

TERMS AND CONDITIONS

Background

1. These terms and conditions relate to the provision of services by Fictive Pursuits LTD (trading as The History Quill and hereafter “The History Quill” / “we” / “our”) to the client/participant who agrees to them.
2. These terms and conditions are governed by the laws of England and Wales and are subject to the exclusive jurisdiction of the courts of England and Wales.
3. The History Quill will provide the client/participant with the services they have booked via our website. The provision of each service will be governed by the corresponding terms laid out below.
4. The History Quill and the client/participant are bound by the parts of these terms and conditions that pertain to the services the client/participant has booked, in addition to parts that pertain to every service. Parts that pertain to every service include ‘background’, ‘copyright and liability’, ‘data and confidentiality’, and ‘miscellaneous’.

The following table of contents uses internal links to aid navigation. Click to skip to the relevant parts.

EDITING SERVICES

–General terms

–Structural reports

–Editor’s reports

–Copy-editing

–Proofreading

–Bespoke editing projects

–Prices and payments

–Bookings, cancellations, and rescheduling

–Refunds

GROUP COACHING

–What to expect from the tutors

–What is expected of the participants

–Programme dates and structure

–Participant conduct

–Group platforms

–Programme administration and payment conditions

–Cancellation or removal

GET STARTED IN HISTORICAL FICTION WORKSHOPS

- [–General terms](#)
- [–Payment terms](#)
- [–Cancellations and refunds](#)
- [–Untutored version](#)

ARC AND BETA READER SERVICES

- [–ARC service: general terms](#)
- [–Beta reader service: general terms](#)
- [–ARC and beta reader services: payment terms](#)
- [–ARC and beta reader services: cancellations and refunds](#)
- [–ARC and beta reader services: miscellaneous](#)

MENTORING SCHEME

- [–Mentoring scheme: general terms](#)
- [–Mentoring scheme: payment terms](#)
- [–Mentoring scheme: cancellations and refunds](#)

VIRTUAL EVENTS

- [–Virtual events: general terms](#)
- [–Virtual events: payment terms](#)
- [–Virtual events: cancellations and refunds](#)
- [–Virtual events: recordings](#)
- [–Virtual events: privacy and data protection](#)
- [–Virtual events: miscellaneous](#)
- [–Virtual events: writers convention 2024](#)

GIVEAWAY SERVICE

- [–Giveaway service: general terms](#)
- [–Giveaway service: payment terms](#)
- [–Giveaway service: cancellations and refunds](#)

BOOK PROMOTION SERVICE

- [–Book promotion service: general terms](#)
- [–Book promotion service: payment terms](#)
- [–Book promotion service: cancellations and refunds](#)

THE HISTORY QUILL MEMBERSHIP

- [–Membership: what to expect](#)
- [–Membership: member conduct](#)
- [–Membership: platform](#)
- [–Membership: administration and payment conditions](#)
- [–Membership: cancellation or removal](#)
- [–Membership: miscellaneous](#)

OTHER BESPOKE PROJECTS

COPYRIGHT AND LIABILITY

DATA AND CONFIDENTIALITY

MISCELLANEOUS

EDITING SERVICES

Editing services: general terms

5. *Structural reports.* Structural reports should outline the strengths and weaknesses of the manuscript provided by the client and include macro-level analysis of the plot, pacing, characterisation, structure, historical authenticity, and writing quality. They should include analysis of each chapter and make suggestions for improving the manuscript.
6. *Editor's reports.* Editor's reports should outline the strengths and weaknesses of the manuscript provided by the client and include macro-level analysis of the plot, pacing, characterisation, structure, historical authenticity, and writing quality. They should make suggestions for improving the manuscript.
7. *Copy-editing.* Copy-editing shall consist of amendments and suggestions made to improve the grammar, punctuation, formatting, consistency, and logic of the manuscript supplied by the client to The History Quill. The History Quill will supply a marked-up copy and a clean copy of the manuscript, plus a style sheet where decisions about style and grammar have been recorded and explained.
8. *Proofreading.* Proofreading shall consist of amendments and suggestions made to improve the grammar, punctuation, and formatting of the manuscript supplied by the client to The History Quill. The History Quill will supply a marked-up copy and a clean copy of the manuscript, plus a style sheet where decisions about style and grammar have been recorded and explained.
9. *Bespoke editing projects.* Bespoke editing projects may consist of whatever the client and The History Quill have mutually agreed in writing over email.
10. For a standard edit, the length of the manuscript provided by the client must be no less than 30,000 words and no more than 160,000 words. If the client knows in advance that their manuscript will be outside these limits, the service will be a bespoke editing service, and bespoke pricing will be negotiated. If they did not know in advance but nevertheless present a manuscript that is outside of these limits, The History Quill will have the power to renegotiate the price of the service with the client, effectively turning it into a bespoke project. If an agreement on price cannot be reached under these circumstances, The

History Quill must cancel the project without charging a cancellation fee, provided that the client has, in The History Quill's judgement, acted in good faith.

11. Following completion of any editing service, The History Quill shall provide reasonable email support in response to client queries. This will ordinarily include answering up to three substantive emails of a reasonable length. Email support will ordinarily only be provided for up to two months following the end of the edit. The client may not re-submit their manuscript or sections of their manuscript/s for further analysis or editing unless they wish to commission new work. The History Quill and its editors may, at their sole discretion, provide additional support beyond these parameters.

Editing services: prices and payments

12. For standard services (i.e. services that are not bespoke), the price of each service is outlined on The History Quill's website. The final amount owed will be based on the price given on our website at the time of booking. Payment must be made via debit/credit card.
13. For bespoke services, the price must be agreed between the client and The History Quill prior to booking. If the final price is unknown for any reason, for example because the word count is unknown, The History Quill will provide an estimate for the price that will be binding on both us and the client. If the parameters of the estimate are exceeded, The History Quill and the client must renegotiate a mutually acceptable price prior to payment. If a price cannot be agreed, The History Quill must cancel the project without imposing a cancellation fee, provided we believe the client has acted in good faith.
14. The client must pay for their edit within 72 hours of providing The History Quill with their manuscript.
15. The client must accurately state the total word count of their manuscript when they pay for their edit.
16. If, after submitting the final manuscript, the client makes any alterations to their word count that bring the price into a higher bracket for the services concerned, they must pay any difference to The History Quill. The History Quill should likewise refund any difference if word count reductions bring the price into a lower bracket, so long as, in our judgement, the client has acted in good faith.

Editing services: bookings, cancellations, and rescheduling

17. Before booking an edit, the client must contact The History Quill to enquire about availability and suitability of our services for their manuscript. The slot for their service, i.e. the deadline for the submission of the manuscript by the client and the deadline for the completion of our edit, must be arranged by the client and The History Quill prior to booking and is binding on both the client and The History Quill.

18. In order to book an editing service with The History Quill, the client must complete our booking form and agree to these terms and conditions.
19. The client has the right to cancel their booking within 14 days of agreeing to these terms and conditions; in these circumstances, no cancellation fee will apply. However, if work begins within these 14 days, the client must pay for any work completed. If the client books an editing slot (defined as the time period between delivery of the manuscript and delivery of the finished edit) within the 14 day cancellation period, they are expressly consenting to The History Quill beginning work within the cancellation period and agree to pay the cost of any work completed.
20. The client may still cancel their booking after the 14 day cancellation period, but they will be subject to the following cancellation fees:
 - If the client cancels more than three months before the edit is due to commence, they will pay a cancellation fee equal to 20% of the total projected cost of the edit.
 - If the client cancels between three months and one month before the edit is due to commence, they will pay a cancellation fee equal to 50% of the total projected cost of the edit.
 - If the client cancels less than one month before the edit is due to commence, they will pay a cancellation fee equal to 100% of the total projected cost of the edit.
21. The History Quill may cancel the booking at any point, but we must charge no cancellation fee and return any payment already made by the client if we do so, unless the cancellation is triggered by the client's failure to uphold the terms and conditions.
22. The client should provide The History Quill with the manuscript/s before commencement of the editing slot they have agreed to. If the manuscript is not received before this, we are permitted to move the report deadline to a later date of our choosing. If the manuscript is not received within six months of the commencement of the original editing slot, The History Quill may cancel these terms and conditions and the client will, under these circumstances, be obligated to pay a cancellation fee totalling 100% of the projected cost of the edit.

Editing services: refunds

23. If The History Quill has not provided the work specified in these terms and conditions by the agreed deadline, we will refund payment for the work. Disagreement with our conclusions or our editing decisions is not grounds for a refund. Refunds can only be requested within 30 days of completion of the work. After this time, no refunds will be given.

GROUP COACHING

Group coaching: what to expect from the programme

24. Free access to The History Quill's membership and all its benefits, for as long as the participant's group coaching subscription remains active.
25. Participants on the enhanced tier will receive six tutor critiques, one per month, over the course of the programme. Participants on the standard tier will receive two tutor critiques over the course of the programme. Tutor critiques will consist of up to 5000 words of writing, including comments in the margins and a report.
26. One video consultation with a tutor, lasting approximately one hour, after six months.
27. The facilitation of two peer critiques of each participant's work each month. Note: The History Quill will aim to facilitate these critiques. However, it is beyond our control if – for whatever reason – critique partners do not provide the critiques they have been asked for. If critiques are occasionally not provided, it does not constitute a violation of the terms and conditions. However, The History Quill will take appropriate steps to reduce the risk of recurrence.
28. One live Q&A session per month, led by the tutor and hosted on the online group coaching platform. Participants who cannot attend the Q&A live will also have the opportunity to submit questions in advance.
29. The tutors may be delayed in providing the items above, and they may not be able to provide the monthly Q&A on some occasions, if they are: 1) sick, 2) on holiday, 3) lose computer access, or if there is any other reasonable cause for delay or non-delivery. It is expected that the tutors will take holiday during the course of the programme, so participants should anticipate occasional delays and non-delivery as above due to this.
30. The tutors and programme leader are not obligated to provide substantive responses to individual emails from the participants asking for private feedback on their writing or other questions concerning their writing. Any responses to such emails will be at the discretion of the tutors/programme leader. However, participants may email the programme leader privately to ask questions about the logistics of the course.

Group coaching: what is expected of the participants

31. Participants should submit up to 5000 words of their writing (and minimum 1000 words) each month. The writing can be new or an edited version of writing previously submitted. It should be from a historical novel or story (from their work-in-progress or works-in-progress).

32. Participants must critique two other writing submissions from other participants each month. Critiques should include comments in the margins where appropriate and substantive summary comments written at the end. Further guidance will be provided.
33. Participants may be delayed in delivering on items 1 and 2 of this section if they are 1) sick, 2) on holiday, 3) lose computer access, or if there is any other reasonable cause for delay. Non-delivery is permitted in extenuating circumstances.
34. Persistent non-delivery of items 1 and 2 in this section will be grounds for removal from the programme.

Group coaching: programme dates and structure

35. The programme will begin and end on the dates indicated on the group coaching page of The History Quill's website pertaining to the forthcoming round of group coaching.
36. The deadline for participants submitting their writing will ordinarily be the 19th of each month. Critiques will ordinarily be due by the end of each month.

Group coaching: participant conduct

37. Participants are expected to approach participation, interaction, and critiquing with politeness and respect. Offensive or unconstructive behaviour is not permitted.
38. Participants agree to maintain appropriate sensitivity to others in the language they use in their submissions and in their interactions with other participants.
39. Participants may not use this programme as a forum for discussing or debating contemporary political, social, or religious issues.
40. Participants agree that The History Quill team are the sole arbiters of what behaviour or language is deemed appropriate in this programme. If participants have concerns about the behaviour of, or language used by, other participants, they must share their concerns directly with The History Quill team over email, who will then investigate and, if appropriate, take action. They may not take it upon themselves to debate, or attempt to decide, rules governing behaviour and language within the group, without The History Quill's prior authorisation.

Group coaching: group platforms

41. Programme activities will take place in a dedicated, private space within The History Quill Community, which is hosted on a platform called Circle. Only group coaching participants and the programme team will be able to access this space and see who else is a member. Participants are advised to read this platform's privacy policy.

Group coaching: programme administration and payment conditions

42. The programme is administered as a pay-as-you-go subscription service lasting for six months. Subscription payments are to be made by the participants before the start of each month, with each payment paying for the service provided during that subsequent month. Subscription payments are to be made by the participants before the start of each month, with each payment paying for the service provided during that subsequent month. The first payment is taken when the participant enrolls in the programme, and subsequent payments are taken automatically on the same date every month. Participants will not have access to any part of the programme that they have not paid for in advance, and they are not entitled to access any part of the programme that is due to be delivered after each monthly subscription period. At the end of the six months, The History Quill will contact participants to see whether they would like to re-enroll for another six-month term.
43. The amount of the monthly subscription payment is outlined on the group coaching page of The History Quill's website. The History Quill may adjust the fee at any time but must give one month's notice to current participants.
44. Payment should be made via credit or debit card.
45. These terms and conditions will not be binding on The History Quill or in effect until the first subscription payment is made. The History Quill may change these terms and conditions at any time, but they must give current participants one month's notice.
46. This method of administration and payment does not constitute a credit agreement or the provision of credit. The services contained within the programme are provided on a strictly pay-as-you-go basis, with each payment being taken in advance of the services provided. There is no obligation on the participants to subscribe to the programme for any longer than the first month following this agreement or to pay subscription payments for any more than the first month.
47. If participants do wish to subscribe for longer than the first month, they must continue to pay their subscription payments. The payment of each subscription payment will renew their access to the service for the following month, thereby also renewing their agreement to these terms and conditions for that month.

Group coaching: cancellation or removal

48. The participants have the right to cancel their subscription to the programme with no penalty for a period of 14 days following their first subscription payment. Any payments they have made in this period will be refunded.

49. The participants also have the right to cancel their subscription to the programme at any time after the 14 day cooling off period. However, they will forfeit the payment they have made for the current month's subscription. If they have already paid the subscription for the following month, this will be refunded in full. They will not have to pay for any subsequent months.
50. The History Quill is permitted to terminate a participant's subscription to the programme if they violate the conditions for participant conduct or what's expected of participants outlined above or, if for any other reason, we do not feel their participation is beneficial either for them, the group, or The History Quill. Under these circumstances, the participant will forfeit the payment they have made for the current month's subscription. If they have already paid the subscription for the following month, this will be refunded in full. They will not have to pay for any subsequent months. They will not be refunded for any previous months. If they are still within their 14 day cooling off period, however, they will be refunded in full for any payments made.
51. The History Quill is permitted to cancel a participant's subscription if there are insufficient numbers to sustain the programme. In this situation, The History Quill will refund the participant's payment for the subsequent month not yet started, if applicable. Payment for the current month will only be refunded if The History Quill is unable to deliver the programme in that month.

GET STARTED IN HISTORICAL FICTION WORKSHOPS

Get started in historical fiction workshops: general terms

52. Workshop one will consist of six assignments covering 1) creating a historical setting, 2) writing historical dialogue, 3) internal thought, 4) show and tell, 5) using viewpoint, and 6) drivers of plot. One assignment will be set each week. Assignments will be accompanied by a help sheet with tips to assist the client.
53. Workshop two will facilitate the client's creation of a novel outline in six stages, with each stage forming an assignment. The assignments will pertain to the outlining of 1) plot, 2) setting and theme, 3) main characters, 4) secondary characters, 5) chapters, and 6) the creation of a final, edited novel outline. One assignment will be set each week. Assignments will be accompanied by a help sheet with tips to assist the client.
54. Workshop three will facilitate the client's creation of a first chapter in four stages, with each stage forming an assignment. The assignments will pertain to 1) outlining their first chapter, 2) writing their opening lines, 3) creating their first draft, and 4) creating their revised draft. Assignments one and two will be set in weeks one and two and will take one week each to complete. Assignments three and four will be set in weeks three and five and

will take two weeks and one week to complete respectively. Assignments will be accompanied by a help sheet with tips to assist the client.

55. The client should complete each assignment within one week of it being set (or two weeks for assignment three in workshop three) and submit it to the tutor by email. If assignments are submitted late, The History Quill will normally still provide feedback, so long as the delay is reasonable (i.e. not more than two or three weeks late). If the delay is more than this, we will provide feedback only at our discretion.
56. The History Quill tutor will provide written feedback on each assignment. Feedback will ordinarily be provided within one week of the submission deadline.
57. The tutor will respond to one round of questions following each assignment and at the end of the workshop.
58. The workshop(s) will be delivered on the date(s) chosen by the client at the checkout. In the unlikely event that there is insufficient tutor capacity for the date(s) selected, The History Quill will offer the client an alternative start date. If an alternative start date cannot be agreed, the client's payment will be refunded.

Get started in historical fiction workshops: payment terms

59. The client must pay a lump sum amount per workshop to book their place on the workshops and participate in them. The amount payable for each workshop is outlined on the workshops page of our website.
60. Payment should be made via credit or debit card.

Get started in historical fiction workshops: cancellations and refunds

61. The client has the right to cancel their participation with no penalty within 14 days of agreeing to these terms and conditions. Any payment they have made will be refunded. However, if the workshops begin within these 14 days, the client must pay for any work completed. If the client books within the 14-day cancellation period, they are expressly consenting to The History Quill beginning the workshops within the cancellation period and agree to pay the cost of any work completed.
62. The client additionally has the right to cancel their participation in the workshops at any time. However, if they do so after the initial 14-day 'cooling off' period, they will forfeit the payment they have made.
63. The History Quill is permitted to terminate a client's participation in the workshops for any reason. If we do so, we will refund their payments for any workshops that have not finished.

64. The History Quill will not provide refunds for any assignments not completed. Assignments must be completed within the specified time. If they are not submitted at all, The History Quill is under no obligation to provide a refund. If assignments are submitted late, we are under no obligation to provide a refund if we do not provide feedback due to unreasonable lateness (i.e. over two or three weeks late).

Get started in historical fiction workshops: untutored version

65. In addition to the standard, tutored version of the workshops outlined above, The History Quill may offer an untutored version, in which the client will be provided with the assignments and help sheets so that they may complete them on their own, without tutor feedback or involvement.
66. If the client wants to take the tutored version of any workshops after purchasing the untutored version, they must book these separately. No discount or credit will be given towards the tutored version.
67. For the untutored version of the workshops, the client may cancel their purchase and receive a refund within 14 days of making that purchase, but this only applies if they have not downloaded any of the workshop materials, including assignments and help sheets. If they have downloaded any such materials, no refund will be given, even if it is requested within the 14 day period. No refund will be given, unless at our sole discretion, if it is requested more than 14 days after the purchase is made.

ARC AND BETA READER SERVICES

ARC service: general terms

68. For our ARC (advance reader copy) service, The History Quill will send a digital version of the client's book to a group of ARC readers selected from our list. The ARC readers will be asked to read the book, and they will then be asked to share details of any quality issues they identified. They will be invited to leave an Amazon review on a date selected by the client. If the client opts for it, we will also ask the ARC readers to leave a review on Goodreads.
69. The process of completing an ARC project will take approximately four weeks for a book of up to 120,000 words, from the start date to the review invitation date. For projects that are between 120,000 words and 160,000 words, approximately one additional week will be required. For projects over 160,000 words, a bespoke timeline will be arranged.
70. The History Quill will select the ARC team for each project, taking into account the client's preferences as far as possible.

71. The client has the option of requesting to add ARC readers to their 'ARC street team' after their ARC project is complete. This means those ARC readers will be given preference in selections if they register for the client's future projects. Membership of a street team can be revoked by the client, by The History Quill, or by the member at any time. Clients can have more than one ARC street team if, for example, they write in more than one subgenre or if they have another good reason. This means members of each street team will only receive street team entitlements for the specific street team they are in, rather than for all of the client's projects.
72. To qualify for this service, the client's book should be in a finished state. Writing, editing, and formatting should be complete.
73. The client must provide a book cover, description, and biography.
74. The client pays for a set range of complete ARC registrations, with a minimum number and a maximum number. A complete ARC registration involves an ARC reader requesting to join the ARC project concerned and then completing the process to gain access to the book files. If the number of ARC registrations is below the minimum, the client will be offered a full refund, but they will also have the option to continue with the project instead. The ranges are outlined on the ARC section of our website.
75. The History Quill makes no guarantee that ARC readers will review the client's book, nor do we guarantee that reviews will be positive. We adhere strictly to Amazon's terms of service in this regard. We do not force our ARC readers to leave reviews, and nor do we attempt to influence the content of any reviews. The client pays for complete ARC registrations, not to receive reviews.
76. The client may submit books that are unpublished or that have been published already. However, any books submitted must not be enrolled in Amazon's KDP Select programme while they are being distributed to our ARC readers.

Beta reader service: general terms

77. For our beta reader service, The History Quill will send a digital version of the client's book to a group of beta readers selected from our list. The beta readers will read the book and provide substantive feedback to the client via The History Quill.
78. The client may ask us to pose up to eight specific questions of a reasonable length to the beta readers, in addition to the questions asked by us. If we judge that any of the client's questions duplicate our own, we will not ask those questions, instead relying on our own. This does not entitle the client to a refund or a discount.
79. The process of completing a beta project will take approximately four weeks for a book of up to 120,000 words. For projects that are between 120,000 words and 160,000 words,

approximately one additional week will be required. For projects over 160,000 words, a bespoke timeline will be arranged.

80. The client's book must be complete in order to qualify for this service. However, it is not expected to be fully edited or formatted.
81. The client must provide a book description and biography.
82. The client will receive six pieces of substantive feedback from six corresponding beta readers. In order to ensure this, six primary beta readers and two substitutes will be selected. If the project yields more than six pieces of quality feedback (i.e. from their substitutes), that additional feedback will also be sent to the client. However, the client does not have a right to more than six pieces of feedback.
83. The History Quill will select the beta team for each project, taking into account the client's preferences as far as possible.
84. The client has the option of requesting to add beta readers to their 'beta street team' after their beta project is complete. This means those beta readers will be given preference in selections for the client's future projects. Membership of a street team can be revoked by the client, by The History Quill, or by the member at any time. Clients can have more than one beta street team if, for example, they write in more than one subgenre or if they have another good reason. This means members of each street team will only receive street team entitlements for the specific street team they are in, rather than for all of the client's projects.
85. The client is only permitted to submit books that are not currently published on Amazon. The date on which the books are sent to our beta readers must be prior to the date of publication.
86. The client will receive from The History Quill the feedback their beta readers have provided. The client is not permitted to publish this feedback in any public forum. The client may share the feedback privately with persons they deem appropriate, including but not limited to family, friends, colleagues, editors, literary agents, and publishers. However, they must not share the names of their beta readers or any other personal information.

ARC and beta reader services: payment terms

87. The client must pay a lump sum amount in order to book these services. The amount payable is outlined on our website on the pages that pertain to our ARC and beta reader services.

88. For beta projects, higher prices may apply for books over 120,000 words, as per the information on our website. For ARC projects, higher prices may apply for projects over 160,000 words, as per the information on our website.
89. Payment should be made via credit or debit card.

ARC and beta reader services: cancellations and refunds

90. The client has the right to cancel their ARC or beta reader service booking within 14 days of agreeing to these terms and conditions; in these circumstances, they can claim a full refund for any payment made. However, if the client's book is sent to ARC readers or beta readers within these 14 days, they must pay for any work completed. If the client books a sending date within the 14 day cancellation period, they are expressly consenting to The History Quill beginning work within the cancellation period and agree to pay the cost of any work completed.
91. The client may still cancel their booking after the 14 day cancellation period, but they will forfeit any payments they have made if they do so. The History Quill may cancel the booking at any point, but we must return any payment made by the client if we do so.
92. For our ARC service, we will provide a full refund to the client, upon request, if the minimum number of complete ARC registrations they have opted for is not met. The service will be automatically cancelled under these circumstances. However, we will also offer the client the option of continuing with a partial refund.
93. For our beta reader service, we will provide a full refund to the client, upon request, if we are not able to facilitate feedback from the minimum number of beta readers they requested by the agreed deadline.

ARC and beta reader services: miscellaneous

94. The client acknowledges and accepts that their book will be distributed to our ARC readers or beta readers at no cost to the ARC readers or beta readers, i.e. they will pay no fee to receive the books. In turn, this means the client will receive no royalties or other payments from these readers or from The History Quill connected to the distribution of their book through these services.
95. Copyright of the client's book remains with them. Neither The History Quill and its officers, employees, and subcontractors, nor our ARC readers and beta readers can assume copyright over the client's book. The client is free to use any suggestions made by us or our ARC and beta readers related to their book without the need to provide credit or further compensation, and they will retain copyright over any parts of their book that arise from such suggestions.

96. For both ARC and beta reader services, the client must provide their book files in PDF and EPUB format.
97. The History Quill has implemented a range of precautions in order to secure the digital files provided by the client and prevent bad actors from pirating them. These include the use of digital watermarking technology, limiting file access only to ARC readers and beta readers we have selected for the client's book (in addition to ourselves and partners involved in delivering the services), setting appropriate expiry terms on those access permissions for ARC and beta readers, and requiring all ARC and beta readers to agree to terms and conditions forbidding sharing of files and links. These measures will reduce the risk of piracy substantially, but they do not eliminate it entirely. Indeed, the risk of piracy can never be eliminated entirely when sharing written work. The client agrees that The History Quill cannot be held liable for any piracy of their books.
98. The client acknowledges that some personal data, specifically their author name and any data they include in their books, will be transferred to ARC readers and beta readers as part of these services, and they consent to such transfer, including transfer to countries outside of their own that may have less stringent data protection regulations.
99. The client will be provided with information about the beta readers or ARC readers we have selected. This information, including but not limited to personal details about the beta or ARC readers, their reasons for wanting to join the project, and their reading interests, is confidential, and the client must not share it with anyone, either privately or in any public forum.
100. The client is not permitted to make direct contact with any of their beta readers or ARC readers on their own initiative and must not request, or agree to any suggestion, that further beta or ARC reading be done by those readers outside of The History Quill's services. The only exception to this is if we give our written permission.
101. The History Quill will not extensively check the client's book files. The only checks we perform involve checking the file extensions and ensuring the book files open properly. The client is responsible for the files beyond this, and we are not liable for any errors they make with respect to the files. If the files contain errors or are the wrong version, this does not entitle the client to a refund or a discount.
102. The client agrees that The History Quill cannot be held liable for the actions of any beta or ARC reader involved in providing these services. If any beta or ARC reader, through their actions, does anything to violate these terms and conditions, cause them to be violated, or otherwise engages in actions that give rise to legal proceedings, the client agrees that any legal action may only be directed against the beta or ARC reader, not The History Quill.

103. If the client's book has a publisher (i.e. it is not self-published), the client must have permission from their publisher to use these services. If the client's book has a co-author or co-authors, they must have permission from the co-author or co-authors to use these services. And if the client is a publisher, they must have permission from the author/s to use these services. Moreover, the client agrees to indemnify The History Quill, its officers, employees, and subcontractors against any legal claims by third parties, including but not limited to publishers, authors, and co-authors, arising from their use of these services.
104. If the client provides one but not both of the two required file formats (PDF and EPUB) for their beta or ARC project by the deadline specified over email, then we will proceed with the project but we will not be bound by the minimum requirements for the number of ARC readers or the number of pieces of beta reader feedback we provide, since we require both formats to accommodate a sufficient number of advance readers. No refund will be due if we go under the minimum requirements in these circumstances.
105. If the client does not, by the deadline we specify, provide any usable book files at all in PDF or EPUB format, or does not adequately complete the submission form in which we ask for details about their book in order to list it, The History Quill may cancel the project, and no refund will be due in these circumstances.

MENTORING SCHEME

Mentoring scheme: general terms

106. The History Quill will facilitate mentorship of the client by a mentor who is mutually agreed between us and the client prior to enrollment.
107. Each month, the mentor will provide a one-to-one 60–90 minute video call consultation with the client. The mentor will provide advice on anything the client wishes to discuss in relation to writing and publishing. If video calling is not possible or desired by the client, an audio call will be used instead. Calls will be conducted over software mutually agreed by the mentor and mentee, e.g. Skype or Zoom. The method used must be free for the mentor.
108. Each month, the mentor will provide feedback on one piece of writing of up to 5,000 words or an alternative piece of work (e.g. a set of character profiles, a synopsis, part of a story outline, or anything else relevant) of up to 2,500 words each month. The client may not submit more than one piece of work per month, including if the one piece they submit is less than the maximum word count. The feedback will be provided verbally during the monthly video call.
109. Each month, the mentor will provide email support to the client. The client may ask questions or run ideas past the mentor for feedback. The mentor is not obliged to respond to any more than two rounds of emails per week (one round consisting of one email with

up to three questions). However, the mentor will have flexibility to provide further responses at their discretion. The client should send questions of a reasonable length and requiring a reasonable length of response. Questions that require more extensive consideration are best left until the monthly video call.

110. This scheme is conducted online. Mentors are not required to meet clients in person.
111. Mentors are not required to publicly endorse the client's writing, introduce them to industry colleagues, or recommend their work for publication. Any such actions or similar actions are solely at the discretion of the mentor.
112. Mentors are not required to read the client's whole manuscript, conduct additional monthly video calls, or provide any additional service other than that described in these terms. Clients may request extra services for an additional fee by arrangement with The History Quill, but the mentor is not obligated to provide them even with the offer of payment.
113. A mentorship can last for as long as the mentor and client mutually agree.
114. The client must not offer to pay the mentor for continued mentorship outside of The History Quill, nor can they accept any such offer from a mentor. This rule applies for an unlimited period of time and can only be lifted with written permission from The History Quill.
115. Mentors will do their best to accommodate the client's requirements with respect to timing their video calls, but they are not obligated to conduct calls during unsociable hours in the mentor's time zone, including late in the evening, very early in the morning, at night, or on weekends.
116. Mentors may sometimes be away on holiday, off sick, or unavailable for another reason. If they are not able to provide the bulk of the service for the month that they are unavailable, the client will not pay for that month or will be refunded. Equally, the client may sometimes not be available, and they will not be obligated to pay for any month in which the bulk of the service is not required for that reason. If the mentor is not able or required to provide the bulk of the service for either reason, they are not obligated to provide any other part of the service for free.
117. The mentorship can begin at any time. The first month, or monthly period, begins on the start date mutually agreed by The History Quill, the mentor, and the mentee and ends on the same date the following month or the closest available date. The next monthly period then begins and ends on the same date the following month or the closest available date.

Mentoring scheme: payment terms

118. The scheme is administered as a pay-as-you-go subscription service. Subscription payments are to be made by the client before the commencement of each monthly period, with each payment paying for the service provided during that subsequent monthly period. The participants will not have access to any services that they have not paid for in advance.
119. The amount of the monthly subscription payment is outlined on the mentoring scheme page of The History Quill's website pertaining to the forthcoming round of mentoring.
120. Payment should be made via debit or credit card.
121. These terms and conditions will not be binding on The History Quill or in effect until the first subscription payment is made.
122. This method of administration and payment does not constitute a credit agreement or the provision of credit. The services contained within the programme are provided on a strictly pay-as-you-go basis, with each payment being taken in advance of the services provided. There is no obligation on the client to subscribe to the scheme for any longer than the first month following this agreement or to pay subscription payments for any more than the first month.
123. If the client does wish to subscribe for longer than the first month, they must continue to pay their subscription payments. The payment of each subscription payment will renew their access to the service for the following month, thereby also renewing their agreement to these terms and conditions for that month.

Mentoring scheme: cancellations and refunds

124. The client has the right to cancel their subscription to the scheme with no penalty within 14 days of agreeing to these terms and conditions. Any payment they have made will be refunded. However, if the mentorship has already begun, appropriate expenses will be deducted from any refund.
125. The client has the right to cancel their subscription to the scheme at any time. However, if they do so after the initial 14-day 'cooling off' period, they will forfeit the payment they have made for the current month's mentoring. If they have already paid the subscription for the following month, this will be refunded in full. They will not have to pay for any subsequent months.
126. The History Quill is permitted to terminate the client's subscription to the scheme for any reason, including if the mentor does not wish to continue and has requested that the mentorship be cancelled. Under these circumstances, the client will be refunded the current month's subscription. They will not have to pay for any subsequent months. They will not be refunded for any previous months.

VIRTUAL EVENTS

Virtual events: general terms

127. The History Quill will, from time to time, offer certain virtual events. The precise elements of each event, which will vary in content and duration, will be detailed on the corresponding events pages on our website, which form part of these terms and conditions and are binding on us and the client.
128. All our events are hosted online and on Zoom. The client must have access to Zoom and be able to use it in order to participate in an event. They must also have access to a reliable broadband connection.

Virtual events: payment terms

129. The client must pay a lump sum in order to participate in each virtual event. The amount payable is outlined on our website on the pages that pertain to the relevant event. It must be paid in advance of the event, at the time of booking.
130. Payment should be made via credit or debit card.

Virtual events: cancellations and refunds

131. The client has the right to cancel their virtual event booking or subscription within 14 days of agreeing to these terms and conditions; in these circumstances, they can claim a full refund for any payment made. However, if the event is due to take place within these 14 days, a refund will only be due if the client cancels before the event begins and they do not participate in it.
132. The client may cancel after the 14 day cooling off period, but, under these circumstances, no refund will be due if they cancel less than 14 days before the event takes place. If they cancel more than 14 days before the event takes place, a 50% refund will be due. Any further refunds will be at The History Quill's sole discretion, based on the circumstances.
133. The History Quill may cancel an event, or the client's participation in an event, at any time and for any reason. The client will be due a full refund in these circumstances.
134. The History Quill has the right to make reasonable changes to an event after the client has booked. For example, if a speaker cancels, we have the right to replace that speaker with someone of equal standing. We also have the right to make reasonable changes to the content, timings, and duration of the event, as long as the changes do not affect the overall experience or purpose of the event. Changes such as this do not entitle the client to a refund.

135. The History Quill has the right to reschedule an event if it becomes necessary to do so. It should be rescheduled to a date not more than three months later than the original date. Rescheduling within these parameters does not entitle the client to a refund.
136. In the event of technical problems that interfere with the client's ability to participate in an event, no refund will be given if the technical problems are on the client's side. If the technical problems are on The History Quill's side, or the speakers' side, a refund will not be given for minor, temporary technical problems that are quickly and adequately resolved on the day or that only affect a small portion of the event. The History Quill also has the right to attempt to reschedule the event, or the affected portion of the event, rather than offer a refund. If the technical problems are significant and sustained, and if the event or relevant portion cannot be easily rescheduled, a refund will be due to the client in proportion to the length and/or importance of the section of the event they could not participate in.

Virtual events: recordings

137. The History Quill will ordinarily record all of our virtual events, except – at our discretion – portions that involve one-to-one consultations, live critiquing, Q&A, discussions, and virtual writing rooms. The client consents to this recording, and they acknowledge that if they appear on screen during an event, their face, name, and background will be recorded. If they ask a written or audio question, they acknowledge this will be recorded, alongside their name.
138. Recordings will be available for viewing by every participant in a given event for a specified time period, which will be outlined on the event webpage. After this, access will be revoked. The History Quill may offer participants the opportunity to gain lifetime access to a recording for an added fee.
139. The client is not permitted to record any of our events themselves.

Virtual events: privacy and data protection

140. The client acknowledges that, depending on the format of the call, their name may be visible and shared with other participants during an event. They acknowledge their screen and audio may be visible and shared with other participants, together with any information they convey via those mediums. They consent to international transfer of their data, including to countries whose privacy standards may not match their own, due to other participants being in different countries. Zoom allows participants to mute themselves and switch their camera off, as well as, depending on the format, change their name. Privacy-conscious participants should make use of these features.

Virtual events: miscellaneous

141. It is the client's responsibility to ensure they have adequate means to participate in an event, including a reliable broadband connection, access to Zoom, and adequate computer hardware. It is not The History Quill's responsibility to help the client overcome technical difficulties in managing their own equipment, and lack of adequate means to participate in an event on the client's side is not grounds for a refund.
142. The History Quill will make reasonable adjustments, proportionate to our status as a small business and the income expected to be generated by each event, to help people with disabilities participate in our virtual events, including the use of AI-generated live captions. Captions will not be 100% accurate and may arrive on delay, but they may help people who are deaf or hard of hearing to follow an event.
143. Neither The History Quill, nor its officers, employees, or subcontractors, are liable for any erroneous information conveyed during a virtual event.
144. The client may invite members of their physical household to watch and participate in events with them, up to a maximum of six people. They may not share their screen beyond these parameters, and they must not share their screen outside their physical household under any circumstances. The client must not share their invitation or Zoom link with anyone else.
145. Clients must not talk over speakers or other participants, must avoid creating distracting background noise, must be courteous and respectful, and must not attempt to introduce irrelevant or inappropriate topics of conversation, including but not limited to topics related to politics, religion, or other sensitive issues, except where they are being explicitly discussed as part of the subject of the event. Even then, sensitive topics must be discussed with care and courtesy. Any client who fails to follow these guidelines, or any other specific rules for an event as explained by The History Quill before or during the event, may be muted by the moderator, or they may be ejected from the event and prevented from returning. No refund will be due under these circumstances.

Virtual events: writers convention 2024

146. The terms governing our 2024 writers convention are the same as those above for all our virtual events, with the following amendments and additions:
- Participants will be given two weeks' access to the recordings of convention events for free, or they can opt for lifetime access for an extra fee at checkout. Events marked with an asterisk on the agenda will not be included in the recordings.
 - If a participant cancels less than 30 days prior to the start of the convention, they will not be entitled to any refund. If they cancel more than 30 days prior to the start of the convention, they will be entitled to a 50% refund. If they cancel within 14 days of booking, they will be entitled to a 100% refund. They will not be entitled to any refund if they participate in the convention.

- A small number of sessions will be limited, to some degree, to a fixed number of participants, e.g. live critiquing sessions. We will determine the method for allocating places for these sessions and communicate this to participants in a timely fashion. Those who are not able to directly participate may be given the option to watch the relevant events as an observer.
- In the unlikely event that a small number of sessions are cancelled, or participants are otherwise unable to join them, this will not be grounds for a refund. The History Quill will endeavour to organise replacement sessions, but if we are unable to do so, no refund will be due. A refund will only be due owing to cancelled sessions if the number of cancelled sessions is more than 30% of the total agenda for a given day, and in this case, refunds will be given in proportion to the number of sessions cancelled. Refunds will only be given for cancelled sessions if no replacement sessions are organised.

GIVEAWAY SERVICE

Giveaway service: general terms

147. For our giveaway service, we will include the client's book in a prize draw giving readers the chance to win between three and ten paperback books. The giveaways will be themed, usually by subgenre or period, and the winner/s will be chosen at random.
148. When readers enter the giveaway, they will be given the option of signing up to the client's email list.
149. At the end of the giveaway, we will share the first names and email addresses of the entrants who have asked to subscribe to the client's email list via a spreadsheet in .xlsx format. This will usually be provided no later than one week after the end of the giveaway.
150. The History Quill will choose the winner/s, organise the logistics of sending them their prizes, and cover the cost of the prizes. The client will not be involved with, and will not be liable for any of the costs associated with, the distribution of the prizes.
151. In order to join a giveaway, the client must first register for it using the registration form on our website. We will then assess their registration and decide whether or not their book is suitable. We reserve the right to reject any book for any reason. All books must be available for sale on amazon.co.uk and amazon.com new and in paperback format at the time of the giveaway.
152. If a subscriber who has joined the client's email list via one of our giveaways subsequently asks the client to remove them from their email list and erase their data, the client must agree and carry this out as soon as possible.

Giveaway service: payment terms

153. The client must pay a lump sum in order to participate in a giveaway. The amount payable is outlined on our website on the page that pertains to our giveaway service. It must be paid in advance of the giveaway, at the time of booking.

154. Payment should be made via credit or debit card.

Giveaway service: cancellations and refunds

155. The client has the right to cancel their giveaway booking within 14 days of agreeing to these terms and conditions; in these circumstances, they can claim a full refund for any payment made. However, if the giveaway is due to take place within these 14 days, a refund will only be due if the client cancels before the giveaway begins and if they do not participate in it.

156. The client may cancel after the 14 day cooling off period, but, under these circumstances, no refund will be due if they cancel less than 30 days before the giveaway takes place. If they cancel more than 30 days before the giveaway takes place, a 50% refund will be due. Any further refunds will be at The History Quill's sole discretion, based on the circumstances.

157. The History Quill may cancel a giveaway, or the client's participation in a giveaway, at any time and for any reason. The client will be due a full refund in these circumstances.

158. If a client's book is not available for sale on amazon.co.uk and amazon.com in paperback format (second hand does not count – books must be for sale new) during the giveaway period and for one week immediately before and after it, then The History Quill is entitled to cancel their participation. No refunds will be due under these circumstances, unless the giveaway period begins less than 14 days after the client's booking, except at The History Quill's sole discretion.

159. If the client does not, upon request and by the deadline we specify, provide adequate details about their book and related materials, such as the book cover, via our submission form, then we are entitled to cancel the booking. No refund will be given under these circumstances.

BOOK PROMOTION SERVICE

Book promotion service: general terms

160. Our book promotion service consists of advertising the client's book/s to our book club email list. By paying for this service, the client is purchasing a slot in our promotion schedule.

161. In order to use this service, the client must correctly complete our first submission form and our second submission form, thereby providing all required details for their book/s.
162. If a client fails to provide the required book details via our submission forms or provides them in a manner or format that is contrary to the instructions, we will make a reasonable attempt to allow any issues to be rectified. However, we reserve the right to cancel any promotion with no refund issued to the client if the correct details are not supplied by the client prior to the promotion date.
163. All books submitted by the client must be compatible with our eligibility guidelines, as outlined on the book promotion service page of our website.
164. We will use details supplied by the client to advertise their book, but we are free to edit these details as we see fit. If the details provided by the client are incomplete or incorrect, we reserve the right to run the promotion regardless and accept no liability for doing so, including for any errors or omissions.
165. The client warrants that they have the legal right to submit their book/s and associated materials, e.g. book covers, for promotion and that this does not infringe any copyright or trademarks, or cause any defamation. They indemnify The History Quill and its officers, employees, and subcontractors for any and all legal claims arising from our promotion of their book/s.

Book promotion service: payment terms

166. The client must pay a lump sum in order to participate in our book promotion service. The amount payable is outlined on our website on the page that pertains to our book promotion service. It must be paid in advance of the promotion, by the deadline given by The History Quill.
167. Payment should be made via credit or debit card.

Book promotion service: cancellations and refunds

168. The client has the right to cancel their book promotion within 14 days of agreeing to these terms and conditions; in these circumstances, they can claim a full refund for any payment made. However, if the promotion is due to take place within these 14 days, a refund will only be due if the client cancels before the promotion begins.
169. The client may cancel after the 14 day cooling off period, but under these circumstances, any refunds will be at The History Quill's sole discretion.
170. The History Quill may cancel a promotion at any time and for any reason. The client will be due a full refund in these circumstances, unless the cancellation is because the client has

failed to provide the required book details via our submission forms prior to the promotion date, in which case no refund will be due.

THE HISTORY QUILL MEMBERSHIP

Membership: what to expect

171. Access to our online masterclasses, covering the craft, publication, and marketing of historical fiction. There will be one masterclass a month, which will usually take place on or around the first week of the month. On joining, members will receive access to the recording of a recent masterclass selected by The History Quill. Therefore, even if the member's initial monthly subscription period does not coincide with a live masterclass, and they do not renew their subscription beyond the first month, they will still receive access to at least one masterclass during their time as a member.
172. Indefinite access to all recordings of masterclasses that took place while they were a member, and this will continue until their membership subscription ends. Members will only have access to recordings of masterclasses that take place after they become a member, with the exception of the single recent masterclass recording they will be sent when they first join.
173. Access to The History Quill Community, an online community of historical fiction writers.
174. Exclusive content. On joining, members will receive instant access to all current and future member-only articles on The History Quill blog, covering historical fiction craft, publishing, and marketing topics. At least one new blog post will be added per month.
175. Member discounts. Members will receive an automatic, year-round 10% discount on The History Quill's *Get started in historical fiction* workshop series, beta reader service, ARC service, and giveaway service.

Membership: member conduct

176. Members are expected to be courteous and kind when interacting with others in The History Quill Community. Bullying, hateful or discriminatory comments, or malicious behaviour is not permitted.
177. Members may not use The History Quill Community as a forum for discussing or debating modern or sensitive political, social, and religious issues outside of the context of writing historical fiction. If discussing them within this context, members are expected to approach this with care and be tolerant of alternative viewpoints.

178. Members may not post anything on The History Quill Community that infringes someone else's copyright and is not covered by a fair use/fair dealing exemption.
179. Members may not use The History Quill Community to post buy links or other links intended primarily to get people to buy their books, unless specifically asked to do so by another member in an appropriate context.
180. Members may not promote their own services for writers, including via their profile links, without The History Quill's prior consent. To request consent, members should email enquiries@thehistoryquill.com. Consent will only be given if the member's services provide value for our members and do not compete with The History Quill's services or that of its sister brand, Fabled Planet.
181. Members agree that The History Quill team are the sole arbiters of what behaviour or language is deemed appropriate within The History Quill Community. If members have concerns about the behaviour of, or language used by, other members, they must share their concerns directly with The History Quill team by emailing membership@thehistoryquill.com. The team will then investigate and, if appropriate, take action.
182. Members may not take it upon themselves to debate, or attempt to decide, rules governing behaviour and language within the community, without The History Quill's prior authorisation. The History Quill reserves the right to remove any posts or comments, or restrict the permissions of any member, at The History Quill's discretion.

Membership: platform

183. The History Quill Community is hosted on Circle. Participants are advised to read this platform's privacy policy.

Membership: administration and payment conditions

184. The membership fee is paid on a month-by-month basis and does not constitute a credit agreement or provision of credit. The first payment is taken when the client starts their subscription, and subsequent payments are taken automatically on the same date every month. There is no obligation on the members to subscribe for any longer than the first month.
185. If members do wish to subscribe for longer than the first month, they must continue to pay their subscription payments. The payment of each subscription payment will renew their access to the service for the following month, thereby also renewing their agreement to these terms and conditions for that month.

186. Payment should be made via credit or debit card.
187. The pricing of the monthly subscription payment is outlined on the membership page of The History Quill's website. The History Quill may adjust the fee at any time but must give one month's notice to current members.
188. These terms and conditions will not be binding on The History Quill or in effect until the first subscription payment is made. The History Quill may change these terms and conditions at any time, but they must give current participants one month's notice.

Membership: cancellation or removal

189. Clients have the right to cancel their membership subscription within 14 days of agreeing to these terms and conditions; in these circumstances, they can claim a full refund for any payment made. However, if the client takes part in a live masterclass or takes advantage of any member-only discounts during this period, no refund will be due.
190. Clients also have the right to cancel their membership subscription at any time after the 14 day cooling off period. However, they will forfeit the payment they have made for the current monthly subscription period.
191. The History Quill is permitted to terminate a client's membership if they violate the conditions for member conduct outlined above or, if for any other reason, we do not feel their participation is beneficial either for them or The History Quill. Under these circumstances, the member will forfeit the payment they have made for the current monthly subscription period. They will not have to pay for any subsequent months. They will not be refunded for any previous months. If they are still within their 14 day cooling off period, however, they will be refunded in full for any payments made, providing they have not taken part in a live masterclass or taken advantage of any member-only discounts during this period.

Membership: miscellaneous

192. For the avoidance of doubt, The History Quill Membership is a service and community for clients of The History Quill brand. Joining The History Quill Membership does not refer to, or entail, company membership of Fictive Pursuits LTD and does not involve any legal authority or responsibilities within the company.

OTHER BESPOKE PROJECTS

193. Other bespoke projects (i.e. projects that are not bespoke editing projects) may consist of whatever the client and The History Quill have mutually agreed in writing over email.

194. Before booking a bespoke service, the client must contact The History Quill via email to enquire about availability and suitability of our services. The slot for the service must be arranged over email by the client and The History Quill prior to booking and is binding on both the client and The History Quill.
195. The price of the work must be agreed between the client and The History Quill prior to booking. If the final price is unknown for any reason, for example because the word count is unknown, The History Quill will provide an estimate for the price that will be binding on both us and the client. If the parameters of the estimate are exceeded, The History Quill and the client must renegotiate a mutually acceptable price prior to payment of the balance. If a price cannot be agreed, The History Quill must refund any advance payment, provided we believe the client has acted in good faith.
196. Payment might consist of an advance payment due upon booking and a balance payment due upon submission of a manuscript or other materials, or it might consist of a payment in full at the time of booking. Payment must be made via debit/credit card.
197. The client has the right to cancel their booking within 14 days of agreeing to these terms and conditions; in these circumstances, they can claim a full refund for any payment made. However, if work begins within these 14 days, the client must pay for any work completed. If the client books an editing slot (defined as the time period between delivery of the manuscript and delivery of the finished edit) within the 14 day cancellation period, they are expressly consenting to The History Quill beginning work within the cancellation period and agree to pay the cost of any work completed.
198. The client may still cancel their booking after the 14 day cancellation period, but they will forfeit any payments they have made if they do so. The History Quill may cancel the booking at any point, but we must return any payment made by the client if we do so, unless the cancellation is triggered by the client's failure to provide their manuscript within one year or provide full payment.
199. If The History Quill has not provided the bespoke work by the agreed deadline, we will refund payment for the work. Disagreement with our conclusions or our decisions is not grounds for a refund. Refunds can only be requested within 30 days of completion of the work. After this time, no refunds will be given.

COPYRIGHT AND LIABILITY

200. The copyright of any manuscript, works, or materials that are submitted by the client/participant for editing work, as part of our programmes and workshops, or for any other purpose are the sole property of the client/participant. Neither The History Quill and its employees, officers, and subcontractors, nor the participants in our programmes and workshops, can claim intellectual property ownership over any manuscript, works, or materials submitted by clients/participants. The client/participant is free to use any ideas

provided by The History Quill and its employees, officers, and subcontractors, and by participants in our programmes and workshops, without providing credit or further compensation. The copyright of the expression of any such ideas within any works that result will be the sole property of the client/participant.

201. The responsibility for any manuscript, works, or materials submitted by the client/participant or resulting from our services, coaching programmes, and workshops also remains with the client. Therefore, the client/participant agrees to indemnify The History Quill and its officers, employees, and subcontractors, as well as other participants in our programmes and workshops, against any and all legal claims that result from any such manuscripts, works, or materials.

DATA AND CONFIDENTIALITY

202. Neither The History Quill, its employees, officers, relevant subcontractors, or the participants in our programmes and workshops may share, publish, or refer to any manuscripts, works, or materials submitted by the client/participant except insofar as it is necessary to fulfil the service concerned and for administrative purposes. Necessary sharing may include, for example, sharing with other participants in the same programme so that they can critique the writing, sharing with Google Drive for storage, sharing with ARC and beta readers if those services have been booked, and sharing with subcontractors in order to provide agreed services.
203. Client/participant data will be kept confidential except for sharing with necessary third parties as outlined in The History Quill's privacy policy, which can be reviewed online (<https://thehistoryquill.com/privacy-policy/>), and for sharing required for the fulfilment of the services concerned. If subcontractors are engaged by The History Quill, the client agrees to the sharing of their data and other relevant materials with these subcontractors, including the transfer of data and materials to the United States and other third countries if subcontractors are located there.

MISCELLANEOUS

204. The History Quill cannot guarantee the success of the manuscript, works, or materials of the client/participant following provision of our services, nor can we guarantee that we will identify every error. We cannot be held liable for errors we may have missed or any lack of success (including but not limited to lack of sales or lack of critical acclaim). We cannot be held liable for any errors or losses that occur as a result of the client/participant acting on our recommendations, and we cannot be held liable for any errors we make in respect of those recommendations. Nor can any other client or participant be held liable for another client or participant's lack of success, errors, or losses.
205. The History Quill is permitted to engage subcontractors to provide our services.

206. If any manuscript, works, or materials submitted cannot or should not be edited or worked on by us because they are not up to a sufficient standard, The History Quill reserves the right to decline the project. Any payments made by the client/participant will then be refunded in full, provided we believe the client/participant has acted in good faith.
207. The client/participant may not, except with explicit consent from The History Quill, publish any of our comments or any comments made by other clients or participants in relation to their writing, including (but not limited to) in marketing material for their books.
208. Our services, programmes, and workshops are conducted in English. By agreeing to these terms and conditions, the client/participant warrants that they can write proficiently in English and will use English to participate in any programmes, services, and workshops (aside from reasonable, occasional use of non-English words in their own submissions). They agree that not being able to write proficiently in English – as judged by The History Quill – or not using English in the course of their participation in our services, programmes, and workshops is grounds for cancellation. The terms of any refunds will be determined by The History Quill on a case-by-case basis.
209. Participants must be at least 18 years old and capable of entering into contracts in order to use our services or participate in our programmes and workshops. Accordingly, by agreeing to these terms and conditions, the client/participant warrants that they are at least 18 years old and capable of entering into contracts.
210. If any client/participant submits work, materials, or books to us that clearly promote views that are not worthy of respect in a democratic society, not compatible with human dignity, or in conflict with the fundamental rights of others, we retain the right to cancel the project concerned or their participation in the relevant programme or workshop. The terms of any refunds will be determined by The History Quill on a case-by-case basis.
211. Any part of these terms and conditions can be changed by mutual agreement in writing (over email) between The History Quill and the client/participant. Any such changes will then be binding as part of these terms and conditions.
212. Any payment amount specified on our website that pertains to services in these terms and conditions may be reduced or increased by The History Quill by mutual agreement with the client/participant in writing (over email). The altered amount will then become binding as part of these terms and conditions.
213. The History Quill only accepts clients/participants who are resident in the United Kingdom, the European Union, the United States, Canada (excluding Saskatchewan), Australia, New Zealand, and South Africa. Anyone not resident in this group may not book with us.

214. We accept three payment currencies: USD, GBP, and EUR. The currency you pay in will depend on your country of residence. People resident in the UK will pay in GBP, people resident in the EU will pay in EUR, and people resident in the USA, Canada, Australia, New Zealand, and South Africa will pay in USD.