

Letter of Agreement

General terms

- **Artigraphy:** hereafter 'Artigraphy', 'Artemis Gause', 'the editor'.
- **You:** hereafter 'you' or 'the Client'.
- **Agreement:** the present Agreement. Hereafter 'Agreement' or 'Contract'.
- **Agreement Form:** the form that the Client completes and submits to Artigraphy. Hereafter: 'Agreement Form' or 'Form'.
- **Agreement Message:** the e-mail message in which the Client confirms the terms of the arrangement with Artigraphy, instead of submitting the Form.
- **Service:** hereafter: 'work', 'service' or 'services'.
- **Document:** the written work you agree to deliver as agreed in the Form. Hereafter 'Document' or 'Documents'.
- **Fee:** the sum the Client agrees to pay for a specific service, as described in the Form or in the Agreement.
- **Start Date:** the date on which you agree to deliver your document to Artigraphy, as stated in the Form or in the Agreement Message.
- **End Date:** the date on which Artigraphy agrees to deliver to you the processed document, as stated in the Form or in the Agreement Message.
- **'Urgent':** requests that carry a short deadline of 72 hours or less for documents over 5,000 words or 24 hours or less for documents under 3,000 words.

Services

1. The terms of the present Agreement apply to any of the services that Artigraphy will provide to the Client, as mutually agreed in the Agreement Form the Client has submitted or in the Agreement Message the Client has sent.
2. The Form that the Client has completed and submitted or the Agreement Message, where the Client has not submitted the Form, is a core part of the present agreement. The details that the Client provides in the Agreement Form or in the Agreement Message must match the details previously arranged by e-mail or other means of communication with Artigraphy. If there is a mismatch, the Agreement becomes automatically invalid.

Timeline & turnaround time

3. The Client will deliver all agreed documents and information by or before 12:00 GMT on the agreed Start Date, as described in the Form.
4. Artigraphy will deliver the agreed service to the Client on/by the agreed End Date and for the agreed fee, according to the details that the Client has supplied in the Form.
5. If the Client requests additional tasks or if the delivered document differs significantly from the submitted sample (where applicable) or agreed document, the Editor reserves the right to adjust the End Date, fee and type of service.

Payment

6. Unless agreed otherwise by the Start Date, the Client will pay Artigraphy within 30 days of receiving the invoice for all services Artigraphy has rendered, according to the Late Payment of Commercial Debts (Interest) Act 1998 (amended in 2002 and 2013). If the Client does not settle the invoice within the agreed period, the payment will be subject to 10% interest per calendar month.

7. The fee includes the cost for all agreed services, as described in the Form or in the Agreement Message.
 - 7.1. The fee covers one round of editorial services.
 - 7.2. The fee excludes bank charges or other charges incurred in the process of payment.
 - 7.3. The fee does not carry VAT.
 - 7.4. Urgent ('rush') requests carry a minimum surcharge of 25%. Urgent requests for delivering processed work over weekends or bank holidays carry a surcharge of 50–100%.

Additional Costs

8. The Client will reimburse Artigraphy for agreed reasonable expenses over and above usual expenses incurred in the process of editorial or other work, such as travel expenses.

Delayed delivery

9. If the Client delays the delivery of the document beyond the agreed Start Date without the Editor's prior consent, the Client will be charged 20% of the fee per lost working day.
10. If the Editor delays the delivery of the processed document without either notifying the Client or for any reason other than force majeure, the Editor will subtract 10% of the total fee for delays of up to three working days and 20% for delays of 4–5 working days.
11. If external circumstance make it impossible for the Editor to fulfil the Agreement, the Editor will notify the Client at least one week in advance, excepting force majeure.

Termination & Cancellation

12. This Agreement may be terminated by either party at any time.
13. The Client may request to transfer his/her reserved slot to another client. If the transfer is suitable and explicitly accepted, Artigraphy may waive part or all of the cancellation fee.
14. If Artigraphy terminates the Agreement, the Client will pay Artigraphy for all work done up to the date of termination.
15. If the Client terminates the Agreement **up to 30 days** before the Start Date, where applicable:
 - 15.1. For documents up to 5,000 words there will be no cancellation fee, except where **15.3** applies.
 - 15.2. For documents longer than 5,000 words, a cancellation fee equivalent to 50% of the agreed fee *may* be applied.
 - 15.3. When the Start Date falls between 20 December and 5 January, a cancellation fee equivalent to 50% of the agreed fee *will* be applied.
16. If the Client terminates the Agreement **29–8 days** before the Start Date, where applicable, a cancellation fee equivalent to 50–75% of the agreed fee may be applied.
17. If the Client terminates the Agreement **7–0 days** before the Start Date, where applicable, the Client will pay 100% of the agreed fee.
18. Artigraphy reserves the right to modify the cancellation fee in line with the limits indicated in §15–17 and with §13 on the basis of the Agreement and circumstances.

Intellectual Property

19. The Client acquires all intellectual property rights of the content that Artigraphy creates as part of any of the editorial services agreed in the Form.
20. Artigraphy retains all intellectual property rights of any work created by Artigraphy as part of the Workshops, unless otherwise agreed.

Confidentiality

21. Artigraphy guarantees that the nature and content of the Client's work will be kept confidential and not made known to anyone other than the Client and his or her contractors without explicit written permission.

GDPR

22. The information that the Client and Artigraphy may keep on record is covered by the terms of the General Data Protection Regulation.

Guarantees

23. Artigraphy cannot guarantee that the Client's work will not be rejected wherever it is submitted. However, Artigraphy can guarantee that the Client's work will not be rejected on grounds of faulty language, provided that before submission the Client
- 23.1. has incorporated all proposed and effected changes into the work and
- 23.2. has not modified the work that the Editor has processed.

Indemnity

24. While the Editor will make every effort to bring questionable material to the attention of the Client, the Client agrees to indemnify and save harmless the Editor from any and all claims or demands, including expenses, compensation costs, or legal fees, arising out of any alleged libel or copyright infringement committed by the Client in creating the work.

Applicable Laws

25. The terms of this agreement shall be interpreted according to the laws of the United Kingdom. This Contract may be changed only by written agreement between the Editor and the Client.

Signatures

Signed by the parties to this Agreement on _____ [date].

For Artigraphy:

Artemis Gause

Address:

9 Dagmar Terrace
London N1 2BN
England

Signature:

Your name (please print):

Address:

Signature:

