

## 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’.

The following table of contents uses internal links to aid navigation. Click to skip to the relevant parts.

### [EDITING SERVICES](#)

#### [–General terms](#)

[–Structural reports](#)

[–Editor’s reports](#)

[–Line editing](#)

[–Copy-editing](#)

[–Proofreading](#)

[–Bespoke editing projects](#)

#### [–Prices and payments](#)

#### [–Bookings, cancellations, and rescheduling](#)

#### [–Refunds](#)

### [ONE-TO-ONE COACHING](#)

#### [–General terms](#)

#### [–Payment terms](#)

#### [–Cancellations and refunds](#)

### [GET STARTED WRITING FANTASY WORKSHOPS](#)

#### [–General terms](#)

#### [–Payment terms](#)

#### [–Cancellations and refunds](#)

### [ARC AND BETA READER SERVICES](#)

#### [–ARC service: general terms](#)

#### [–Beta reader service: general terms](#)

- [–ARC and beta reader services: payment terms](#)
- [–ARC and beta reader services: cancellations and refunds](#)
- [–ARC and beta reader services: miscellaneous](#)

## OTHER BESPOKE PROJECTS

## COPYRIGHT AND LIABILITY

## DATA AND CONFIDENTIALITY

## MISCELLANEOUS

### **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.

### **ONE-TO-ONE COACHING**

### **One-to-one coaching: general terms**

25. Fabled Planet will provide one-to-one coaching services to the client on a month-by-month basis.
26. The coaching will begin with a critique of the client's novel outline, which should be no more than 5,000 words. This will form the basis of the first month of coaching. Thereafter, each month, the client will receive monthly goal-setting and accountability support, feedback on a writing excerpt of up to 5,000 words, and a weekly check-in, in which the client can submit up to 1,000 words describing any issues or challenges they need help with in their writing, and the coach will submit a response.
27. The coach will respond to requests for support outside of the activities outlined above entirely at their own discretion.
28. The coach is not required to read or critique the client's entire manuscript. This can only be done as part of an edit, which is a separate service.
29. The coaching can last for as long as the coach, the client, and Fabled Planet agree.
30. The coach may sometimes be away on holiday, off sick, or unavailable for another reason. If they are not able to provide the bulk of the service for the month that they are unavailable, the client will not pay for that month or will be refunded. If the coach is not able to provide the bulk of the service, they are not obligated to provide any other part of the service for free.
31. Requests to pause the service will be approved only at the discretion of the coach and Fabled Planet. The client is nonetheless free to cancel their participation at any time.
32. The coaching will begin on the first day of the month agreed by the coach and the client. Each coaching period will then run on the basis of the calendar month.

### **One-to-one coaching: payment terms**

33. The scheme is administered as a pay-as-you-go subscription service. Subscription payments are to be made by the client before the commencement of each monthly coaching period, with each payment paying for the service provided during that subsequent monthly period. The participants will not have access to any services that they have not paid for in advance.
34. After the first payment is made, Fabled Planet will take subsequent payments automatically on a recurring monthly basis on the same date each month.
35. The amount due each month is outlined on Fabled Planet's one-to-one coaching page.
36. Payment should be made via debit or credit card.

37. This method of administration and payment does not constitute a credit agreement or the provision of credit. The services contained within the coaching service are provided on a strictly pay-as-you-go basis, with each payment being taken in advance of the services provided. There is no obligation on the client to subscribe to the scheme for any longer than the first month following this agreement or to pay subscription payments for any more than the first month.
38. If the client does 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.

### **One-to-one coaching: cancellations and refunds**

39. The client has the right to cancel their subscription to the coaching with no penalty within 14 days of agreeing to these terms and conditions. Any payment they have made will be refunded. However, if the coaching has already begun, appropriate expenses will be deducted from any refund.
40. The client has the right to cancel their subscription to the service at any time. However, if they do so after the initial 14-day 'cooling off' period, they will forfeit the payment they have made for the current month's coaching. If they have already paid the subscription for the following month, this will be refunded in full. They will not have to pay for any subsequent months.
41. Fabled Planet is permitted to terminate the client's subscription to the service for any reason, including if the coach does not wish to continue and has requested that the coaching be cancelled.

## **GET STARTED WRITING FANTASY WORKSHOPS**

### **Get started writing fantasy workshops: general terms**

42. Workshop one will consist of six assignments covering 1) writing fantastical description, 2) translating worldbuilding into story, 3) character voice in dialogue and thought, 4) show and tell, 5) using viewpoint, and 6) drivers of plot. One assignment will be set each week. Assignments will be accompanied by a help sheet with tips to assist the client.
43. Workshop two will facilitate the client's creation of a novel outline in six stages, with each stage forming an assignment. The assignments will pertain to the outlining of 1) plot, 2) world and theme, 3) main characters, 4) secondary characters, 5) chapters, and 6) the creation of a final, edited novel outline. One assignment will be set each week. Assignments will be accompanied by a help sheet with tips to assist the client.
44. Workshop three will facilitate the client's creation of a first chapter in four stages, with each stage forming an assignment. The assignments will pertain to 1) outlining their first chapter, 2) writing their opening lines, 3) creating their first draft, and 4) creating their revised draft. Assignments one and two will be set in weeks one and two and will take one

week each to complete. Assignments three and four will be set in weeks three and five and will take two weeks and one week to complete respectively. Assignments will be accompanied by a help sheet with tips to assist the client.

45. The client should complete each assignment within one week of it being set (or two weeks for assignment three in workshop three) and submit it to the tutor by email. If assignments are submitted late, Fabled Planet will normally still provide feedback, so long as the delay is reasonable (i.e. not more than two or three weeks late). If the delay is more than this, we will provide feedback only at our discretion.
46. The tutor will provide written feedback on each assignment. Feedback will ordinarily be provided within one week of the submission deadline.
47. The tutor will respond to one round of questions following each assignment and at the end of the workshop.
48. The workshop(s) will be delivered on the date(s) chosen by the client at the checkout. In the unlikely event that there is insufficient tutor capacity for the date(s) selected, Fabled Planet will offer the client an alternative start date. If an alternative start date cannot be agreed, the client's payment will be refunded.

#### **Get started writing fantasy workshops: payment terms**

49. The client must pay a lump sum amount per workshop to book their place on the workshops and participate in them. The amount payable for each workshop is outlined on the workshops page of our website.
50. Payment should be made via credit or debit card.

#### **Get started writing fantasy workshops: cancellations and refunds**

51. The client has the right to cancel their participation with no penalty within 14 days of agreeing to these terms and conditions. Any payment they have made will be refunded. However, if the workshops begin within these 14 days, the client must pay for any work completed. If the client books within the 14-day cancellation period, they are expressly consenting to Fabled Planet beginning the workshops within the cancellation period and agree to pay the cost of any work completed.
52. The client additionally has the right to cancel their participation in the workshops at any time. However, if they do so after the initial 14-day 'cooling off' period, they will forfeit the payment they have made.
53. Fabled Planet is permitted to terminate a client's participation in the workshops for any reason. If we do so, we will refund their payments for any workshops that have not finished.
54. Fabled Planet will not provide refunds for any assignments not completed. Assignments must be completed within the specified time. If they are not submitted at all, Fabled Planet is under no obligation to provide a refund. If assignments are submitted late, we are under

no obligation to provide a refund if we do not provide feedback due to unreasonable lateness (i.e. over two or three weeks late).

## **ARC AND BETA READER SERVICES**

### **ARC service: general terms**

1. For our ARC (advance reader copy) service, Fabled Planet will send a digital version of the client's book to a group of ARC readers selected from our list. The ARC readers will be asked to read the book, and they will then be asked to share details of any quality issues they identified. They will be invited to leave an Amazon review on a date selected by the client. If the client opts for it, we will also ask the ARC readers to leave a review on Goodreads.
2. The process of completing an ARC project will take approximately four weeks for a book of up to 120,000 words, from the start date to the review invitation date. For projects that are between 120,000 words and 160,000 words, approximately one additional week will be required. For projects over 160,000 words, a bespoke timeline will be arranged.
3. Fabled Planet will select the ARC team for each project, taking into account the client's preferences as far as possible.
4. The client has the option of requesting to add ARC readers to their 'ARC street team' after their ARC project is complete. This means those ARC readers will be given preference in selections if they register for the client's future projects. Membership of a street team can be revoked by the client, by Fabled Planet, or by the member at any time. Clients can have more than one ARC street team if, for example, they write in more than one subgenre or if they have another good reason. This means members of each street team will only receive street team entitlements for the specific street team they are in, rather than for all of the client's projects.
5. To qualify for this service, the client's book should be in a finished state. Writing, editing, and formatting should be complete.
6. The client must provide a book cover, description, and biography.
7. The client pays for a set range of complete ARC registrations, with a minimum number and a maximum number. A complete ARC registration involves an ARC reader requesting to join the ARC project concerned and then completing the process to gain access to the book files. If the number of ARC registrations is below the minimum, the client will be offered a full refund, but they will also have the option to continue with the project instead. The ranges are outlined on the ARC section of our website.
8. Fabled Planet makes no guarantee that ARC readers will review the client's book, nor do we guarantee that reviews will be positive. We adhere strictly to Amazon's terms of service in this regard. We do not force our ARC readers to leave reviews, and nor do we attempt to influence the content of any reviews. The client pays for complete ARC registrations, not to receive reviews.



9. The client may submit books that are unpublished or that have been published already. However, any books submitted must not be enrolled in Amazon's KDP Select programme while they are being distributed to our ARC readers.

### **Beta reader service: general terms**

10. For our beta reader service, Fabled Planet will send a digital version of the client's book to a group of beta readers selected from our list. The beta readers will read the book and provide substantive feedback to the client via Fabled Planet.
11. The client may ask us to pose up to eight specific questions of a reasonable length to the beta readers, in addition to the questions asked by us. If we judge that any of the client's questions duplicate our own, we will not ask those questions, instead relying on our own. This does not entitle the client to a refund or a discount.
12. The process of completing a beta project will take approximately four weeks for a book of up to 120,000 words. For projects that are between 120,000 words and 160,000 words, approximately one additional week will be required. For projects over 160,000 words, a bespoke timeline will be arranged.
13. The client's book must be complete in order to qualify for this service. However, it is not expected to be fully edited or formatted.
14. The client must provide a book description and biography.
15. The client will receive six pieces of substantive feedback from six corresponding beta readers. In order to ensure this, six primary beta readers and two substitutes will be selected. If the project yields more than six pieces of quality feedback (i.e. from their substitutes), that additional feedback will also be sent to the client. However, the client does not have a right to more than six pieces of feedback.
16. Fabled Planet will select the beta team for each project, taking into account the client's preferences as far as possible.
17. The client has the option of requesting to add beta readers to their 'beta street team' after their beta project is complete. This means those beta readers will be given preference in selections for the client's future projects. Membership of a street team can be revoked by the client, by Fabled Planet, or by the member at any time. Clients can have more than one beta street team if, for example, they write in more than one subgenre or if they have another good reason. This means members of each street team will only receive street team entitlements for the specific street team they are in, rather than for all of the client's projects.
18. The client is only permitted to submit books that are not currently published on Amazon. The date on which the books are sent to our beta readers must be prior to the date of publication.

19. The client will receive from Fabled Planet the feedback their beta readers have provided. The client is not permitted to publish this feedback in any public forum. The client may share the feedback privately with persons they deem appropriate, including but not limited to family, friends, colleagues, editors, literary agents, and publishers. However, they must not share the names of their beta readers or any other personal information.

#### **ARC and beta reader services: payment terms**

20. The client must pay a lump sum amount in order to book these services. The amount payable is outlined on our website on the pages that pertain to our ARC and beta reader services.
21. For beta projects, higher prices may apply for books over 120,000 words, as per the information on our website. For ARC projects, higher prices may apply for projects over 160,000 words, as per the information on our website.
22. Payment should be made via credit or debit card.

#### **ARC and beta reader services: cancellations and refunds**

23. The client has the right to cancel their ARC or beta reader service 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 the client's book is sent to ARC readers or beta readers within these 14 days, they must pay for any work completed. If the client books a sending date 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.
24. 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.
25. For our ARC service, we will provide a full refund to the client, upon request, if the minimum number of complete ARC registrations they have opted for is not met. The service will be automatically cancelled under these circumstances. However, we will also offer the client the option of continuing with a partial refund.
26. For our beta reader service, we will provide a full refund to the client, upon request, if we are not able to facilitate feedback from the minimum number of beta readers they requested by the agreed deadline.

#### **ARC and beta reader services: miscellaneous**

27. The client acknowledges and accepts that their book will be distributed to our ARC readers or beta readers at no cost to the ARC readers or beta readers, i.e. they will pay no fee to receive the books. In turn, this means the client will receive no royalties or other payments from these readers or from Fabled Planet connected to the distribution of their book through these services.

28. Copyright of the client's book remains with them. Neither Fabled Planet and its officers, employees, and subcontractors, nor our ARC readers and beta readers can assume copyright over the client's book. The client is free to use any suggestions made by us or our ARC and beta readers related to their book without the need to provide credit or further compensation, and they will retain copyright over any parts of their book that arise from such suggestions.
29. For both ARC and beta reader services, the client must provide their book files in PDF and EPUB format.
30. Fabled Planet has implemented a range of precautions in order to secure the digital files provided by the client and prevent bad actors from pirating them. These include the use of digital watermarking technology, limiting file access only to ARC readers and beta readers we have selected for the client's book (in addition to ourselves and partners involved in delivering the services), setting appropriate expiry terms on those access permissions for ARC and beta readers, and requiring all ARC and beta readers to agree to terms and conditions forbidding sharing of files and links. These measures will reduce the risk of piracy substantially, but they do not eliminate it entirely. Indeed, the risk of piracy can never be eliminated entirely when sharing written work. The client agrees that Fabled Planet cannot be held liable for any piracy of their books.
31. The client acknowledges that some personal data, specifically their author name and any data they include in their books, will be transferred to ARC readers and beta readers as part of these services, and they consent to such transfer, including transfer to countries outside of their own that may have less stringent data protection regulations.
32. The client will be provided with information about the beta readers or ARC readers we have selected. This information, including but not limited to personal details about the beta or ARC readers, their reasons for wanting to join the project, and their reading interests, is confidential, and the client must not share it with anyone, either privately or in any public forum.
33. The client is not permitted to make direct contact with any of their beta readers or ARC readers on their own initiative and must not request, or agree to any suggestion, that further beta or ARC reading be done by those readers outside of Fabled Planet's services. The only exception to this is if we give our written permission.
34. Fabled Planet will not extensively check the client's book files. The only checks we perform involve checking the file extensions and ensuring the book files open properly. The client is responsible for the files beyond this, and we are not liable for any errors they make with respect to the files. If the files contain errors or are the wrong version, this does not entitle the client to a refund or a discount.
35. The client agrees that Fabled Planet cannot be held liable for the actions of any beta or ARC reader involved in providing these services. If any beta or ARC reader, through their actions, does anything to violate these terms and conditions, cause them to be violated, or

otherwise engages in actions that give rise to legal proceedings, the client agrees that any legal action may only be directed against the beta or ARC reader, not Fabled Planet.

36. If the client's book has a publisher (i.e. it is not self-published), the client must have permission from their publisher to use these services. If the client's book has a co-author or co-authors, they must have permission from the co-author or co-authors to use these services. And if the client is a publisher, they must have permission from the author/s to use these services. Moreover, the client agrees to indemnify Fabled Planet, its officers, employees, and subcontractors against any legal claims by third parties, including but not limited to publishers, authors, and co-authors, arising from their use of these services.
37. If the client provides one but not both of the two required file formats (PDF and EPUB) for their beta or ARC project by the deadline specified over email, then we will proceed with the project but we will not be bound by the minimum requirements for the number of ARC readers or the number of pieces of beta reader feedback we provide, since we require both formats to accommodate a sufficient number of advance readers. No refund will be due if we go under the minimum requirements in these circumstances.
38. If the client does not, by the deadline we specify, provide any usable book files at all in PDF or EPUB format, or does not adequately complete the submission form in which we ask for details about their book in order to list it, Fabled Planet may cancel the project, and no refund will be due in these circumstances.

## **OTHER BESPOKE PROJECTS**

55. 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.
56. 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.
57. 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.
58. 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.
59. 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.

60. 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.
61. 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**

62. 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.
63. 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**

64. 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.
65. 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

66. 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.
67. Fabled Planet is permitted to engage subcontractors to provide our services.
68. 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.
69. 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.
70. 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.
71. 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.
72. 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.

73. 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.
74. 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.
75. 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.
76. 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.