

## **Terms of Service Agreement - Swish Design & Editing as at June 2015**

Refer to Swish Design & Editing's website for up to date Terms of Service Agreement.

### *1. Acceptance of Service Agreement*

When contracting the services of Swish Design & Editing, it implies acknowledgment and acceptance of Swish Design & Editing's service agreement as detailed in this document. Payment of any Invoice acknowledges you have read and agreed to the terms and conditions related to this document and/or on the company website.

### *2. Rights & Confidentiality*

Copyright, publishing rights and all work shall remain the property of the Author. Swish Design & Editing acquires no rights of ownership to the work in this Agreement.

Confidentiality (written or oral) for this project will be maintained at all times with Swish Design & Editing.

### *3. Delivery of Work*

The author will deliver the work to Swish Design & Editing, in Word format by email to [info@swishgrafix.com.au](mailto:info@swishgrafix.com.au) or [kay.osborn@swishgrafix.com.au](mailto:kay.osborn@swishgrafix.com.au)

### *4. Payments & Refunds*

Swish Design & Editing's preferred payment method for all services is PayPal.

All payments should be made by the Author to Swish Design & Editing using PayPal services/cheque/money order and made payable to Swish Design & Editing. Once editing has commenced, all fees must be paid.

Failure to pay your Invoice revokes any rights you have to the editorial changes (including proofreading) and/or formatting in your supplied manuscript.

### *5. Indemnity*

It is Swish Design & Editing's responsibility to offer fair advice and suggestions to the author, regarding how to improve and where to improve their work. Any legally questionable material will also be notified by Swish Design & Editing as soon as it's discovered. However, whilst we will make every effort to find questionable material and bring it to the attention of the Author, the Author agrees to indemnify Swish Design & Editing from any and all claims, including legal fees, arising out of any alleged defamation or copyright infringement committed by the Author who created the work in question.

### *6. Termination of Agreement*

Either party has the authority to terminate the agreement at any time, without cause, by giving the other party fourteen (14) days written notice.

## *7. Requests for Re-editing*

Authors agree to resolve any questions, problems, concerns or disputes regarding the quality of their completed, edited manuscript, by formally submitting a written request for a re-edit.

When submitting for re-edit, all questions, problems, concerns or disputes must be outlined in detail so Swish Design & Editing can quickly resolve the issue or concern. This will be handled as quickly and professionally as possible.

Re-edit will include any problems consisting of spelling, grammar, punctuation and editorial changes or possible mistakes during the editing process. As such, it will not include any re-edited work required by the Author after delivery of service.

## *8. Submitting Manuscripts*

Authors agree to the set fee per word for the manuscript or previously discussed set amount. If a proofread is agreed, and the manuscript requires a more thorough edit, Swish Design & Editing will inform the Author and stop the proofreading process.

Authors can provide three chapters of your manuscript to Swish Design & Editing for evaluation and subsequent charges can be discussed if required.

Swish Design & Editing reserves the right to refuse the manuscript if it considers that the work required is considerably more than normal.

## *9. Editing*

Editing will be done in two stages, the first edit finds the most errors but not all. The second edit picks up any issues that were not raised by the first edit. A final scan will be performed to ensure that there are no glaring issues.

Swish Design & Editing guarantees the work will be professionally presented and edited. However, Swish Design & Editing will not be held responsible for any issues that may still be present in the manuscript. This includes indemnity from legal action by the Author.

## *10. Acknowledgement*

The Author agrees to acknowledge the editing work, in their online or printed published work, of Swish Design & Editing.

## *11. Author Responsibility*

Swish Design & Editing will make every effort to ensure that your manuscript is the best it can be, including having it corrected and back to you for publication as quickly and accurately as possible. However, careful proofreading for completeness and accuracy of your final edit is solely the Author's responsibility, and any remaining editing errors or omissions are ultimately the Author's responsibility.

## *12. Formatting*

All care is taken to ensure that your formatted eBook is at the best possible standard for Amazon eBook formatting. Your eBook is thoroughly checked using the 'convert' method and is sent to Kindle for page by page checking before being returned to you. Any issues you find with the format should be notified to us in writing as soon as possible and we will rectify the problem. However, no responsibility will be accepted by Swish Design & Editing for any errors of omissions caused by us or by the author.

It is highly recommended that you do not open, nor change anything in the formatted manuscript without returning it to us for re-checking. The smallest change can affect the way the images and or text is displayed.

It is highly recommended that if you have had your manuscript formatted by us for CreateSpace (paperback version) that you purchase a "Proof" copy of the finished book for checking. No responsibility will be accepted if you purchase multiple copies of paperback versions and subsequently find errors or omissions.

*Whilst every care is taken by Swish Design & Editing to ensure the best possible paperback format, we will accept no responsibility for errors or omissions either caused by us or by the author for printed paperback versions under any circumstances.*