



## Terms and Conditions

We are: WriteStars Ltd (company registration number 08270831).  
Our address is: 43 Berkeley Square, Mayfair, London, W1J 5FJ .  
We can be contacted at: by post at the address given above;  
by email at [info@writestars.co.uk](mailto:info@writestars.co.uk); or  
by telephone on 0203 078 7825.  
You are: a user of Our Services.

This document contains a lot of information some of which is legal in nature. We have tried to make this as clear as possible and would encourage you to read this carefully before you submit your work to Us and use Our Services. When you request Us to provide Our Services to you you agree to be bound by these Terms and Conditions.

### 1. Meanings of words used by Us

“Agreement” is a reference to these Terms and Conditions and the [Privacy Policy](#);

“Flying Edits” is a reference to the editing and mentoring service that We provide which involves undertaking a critique of your copy, outlining the major points that need to be addressed and suggesting changes where appropriate;

“Service” or “Services” is a reference to the editing, writing, mentoring and tutoring services that We offer in the following areas which include journalism, feature writing, travel writing, non-fiction writing, romantic fiction, poetry and creative writing or such other areas that We may offer to you via Our Website;

“Terms and Conditions” means this document and any updates to the document which are displayed on Our Website;

“We”, “Us” and “Our” are references to WriteStars Ltd and any sub-contractors or agents that it may use; and

“Website” is a reference to this website, [www.writestars.co.uk](http://www.writestars.co.uk), which is run and operated by Us and on which these Terms and Conditions are displayed; and

“Writer”, “you”, “your” and “yours” means you the person using this Website and/or the Services.

### 2. How to request Our Services

**Getting a quote:** You may request a quote from Us by calling Us or by sending Us an email with details of the Services that you require together with the piece of work or an excerpt thereof that you would like to have edited or by discussing your requirements with us. We will then respond to you with a quote for the Service or if We are unable to provide the Service We will notify you of this and the reason. We will also supply you with a unique project number for your work. Our quotation will be valid for 14 days.

**Flying Edits:** If you wish to use Our Flying Edits Service then you may do so by ordering this Service from the Website and following the instructions or by calling or emailing WriteStars.

You must be over 18 years of age to use Our Services. If you are under the age of 18 years then you must obtain your parents or guardian’s consent before you request the Services.



### 3. Our Services

**What We do:** We offer a wide range of editing, writing, mentoring and tutoring services to Our clients. These range from providing a line for a lyric or a joke for a speech to editing an entire book or teaching a client how to write effectively as a journalist, travel writer, author, poet etc. We aim to be as responsive as possible to Our Writers' needs. Once We have agreed with you what it is that you need to have done to your work or what it is that you wish Us to write for you, or help you with, We will select an editor who is best suited to that particular field to undertake the work. The editor may contact you directly to get a better understanding of what you want to achieve. We will also agree a fee with you in advance for the Service and this is to be paid in advance, unless otherwise agreed in writing.

**What We don't do:** Due to the timescales involved, We do **not** undertake checks of your work for plagiarism or to ensure that you have not breached copyright or infringed any party's intellectual property rights. We will take reasonable care to avoid breaches or infringement however this is entirely your responsibility. You must ensure that all facts and quotations are correctly stated and referenced. It is your responsibility to ensure that the final copy is not defamatory and meets all relevant legal requirements.

**Type of work accepted:** We accept most types of work however We do reserve the right to refuse to accept a piece of work where We consider that We will not be in a position to improve the writing or where in Our reasonable opinion We consider the work to be illegal, defamatory, obscene, abusive, offensive or otherwise unlawful or objectionable, gratuitously pornographic or in breach of copyright.

### 4. Fees and Payment

**Fees:** We will charge you the fee which We have agreed in Our quote for the Services that We undertake for you.

**Payment:** You will be required to pay Us in advance prior to Our starting the Service. Payment can be made by debit or credit card via PayPal, by cheque or by bank transfer to Our nominated bank account. Further details of how to pay will be provided on Our invoice for the Services. None of Our Services will be provided to you until such time as payment has been made or your cheque has cleared.

**Your details:** We will take all reasonable care, in so far as it is in Our power to do so, to keep the details of your payment secure, but in the absence of negligence on Our part We cannot be held liable for any loss you may suffer if a third party procures unauthorised access to any data you provide when emailing information to Us or accessing the Website.

### 5. Cancelling Our Services

**Cancellation by you:** If you are buying the Services as a "consumer" that is, not in the course of business, then you are entitled to cancel the contract and these Services under the Consumer Protection (Distance Selling) Regulations 2000 (the "Distance Selling Regulations"). In order to do so you must cancel the contract within 14 calendar days from either:- (a) the date the contract is



formed; or (b) the date you receive confirmation that the contract is formed from the Company, whichever is the later. If you order Our Services through Our Website and click on the Buy Now button or if you decide to accept a quotation for the Services and to pay Us then you will be waiving your right to cancel the Services under the Distance Selling Regulations and confirming to Us that you consent to the Services being provided by Us following payment.

**Cancellation by Us:** We may cancel or suspend the Service that We are providing to you if We reasonably consider that you have acted in breach of these Terms and Conditions.

## 6. Your Information

**Publishing your work:** Where We consider that work We have seen would be of interest to Our Writers We may publish an extract of this on Our Website. Prior to any publication of your work We will contact you for your permission to use your work in the manner described.

**Your personal data:** Where We have requested information from you to provide the Services, you agree to provide Us with accurate and complete information.

You authorise Us to use, store or otherwise process your personal information in order to provide the Services to you and for marketing purposes (the "Purpose"). The Purpose may include the disclosure of your personal information to third parties from time to time where this is required by law or in order to provide the Service to you. We do not pass on or sell your contact details to third parties for marketing purposes other than in accordance with Our [Privacy Policy](#).

All personal data is stored and managed in accordance with Our [Privacy Policy](#).

## 7. Complaints about Our Service

We hope that you will not have any complaints about Our Services however if you do have an issue please contact Us at [info@writestars.co.uk](mailto:info@writestars.co.uk) and We will do Our best to respond within 5 business days and to resolve the issue to everyone's reasonable satisfaction.

## 8. Our Website

The information, content and material available on the Website may vary from time to time without notice to you. This is in order to ensure that the Website is as up to date as possible. We aim to have the site available at all times, however, you will appreciate that We cannot guarantee this or that it will be error free and We cannot accept liability for any issues that this may cause. We aim to keep the Website as up to date as possible.

Where there are links on Our Website to third-party websites these are either due to such third party providing a service to Us or you or where We believe that such third-party website may be of interest to you. We do not represent the quality of the goods or services provided by such third parties nor do We have any control over the content or availability of such sites. We cannot accept any responsibility for the content of third-party websites or the services or goods that they may provide to you.



## 9. Who Owns What

**Your work:** The intellectual property rights in any of the work that you send to Us shall always remain with you unless there is a previous agreement between WriteStars and you such as for ghostwriting purposes. You grant to Us a limited licence to use such work during the course of providing the Service to you.

**Our intellectual property rights:** All copyright, design rights, patents, inventions, logos, business names, trading names, service marks and trademarks, internet domain names, moral rights, rights in databases, data, source codes, software, specifications, know how, processes and business methods (in all cases whether registered or unregistered and including all rights to apply for registration) in and relating to this Website (including information, content, material or data displayed on it) belong to Us or Our licensors and all such rights are reserved. The collection, arrangement and assembly of all content on the Website is the exclusive property of WriteStars and is protected by copyright. You must not modify, copy, reproduce, upload, post, transmit or distribute by any means or in any manner whatsoever, any material or information or download from Our Website unless expressly invited to do so.

Once We have received payment in full for the Service that We provide to you the intellectual property rights in the content that We supply to you as part of the Service shall vest in you automatically.

## 10. Disclaimer and limits to Our liability

**Limits on Our liability:** We do not restrict Our liability to you for personal injury or death arising as a result of Our direct negligence, for fraud committed by Us or for any other matter which it is unlawful to limit or exclude. We disclaim any and all liability to you for the supply of the Services to the fullest extent permissible under applicable law. This does not affect your statutory rights as a consumer. If We are found liable for any loss or damage to you such liability is limited to the fee for the Services which you have paid to Us. We cannot accept any liability for any loss, damage or expense, including any direct or indirect loss such as loss of profits, to you howsoever arising.

It is your responsibility to ensure that all of the work supplied by you to Us is your own material and that you have not infringed any third party's copyright or any other intellectual property right and that you have acted in compliance with the law and that the work is not defamatory. We cannot accept any liability to you for any loss, damage, cost or expense, whether direct or indirect, that you may incur as a result of infringing the intellectual property rights of a third party as a result of the work you have produced. It is also your responsibility to ensure that all references used in your material are correct and appropriate research into your subject material has been undertaken. We cannot accept any liability for any loss, damage, cost or expense, whether direct or indirect, that you may incur as a result of including inaccurate references or a failure to undertake appropriate research into the subject material.

**Indirect or inconsequential losses:** We do not accept liability for any indirect loss, consequential loss, loss of data, loss of income or profit, loss or damage to goodwill, loss or damage to property and/or loss from claims of third parties arising out of the use of the Website or Our Services.



**No warranty or guarantee:** Your use of the Website and the Service is without any warranty or guarantee and is entirely at your own risk. We make no guarantee that it will be suitable for your intended use.

**The Website:** We do not accept any liability for any delays, failures, errors or omissions or loss of transmitted information, viruses or other contamination or destructive properties transmitted to you or your computer system via Our Website.

Great care has been taken to ensure that the information available on this Website is correct and error free. We apologise for any errors or omissions that may have occurred. We cannot warrant that use of the Website will be error free or fit for purpose, timely, that defects will be corrected, or that the site or the server that makes it available are free of viruses or bugs or represents the full functionality, accuracy, reliability of the Website and We do not make any warranty whatsoever, whether express or implied, relating to fitness for purpose, or accuracy

**Acts of God:** We shall not be held liable for any failure or delay in performing Services where such failure arises as a result of any act or omission which is outside Our reasonable control such as an act of God or those of third parties.

**Security breaches:** We have taken all reasonable steps to prevent internet fraud and ensure any data collected from you is stored as securely and safely as possible. However, We cannot be held liable in the extremely unlikely event of a breach in Our secure computer servers or those of third parties.

**Your liability to Us:** By agreeing to these Terms and Conditions you agree to fully indemnify Us on demand and hold Us harmless against any losses, damages, costs (including all reasonable legal and administrative costs) and expenses, including all consequential losses such as loss of profit, loss or damage to goodwill or reputation, and/or loss from claims of third parties or any Writers (including, without limitation, any claim of copyright infringement, libel, defamation or breach of confidentiality) suffered or incurred by Us as a result of (i) your breach of these Terms and Conditions and/or (ii) the work submitted by you.

## 11. General legal points

**Ability to transfer or subcontract:** We may subcontract any part or parts of the Services that We provide to you from time to time and We may transfer Our rights and/or obligations under this Agreement without your consent or any requirement to notify you. When providing the Services to you We will use freelance writers, journalists, editors, tutors or other freelance experts as appropriate. You may not transfer or subcontract your rights and obligations under this Agreement without Our consent.

**Changes to the Terms and Conditions:** We may alter or vary the Terms and Conditions at any time. Any variations or updates to these Terms and Conditions will be published on Our Website. You will be deemed to accept the latest version of the Terms and Conditions when you use Our Services.



**Entire Agreement:** The Terms and Conditions together with the Privacy Policy constitute the entire agreement between you and Us. No other terms whether expressed or implied shall form part of this Agreement. In the event of any conflict between these Terms and Conditions and any other term or provision, these Terms and Conditions shall prevail.

**Invalidity:** If any term or condition of Our Agreement shall be deemed invalid, illegal or unenforceable, We agree that such term or condition shall be deemed to be deleted and the remainder of the Agreement shall continue in force without such term or condition.

**Jurisdiction and English Law:** These Terms and Conditions and Our Agreement shall be governed by and construed in accordance with the laws of England and Wales. The parties hereto submit to the exclusive jurisdiction of the courts of England and Wales.

**Waiver:** No delay or failure on Our part to enforce Our rights or remedies under the Agreement shall constitute a waiver on Our part of such rights or remedies unless such waiver is confirmed in writing.

**Rights of Third Parties:** It is not intended that the undertakings and obligations of the parties set out in this document shall be for the benefit of and capable of being enforced by any other person by virtue of the Contracts (Rights of Third Parties) Act 1999.