

TERMS AND CONDITIONS – QUERY CRITIQUE

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 a query critique (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 client’s one-page synopsis and up to three chapters (maximum 12,000 words) of their story, plus a query letter if desired. The report should include analysis of the plot, characterisation, structure, historical authenticity, and writing quality where applicable. It should make suggestions for improvements if necessary.
5. The client should provide the editor with the synopsis and chapters (plus the query letter if desired) before commencement of the editing slot they have selected. If they are not received before this, the editor is permitted to move the report deadline to a later date of their choosing.
6. The client may not exceed the length restrictions (maximum one page for the synopsis, maximum 12,000 words for the three chapters) in their submission. Their query letter must not exceed two pages.

Payment

7. The client shall pay the editor a lump sum of £180 in order for the work to be carried out. The payment must be made via debit or credit card at the time of booking.

Booking and cancellations

8. The client has the right to cancel this agreement within 14 days of signing it and claim a refund for any payment made. However, if work begins and/or the report is provided within these 14 days, the client must pay for any work completed or the cost of the full report if applicable. If the client books an editing slot (defined as the time period between delivery of the synopsis, chapters, and query letter, and delivery of the report) 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. The client may still cancel a booking after 14 days. However, they will forfeit their payment in 7 if they do so. The editor may also cancel this agreement at any time, but, if they do so, they agree to refund the payment in 7.

Refunds after the report is completed

9. If 3 and 4 are not satisfied, the editor will refund the client the full amount agreed in 7. 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

10. 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.
11. 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

12. 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.
13. Such queries must be reasonable in length. The client may not re-submit the synopsis, chapters, or query letter for further analysis unless they wish to commission a new report.

Miscellaneous

14. 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 or any 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.
15. 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.
16. The content of the client's synopsis, chapters, and query letter, and their personal data, will remain confidential with the exception of them being shared with any relevant subcontractors for the purpose of completing this work. The client agrees to the editor's sharing of their data, synopsis, chapters, query letter, and reports regarding their work 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>).
17. If the synopsis, chapters, or query letter cannot or should not be edited because they are 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.
18. 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.