



THE NARRATIVE CRAFT: TERMS AND CONDITIONS FOR THE PROVISION OF SERVICES WHEN CONTRACTING DIRECTLY WITH AUTHORS

These terms and conditions form the basis on which you can visit us and our website. Please read them carefully as they contain important information.

General terms and conditions

This site is owned and operated by The Narrative Craft of 7 Blackmire Terrace, Polbeth, West Calder, West Lothian, EH55 8FH, Scotland. If you have any queries about these terms and conditions or if you have any comments or complaints on or about our website, you can contact us at info@thenarrativecraft.com.

1. The contract between us

We must receive payment of the whole of the price for the services that you order before your order can be accepted. Payment of the price for the services represents an offer on your part to purchase the services, which will be accepted by us only when a confirmation of acceptance is sent by us. Only at this point is a legally binding contract created between us.

2. Acknowledgement of your order

To enable us to process your order, you will need to provide us with your e-mail address. We will notify you by e-mail as soon as possible to confirm receipt of your order and to confirm details. For the avoidance of doubt, this correspondence does not constitute a contract between us.

3. Ownership of rights

All rights, including copyright, in this website are owned by or licensed to The Narrative Craft. Any use of this website or its contents, including copying or storing it or them in whole or part, other than for your own personal, non-commercial use, is prohibited without our permission. You may not modify, distribute or repost anything on this website for any purpose.

4. Accuracy of content

We have taken care in the preparation of the content of this website, in particular to ensure that prices quoted are correct at the time of publishing and that all services have been described accurately.

5. Damage to your computer

We try to ensure that this website is free from viruses or defects. However, we cannot guarantee that your use of this website or any websites accessible through it will not cause damage to your computer. It is your responsibility to ensure that the right equipment is available to use the website. Except in the case of negligence on our part, we will not be liable to any person for any loss or damage which may arise to computer equipment as a result of using this website.

6. Availability

The services will be provided within an agreed timescale, and time is not of the essence of the contract.

7. Price

The prices payable for services that you order are as set out on our website and confirmed via email. All prices are correct at the time of entering information. Any price quoted is valid for similar services until 1 March in the year after services have been provided.

8. Confidentiality

The nature and content of the work will be kept confidential and not made known to anyone other than you without prior written permission.

9. Payment terms

We will take payment upon receipt of your order via bank transfer or from your credit or debit card. We accept no liability if our services are delayed because you did not give us the correct payment details. If it is not possible to obtain full payment for the services from you, then we can refuse to process your order and/or suspend any further services. This does not affect any other rights we may have.

10. Cancellation rights

- 10.1 Where you are a consumer as defined in ***The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 SI 2013/3134*** you have the legal right to cancel your order up to 14 calendar days after the day on which the contract is entered into (the Cancellation Period). You do not need to give us any reason for cancelling your contract nor will you have to pay any penalty (unless we have begun the services within the Cancellation Period in accordance with clause 10.5)
- 10.2 Should you wish to cancel your order, you can use the cancellation form provided at the end of these terms and conditions, or alternatively you can notify us in writing by any durable medium (for example letter sent by post, fax or e-mail).
- 10.3 If you require us to begin the services within the Cancellation Period we require you to make an express request to do so. In such cases, your right to cancel continues until either the end of the Cancellation Period, or the completion of the services, whichever is the earlier. If you cancel during the Cancellation Period we may charge you for any services provided up until the point when we receive your cancellation notice, and will provide a partial and proportionate refund accordingly. Your right to cancel the services will no longer apply once the services have been fully performed.

11. Cancellation by us

- 11.1 We reserve the right not to process your order if:
 - 11.1.1 We have insufficient staff or resources to deliver the services you have ordered;
 - 11.1.2 We do not provide services to your area; or
 - 11.1.3 One or more of the services you ordered was listed at an incorrect price due to a typographical error.

- 11.2 If we do not process your order for the above reasons, we will notify you by e-mail and will re-credit to your account any sum deducted by us from your credit/debit card as soon as possible, but in any event within 14 days.

12. If there is a problem with the services

- 12.1 If you have any questions or complaints about the services please contact us. You can do so at info@thenarrativecraft.com or by sending a letter to 7 Blackmire Terrace, Polbeth, West Calder, West Lothian, EH55 8FH, Scotland.
- 12.2 We are under a legal duty to supply services that are in conformity with this contract and in accordance with the Consumer Rights Act 2015 (the Act).
- 12.3 We will use our background and experience to deliver the agreed services, recognizing that this experience, while successful for them, may not be successful for you. We will advise and suggest changes to improve the manuscript. The decision to accept or reject our editorial suggestions or coaching advice lies solely with you.

13. Liability

- 13.1 We are only responsible for losses that are a natural, foreseeable consequence of our breach of these terms and conditions. We do not accept liability if we are prevented or delayed from complying with our obligations set out in these terms and conditions by anything you (or anyone acting with your express or implied authority) does or fails to do, or is due to events which are beyond our reasonable control.
- 13.2 Furthermore, we do not accept liability for any losses related to any business of yours including but not limited to: lost data, lost profits, lost revenues or business interruption.
- 13.3 Notwithstanding the foregoing, nothing in these terms and conditions is intended to limit any rights you might have as a consumer under applicable local law or other statutory rights that may not be excluded nor in any way to exclude or limit our liability to you for any death or personal injury resulting from our negligence.
- 13.4 If you reject or dislike the editorial, coaching, or consulting suggestions, this is not a basis for refusing to pay for services provided. You agree that any actions that you take based on our suggestions are based on your own decisions and to indemnify and save the Freelancer harmless from all claims or demands, including legal fees.

14. Artificial intelligence technologies

The use of artificial intelligence technologies is a fast-developing field at present. We are currently unable to detect and accept no liability for copyright issues arising from your use of such technologies in their writing. By agreeing to work with us, you confirm that you have not used AI technologies to generate text included in the manuscript in any sense that could constitute a claim to authorship.

15. Subcontracting

We guarantee that any work that we subcontract on your behalf will be completed to the same standard, schedule and budget and with the same conditions of confidentiality. We will inform you in advance if any work will be subcontracted.

16. Law, jurisdiction and language

This website, any content contained therein and any contract brought into being as a result of usage of this website are governed by and construed in accordance with Scots law. Parties to any such contract agree to submit to the exclusive jurisdiction of the courts of Scotland. All contracts are concluded in English.

17. Invalidity

If any part of these terms and conditions is unenforceable (including any provision in which we exclude our liability to you) the enforceability of any other part of these conditions will not be affected.

18. Privacy

You acknowledge and agree to be bound by the terms of our privacy policy.

19. Third party rights

Nothing in this Agreement is intended to, nor shall it confer any rights on a third party.