

## **TERMS AND CONDITIONS – GROUP COACHING**

### **Background**

1. These terms and conditions relate to the provision of a group coaching programme by Andrew Noakes (“the tutor”) to historical fiction writers (“the participants”).
2. The terms and conditions are governed by the laws of England and Wales and shall be subject to the exclusive jurisdiction of the courts of England and Wales.

### **What to expect from the tutor**

1. Two critiques of up to 5000 words of each participant’s writing, including inline comments and a report.
2. One additional critique encompassing all of each participant’s submissions at the end of the programme. This will be provided no later than four weeks after the programme has ended.
3. One Skype or phone consultation (any phone charges must be paid by the participant if they opt for a phone call) lasting approximately 60 minutes at the end of the programme. This will be provided no later than four weeks after the programme has ended.
4. The facilitation of two peer critiques of each participant’s work each month. Note: The tutor will aim to facilitate these critiques. However, it is beyond the tutor’s control if – for whatever reason – critique partners do not provide the critiques they have been asked for. If critiques are occasionally not provided, it does not constitute a violation of the terms and conditions. However, the tutor will take appropriate steps to reduce the risk of recurrence.
5. Six learning modules (in the form of a video, slides, and a PDF document), one delivered each month, covering: 1) fundamentals of language, 2) viewpoint, voice, and tense, 3) setting, 4) plot, 5) structure and pacing, and 6) characterisation.
6. A weekly Q&A session delivered via the group’s private Facebook group. Participants will have 24 hours to submit questions and will receive answers over the course of the following 24 hours.
7. The tutor may be delayed in providing items 1, 2, 3, 4, 5, and 6 of this section, and they may not be able to provide item 6 of this section at all in some weeks, if they are: 1) sick, 2) on holiday, 3) lose computer access, or if there is any other reasonable cause for delay or non-delivery. It is expected that the tutor will take holiday during the course of the programme, so participants should anticipate occasional delays and non-delivery as above due to this.
8. The tutor is not obligated to provide substantive responses to individual emails from the participants asking for private feedback on their writing or other questions concerning their writing. Any responses to such emails will be at the discretion of the tutor. However, participants may email the tutor privately to ask questions about the logistics of the course.

### **What's expected of the participants**

1. Participants should submit up to 5000 words of their writing (and minimum 1000 words) each month. The writing can be new or an edited version of writing previously submitted. It should be from a historical fiction novel or novels (their work-in-progress or works-in-progress).
2. Participants must critique two other writing submissions from other participants each month. Critiques should include inline comments on the submission where appropriate and substantive summary comments written at the end. Further guidance will be provided.
3. Participants may be delayed in delivering on items 1 and 2 of this section if they are 1) sick, 2) on holiday, 3) lose computer access, or if there is any other reasonable cause for delay. Non-delivery is permitted in extenuating circumstances.
4. Persistent non-delivery of items 1 and 2 in this section will be grounds for removal from the programme following one written warning from the tutor.

### **Programme dates and structure**

1. The programme will begin on \_\_\_\_\_ and end on \_\_\_\_\_. (*This will vary according to the term.*)
2. The second week of every month will be for learning and exercises (including the monthly learning module). The participants will submit their writing in the third week. Critiques will be due by the end of the final week. The first week of the next month will be an opportunity to digest the critiques. Every week, there will be one Q&A session with the tutor.
3. At inception, each group shall consist of between six and eight participants. If participants drop out of groups after they begin, numbers are permitted to go below six.

### **Participant conduct**

1. Participants are expected to approach participation, interaction, and critiquing with politeness and respect. Offensive or unconstructive behaviour is not permitted.
2. Such conduct as described in 1 of this section is grounds for removal from the programme.

### **Group platforms**

1. The programme will utilise a private Facebook group to facilitate group communication. Google Drive will also be used to facilitate sharing of writing submissions and critiques. Participants are advised to read the privacy policies of both platforms.

### **Programme administration and payment conditions**

1. The programme is administered as a pay-as-you-go subscription service lasting no longer than six months. Subscription payments are to be made by the participants before the start of each month, with each payment paying for the service provided during that subsequent month. The

participants will not have access to any part of the programme that they have not paid for in advance.

2. The monthly subscription payment will be £85 or \$110 US. Subscriptions can be paid in either currency (GBP or USD).
3. Payment should be made via Paypal in accordance with the instructions.
4. These terms and conditions will not be binding on the tutor or in effect until the first subscription payment is made. If the first payment is not setup within an hour of consenting to these terms and conditions, the agreement they constitute between tutor and participant is automatically terminated without penalty.
5. This method of administration and payment does not constitute a credit agreement or the provision of credit. The services contained within the programme are provided on a strictly pay-as-you-go basis, with each payment being taken in advance of the services provided. Although this programme is envisaged as a six month programme and participants will benefit from participating for the full six months, there is no obligation on the participants to subscribe to the programme for any longer than the first month following this agreement or to pay subscription payments for any more than the first month.
6. If participants do wish to subscribe for longer than the first month, they must continue to pay their subscription payments. The payment of each subscription payment will renew their access to the service for the following month, thereby also renewing their agreement to these terms and conditions for that month.
7. If participants do not subscribe for the full 6 months, they will not receive elements of the programme that are delivered in months in which they are not subscribers (for example, but not limited to, the final report and consultation).

### **Cancellation or removal**

1. The participants have the right to cancel their subscription to the programme with no penalty within 14 days of agreeing to these terms and conditions. Any payment they have made will be refunded.
2. The participants have the right to cancel their subscription to the programme before the end of each month with no penalty except for the reasonable costs of any services they have used in that month up until the point of cancellation. Such costs will be determined solely by the tutor. In practice, this may take the form of a pro-rated refund based on days remaining in the month of cancellation.
3. The tutor is permitted to terminate a participant's subscription to the programme if they violate the conditions for participant conduct or what's expected of participants outlined above. Under these circumstances, the rules regarding payment and refund will follow those outlined in 1 and 2 of this section.

4. The tutor is permitted to cancel a participant's subscription to the programme before the programme begins if an insufficient number of other participants who have been offered places on the programme subsequently decline those places, such that there are not enough participants to form a group, a second group, a third group, and so on. In this situation, the tutor will refund the participant's payments.

### **Copyright and confidentiality**

1. The copyright of any writing submitted by a participant is and remains the sole property of that participant. Neither the tutor nor the other participants can claim intellectual property ownership over any writing that results from, relates to, or is submitted to this programme. Each participant is free to use any ideas provided by the tutor or the other participants in connection with their writing without providing credit or further compensation to the tutor or other participants. The copyright of the expression of any such ideas within any writing that relates to this programme will be the sole property of the participant concerned.
2. The responsibility for each participant's writing also remains with the participant. Therefore, each participant agrees to indemnify the tutor and the other participants against any and all legal claims that result from the writing they submit to the programme or which results from their participation in the programme.
3. All writing submitted is confidential. Neither the tutor nor the participants may share, publish, or refer to any writing submitted to the programme except their own, outside of the programme. The tutor and participants may use Google Drive to share writing (thus privately sharing writing with Google Drive) and Facebook to share snippets of writing (thus privately sharing snippets of writing with Facebook) within the programme in the private context of the group.
4. The tutor is permitted to share other participant data with Google Drive and Facebook that is necessary for the administration of the programme.
5. Participants agree to share their personal data with the other group participants to the extent that it is inherently necessary for the administration of this programme.
6. Data processing is covered by the editor's privacy policy, which the client can review online (<https://andrewnoakes.co.uk/privacy-policy>).

### **Miscellaneous**

1. The tutor and participants cannot guarantee the success of any participant's writing following the programme, nor can they guarantee that they will identify every error in their writing. They cannot be held liable for errors missed in the writing or its lack of success (including but not limited to lack of sales or lack of critical acclaim). They cannot be held liable for any errors or losses that occur as a result of the client acting on their recommendations, and the tutor and participants cannot be held liable for any errors they make in relation to their recommendations.
2. The client may not, except with explicit consent from the tutor, publish any of the tutor's comments in relation to their writing, including (but not limited to) in marketing material for their books.