



# Fiction Yogi

## Contract of Editorial Services

### Terms & Conditions

These terms and conditions apply to any work done for the Client (you) by me (Tina Williams of FICTION YOGI).

#### 1. General

- 1.1 The Client is under no obligation to offer me work; neither am I under obligation to accept work offered by the Client.
- 1.2 I will provide editorial services as mutually agreed with the Client, and confirmed in writing by the Client in the booking confirmation form.
- 1.3 The work will be carried out unsupervised at such times and places as determined by me, using my own equipment.
- 1.4 I will carry out the work myself; I will not contract out any of the work to third parties.
- 1.5 I confirm that I am self-employed and responsible for my own income tax and National Insurance contributions. I am not VAT-registered.
- 1.6 The commencement of the work is dependent upon the Client acknowledging in writing (via the booking confirmation form) that they have read, understood and agree to these terms and conditions.

#### 2. Project Terms

- 2.1 I agree to carry out the work as set out in the quotation and approved in writing by the Client, and in compliance with the scope of the editorial service(s) as published on the FICTION YOGI website.
- 2.2 The Client agrees to send the manuscript to me on or before the date we've prearranged, so the work can begin as scheduled.
- 2.3 The completed work will be delivered on the date agreed, for the agreed fee. However, should I foresee any delays, the Client will be informed at the earliest convenience.
- 2.4 If on receipt of the manuscript to be worked on (or at an early stage), it becomes apparent that significantly more work is required than had been anticipated in the preliminary discussion, I may renegotiate the fee and/or the deadline. In these circumstances, the Client will be given the opportunity to approve this additional work, continue as per the original quotation, or cancel the contracted project. In the latter instance, I reserve the right to retain the booking fee and invoice the Client for any work carried out to date; however, I will endeavour to be fair and reasonable, to the degree the circumstances permit.
- 2.5 Similarly, if during the term of the work, additional tasks are requested by the Client, I may renegotiate the fee and/or the deadline if my schedule allows.
- 2.6 The Client is under no obligation to heed the recommended changes made or suggested by me during the editorial process, but is required to fulfil payment obligations for services provided in accordance with the quotation.
- 2.7 The project fee allows for a **reasonable degree** of follow-up discussion after the work is completed. This discussion, if required, is to be carried out by email, with the Client's understanding that once the project is complete, I'm then occupied with the next Client's project.
- 2.8 Prearranged follow-up revisions or services are to be carried out at a mutually agreeable scheduled date **beginning no later than 6 months** after completion of the first stage of the project. Non-prearranged revisions will be quoted for and booked in as a new project.



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#### 3. Quotations

- 3.1** The quotation(s) I provide the Client will be based on: an evaluation of a sample of the work, previous work carried out on the manuscript, and/or discussions with the Client about their requirements.
- 3.2** My quotations are project-based, in that they are drawn from the parameters of the work required (timescale, amount and type of work involved) and the value (skills, knowledge, experience) I can add to it. For editing and proofreading, the initial quote covers **two consecutive passes** of the manuscript. Follow-up revisions and additional services are also quoted for the Client's consideration.
- 3.3** The quotation provided upfront, and agreed by the Client, is thereafter non-negotiable. If the Client changes the parameters of the project (e.g. increased word count, additional services requested, changes to deadline), a new quotation and timescale will be provided for the Client's approval. If the changes are brought to my attention within one month of the agreed start date and are large enough to require rescheduling the project, this will count as a cancellation and the booking fee will not be refunded.
- 3.4** The final fee on completion of the work will accurately match the quotation agreed at the outset, provided the scope of the project hasn't been adjusted and mutually approved in the meantime.
- 3.5** Final payment details are sent to the Client with the completed work; and unless otherwise agreed beforehand, payment is due within 14 days.
- 3.6** Acceptable forms of payment are electronic bank transfer, secure online checkout via SumUp, and PayPal.

#### 4. Booking & Booking Fees

- 4.1** Following initial discussion and quotation, the Client, if wishing to proceed, will be sent a booking confirmation form to digitally sign, confirming their agreement of the scope of the project and these terms and conditions. Payment details for the booking fee will also be issued, which is due immediately.
- 4.2** The booking fee is **non-refundable**. It secures my services at a mutually agreed date and for a mutually agreed length of time.
- 4.3** For projects with a **total fee greater than £500**, the **booking fee is £500**. This fee is deducted from the final fee when the work is completed.
- 4.4** For projects with a **total fee less than £500**, the **full payment is required upfront and is non-refundable**.
- 4.5** The booking fee should be paid within 3 days of receiving payment details, in order to secure a place in my schedule.
- 4.6** The booking is confirmed when I receive payment of the booking fee and the signed booking form.
- 4.7** For pre-agreed and scheduled follow-up revisions or services, the Client can either pay the entire multi-stage project fee at the completion of stage one (the original project), or each stage separately. If the Client chooses the latter, a second non-refundable booking fee of £500 (or complete fee if less than £500) will be added to the first-stage final payment and subsequently deducted from the second-stage final payment.

#### 5. Booking Reminders

- 5.1** Two weeks before the scheduled start of the project, I will email the Client a reminder of when to send the manuscript to me (24 hours before the start date or sooner).
- 5.2** In the unlikely event the Client does not send the manuscript on or before the agreed date, the project will be treated as cancelled, the booking fee will be retained, and the slot in my schedule will become available.



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#### 6. Cancellation Policy & Fees

- 6.1** Both the Client and I have the right to terminate the contract for services at any time if there is a serious breach of its terms.
- 6.2** I have the right to terminate the contract for services if I feel the relationship with the Client is not productive, if the Client is using threatening or abusive language, and also if plagiarism is detected within the text. Under these circumstances, the booking fee will not be refunded.
- 6.3** I agree to abide by the terms of the quotation to the best of my ability. However, in the event of a delay in completion of the contracted work, the Client will be notified in writing immediately and I will do my best to renegotiate terms or assist in finding another service provider.
- 6.4** If I am forced to cancel the project at any time before or during the work, I will notify the Client in writing immediately. If a new date cannot be negotiated with the Client, I agree to refund the Client the full booking fee, and no other charges will apply.
- 6.5** In the event of the Client cancelling the project either **within one month of the scheduled start date or during the work**, I reserve the right to invoice for 100% of the agreed fee, minus the booking fee already paid.
- 6.6** If the Client cancels the project **more than one month before the scheduled start date**, the booking fee will not be refunded, but no other charges will apply.
- 6.7** In the first instance, the Client should notify me in writing (email) of the cancellation at their earliest convenience so we can discuss the situation. It is my intention to be fair and helpful, particularly in those moments when life itself isn't.

#### 7. Copyright

- 7.1** All content delivered to me by the Client for the editorial project is owned by the Client.
- 7.2** As such, the Client agrees to hold me harmless from and against all claims, liabilities and expenses arising out of any potential or actual copyright or trademark misappropriation or infringement claimed against them.
- 7.3** Any content created by me as part of the editorial process will become the copyright of the Client upon completion of the work and payment of the final invoice, unless otherwise agreed.
- 7.4** While I may retain records of work completed for the Client, I agree never to publish, use, share, or reproduce any or all of the Client's work without the Client's express written permission.

#### 8. Confidentiality

- 8.1** The nature and content of the work will be kept confidential and not be made known to anyone other than the Client and myself, unless otherwise authorized by the Client, or requested by law.
- 8.2** All details pertaining to the Client and the Client's work will remain confidential unless otherwise specified by the Client, or requested by law.
- 8.3** Under the terms of the Data Protection Act 2018, the Client and I may keep on record such information (e.g. contact details) as is necessary. Either may view the other's records to ensure they are relevant, correct and up to date, and request removal of the records at any time. In compliance with the General Data Protection Regulation (GDPR), further details on how your data is stored, collected and used by FICTION YOGI, can be found within my [Privacy Policy](#).



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#### 9. Quality Assurance & Code of Conduct

**9.1** I commit to carrying out work for the Client to the highest professional standard within the realm of my capabilities, training and experience. Whilst I aim for a high degree of accuracy (95% plus), no editor can truthfully claim to guarantee perfection, and instances of human error may still exist in the finished work. For my open and honest discussion on this topic, please [read more here](#).

**9.2** I incorporate a small number of macro commands into the editing process, to detect certain types of errors or inconsistencies; I also run plagiarism detection software via ProWritingAid. This software is personally licensed to me, and is securely protected on computer equipment I alone have access to. Both the macros and plagiarism detector assist with pre-editing tasks before the main manual work begins. Besides these, I DO NOT use artificial intelligence software at any point during the editing of your manuscript or in my comments or feedback - all words, ideas and suggestions are my own.

**9.3** I value a friendly and honest approach in all interactions, whilst maintaining a professional, respectful and ethical business at all times. Building strong partnerships with Clients and providing a valuable service is key to FICTION YOGI's success, and I strive to achieve this through open communication and transparency. Please get in touch if you have questions about how I work that are not answered on the FICTION YOGI website.

#### 10. Legal Jurisdiction

**10.1** This agreement is subject to the laws of England and Wales. Any dispute arising under these terms and conditions shall be subject to the exclusive jurisdiction of the courts of England and Wales, and both the Client and I agree to submit to this jurisdiction.