



Writing Coaching & Editing Terms and Conditions

The below Terms and Conditions of our Writing Coaching & Editing service are between the Participant ("You"), the Coach/Editor ("Editor") and One Lit Place ("Company").

If You do not agree to these Terms and Conditions, you may contact the Company at contact@onelitplace.com to cancel your order prior to meeting with your Editor or having the Editor performing any work and receive a full refund of the amount paid (less any applicable payment processing fees).

Partaking in the writing coaching and editing relationship by attending any meeting with your Editor or requesting any work be performed on a manuscript signifies your acceptance of all of the following terms and conditions.

This document will be provided to you as a downloadable file upon registration and emailed to you for your reference. If you have any questions or concerns, please email us at contact@onelitplace.com.

Email Account & Correspondence. You agree to receive email correspondence from One Lit Place and maintain a current and working email address on file with us. You may unsubscribe from our emails at any time, but if you unsubscribe, you will not receive pertinent information regarding your work.

Payment. Payments may be made by credit card, Paypal or by private payment arrangement with One Lit Place. Your initial pre-payment will be used by you and your mentor and recorded in 5-minute increments (a 20 minute phone call is recorded as 20 minutes). At the end of the pre-paid time, should you wish to continue, a second pre-paid block will be requested. All subsequent blocks will be invoiced after they have been completed or upon request, or you may make payments on the One Lit Place [website](#) or by contacting contact@onelitplace.com.

Refund Policy.

- At any time during your pre-paid work, you may request a refund of all remaining unused time.
- Refunds will be returned via the method in which they were received less any applicable payment processing fees.*Note, credit card refunds made through our payment provider may take up to six weeks for the credit to appear on your credit card statement. The money-back guarantee does not include a refund of any payment provider fees incurred.

Use of Pre-Paid Hours: Your pre-paid hours do not expire and may be used for any writing coaching, editing, or copy writing you require.

Cancellations and refund requests must be made in writing (to contact@onelitplace.com).

Acknowledgement of Coaching & Editing Parameters. You acknowledge you are embarking on a personalized experience between you and a One Lit Place Writing Coach and Editor. Your success, productivity, and accountability are reliant on a mutual arrangement between you and your Editor and on you doing the suggested work. You understand and agree that if you fail to do the work as designed or choose to do the work in an alternative manner, the outcome may differ from any as set out between you and your Editor.

Failure to achieve any goals as laid out by you or not liking any feedback or advice from your Editor is not grounds for a refund.

Mentor Relationship. Your Editor is your personal support system and on hand to provide you with insights, instruction, resources and other assistance with your writing practice, management of time and productivity, feedback and editing (developmental/substantive editing, copy editing or proofreading) on your developing manuscript, formatting, and publication support. Together, you may determine a working schedule that suits your needs, writing tendencies, and goals. Depending on your work requirements, you may wish to collaborate with more than one Editor either simultaneously or sequentially.

A one-hour charge will result for missed appointments or appointments cancelled in under 24 hours. A 25% rush fee may be applied to any project work requiring the Editor to pause other projects or work overtime in order to meet the Client's deadline.

Whether the Client and Editor meet virtually or in person, all written materials will be returned to the client in Microsoft Word, or in Pages upon mutual agreement between the Client and the Editor and in a time frame upon mutual agreement between the Client and the Editor.

Billable time. The amount of time spent on any work and/or single project will be discussed and pre-determined by mutual agreement between the Client and the Editor. A time* log will be kept by the Editor and delivered to the Client. With each paid period, a receipt will be issued. Payment for any unused time (prorated in 5-minute segments) at the completion of the specified project or coaching will be refunded (less any applicable payment processing fees) by the Company via the payment method used by the Client or another mutually agreed-upon method between Client and Company.

* Time: any amount of time spent in face-to-face meetings, in phone or e-consultation; conducting research; or on manuscript evaluation and writing notes/feedback, lesson plans, and promotional materials.

Place of Work & Meetings. The Client agrees to undertake all electronic correspondence with the Editor in an online platform with a private designated Team area of One Lit Place (<https://app.ringcentral.com>) to ensure consistency of communication and accurate and traceable delivery of all materials.

Prior to the start of the project work, the Client will be invited to the online platform and is requested to create an account and download the program and/or the app for ease of correspondence. Additional

meetings may take place over the phone or via video conferencing.

Editor's Status. The Editor is an independent contractor. Nothing in this Agreement will be understood to create a partnership, joint venture or co-venture, agency, or employment relationship between the Client and the Editor. At the option of the Editor, the Client may credit or acknowledge the Editor and/or Company for the work developed under this Agreement.

Client Ownership of Materials. The Editor may modify, adjust, and provide new material to add to the Client's original work. Neither the Editor nor the Company assumes ownership or rights of any works provided by the Client and edited for the Client. The Client retains sole ownership of the Client's original materials.

All new work performed by the Editor, including copywriting, edits, drafts, notes and research, is the exclusive property of the Editor until the Client's account is paid in full. Once the Client pays all fees due under this Agreement, any copyright the Editor may have in the product developed under this Agreement will transfer to the Client.

Confidentiality and Non-Disclosure. The Client will provide all information that has a direct bearing on the successful outcome of the project and will inform the Editor in writing of any portion of the work or related information that is confidential. The Editor will hold in confidence and not disclose the confidential information to any third party, except with the Client's written consent or as required by law with prior notice to the Client.

The Editor will take all reasonable steps to safeguard and prevent the loss, destruction, or unauthorized access, use, or disclosure of the confidential information using a reasonable degree of care and no less than the same degree of care used to protect the Editor's own confidential information. The Editor will promptly return to the Client or destroy, as directed by the Client, confidential information and any other Client property requested by the Client at any time.

The Editor will not make any unauthorized use of any of the Client's trade secrets, confidential information, proprietary property, trademarks, or copyrighted materials.

All materials and personal information provided by the client will not be distributed for publication or other service by the Company or Editor. As an exception, the Company and/or the Editor will be allowed to use a maximum five-page excerpt of finished manuscript, with client pre-approval and consent, for the purposes of a professional portfolio of provided services.

Use of Copyrighted Work. The Editor will endeavour to flag elements of a work that may require copyright permissions and, depending upon the terms specified in this Agreement, may assist the Client in obtaining the necessary permissions. However, unless otherwise specified in this Agreement, the Client accepts responsibility for complying with copyright laws and obtaining the necessary permission to use any elements of provided text, graphics, photos, music and song lyrics, designs, trademarks, or other created work to be included in the final product.

Warranties & Contingencies. Editing is a process of offering advice and suggestions to the Client. While the Editor will make every effort to identify and bring questionable material to the Client's attention, it is not possible to guarantee error-free content.

The Editor's responsibility is limited to notifying the Client of any suspected or unresolved issues within the edited work. The Client is responsible for accepting (or rejecting) the Editor's suggestions and resolving any issues identified by the Editor (e.g., suspected plagiarism).

Rejecting or disliking the Editor's suggestions is not a basis for refusing to pay fees outlined in this Agreement.

Late arrival of manuscripts or any written materials to the Editor will result in late delivery of feedback or copyedited manuscripts.

Indemnity and Liability. The Editor will comply with all applicable laws in the course of performing the services. The Client agrees to indemnify the Editor and the Company from any and all claims or demands, including legal fees, that arise out of any alleged libel, copyright infringement, or other legal or contractual issues created by the Client in writing, revising, publishing, or otherwise using the work.

Failure to Perform: If the Editor cannot perform the duties outlined in this Agreement for reasons beyond the Client's or Editor's control, the Company will make every effort to match the Client with another Editor to complete the project work. Should the Company be unable to fulfil the duties as set out by the Client and the original Editor, the Company will refund any amount paid by the Client for services not delivered (including any time paid for upfront). The Client will not have any further liability with respect to the Agreement.

The Company will not be liable for any amount in excess of the fees due under the Agreement. This limitation on liability also applies if information or materials are damaged or lost without fault on the part of the Editor.

Termination. The working relationship with the Editor and the Company can be revoked by either party at any time.

Questions and complaints. Any questions or concerns about the Writing Coaching & Editing relationship may be directed to the Editor or to the Company at contact@onelitplace.com. We will respond to you as quickly as possible and all such discussions are confidential.

By registering for any Coaching & Editing service and using the Website and associated third-party websites, you agree to be bound by this TOS agreement.

Agreement Acknowledgement. The Participant and the Company each confirm that they have full power and authority to enter into this Agreement and acknowledge that the acceptance of these Terms and Conditions and Terms of Service is sufficient proof of accepting the terms of this Agreement.

Please email contact@onelitplace.com or call 647-812-6107 if you have any questions.

Name: Jenna Kalinsky
Title: Founder and Principal

One Lit Place

A handwritten signature in black ink that reads "Jenna Kalinsky". The script is fluid and cursive, with the first letters of each name being capitalized and prominent.

Name: Jenna Kalinsky
Title: Founding Director