

# Rosewood Literary Services

## **Terms and conditions: Contract for editorial services**

The following terms and conditions are provided so that you and I both have an upfront and honest understanding of what is involved in the process of working together. If you have any questions or concerns, feel free to contact me so that I can provide clarity and reassurance.

### **1. General overview**

- 1.1 These terms and conditions apply to any work done on behalf of the Client (you) by me (Rosewood Literary Services).
- 1.2 I will provide manuscript assessment/authenticity reading/copyediting/proofreading services agreed upon (in writing) by myself and the Client.
- 1.3 The Client is under no obligation to offer me work; neither am I under any obligation to accept work offered by the Client.
- 1.4 The work will be carried out unsupervised at such times and places as determined by me, using my own equipment.
- 1.5 The work will be carried out by me. I will not subcontract projects, or parts of projects, to third parties.
- 1.6 I confirm that I am self-employed, am responsible for my own income tax and National Insurance contributions and will not claim benefits granted to the Client's employees.
- 1.7 I am not VAT-registered.
- 1.8 The contract of service requires that the Client acknowledges, in writing (including email via the booking confirmation form), that they have read, understood and agreed to these terms and conditions.

### **2. Project terms**

- 2.1 Before commencement of the editorial work, the Client and I will agree, in writing (including email), the terms of the project:
  - The medium in which the proofreading/editing service will be carried out (e.g. in Word, on PDF, on paper)
  - How the material will be annotated (e.g. Track Changes in Word, BSI correction symbols on paper)
  - The length of time required to complete the project, as advised by me
  - A fee for the project, based on a quotation supplied by me, in writing (including email), following my evaluation of the material to be proofread/edited and the time frame required to complete the job
  - Any expenses (e.g. postage) that the Client will bear in addition to the costs of the proofreading/editing
  - The date by which the material will be delivered to the Client by me
  - The latest date by which the completed project will be returned, following my advice to the Client.

- 2.2 Please note that if, on receipt of the project 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/brief or from the sample supplied, I may renegotiate the fee and/or deadline or decline to carry out the work.

### **3. *Quotations and fees***

- 3.1 A quotation for the work will be provided by me to the Client following my evaluation of a representative sample of the materials to be worked on, and a discussion with the Client as to what is required.
- 3.2 Once the Client and I have agreed the full fee, it is non-negotiable unless the Client extends the word count of the job or requests additional services. In this case, a revised quotation and job-completion date will be negotiated.
- 3.3 The Client will pay me a fee by word count OR per hour OR an agreed flat fee for the project, as agreed in writing.
- 3.4 Unless otherwise agreed, I will supply the Client with an invoice immediately upon completion of the project.
- 3.5 Payment should be received within 30 days for projects, and within 5 days for booking fees.
- 3.6 Unless otherwise agreed, the fee quoted is for one pass of a manuscript. Additional passes are new projects, the terms of which will be agreed separately.

### **4. *Editorial agreement form***

- 4.1 The editorial agreement form is an agreement to the contract of services between me and the Client.

### **5. *Booking fee***

- 5.1 Booking fees are applied on a case-by-case basis when the Client wishes to reserve a future block of time in my schedule.
- 5.2 When the Client has returned the editorial agreement form, I will issue the invoice for the booking fee.
- 5.3 Booking fees are non-refundable.
- 5.4 For a project with a total fee in excess of £500, the Client will pay a booking fee of £500.
- 5.5 For a project with a total fee of £500 or less, the Client will pay the full fee up front. This is non-refundable.
- 5.6 By filling in the editorial agreement form, the Client agrees to secure my editorial services for a specific and mutually agreed-upon project, at a specific and mutually agreed-upon time.
- 5.7 By filling in the editorial agreement form, the Client confirms that they have read and agreed to the terms and conditions herein. From thereon, the terms of the cancellation policy (see below) apply.
- 5.8 The booking fee will be deducted from the final invoice issued when the editorial work is complete.
- 5.9 The booking is considered confirmed once the booking fee has been paid by the Client and received by me.

- 5.10 The booking fee should be paid within 5 days of sending the editorial agreement form to secure the slot in my schedule.

## **6. Cancellation policy: Terms, fees and project commencement reminders**

### **TERMS:**

- 6.1 Both the Client and I have the right to terminate a contract for services at any time if there is a serious breach of its terms.
- 6.2 The Client is free to cancel a service for any reason by providing me with written notice (including email); I must acknowledge this cancellation in writing (including email) for this to be valid.
- 6.3 I may cancel a service at any time for any reason by providing written notice (including email) to the Client. In the unlikely event that I cancel a service, I will provide a prorated refund of any overages of fees paid (including the booking fee).
- 6.4 If, in the unlikely event that the Client is touched by extraordinary or difficult circumstances that cause cancellation or delay (e.g. family crisis, illness, bereavement), the Client should contact me to discuss the terms of the cancellation policy. I aim to be fair and helpful at all times.
- 6.5 If I am touched by extraordinary or difficult circumstances that cause cancellation (e.g. family crisis, illness, bereavement), I will contact the Client in writing at the earliest opportunity and do my best to renegotiate the time frame of the project or find an alternative supplier of editorial services. The booking fee will be refunded.

### **FEES:**

- 6.6 Cancellation during the project: If the Client cancels the work during the proofreading/editing project, I reserve the right to invoice for 100% of the agreed fee (less the booking fee).
- 6.7 Cancellation prior to project commencement: If the Client wishes to cancel with less than one month's notice, I reserve the right to invoice for 100% of the agreed fee (less the booking fee).

If the Client wishes to cancel with more than one month's notice, the booking fee will not be refunded, but no other charge will apply.

### **PROJECT-COMMENCEMENT REMINDERS:**

- 6.8 I will contact the Client two weeks before the mutually agreed start date with a reminder that the file is due 24 hours before said start date. If, in the unlikely event that the Client does not confirm in writing (including email) within one week prior to the mutually agreed start date that they will be supplying the file for editing, the project is deemed to have been cancelled by the Client, and the slot in my schedule will be released.

If, as is likely, the Client confirms the project, I will ask for the file to be sent to me 24 hours before the start date.

## **7. Confidentiality**

- 7.1 The nature and content of the work will be kept confidential and not made known to anyone other than the Client and its contractors without prior written permission.

- 7.2 I will not, under any circumstances, upload the Client's files to external websites or distribute them to third parties unless specifically authorised to do so, in writing, by the Client. See my Privacy Policy for how your data is protected.
- 7.3 Under the terms of the Data Protection Act 1998, 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 that they are relevant, correct and up to date.

## **8. Copyright**

- 8.1 All content delivered to me by the Client for the proofreading or editing project is owned by the Client.
- 8.2 In this respect, 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.
- 8.3 Following payment of my invoice, any content created by me as part of the proofreading/editing process will become the copyright of the Client unless otherwise agreed.

## **9. Legal jurisdiction**

- 9.1 This agreement is subject to the laws of the United Kingdom, and both the Client and I agree to submit to the jurisdiction of the British courts.
- 9.2 The exclusive venue for any arbitration or court proceeding based on or arising out of this Agreement shall be Derby, England.

## **10. Privacy Policy and the GDPR**

- 10.1 Please read my Privacy Policy, which explains the data I collect, how I use it and store it, and my compliance with the General Data Protection Regulation (GDPR).

## **11. Acknowledgements in published works**

- 11.1 There is no requirement for the Client to mention me in the published work's acknowledgements section. However, the Client agrees that I will have the opportunity to review any such mention prior to publication, or to decline to be mentioned.

## **12. Artificial Intelligence and AI-Generated Content**

- 12.1 This section and its sub-sections are part of the Editorial Service Agreement ("Agreement") by and between the Client and Rosewood Literary Services (the "Company"). This section remains consistent for all Engagements. Please note that absolutely no proposed amendments to this section of the Agreement will be considered or accepted.
- 12.2 **RLS ARTIFICIAL INTELLIGENCE DISCLOSURE.** All deliverables created or provided under this Agreement are original works performed by human professionals. The use of generative artificial intelligence, LLMs, or similar automated tools to create, manipulate, or substantively contribute to the deliverables in this Engagement is strictly prohibited unless expressly disclosed and approved by the Client in writing. Rosewood Literary Services represents and warrants that no AI technology was used to produce the final deliverables.

- 12.3 **DEFINITION OF AI-GENERATED CONTENT IN CLIENT MANUSCRIPTS.** “AI-Generated Content” as understood in this Agreement means any text, images, or other materials produced in whole or in part by a machine learning, LLM, or artificial intelligence system (including, but not limited to, systems such as ChatGPT or similar tools), whether created from user prompts, training data, or automated processes, and not solely authored by a human individual without such assistance.
- 12.4 **ARTIFICIAL INTELLIGENCE DETECTION.** For the avoidance of doubt, Rosewood Literary Services reserves the right, at its sole discretion, to submit a limited portion of the Project (not to exceed 1,500 words) to artificial intelligence detection software of the Company’s choosing for the purpose of assessing whether the material may constitute AI-Generated Content, as defined herein. The Client and Company acknowledge that current AI detection tools are inherently imperfect and that any assessment regarding AI-Generated Content is not definitive, and while the Company makes no representations or warranties as to the accuracy or conclusiveness of such tools, the Company will make best-faith efforts to arrive at a conclusion about a Client’s generative AI use. The Company’s determination is final.
- 12.5 **ARTIFICIAL INTELLIGENCE PREMIUM.** Should the Project include any AI-Generated Content, the Company reserves the right to apply a premium of fifty per cent (50%) to the applicable fees for editorial services, reflecting the additional time and labour required to review, revise, and substantively adapt such material to publishing industry standards.
- 12.6 **FACTUAL ERROR AND HALLUCINATION WARRANTY.** The Client acknowledges and agrees that the Company does not and cannot warrant the factual accuracy of the Project and shall have no responsibility or liability for identifying, verifying, or correcting any factual errors, inaccuracies, or omissions therein, including, without limitation, any such errors introduced through the Client’s use of artificial intelligence or machine learning tools.
- 12.7 **COPYRIGHT PROTECTION WARRANTY.** The Client acknowledges and agrees that, to the extent the Project incorporates any AI-Generated Content, the Company makes no representations or warranties regarding the Project’s eligibility for copyright protection and shall have no responsibility or liability for ensuring that the Project, in whole or in part, qualifies for or retains such protection. The Client acknowledges that editorial services are not intended to transform AI-Generated Content into fully original, publication-ready, copyright-eligible material, and no such outcome is guaranteed.
- 12.8 **CLIENT ARTIFICIAL INTELLIGENCE DISCLOSURE.** The Client represents and warrants that they have fully disclosed to the Company whether any portion of the Project includes AI-Generated Content. To the extent such content has been used, the Client must provide a clear description of the nature and extent of such use, including, without limitation, the tools utilised and the manner in which the content was generated or incorporated into the Project.
- 12.9 **RENEGOTIATION AND TERMINATION.** If, at any point during the Engagement, the Company determines that the extent of AI-Generated Content materially exceeds what was disclosed or renders the Project unsuitable for the agreed-upon Scope of Work, the Company reserves the right to pause work and renegotiate

scope, timeline, and fees, or terminate the Agreement. (The Termination clause is defined elsewhere.)

12.10 The Client's representations and warranties regarding AI-Generated Content shall survive the completion or termination of this Agreement.

