

Updated 1st May 2019

GENERAL TERMS & CONDITIONS

TLP: means the business owner-operator of The Literary Professionals and/or any third party freelance service providers enlisted by the business owner.

The Service: means the piece of work e.g. 'Marketing Plan', 'Manuscript Assessment' etc that you purchase from The Literary Professionals and are invoiced for by TLP following agreement to proceed.

The Work: means the service(s) that the Literary Professionals (TLP) carry out for you as described on the TLP invoice following agreement to proceed.

Your Work: means the book, manuscript or book proposal you submit to us.

Acceptance: Payment of the appropriate fee for the work or the initial deposit constitutes instruction to commence the project and acceptance of these terms and conditions. Irish law applies. Terms and conditions of business are subject to change. Failure to make the correct payments will result in the work being cancelled.

Accounts & Passwords: Accounts and passwords created for clients in the course of consultancy services or projects by TLP will remain the property of the client at all times, including email accounts. Passwords and/or login information will be made available to the client upon creation of same so that they may access at any time during the contracted period of service. As it is good practice not to share passwords we do recommend that these are updated on a regular basis and in particular upon completion of joint projects.

Add-Ons: TLP offer a range of additional add-ons to suit most budgets. These range from additional services in the areas of digital marketing, public relations, website development, copywriting and more. These services are always quoted for as add-ons and are not typically, unless otherwise stated, included in the initial Service quoted and or/provided.

Alteration/Amendments: TLP reserve the right to make changes to our services, policies, and these terms and conditions at any time. The client will be subject to the policies and terms and conditions of use in force at all time. If you breach these conditions and we take no action, we will still be entitled to use our rights and remedies in any other situation where you breach these conditions.

Cancellation: In the event of cancellation by the client prior to the completion of the work, all payments made at that date will be non-refundable unless otherwise dictated by The Literary Professionals. TLP may at any time terminate this contract immediately and return the appropriate portion of unearned fees to the client.

Copyright and Confidentiality: The copyright of your work is automatically yours and remains yours at all times. Your work will be treated in the strictest confidence. All manuscripts received by TLP will be kept private and confidential. All information and reports received by the client from TLP including but not limited to the Marketing Plan, emails, telephone calls etc are confidential, copyright and subject to the following conditions: All information provided by TLP to the client is the intellectual property of TLP. The client may not reuse/share/copy/record/replicate any of the information provided by TLP without our express prior written permission. All information supplied by TLP is subject to both Copyright and Database Rights under the Copyright and Related Rights Act 2000. You should not disclose any contractual or operational techniques of TLP to any third party. You shall not use The Literary Professionals' name or details or that of any of its personnel or associates in any publicity or disclose them to third parties without our express prior written consent. On occasion TLP may wish to submit a manuscript to an agent or publisher on behalf of a client but explicit written permission will be sought prior to any submission being made.

Delivery Dates: TLP provide a delivery date(s) and/or timeline for clients for guideline purposes only. Guideline delivery dates/timelines are often issued prior to the work being examined thoroughly and so we advise clients that flexibility is required in this regard. We aim to deliver as close as possible to the date(s) provided but cannot guarantee this due to the nature of the work involved.

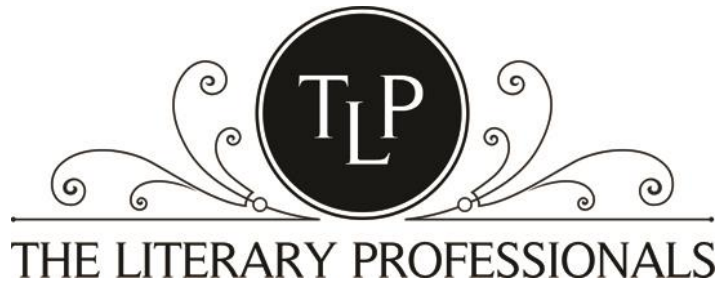
Guarantees: TLP do not guarantee acceptance by agents or publishers of the client's work at any stage. TLP do not make any guarantees about the type of results and outcomes that can be expected following completion of the Work. We work with KPIS and very clear and efficient objectives but cannot make any guarantees about the results due to the nature of this type of work and the industry it is situated in.

Indemnity: The client agrees to indemnify TLP against any claims or legal proceedings arising from any use of the service under this contract relating to your Work (including but not limited to claims in respect of defamation, breach of copyright or other intellectual property right infringement) which are brought or threatened against us by another person.

THE LITERARY PROFESSIONALS

Phone: +353 (0)86 606 9313 | email: info@tlp.ie | www.theliteraryprofessionals.ie

The Literary Professionals is the registered business name of Emma Walsh T/A Walsh Communications. Terms and Conditions apply.



Intellectual Property Rights: The documents, files and work provided to the client from TLP, including but not limited to images, text, photographs, designs, icons and illustrations, except those already covered by existing copyright and intellectual property protections, are the property of TLP. All ideas, content and other physical and intellectual matter compiled and created and developed by TLP shall remain the property of TLP and no transfer of ownership is granted or implied. All copying and distribution of any of the information, documents and files supplied by TLP is strictly forbidden.

Liability: In performing any obligation under this contract, the duty of TLP is only to exercise reasonable care and skill and service the client to the best of our ability with the current circumstances. If TLP cannot do what we have promised in the contract because of something beyond our reasonable control we will not be liable for this.

Management of Expectations: Whilst TLP endeavour to deliver expert, effective and result-orientated reports and work outcomes unfortunately we can in no way guarantee the effective implementation of these plans and services nor can we make any guarantees as to the ultimate outcomes of these efforts. Thus, it is important to state that all our plans are created from a place of Best Endeavours. We will always endeavour to provide the best service for you but cannot make any guarantees about the outcomes once the work is complete.

Payment Terms: All quotations provided by TLP are valid for 30 days only unless otherwise stated. Payment of deposit or full payment implies the client's full acceptance of TLP's terms and conditions. Deposits are non-refundable. Payment is by cheque, PayPal or bank transfer only. Payment by cheque: Please make cheques payable to Emma Walsh T/A Walsh Communications. Payment via PayPal: www.paypal.me/thelitprofs. Bank transfer: Bank of Ireland, IBAN: IE61BOFI90060740896948 BIC: BOFIIIE2DXXX. Please reference payment with the invoice number or client reference. No more than two reminder notices will be provided and where a payment is not received in line with our credit terms after which time, such invoices will be forwarded to a third party. We reserve the right to add interest where applicable following the second reminder notice. Packages purchased via our website will be subject to full payment in advance via PayPal without exception. Should you wish not to purchase via PayPal please contact us to discuss alternative options. Additional charges to any third party service providers are not covered by TLP and in most cases will be charged directly to you by any specified third parties.

Retention of Title: The content and services provided by us remain the property of TLP until full payment has been received.

Service: TLP agree to provide you with the service in accordance with the terms and conditions outlined here. TLP make no guarantees or assurances about the service provided. TLP may temporarily suspend the whole or any part of the service for any reason at our sole discretion.

Variation of Terms and Conditions: TLP may modify these Terms and Conditions at any time, such modifications becoming effective immediately. By continuing to use our Services you will be deemed to accept such modification(s).

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