion. For many clients, their choice of an editor is based on that particular person's strengths and skills, and while it should be the right of any businessperson to delegate work as he or she sees fit, transparency and accountability are important aspects of good business practice.
- How you will be paid in the event the agreement is **terminated**. Termination rarely happens, and you may decide that it is not something you want to include in your standard agreement. However, if you think that you may for some personal reason be unable to complete the project, or that the client may need to cease work on it (e.g. if there are unresolved legal questions), you should frankly discuss the possibility with the client at an early stage, and include the agreed course of action in the contract.
- While the editor's responsibility in improving written text *may* include fact-checking and/or assistance with logical validity or strength of arguments (though in most cases it does not, unless the editor puts herself or himself forward as having such expertise), it should not extend to **legal liability** for claims against the publisher or author, e.g. for defamation or copyright infringement. Requiring editors to have professional indemnity insurance is usually a shameless effort to shift the responsibility to contractors, who in most cases do not earn enough from those clients to make it worthwhile to purchase the rather expensive cover. Often, clients requesting such insurance simply have not checked their standard contract, and are happy to strike that term from the particular agreement.
- Similarly, a contract should not require an independent contractor to have public liability **insurance**, or insurance against personal accident or illness, loss of income, or workers' compensation. (You may wish to have such insurance anyway, for pragmatic reasons, but if you are not entitled to the benefits of an employment relationship, neither should you be required to shoulder the burdens of insurance that, if you were an employee, might be covered by your employer.)

Conclusion

This information, along with the standard contract form and examples of editorial reviews, has been provided for the use of freelance editors in creating their own contracts and taking control of their fees.

For further information on negotiating fees, contact your state or territory Society of Editors training officer. The societies may offer training sessions on negotiating with clients, and expressions of interest in such training would be helpful for the purpose of planning.