

Edelheron Lektorat – Maike Edelhoff & Anja Heron Lind GbR
Windthorststr. 31
51373 Leverkusen
Germany

Leverkusen, 05.12.2018

Our Data Protection Agreement may be found at edelheron.de/en/data

1 Applicability

- a) These terms and conditions apply to all business relationships between Edelheron Lektorat – Maike Edelhoff & Anja Heron Lind GbR (henceforth 'Edelheron') and any potential client, and are intended to encompass work done in the areas of proofreading, copy-editing and other forms of textual work.
- b) These terms and conditions will be made known to the client at the time of commission. The extant version of these terms and conditions at the time a given contract was engaged will remain valid and applicable for the full length of this given business relationship. Edelheron reserves the right to update or change these terms and conditions at any time and without notice. Clients engaged in existing business relationships with Edelheron will be given four weeks to object to any changes. If no objection is made during this period, the new terms and conditions are considered to be accepted, and replace the previous extant version for the remainder of the business relationship.
- c) Changes, additions and any supplementary agreements must be made in writing and must be agreed upon by both Edelheron and the client.
- d) In the interpretation of these terms and conditions, the German version shall be considered decisive.

2 Our Services

- a) Edelheron's services encompass predominantly the examination, correction and editing of varying forms of text in the areas of orthography, punctuation, grammar and other mistakes in language usage ('Proofreading') alongside working on style, structure, consistency, readability and suitability for a given audience ('Copy-editing').
- b) On request, Edelheron offers other textual services – e.g. translation, transcription and copywriting – for which individual contracts will be arranged. Edelheron does not offer academic ghostwriting.
- c) The primary aim of Edelheron's services is the greatest reduction of mistakes possible in order to aid the production of a text highly suitable for its professional context. While these services

are carried out to the highest standard possible, Edelheron cannot guarantee the production of a text that is entirely without faults or mistakes.

- d) Edelheron's services do not include a substantive and expert analysis of a given text; the content of the text is the responsibility of the client. All numerical values are deemed to belong to the content of a text; the correct conversion of numbers, measurements and currencies are thus the responsibility of the client. The responsibility of the client extends to all parts of the text that are not written in Latin script.
- e) Corrections, additions and comments are included within a text file as standard. Corrections on paper must be explicitly requested by the client prior to the agreement of a contract.
- f) Unless otherwise stated in the quotation or offer, the expected delivery time of any content is seven days after the initiation of the contract. Edelheron offers an Express Service for urgent assignments that instead guarantees a return time within 48 hours. The client should note that this Express Service and the resultant time pressure can affect the results of the work performed.

3 Contractual Terms

- a) All quotations and offers provided by Edelheron are non-binding, and Edelheron cannot be held to these quotations or offers if they contain mistakes or obvious errors.
- b) Commissions must be sent in writing, either via e-mail or via post, and contain where relevant the text to be edited, a description of the desired services and require the full name and postal address of the client. Edelheron will, where relevant, offer an open and non-binding quotation. A quotation is valid for 4 weeks from the date it is sent if not otherwise stated. A contract for provision of services is only binding after both Edelheron and the client have confirmed it in writing and a start date has been agreed upon.
- c) Edelheron reserves the right to reject a commission without reason. Edelheron reserves the right to, at any time during the contract period, refuse the job and terminate the contract if it becomes clear that the work promised is infeasible or cannot be carried out to an acceptable standard for any reason.
- d) If during the contract period it becomes necessary to amend or supplement the contract in order for it to be properly executed, Edelheron and the client will confer and reach written agreement on any necessary modifications of the contract.

4 Prices and Payment

- a) The prices extant at the time of commission are the applicable prices for any given contract. The current list of prices is available to view on the Edelheron website. The prices cited on the Edelheron website and in Edelheron's quotations and offers are gross prices as pertains to the Kleinunternehmerregelung § 19 UStG; no sales tax (VAT) is collected and is thus not present in the prices given. The price list may be changed without notice. All per-page prices apply to the

'norm-page' of 1500 characters including spaces and footnotes. The minimum order is 30 €. The precise total to be paid can be found on the quotation.

- b) Special offers are governed by the terms specified in the offers. Special offers or conditions from previous contracts do not automatically carry over to new contracts. The price and conditions of any given contract are only applicable to this contract.
- c) Edelheron reserves the right to a down payment of half the total contracted cost should the price of a contract exceed that of 750 €. Edelheron reserves the right to advance payments for contracts with a longer delivery time or to request partial payment for finished texts or work within the period of this contract. For contracts with many smaller parts a monthly invoice may be arranged.
- d) All prices correspond to the digital editing and transferral of texts. The printing and sending costs of paper corrections is the responsibility of the client.
- e) Edelheron will send the bill alongside the completed product and payment must be made in full within 10 days of the receipt of this bill. In case of a revision period, the payment period begins with the receipt of the revised text. If payment has not been received in full by the due date, the client is considered in default.
- f) If the client is in default during the course of a longer project with prearranged installments, Edelheron reserves the right to stop working until payment is made.

5 Responsibilities of the Client

- a) The client assumes sole responsibility for the correctness of all transferred data and information at the time of commission. The client is obliged to transfer all information and material required for successful completion of a contract. Information that the client is required to transfer is as follows: personal data; the scope of services; the purpose of the work; and, where necessary, required date of completion and plans for publication. Specific spellings or terminology must be agreed in writing by both the client and Edelheron and the client assumes responsibility for transferring the relevant documentation required to successfully complete this request.
- b) The client is obliged to aid in the clarification or removal of unclear formulations and statements. If the client does not comply with this responsibility, the right of the client to complain after the completion of the contract is forfeited.
- c) The client acknowledges with the transferral of data to Edelheron that they are in accordance with copyright laws and that the data provided does not violate the rights of third parties or otherwise is in violation of the law. Edelheron reserves the right to withdraw and cancel a contract at any time if there is suspicion of wrongdoing. Work that has been completed until the point of withdrawal will be paid for as agreed. The client absolves Edelheron of responsibility from all legal claims made by third parties with regard to the aforementioned violations. The client assumes responsibility for cost of necessary legal representation.

- d) Edelheron's corrections do not in any way represent co-authorship of an edited text; copyright is reserved solely for the author of the text.
- e) The client is only afforded utilisation rights of the edited text after paying the bill in full. Until payment is received in full, the rights to utilise the edited text remain with Edelheron.
- f) Edelheron reserves the right to be named as editor on any and all edited texts that are to be published.

6 Delivery

- a) The agreed upon period of delivery begins with the agreed upon date set as the starting point. The request for a fixed delivery date must be explicitly stated in the commission. This delivery date is binding for both parties if it is accepted by Edelheron. The delivery date outlined in the quotation is binding if no other delivery date is agreed upon. In the case of longer commissions it is possible to arrange partial deliveries of finished work throughout.
- b) A necessary requirement for the timely fulfilment of a contract is the receipt by Edelheron of all relevant information and documentation in a timely manner. If the receipt of this information is delayed, so too is the delivery time. Edelheron is not responsible for delays or mistakes that have resulted from unclear or false paperwork or due to unclear formulations in a given text. Delays arising due to the fault of the client do not impact the client's responsibility to pay for the work completed.
- c) Edelheron is responsible for informing the client should a timely completion of the contract not be foreseeable. If the deadline is exceeded, the client should set a new and appropriate deadline. The client reserves the right to terminate the contract should this following deadline not be met. If the delay is a result of force majeure or other unforeseeable or extraordinary circumstances which could not otherwise be avoided (e.g. strikes, acts of god), the job will be postponed accordingly. In the event that such an unforeseen and unavoidable delay continues, both parties reserve the right to terminate the contract. Work already completed in such an instance must still be remunerated. Edelheron is only liable in the instance that the delay is the sole responsibility of Edelheron.
- d) The agreed upon delivery time refers to the date of dispatch. The delivery is considered successful as soon as the text has been shipped with appropriate care and is en route. In general the edited text, should it not be agreed upon otherwise, is sent as an attachment via e-mail. Delivery by post is possible should the client pay the additional costs.
- e) Edelheron is not liable for the successful delivery of the edited text. Problems with the transfer, loss or damages incurred to the text through delivery all fall under the known risks of the client, and thus no claims for damages may be made as a result.

7 Confidentiality

- a) Edelheron is committed to maintaining strict privacy with regard to all documents, contract details and information and will not share this with any unauthorised third parties. Necessary data is stored exclusively for internal purposes and will be deleted after fulfilment of the contract and the legal retention period. More details regarding data collection and retention periods are found in Edelheron's [Data Protection Policy](#)
- b) Edelheron reserves the right, but is not legally required, to make backup copies of texts and keep them until the contract is fulfilled. Edelheron cannot be held liable for any loss of data or documentation, including original or edited copies of work completed.
- c) With relation to sensitive data, such as business secrets or unpublished scientific results, a personalised non-disclosure agreement between Edelheron and the client may be signed.
- d) Complete protection against unlawful interference from third parties and/or the loss of data through electronic data transmission cannot be guaranteed. Data transmission of sensitive data is at the client's own risk. Alternative means of delivery can be arranged; any additional costs as a result are the client's responsibility.

8 Liability

- a) Edelheron is only liable in cases of intent or gross negligence. Edelheron is not liable for indirect or consequential loss or damage, or loss of profits arising from mistakes in the editing process or unforeseen delays. Edelheron cannot be held liable for academic evaluations of work that Edelheron has been contracted to work on.
- b) Damages cannot be claimed as long as Edelheron has not fraudulently concealed defects. All claims for damages, provided it is not otherwise legally prescribed, are limited to the billing amount of the relevant contract.
- c) The client is guaranteed to receive a text evaluated in accordance with the stipulations of the profession. In spite of this, if the text contains severe flaws, the client reserves the right to request a revision and to set a reasonable deadline for this revision within five days after the corrected text has been sent. To this end the client must comment on all notes, cite the objectionable passages, and justify their inadequacy in writing. Provided the complaint is justified, Edelheron will revise the text. The client is entitled to a reduction in fee only in the instance of repeated failures to produce an acceptable text. If no request has been made within five days the client is deemed to have accepted the text and complaints are no longer possible. The client assumes responsibility for the correctness of the work when the text is accepted. Deficiencies in the text in case of publishing are the responsibility of the client provided Edelheron is not provided with a proof copy and a review is arranged. Edelheron assumes under no circumstances the responsibility for texts that have subsequently been edited by the client. Proposed alterations after the date of delivery that are not part of the aforementioned revision period must be requested anew and will be charged independently.
- d) Edelheron is not liable for delays or flaws that arise as a result of technical measures taken by the client and/or through compatibility problems, password encryption and the memory

capacity of a given document. Edelheron is only liable for hardware and software damages that result from intent or gross negligence. The client is requested not to send any electronic texts should there be any suspicion of viruses or other kinds of malware. Edelheron reserves the right to claim for any damages of hardware or software arising as a result of this.

9 Cancellation

- a) The client reserves the right, within 14 days of the establishment of a contract, to cancel this contract in writing and without reason. The cancellation period starts at the formation of the contract, albeit not before the fulfilment of the information obligation.
- b) In order to make use of the right to cancellation, the client must give explicit notice regarding their decision to cancel the contract to Edelheron (Edelheron Lektorat – Maike Edelhoff & Anja Heron Lind GbR, Windthorststr. 31, 51373 Leverkusen; 0178/3714615; widerruf@edelheron.de) by for example post or e-mail. The client must send this notice prior to the deadline of the cancellation period.
- c) In the instance that the client revokes the contract, Edelheron is obliged to repay all payments received from the client immediately, at the latest within fourteen days of receiving this notice.
- d) If the client has explicitly requested and agreed that Edelheron should begin working prior to the deadline of the cancellation period, the client loses subsequently the right to cancellation once the contract is complete.
- e) If the client has explicitly requested and agreed that Edelheron should begin working prior to the deadline of the cancellation period and subsequently cancels the contract when it is partially complete, Edelheron is entitled to payment corresponding to the proportion of services provided in relation to the total amount prescribed in the contract.

10 Concluding Provisions

- a) The court of jurisdiction is Leverkusen provided the client is a businessman, a legal entity under public law, or a user of public assets.
- b) If you have any questions or concerns about these terms and conditions you can contact Edelheron either by e-mail, phone or post at:
AGB@edelheron.de
0178/3714615
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