

# 3 Professional practice of the supplier or employee

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## 3.1 Professional standards

**3.1.1** Members and associates should in all working relationships endeavour to maintain standards of work and conduct consistent with their professional status and should not act in such a way as to bring their profession or the Society into disrepute.

**3.1.2 Continuing professional development (CPD)** Members and associates should make every reasonable endeavour to maintain, improve and update their skills and knowledge, especially where new technology creates changes in publishing practice. This could include reading trade journals and reference works, requesting feedback from clients, seeking advice from colleagues or attending training courses and conferences.

**3.1.3 Legal issues** Members and associates should be familiar with the main provisions of the current relevant legislation relating to libel, obscenity, blasphemy, incitement to racial hatred, plagiarism and the reproduction of copyright material belonging to third parties. They should endeavour to ensure that these provisions are adhered to and bring any suspected infringement to the attention of the client.

**3.1.4 Self-promotion** Suppliers should give a true and fair representation of their qualifications, experience and skills when advertising or describing their services.

**3.1.5 Competence** Suppliers should not accept any job which they believe they cannot carry out to an acceptable standard, for whatever reason. Such reasons could include:

- a** the client allows inadequate time or remuneration for the amount of work required to complete the job to an acceptable standard;
- b** the supplier has insufficient time available to accommodate the amount of work required;
- c** the supplier has inadequate skills or knowledge for the type of work involved (although a supplier may accept such work on a 'trainee' basis, with the explicit agreement of the client).

If a supplier accepts a job in good faith but subsequently discovers that he or she cannot carry it out to an acceptable standard, the client should be informed as early as possible, and the supplier should be prepared to negotiate a settlement.

**3.1.6 Responsibility to clients** Suppliers are accountable for their services: they are responsible for making the best use of the time available for a job, and expediting its completion to the required standard within the client's specified schedule, whenever possible.

**3.1.7 Presentation of work** Suppliers should present their work in a professional manner consistent either with normal trade practice or with a convention agreed with the client. Correspondence, additional text, lists of queries, cover sheets, illustration lists, invoices, etc. should be typed or word-processed; any handwritten notes or corrections should be neat and legible.

**3.1.8 Management of software files** Original documents are frequently supplied in electronic form, whether by email or on disk (floppy, zip or CD).

- a** Files supplied by a client should be virus-checked upon receipt.

- b** The client's original files should not be overwritten, but renamed before editing. A protocol should be agreed with the client for the renaming of electronic files.
- c** Where work is supplied on disk, a time-scale should be agreed for the return of client's and suppliers' disks at the completion of a job.
- d** Suppliers' disks should be clearly labelled and dated so that they are easily identifiable.
- e** It is recommended that copies of completed work sent to the client should be retained in electronic format by the supplier until at least six months after the publication date of the work.

**3.1.9 Original material and records** It is the responsibility of the client to insure against loss of original material by keeping copies, etc. However, suppliers should take all reasonable precautions to ensure the safe keeping of documents and original material belonging to or held on behalf of clients and, where indicated, should use the method of dispatch suggested by the client. They should keep copies of query lists and important correspondence with third parties, including emails and records of phone conversations, and should make these available to the client on request.

**3.1.10 Communication** While a job is in progress, suppliers should keep clients informed of their availability, by email or telephone, giving alternative access numbers where appropriate. Urgent communications should be carried out by telephone, to avoid emails remaining unanswered.

#### **3.1.11 Email**

- a** Members and associates who advertise an email address should collect their email regularly and respond to it promptly.
- b** Although they may be informal in style, emails should be written using correct grammar and punctuation.
- c** Emails should be copied to the relevant people, where appropriate.
- d** Members and associates should be aware of email etiquette, for example:
  - when replying to a message, trim any unnecessary material;
  - use plain text emails in preference to HTML;
  - do not send unsolicited attachments without first checking with the intended recipient;
  - identify or describe the content and nature of the attachment in the text of the email.
- e** When participating in email discussion groups, members and associates should maintain appropriate standards and abide by the rules of the discussion group.

**3.1.12 Subcontracting** Suppliers should not subcontract work to others without the knowledge and consent of the client. When subcontracting work, suppliers should satisfy themselves that the subcontractor is competent and reliable. Suppliers remain responsible for the terms they agree with the client and for the quality of work supplied to the client.

**3.1.13 Independence** Self-employed members and associates must take full responsibility for the running of their businesses and for their obligations to the Inland Revenue and other official bodies. They should make their self-employed status known to clients.

**3.1.14 Working environment** Members and associates should seek to ensure that they have an environment in which they can work efficiently and with appropriate concentration, and that they have access to the necessary equipment (including both computer hardware and software) and reference material for the type of work undertaken. Members and associates should also make themselves aware of the health and safety legislation which applies to their working environment, and office equipment should be chosen and arranged with long-term health and safety in mind.

## 3.2 Working agreements and fees

**3.2.1 Agreement of terms** In their own interests, suppliers should ensure that the terms on which they accept a job are clearly defined at the outset, either by the supplier or by the client, and agreed between the parties, preferably in writing. Any terms and conditions beyond those which ordinarily apply should also be agreed at the outset.

Any agreement should include:

- a** the date(s) for delivery of the job, or instalments thereof, to the supplier;
- b** the date(s) for delivery of the completed job, or instalments thereof, to the client;
- c** an estimate of the work required, including due allowance for time spent assimilating the brief, preparing handover notes and correspondence, as agreed;
- d** the proposed fee for the job, or alternatively the rate per hour or page and, where possible, an estimate of the total;
- e** which expenses (e.g. postage, telephone, fax or internet charges, paper, software, copying, travel) are to be borne by the client and, where possible, an estimate of their amount;
- f** any special dispatch requirements for material belonging to or held on behalf of the client by the supplier;
- g** the payment period from invoice date and any arrangement for payment by instalments;
- h** whether or not the copy-editor's or proofreader's work will be credited and a complimentary copy of the published work is to be provided.

**3.2.2 Progress reports** It is the supplier's responsibility to keep the client informed of progress as appropriate.

**3.2.3 Changes in circumstances** The supplier should make every reasonable endeavour to adhere to the agreed budget and schedule for a job. Whenever circumstances arise which make it fair and reasonable that the agreed terms be renegotiated – e.g. where the work received is not of the standard, length or complexity envisaged – the supplier should inform the client at the earliest opportunity to agree on a strategy for completing the work.

## 3.3 Working relationships with clients, authors and colleagues

Members and associates should be aware of their responsibilities with respect to personal data under the Data Protection Act 1988.

**3.3.1 General attitude** In all working relationships, members and associates should treat their professional colleagues with due consideration and respect, and should co-operate with them to the best of their ability.

### 3.3.2 Relations with clients

- a** *Communication* In all dealings with clients, suppliers should recognize that they bear equal responsibility with the client for effective communication and for the successful completion of any job undertaken. Suppliers should be pro-active in raising with the client or others matters that require attention.
- b** *Briefing* Suppliers should endeavour to obtain a clear and adequate brief for any job undertaken. The brief should set out the tasks to be carried out and the limits of the supplier's responsibility. While the onus rests on the client to supply essential information, suppliers should seek clarification of any points not covered by the brief.

**3.3.3 Relations with authors** It is in the interest of suppliers to build up satisfactory and mutually respectful working relationships with authors on whose texts they are working, and to

respect their sensitivities. Suppliers should recognize authors' rights, including moral rights, and should use their best endeavours to avoid overstepping reasonable levels of editorial intervention within the context of the level of edit agreed with the client (see **5.1.3**). The supplier has the right to expect the client to have agreed with the author the terms of the brief, the level of copy-editing required and the schedule requirements, and to expect the client's reasonable support in relations with the author and others in the publishing process, particularly in the event of any dispute.

**3.3.4 Relations with subcontractors** Members and associates who subcontract work to others thereby place themselves in the role of client in relation to these subcontractors and are under an obligation to fulfil the requirements of section 4 of this code.

**3.3.5 Relations with third parties** Members and associates should make every effort to maintain good relations with other professional colleagues, such as designers, website programmers, picture researchers, typesetters and printers.

**3.3.6 Relations with the Society and its members and associates**

- a *General attitude* Members and associates should endeavour to uphold and promote the objectives of the Society as set out in its Memorandum of Association. Members and associates should feel able to call on colleagues for advice and information and should be prepared to reciprocate.
- b *Use of the Society's name* Members and associates are encouraged to make their membership of the Society known to clients and colleagues. Ordinary and advanced members may use the words 'Member of the Society for Editors and Proofreaders' on their stationery, but abbreviations such as MSfEP are not permitted. A special Society logo is available for use by advanced, accredited and registered members, but other use of the Society's logo or letter-head is not permitted except with the written authorization of the council.
- c Members and associates are reminded of the provision in the Articles that if in the opinion of the council any member or associate seriously misrepresents the Society or brings it into disrepute, his or her membership may be withdrawn. Serious breach of this code, for example, could be regarded as grounds for withdrawal of membership.

**3.4 Confidentiality**

**3.4.1 Relating to members and associates** Members and associates should respect the confidence of colleagues and refrain from discussing them by name with third parties (except with permission, e.g. if asked to provide a reference).

**3.4.2 Relating to clients** In the course of dealings with clients, members and associates may be privy to confidential information and have access to sensitive and/or unpublished material, whether contained in a text or in discussions and correspondence. Members and associates should at all times respect these confidences and under no circumstances disclose any such information to a third party without the express authorization of the client. In all dealings with third parties, members and associates should bear in mind that a supplier, in fulfilling their editorial obligation, is acting as the client's representative.

**3.4.3 Relating to authors** Members and associates should respect the confidence of the author and refrain from discussing individual authors by name, except with the client, before publication of the material.

**3.4.4 Relating to documents** Members and associates should take all reasonable precautions to ensure the safe keeping and subsequent disposal or return of confidential documents, either on paper or in electronic format, including copies.