

## TERMS AND CONDITIONS – EDITOR’S REPORT

### Background

1. This agreement relates to the provision of editing services by Andrew Noakes (“the editor”) to the client who agrees to these terms and conditions.
2. These terms and conditions are governed by the laws of England and Wales and are subject to the exclusive jurisdiction of the courts of England and Wales.

### The Work

3. The editor and client (the “parties”) agree that an editor’s report (the “report”) shall be completed by the editor for the client by the end of the editing slot the client has selected (inclusive of the final day).
4. The report should outline the strengths and weaknesses of the manuscript and include macro-level analysis of the plot, pacing, characterisation, structure, historical authenticity, and writing quality. It should make suggestions for improving the manuscript.
5. The client should provide the editor with the manuscript before commencement of the editing slot they have selected. If the manuscript is not received before this, the editor is permitted to move the report deadline to a later date of their choosing.
6. The manuscript supplied by the client must contain no more than one single novel.

### Payment

7. The client shall pay the editor at a rate of £6 per 1000 words or \$7.50 per 1000 words in order for the work to be carried out. Payment can be made in either currency (GBP or USD).
8. The client will pay £200 or \$250 as an advance payment upon agreeing to these terms and conditions. The balance of the fee must be paid on the same day that the client provides the manuscript. The advance payment and balance must be paid in the same currency. Payment can alternatively be made in full if the word count is finalised at the time of booking.
9. The client must accurately state the total word count of their manuscript on the payment form when they pay their remaining balance.
10. Payment should be made with credit or debit card.

### Booking and cancellations

11. In order to book the editor, the client must agree to these terms and conditions and pay the advance payment or pay in full. If the advance payment is not paid when agreeing to these terms and conditions, or if the payment is not made in full, they are automatically cancelled without penalty to either party.
12. For work to proceed, the client must pay the remainder of the fee as per 8 and 9 if they have not already paid in full. If payment is not provided within 48 hours of the payment being requested by the editor following manuscript submission, the editor is permitted to move the deadline in 3 to a later date of their choosing and/or to cancel this agreement. If cancelled under these circumstances, the client will forfeit their advance

payment, and the editor will not be obliged to complete the edit and will not be otherwise bound by these terms and conditions.

13. The client has the right to cancel their booking within 14 days of agreeing to these terms and conditions; in these circumstances, they can claim a full refund for any payment made. However, if work begins within these 14 days, the client must pay for any work completed. If the client books an editing slot (defined as the time period between delivery of the manuscript and delivery of the finished edit) within the 14 day cancellation period, they are expressly consenting to the editor beginning work within the cancellation period and agree to pay the cost of any work completed.
14. The client may still cancel their booking after the 14 day cancellation period, but they will forfeit their advance payment if they do so. The editor may cancel the booking at any point, but they must return any payment made by the client if they do so, unless the cancellation is triggered by the client's failure to provide full payment (as per 11).

### **Refunds after the report is completed**

15. If 3 and 4 are not satisfied, the editor will refund payment for the work. Disagreement with the content of the report is not grounds for a refund. Refunds can only be requested within 30 days of the client receiving the report. After this time, no refunds will be given.

### **Copyright**

16. The copyright of any manuscript and works to which these terms and conditions pertain are the sole property of the client. The editor can claim no intellectual property ownership over any manuscript and works that result from or relate to these terms and conditions. The client is free to use any ideas provided by the editor in connection with the manuscript without providing credit or further compensation. The copyright of the expression of any such ideas within any works that relate to these terms and conditions will be the sole property of the client.
17. The responsibility for the copyrighted manuscript and works also remains with the client. Therefore, the client agrees to indemnify the editor against any and all legal claims that result from the manuscript and works to which these terms and conditions pertain.

### **Follow-up**

18. Following completion of the work, the editor shall provide up to four emails in response to client queries seeking clarification on the report's content.
19. Such queries must be reasonable in length. The client may not re-submit the manuscript or sections of the manuscript for further analysis unless they wish to commission a new report.

### **Miscellaneous**

20. The editor cannot guarantee the success of the client's manuscript following the report, nor can they guarantee that they will identify every error. They cannot be held liable for errors missed in the manuscript or its lack of success (including but not limited to lack of sales or lack of critical acclaim). The editor cannot be held liable for any errors or losses that occur as a result of the client acting on the editor's recommendations, and the editor cannot be held liable for any errors they make in respect of those recommendations.

21. The editor is permitted, with the client's knowledge, to engage subcontractors to carry out this work or to assist in its completion. Subcontractors will not be used unless the client has been informed of their intended use prior to agreeing to these terms and conditions.
22. The content of the client's manuscript and their personal data will remain confidential with the exception of it being shared with any relevant subcontractors for the purpose of completing this work. The client agrees to the editor's sharing of their data, manuscript, and reports regarding their manuscript with any relevant subcontractors, including the transfer of that data to the United States if subcontractors are located there. Data processing is covered by the editor's privacy policy, which can be reviewed online (<https://andrewnoakes.co.uk/privacy-policy>).
23. If the manuscript cannot or should not be edited because it is not up to a sufficient standard, the editor reserves the right to decline the project. The client's payment will then be refunded in full.
24. The client may not, except with explicit consent from the editor, publish any of the editor's comments in relation to their writing, including (but not limited to) in marketing material for their books.