

the BluePencils

Terms & Conditions

Story · Structure · Soul

Effective date: January 15, 2025

Welcome to the BluePencils. These Terms and Conditions govern your use of our website and all editorial services we provide. By accessing our site or engaging our services, you agree to be bound by the terms outlined below. Please read them carefully. If you do not agree with any part of these Terms, you should not use our services.

1. Definitions

- **'Client'** refers to the individual or entity requesting services from the BluePencils.
- **'Services'** refers to all editing, writing, reviewing, translation, mentorship, and consulting services provided by us.
- **'Manuscript'** refers to the document(s) submitted by the Client for editorial attention.
- **'We,' 'Our,' or 'Us'** refers to the BluePencils and its team of editors and collaborators.

2. Scope of Services

We offer the following services:

- Developmental Editing
- Substantive Editing
- Line Editing
- Copy Editing
- Proofreading
- Manuscript Assessment
- Ghostwriting (Fiction and Memoir)
- Query Letter & Synopsis Review
- Translation (Hindi ↔ English)
- Book Writing Mentorship

The scope, fee, and delivery timeline for each project will be mutually agreed upon in writing prior to commencement of work.

3. Client Responsibilities

Clients are expected to:

- Provide clear, accurate, and complete project instructions before work begins.

- Confirm that they hold the rights to the manuscript submitted, and that it is their original work or that they have the legal authority to commission editorial services on it.
- Disclose if any portion of the manuscript contains AI-generated content.
- Submit manuscripts in editable Word format (.doc or .docx) unless otherwise agreed in writing.
- Respond to queries and clarification requests in a timely manner to avoid project delays.
- Make payments according to the agreed milestones and schedule.

4. Confidentiality

All manuscripts, correspondence, and project details shared with the BluePencils will be treated as strictly confidential. We will not disclose your work, ideas, or personal details to any third party without your explicit written consent.

Non-Disclosure Agreements (NDAs) are available upon request and can be signed before work commences. Any team members or collaborators who access a manuscript in the course of their work are bound by the same confidentiality obligations.

5. Copyright and Ownership

The Client retains full copyright of the original manuscript at all times. The BluePencils claims no rights, ownership, or licence over any content submitted by the Client.

Our editorial contributions—including tracked changes, margin comments, and written feedback—are considered 'work-for-hire' and become the property of the Client upon receipt of final payment, unless otherwise agreed in writing.

The BluePencils retains the right to use its own editorial methodology, anonymised techniques, and general professional knowledge developed during engagements for internal training and professional development purposes. This does not include the Client's manuscript, characters, story, or any identifiable content.

6. Plagiarism and AI Disclosure

We do not knowingly edit plagiarised content or manuscripts that are substantially AI-generated without prior disclosure. Clients are responsible for the originality and authenticity of all work submitted.

If a manuscript contains AI-assisted passages, the Client must declare this before work begins. Failure to disclose may result in termination of the engagement without refund.

7. Payments and Refunds

- A 60% advance payment is required before work commences. The remaining 40% is due upon final delivery of the edited manuscript.
- Payments are accepted via UPI (India), Razorpay, or PayPal.
- No refunds are issued once editorial work has commenced, except under rare circumstances agreed to in writing by both parties before the project begins.

- Invoices unpaid beyond 14 days of the due date will attract a late payment surcharge of 5% per month on the outstanding balance, calculated from the due date until the date of payment.
- The BluePencils reserves the right to suspend ongoing work on a project if payment is not received within the agreed timeline.

8. Turnaround Time and Revisions

Turnaround times are estimated based on the word count, service type, and current workload, and will be confirmed in writing before work begins. We strive to meet all agreed deadlines. However, the BluePencils shall not be held liable for delays arising from circumstances beyond our reasonable control (see Section 13: Force Majeure).

One round of minor revisions is included within 10 days of final delivery. 'Minor revisions' refers to clarificatory queries, typographical oversights, or small adjustments arising directly from the original brief—not changes to the brief itself, structural reorganisation, or rewriting of sections not originally in scope. Revision requests that materially expand or alter the original scope will be quoted separately.

9. Limitation of Liability

- While we take every measure to ensure the quality of our editorial work, *the BluePencils* does not guarantee publication, literary agent interest, or commercial success.
- We are not responsible for any consequential, indirect, or incidental damages or losses arising from the use of our edits, feedback, or suggestions.
- Our total liability in connection with any project is limited to the amount of fees paid by the Client for that specific project.

10. Testimonials and Portfolio Use

With explicit written consent from the Client, *the BluePencils* may use brief testimonial excerpts or anonymised project details for promotional purposes on our website or marketing materials. No manuscript content, author name, or identifiable project information will be shared publicly without prior written approval.

11. Termination of Services

The BluePencils reserves the right to decline or discontinue services if:

- The submitted content violates ethical, legal, or professional standards.
- The Client is abusive, uncooperative, or persistently fails to meet agreed payment obligations.
- Material misrepresentation is discovered regarding the nature or ownership of the manuscript.

In the event of termination, all work completed up to the date of termination will be delivered to the Client and invoiced on a pro-rata basis.

12. Dispute Resolution

In the event of a dispute arising from or in connection with these Terms or our services, both parties agree to attempt resolution in good faith through the following process:

- **Step 1—Informal resolution:** The aggrieved party notifies the other in writing. Both parties will attempt to resolve the matter within 30 days of notification.
- **Step 2—Mediation:** If informal resolution fails, both parties agree to seek resolution through a mutually agreed mediator before initiating legal proceedings.
- **Step 3—Litigation:** If mediation is unsuccessful, disputes will be subject to the exclusive jurisdiction of the courts located in Nainital, Uttarakhand, India, under the laws of the Republic of India.

13. Force Majeure

The BluePencils shall not be held liable for any failure or delay in performing its obligations where such failure or delay results from circumstances beyond our reasonable control, including but not limited to: illness or medical emergency, technical or internet failure, natural disaster, civil unrest, power outage, or other events that could not reasonably have been anticipated or prevented.

In the event of a Force Majeure situation, we will notify the Client as promptly as possible and work collaboratively to agree on a revised timeline. Where an extended delay makes completion impractical, the Client will be invoiced only for work completed to that point.

14. Governing Law

These Terms and Conditions are governed by the laws of the Republic of India. Subject to the dispute resolution process outlined in Section 12, any legal proceedings shall be subject to the exclusive jurisdiction of the courts located in Nainital, Uttarakhand, India.

15. Modifications to These Terms

The BluePencils reserves the right to update or modify these Terms at any time. For active clients, material changes will be communicated by email with a minimum of 14 days' notice before taking effect. For general website visitors, continued use of the site following the posting of revised Terms constitutes acceptance of those changes. We encourage all users to review this page periodically.

16. Contact Us

For any questions, concerns, or clarifications regarding these Terms, please write to us at:

contact@thebluepencils.com

We aim to respond to all correspondence within 3 business days.