

# Contract of Service

**Please read all terms and conditions contained within this Contract of Service.**

Throughout this document, Novel Approach Manuscript Services Ltd will henceforth be referred to as 'Novel Approach'.

## **(1) Definition of a Manuscript**

For the purposes of Novel Approach's Contract of Service, a manuscript is to be defined as a document created via any medium containing a composition of text for independent release. This can be fictional in origin or based entirely on fact. Novel Approach expressly states that an independent release does not constitute a collected edition of multiple works. Novel Approach reserves the right to decide whether submissions made meet this definition of a manuscript and will be open and transparent with their rationale should this not be the case.

## **(2) Tacit Agreement**

**2.1** Prior to any work being submitted to Novel Approach, a copy of this Contract of Service will be made available to the prospective client, and attention will be drawn to the terms and conditions contained within. By sending or allowing access to their manuscript, the client acknowledges, and is bound by, the terms and conditions stated within Novel Approach's Contract of Service. Furthermore, a copy of Novel Approach's Contract of Service is permanently downloadable on the Novel Approach website.

**2.2** It is recommended that the client regularly checks the Contract of Service for any amendments. Novel Approach reserves the right to amend the Contract of Service at any time and without notice. In this event, no liability is to be placed against Novel Approach for having done so.

**2.3** This Contract of Service is subject to the laws of England and Wales, and this governance is recognised by both the client and Novel Approach Manuscript Services Ltd.

**2.4** Should any aspect of this Contract of Service be deemed invalid or unenforceable under the legal jurisdiction of the United Kingdom, this element is to be considered redundant, with all other aspects remaining in effect.

## **(3) Completion of Edits**

**3.1** Novel Approach is under no obligation to accept works from clients, particularly in cases where proposed manuscripts do not comply with the terms and conditions of the Novel Approach Contract of Service.

**3.2** All work conducted by Novel Approach will be without supervision from the client and at times and places determined by Novel Approach. At no time will work be subcontracted to third parties.

**3.3** During the Submissions process, the client is expected to clarify when the manuscript is to be received by Novel Approach and the latest required date of completion, to allow Novel Approach to appropriately schedule ongoing projects. Novel Approach will always aim to give a conservative estimated timeframe for the completion of works, to be agreed with the client. Novel Approach reserves the right to delay or amend this timeframe following written consultation with the client.

**3.4** Upon delivery of the manuscript in its entirety, should the extent of editorial revision required be deemed by Novel Approach to be larger in scope than when compared with previous projects of a comparative word count, Novel Approach will contact the client in writing to advise of an extension to the estimated timeframe if required.

**3.5** Novel Approach reserves the right to decline compositions of work deemed to be essays or dissertation pieces.

#### **(4) Payment and Pricing**

**4.1** Novel Approach operates a tiered pricing structure, as clearly demonstrated via the Online Store functionality of the Novel Approach website.

**4.2** The pricing tier at which the client is charged is dependent upon the quantity of words in the manuscript produced by the client. This quantity will be assessed and invoiced based upon the unedited original copy received from the client. Novel Approach reserves the right to decline and refund purchases of the incorrect Pricing Tier upon receipt of the manuscript; in this case, the client will be contacted via email to advise them of the situation.

**4.4** All pricing tiers devised by Novel Approach operate with a 5,000-word additional leeway, to provide flexibility and to prevent the client being overcharged. Novel Approach guarantees that manuscripts which meet this leeway will be charged at the price of the closest lower tier of the Pricing Plan structure (e.g a manuscript of 43,750 words will be charged as 1x Silver).

**4.5** Where invoices are issued outside of the Online Store functionality, payment is to be received in full by Novel Approach within 7 days of the client being served with an invoice for the work carried, or to be carried, out, in accordance with the Late Payment of Commercial Debts (Interest) Act 1998.

**4.6** Pricing tiers are non-negotiable unless as part of a discounted promotion being run by Novel Approach.

**4.7** Omnibus editions, or a collected edition of multiple works, will be charged at the value per comprising volume in accordance with our Pricing Plans.

**4.8** Pricing tiers may be revised at any time without notice, and Novel Approach reserves the right to withdraw any of its services from sale at any time. The rights of clients engaged in the withdrawn services at the time of which they are withdrawn will not be affected, and projects belonging to these

**4.9** The Pencil Programme is a trial or sample product designed to establish the feasibility of professional working between Novel Approach and prospective clients. It is available free of charge and is therefore exempt from all stipulations regarding payment.

**4.10** Any additional expenses incurred at client direction (such as postage) are to be covered by the client, who will be appropriately invoiced at the time of which this is discussed.

**4.11** Novel Approach Manuscript Services is currently not VAT-registered.

**4.12** Novel Approach requests the client's full name, billing address and email address for the purpose of payment processing. These details may be shared for invoicing purposes. Payment options are via direct bank transfer to our business account with Starling Bank or via digital payment transfer through a payment provider of the client's choosing. All financial information pertaining to clients of Novel Approach is handled and stored via these intermediaries, being Starling Bank, Stripe, Amazon Pay and PayPal, and is covered by their published policies. Novel Approach does not independently retain financial information relating to their clients.

**4.13** Novel Approach also offers a Pay Delay payment plan (shown on the Online Store as the 'Pay Deposit' function but hereto referred to as Pay Delay). By selecting this option, the client enters into a commitment to pay 25% of the total purchase price at the time of purchase and the remaining balance over multiple further interest free payments, as per the below:

- For Bronze, Silver, Gold, Titanium, Osmium and Palladium products, the initial 25% down payment will be followed by 3 further interest free payments settling the remaining balance (each payment will equate to 25% of the total purchase price).
- For the Iridium and Rhodium Pricing Tiers, the initial 12.5% down payment will be followed by 7 further interest free payments settling the remaining balance (each payment will equate to 12.5% of the total purchase price).

**4.14** Novel Approach is neither a credit lender or broker; the Pay Delay purchase option is an affordability agreement for clients to stagger the cost of the service provided by Novel over multiple installments in accordance with the terms stated in 4.13. No money will be offered or paid to the client to enable them to purchase services offered by Novel Approach.

**4.15** Under the Pay Delay plan, the client will be automatically billed on a monthly basis until such time as the purchase price is paid in full. For example, if a product is purchased on the 8<sup>th</sup> of a month, all outstanding payments will also take place on the 8<sup>th</sup> of the subsequent months.

**4.16** Should a client's payment card be cancelled or stopped whilst under the commitment of the Pay Delay purchase option, the client is expected to contact Novel Approach as soon as is practicable with alternative card details for payment.

## **(5) Customer Satisfaction**

**5.1** Novel Approach intends to deliver a comprehensive, accurate editing process but reserves the right not to guarantee 100% accuracy. Instances including but not limited to human error may result in occasions whereby mistakes are not detected. By employing our services, the client recognises that proof-reading is a subjective practice and may occasionally result in error. In the event that errors remain within a manuscript following editorial revision by Novel Approach, and these have not been brought to the attention of Novel Approach for rectification, these are to be considered the responsibility of the client.

**5.2** Novel Approach reserves the right to address customer dissatisfaction and rectify any issues raised by the client prior to the discussion of either a partial or full refund. It is company policy that refunds will not be issued, but any refunds awarded to the client will be done so at the sole discretion of Novel Approach and will only be done so if reasonable justification has been made in writing by the client.

**5.3** Should a client be under the commitment of the Pay Delay purchase option and be issued a refund:

- *Full refund* – any monies previously paid to Novel Approach will be returned and any future payments will be cancelled.
- *Partial refund* – Novel Approach will deduct this from the outstanding balance first and then settle any remaining monies owed as applicable.

## **(6) Intellectual Property and Legal Implications**

**6.1** The content of the original source manuscript sent to Novel Approach remains the sole intellectual property of the client, unless otherwise expressly stated.

**6.2** Any additional content committed to manuscripts during editorial revision by Novel Approach remains the intellectual property of Novel Approach until such time as full payment is received from the client. Once received, receipt of payment will be issued to the client, at which time all rights held by Novel Approach to these revisions will be waived, becoming the intellectual property of the client.

**6.3** Novel Approach reserves the right to withdraw agreed services should payment not be made (in accordance with 4.4). In this case, any editorial revisions made, or additional content devised, by Novel Approach received by the client remain the intellectual property of Novel Approach and cannot be used by the author.

**6.4** All uses of the completed proof-read manuscript are the complete responsibility of the client.

**6.5** Detected instances of plagiarism and/or copyright infringement at any time during the editorial process will result in termination of this service, and this will be communicated in writing to the client. In this instance, the full amount of all fees paid will be retained and Novel Approach reserves the right for all fees due to be paid.

**6.6** All legal implications including but not limited to plagiarism and copyright infringement for the manuscript worked on will be the sole responsibility of the author/s alone, and as such, Novel Approach will not be legally liable in any way for this manuscript. This also includes errors of a factual or defamatory nature.

**6.7** In accordance with this Contract of Service, the client indemnifies Novel Approach against all fees, damages, losses, additional costs and expenses in the event any legal case is made against them.

**6.8** All views, opinion and content contained within the manuscript are not to be considered shared by Novel Approach unless expressly stated.

**6.9** Apart from documents clearly designated for public download, no other content posted to or displayed on the Novel Approach website may be downloaded, reproduced, transmitted, stored, sold or distributed without prior written confirmation.

## **(7) Manuscript Retention Period**

**7.1** Novel Approach retains digital copies of unedited and edited manuscripts for a period of six years from the date at which they were received.

## **(8) Blurb Builder**

**8.1** For the purposes of this Contract of Service, a blurb is to be deemed a composition of text of undefined length (although ordinarily less than 500 words) which is featured on the back cover of a book or for advertising purposes, inclusive of being displayed on online retail outlets.

**8.2** Novel Approach reserves the right for the Blurb Builder product to be governed by the above subsections of this Contract of Service where applicable or unless otherwise stated.

**8.3** Novel Approach pledges unlimited rewrites on the agreed work with the client until such time as the blurb is used either on sale, is displayed publicly via any medium, or is used as an advertisement.

**8.4** All uses of the completed blurb are the complete responsibility of the client.

**8.5** Blurbs devised by Novel Approach remains the intellectual property of Novel Approach until such time as full payment is received from the client. Once received, receipt of payment will be issued to the client, at which time all rights held by Novel Approach to the delivered product will be waived, becoming the intellectual property of the client.

**8.6** Payment for the Blurb Builder service is to be received in full by Novel Approach within 7 days of the client being served with an invoice for the work carried, or to be carried, out, in accordance with the Late Payment of Commercial Debts (Interest) Act 1998.

**8.7** In the event that errors exist within a blurb and these have not been brought to the attention of Novel Approach for rectification, these are to be considered the responsibility of the client.

# Privacy Policy

Transparency and reliability are two key features of Novel Approach's service delivery. It is imperative for our brand to build a trusting and respectful environment for authors, safe in the knowledge that our business is responsible and dependable, including when it comes to protecting their privacy.

*Effective from: November 9th, 2021*

## About Our Company

Novel Approach Manuscript Services Ltd are data controllers of personal information for the purposes of delivering our editing services and engaging with our clients. Our registered office can be found at 20-22 Wenlock Road, London, N1 7GU, and our website address is: <http://www.novelapproach.uk>.



Novel Approach is based in the United Kingdom, and data held by the company will be stored and processed within the UK.

## The personal data our clients entrust to us and why we collect it

Novel Approach only collects personal information relevant to the delivery of their service. For the purposes of clarity, personal information is defined as data held about clients by which they can be identified. Clients are requested to provide the following information:

- **Full name**
- **Billing Address**
- **Contact information, primarily an email address**

- **Occupation**

Our justification for holding personal data about our clients is:

- **to register new customers to our client base.**
- **to establish lines of communication between our business and our clients.**
- **to enable us to fulfil our contract with our customers, inclusive of obtaining payment for our services.**

Novel Approach also records transactional history relevant to their clients.

## **Data automatically collected using our website**

By accessing the Novel Approach website, the following data is automatically collected:

- **IP address**
- **The type of web browser being used, and its version**
- **Operating System**

## **Cookies**

Cookies may be populated on the user's computer when visiting the Novel Approach website. Cookies are small text files which are generated when accessing the site or interacting with certain features. These are intended to enable Novel Approach to improve user experience. Before any cookies are stored on the user's computer, their respective internet browser should allow the option to decline these if necessary, but the user is to note that certain website features may not function as intended if this takes place. Cookies can also be deleted at any time.

It is advised that site visitors ensure their browser settings are updated to the most current version and guidance be sought via their browser for any concerns relating to privacy settings.

Cookies may include analytical or performance data which can be used to assess the number of times the Novel Approach website has been accessed and how these users have interacted with the page when doing so.

## **Who we share your data with**

Novel Approach will only share personal information relating to their clients with any third parties when mandated to do so by law or for the purpose of payment handling through an intermediary processor.

Novel Approach requests the client's full name, billing address and email address for the purpose of payment processing. These details may be shared with the accountancy provider Xero for invoicing purposes. Payment options are via direct bank transfer to our business account with Starling Bank or via digital payment transfer through a payment provider of the client's choosing.

All financial information pertaining to clients of Novel Approach is handled and stored via these intermediaries, being Starling Bank, Stripe, Amazon Pay and PayPal, and is covered by their published policies. Novel Approach does not independently retain financial information relating to their clients.

## How long we retain your data

Under the governance of GDPR, both Novel Approach and the client may record such information as is necessary for their ongoing working relationship and Novel Approach's delivery of service, which must be accurate and up to date. For example, Novel Approach may record transaction histories for analytical purposes.

Upon engaging Novel Approach in paid work, clients will receive a Unique Customer Reference Number. All data held with regards to the client under this UCRN will be held for a period of six years beyond the date of the last correspondence held between the client and Novel Approach.

Data received via enquiries that do not result in an ongoing working relationship with Novel Approach will be deleted.

## How we protect your data

Appropriate security measures, inclusive of physical and electronic elements, have been incorporated into Novel Approach's operation, to ensure that any data held is suitably secure.

All work conducted by Novel Approach Manuscript Services Ltd will respect the rights of the client's confidentiality and will not be discussed or publicised without prior written consent of the client.

## Your data rights

In accordance with the law, you can request to receive a summary of the personal data Novel Approach retains about you, including any data you have provided to us. You can also request that we erase any personal data we hold about you. This does not include information we are obliged to keep for administrative, legal, or security purposes.

## Embedded content from other websites

This site may include embedded content (e.g. videos, images, articles, etc.). Embedded content from external websites behaves in the exact same way as if the visitor has accessed the other website.

These external websites may collect data about you, use cookies, include additional third-party tracking, and monitor how you engage with that embedded content, including you being an account holder and being logged in to that website.

## Contacts and Changes

If you have any queries or concerns relating to the data we hold or the way in which we handle it, please email us at [customersupport@novelapproach.uk](mailto:customersupport@novelapproach.uk).

Novel Approach reserves the right to update this privacy policy when necessary and without notice. This will always be readily available on our website for reference. When changes have been made, the 'Effective From' date at the start of the policy will be appropriately revised.