

## TERMS AND CONDITIONS

### Background

1. These terms and conditions relate to the provision of services by Fictive Pursuits LTD (trading as Fabled Planet and hereafter “Fabled Planet” / “we” / “our”) to the client/participant who agrees to them.
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.
3. Fabled Planet will provide the client/participant with the services they have booked via our website. The provision of each service will be governed by the corresponding terms laid out below.
4. Fabled Planet and the client/participant are bound by the parts of these terms and conditions that pertain to the services the client/participant has booked, in addition to parts that pertain to every service. Parts that pertain to every service include ‘background’, ‘copyright and liability’, ‘data and confidentiality’, and ‘miscellaneous’.

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### EDITING SERVICES

#### Editing services: general terms

5. *Structural reports.* Structural reports should outline the strengths and weaknesses of the manuscript provided by the client and include macro-level analysis of the plot, structure, themes, worldbuilding, characterisation, and overall writing quality. They should include analysis of each chapter and make suggestions for improving the manuscript.
6. *Editor's reports.* Editor's reports should outline the strengths and weaknesses of the manuscript provided by the client and include macro-level analysis of the plot, structure, themes, worldbuilding, characterisation, and overall writing quality. They should make suggestions for improving the manuscript.
7. *Line editing.* Line editing shall consist of amendments and suggestions made to improve the style and flow of the manuscript supplied by the client to Fabled Planet. Fabled Planet will supply a marked-up copy and a clean copy of the manuscript, plus a style sheet where editing decisions have been recorded and explained.
8. *Copy-editing.* Copy-editing shall consist of amendments and suggestions made to improve the grammar, punctuation, formatting, consistency, and logic of the manuscript supplied by the client to Fabled Planet. Fabled Planet will supply a marked-up copy and a clean copy of the manuscript, plus a style sheet where decisions about style and grammar have been recorded and explained.
9. *Proofreading.* Proofreading shall consist of amendments and suggestions made to improve the grammar, punctuation, and formatting of the manuscript supplied by the client to Fabled Planet. Fabled Planet will supply a marked-up copy and a clean copy of the manuscript, plus a style sheet where decisions about style and grammar have been recorded and explained.
10. *Bespoke editing projects.* Bespoke editing projects may consist of whatever the client and Fabled Planet have mutually agreed in writing over email.
11. For a standard edit, the length of the manuscript provided by the client must be no less than 30,000 words and no more than 160,000 words. If the client knows in advance that their manuscript will be outside these limits, the service will be a bespoke editing service, and bespoke pricing will be negotiated. If they did not know in advance but nevertheless present a manuscript that is outside of these limits, Fabled Planet will have the power to renegotiate the price of the service with the client, effectively turning it into a bespoke project. If an agreement on price cannot be reached under these circumstances, Fabled Planet must cancel the project without charging a cancellation fee, provided that the client has, in Fabled Planet's judgement, acted in good faith.
12. Following completion of any editing service, Fabled Planet shall provide reasonable email support in response to client queries. This will ordinarily include answering up to three substantive emails of a reasonable length. Email support will ordinarily only be provided for up to two months following the end of the edit. The client may not re-submit their manuscript or sections of their manuscript/s for further analysis or editing unless they wish to commission new work. Fabled Planet and its editors may, at their sole discretion, provide additional support beyond these parameters. For structural reports and editor's reports only, clients will have the option of a 60 minute coaching video call with their

editor after the edit is complete, as an alternative to email support. This must be requested within one month of the edit being completed and returned to the client.

### **Editing services: prices and payments**

13. For standard services (i.e. services that are not bespoke), the price of each service is outlined on Fabled Planet's website. The final amount owed will be based on the price given on our website at the time of booking. Payment must be made via debit/credit card.
14. For bespoke services, the price must be agreed between the client and Fabled Planet prior to booking. If the final price is unknown for any reason, for example because the word count is unknown, Fabled Planet will provide an estimate for the price that will be binding on both us and the client. If the parameters of the estimate are exceeded, Fabled Planet and the client must renegotiate a mutually acceptable price prior to payment. If a price cannot be agreed, Fabled Planet must cancel the project without imposing a cancellation fee, provided we believe the client has acted in good faith.
15. The client must pay for their edit within 72 hours of providing Fabled Planet with their manuscript.
16. The client must accurately state the total word count of their manuscript when they pay for their edit.
17. If, after submitting the final manuscript, the client makes any alterations to their word count that bring the price into a higher bracket for the services concerned, they must pay any difference to Fabled Planet. Fabled Planet should likewise refund any difference if word count reductions bring the price into a lower bracket, so long as, in our judgement, the client has acted in good faith.

### **Editing services: bookings, cancellations, and rescheduling**

18. Before booking an edit, the client must contact Fabled Planet to enquire about availability and suitability of our services for their manuscript. The slot for their service, i.e. the deadline for the submission of the manuscript by the client and the deadline for the completion of our edit, must be arranged by the client and Fabled Planet prior to booking and is binding on both the client and Fabled Planet.
19. In order to book an editing service with Fabled Planet, the client must complete our booking form and agree to these terms and conditions.
20. The client has the right to cancel their booking within 14 days of agreeing to these terms and conditions; in these circumstances, no cancellation fee will apply. 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 Fabled Planet beginning work within the cancellation period and agree to pay the cost of any work completed.

21. The client may still cancel their booking after the 14 day cancellation period, but they will be subject to the following cancellation fees:
  - If the client cancels more than three months before the edit is due to commence, they will pay a cancellation fee equal to 20% of the total projected cost of the edit.
  - If the client cancels between three months and one month before the edit is due to commence, they will pay a cancellation fee equal to 50% of the total projected cost of the edit.
  - If the client cancels less than one month before the edit is due to commence, they will pay a cancellation fee equal to 100% of the total projected cost of the edit.
22. Fabled Planet may cancel the booking at any point, but we must charge no cancellation fee and return any payment already made by the client if we do so, unless the cancellation is triggered by the client's failure to uphold the terms and conditions.
23. The client should provide Fabled Planet with the manuscript/s before commencement of the editing slot they have agreed to. If the manuscript is not received before this, we are permitted to move the report deadline to a later date of our choosing. If the manuscript is not received within six months of the commencement of the original editing slot, Fabled Planet may cancel these terms and conditions and the client will, under these circumstances, be obligated to pay a cancellation fee totalling 100% of the projected cost of the edit.

#### **Editing services: refunds**

24. If Fabled Planet has not provided the work specified in these terms and conditions by the agreed deadline, we will refund payment for the work. Disagreement with our conclusions or our editing decisions is not grounds for a refund. Refunds can only be requested within 30 days of completion of the work. After this time, no refunds will be given.

#### **OTHER BESPOKE PROJECTS**

25. Other bespoke projects (i.e. projects that are not bespoke editing projects) may consist of whatever the client and Fabled Planet have mutually agreed in writing over email.
26. Before booking a bespoke service, the client must contact Fabled Planet via email to enquire about availability and suitability of our services. The slot for the service must be arranged over email by the client and Fabled Planet prior to booking and is binding on both the client and Fabled Planet.
27. The price of the work must be agreed between the client and Fabled Planet prior to booking. If the final price is unknown for any reason, for example because the word count is unknown, Fabled Planet will provide an estimate for the price that will be binding on both us and the client. If the parameters of the estimate are exceeded, Fabled Planet and the client must renegotiate a mutually acceptable price prior to payment of the balance. If a price cannot be agreed, Fabled Planet must refund any advance payment, provided we believe the client has acted in good faith.

28. Payment must be made in full, either at the time of booking or upon commencement of the project, in accordance with Fabled Planet's instructions. Payment must be made via debit/credit card.
29. 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 Fabled Planet beginning work within the cancellation period and agree to pay the cost of any work completed.
30. The client may still cancel their booking after the 14 day cancellation period, but they will forfeit any payments they have made if they do so. Fabled Planet may cancel the booking at any point, but we must return any payment made by the client if we do so, unless the cancellation is triggered by the client's failure to provide their manuscript within six months of the agreed deadline or to provide full payment.
31. If Fabled Planet has not provided the bespoke work by the agreed deadline, we will refund payment for the work. Disagreement with our conclusions or our decisions is not grounds for a refund. Refunds can only be requested within 30 days of completion of the work. After this time, no refunds will be given.

## **COPYRIGHT AND LIABILITY**

32. The copyright of any manuscript, works, or materials that are submitted by the client/participant for editing work, as part of our programmes and workshops, or for any other purpose are the sole property of the client/participant. Neither Fabled Planet and its employees, officers, and subcontractors, nor the participants in our programmes and workshops, can claim intellectual property ownership over any manuscript, works, or materials submitted by clients/participants. The client/participant is free to use any ideas provided by Fabled Planet and its employees, officers, and subcontractors, and by participants in our programmes and workshops, without providing credit or further compensation. The copyright of the expression of any such ideas within any works that result will be the sole property of the client/participant.
33. The responsibility for any manuscript, works, or materials submitted by the client/participant or resulting from our services, coaching programmes, and workshops also remains with the client. Therefore, the client/participant agrees to indemnify Fabled Planet and its officers, employees, and subcontractors, as well as other participants in our programmes and workshops, against any and all legal claims that result from any such manuscripts, works, or materials.

## **DATA AND CONFIDENTIALITY**

34. Neither Fabled Planet, its employees, officers, relevant subcontractors, or the participants in our programmes and workshops may share, publish, or refer to any manuscripts, works, or materials submitted by the client/participant except insofar as it is necessary to fulfil the

service concerned and for administrative purposes. Necessary sharing may include, but is not limited to, sharing with other participants in the same programme so that they can critique the writing, sharing with Google Drive for storage, and sharing with subcontractors in order to provide agreed services.

35. Client/participant data will be kept confidential except for sharing with necessary third parties as outlined in Fabled Planet's privacy policy, which can be reviewed online (<https://fabledplanet.com/privacy-policy/>), and for sharing required for the fulfilment of the services concerned. If subcontractors are engaged by Fabled Planet, the client agrees to the sharing of their data and other relevant materials with these subcontractors, including the transfer of data and materials to the United States and other third countries if subcontractors are located there.

## MISCELLANEOUS

36. Fabled Planet cannot guarantee the success of the manuscript, works, or materials of the client/participant following provision of our services, nor can we guarantee that we will identify every error. We cannot be held liable for errors we may have missed or any lack of success (including but not limited to lack of sales or lack of critical acclaim). We cannot be held liable for any errors or losses that occur as a result of the client/participant acting on our recommendations, and we cannot be held liable for any errors we make in respect of those recommendations. Nor can any other client or participant be held liable for another client or participant's lack of success, errors, or losses.
37. Fabled Planet is permitted to engage subcontractors to provide our services.
38. If any manuscript, works, or materials submitted cannot or should not be edited or worked on by us because they are not up to a sufficient standard, Fabled Planet reserves the right to decline the project. Any payments made by the client/participant will then be refunded in full, provided we believe the client/participant has acted in good faith.
39. The client/participant may not, except with explicit consent from Fabled Planet, publish any of our comments or any comments made by other clients or participants in relation to their writing, including (but not limited to) in marketing material for their books.
40. Our services, programmes, and workshops are conducted in English. By agreeing to these terms and conditions, the client/participant warrants that they can write proficiently in English and will use English to participate in any programmes, services, and workshops (aside from reasonable, occasional use of non-English words in their own submissions). They agree that not being able to write proficiently in English – as judged by Fabled Planet – or not using English in the course of their participation in our services, programmes, and workshops is grounds for cancellation. The terms of any refunds will be determined by Fabled Planet on a case-by-case basis.
41. Participants must be at least 18 years old and capable of entering into contracts in order to use our services or participate in our programmes and workshops. Accordingly, by agreeing to these terms and conditions, the client/participant warrants that they are at least 18 years old and capable of entering into contracts.

42. If any client/participant submits work, materials, or books to us that clearly promote views that are not worthy of respect in a democratic society, not compatible with human dignity, or in conflict with the fundamental rights of others, we retain the right to cancel the project concerned or their participation in the relevant programme or workshop. The terms of any refunds will be determined by Fabled Planet on a case-by-case basis.
43. Any part of these terms and conditions can be changed by mutual agreement in writing (over email) between Fabled Planet and the client/participant. Any such changes will then be binding as part of these terms and conditions.
44. Any payment amount specified on our website that pertains to services in these terms and conditions may be reduced or increased by Fabled Planet by mutual agreement with the client/participant in writing (over email). The altered amount will then become binding as part of these terms and conditions.
45. Fabled Planet only accepts clients/participants who are resident in the United Kingdom, the European Union, the United States, Canada (excluding Saskatchewan), Australia, New Zealand, and South Africa. Anyone not resident in this group may not book with us.
46. We accept three payment currencies: USD, GBP, and EUR. The currency you pay in will depend on your country of residence. People resident in the UK will pay in GBP, people resident in the EU will pay in EUR, and people resident in the USA, Canada, Australia, New Zealand, and South Africa will pay in USD.