

TERMS AND CONDITIONS

Background

1. These terms and conditions relate to the provision of services and programmes by Fictive Pursuits LTD (trading as The Niche Reader and hereafter “The Niche Reader” / “we” / “our”) to the customer/client/participant who agrees to them.
2. These terms and conditions are governed by the laws of England and Wales and are subject to the exclusive jurisdiction of the courts of England and Wales.
3. The Niche Reader will provide the customer/client/participant with the products/services or access to the programmes they have bought, booked or registered for via the checkout page or forms on our website. The provision of each product/service/programme will be governed by the corresponding terms laid out below.
4. The Niche Reader and the customer/client/participant are bound by the parts of these terms and conditions that pertain to the products/services/programmes the customer/client/participant has bought, booked or registered for, in addition to parts that pertain to every product/service/programme. Parts that pertain to every product/service/programme include ‘background’, ‘data and confidentiality’, and ‘miscellaneous’.

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ADVANCE READER PROGRAMME

Advance reader programme: general terms

5. To take part in our advance reader programme, participants must have access to an electronic device that will allow them to read books in PDF or EPUB format. This could include an e-reader, a computer, a mobile phone, or similar. They will need to be proficient with technology to transfer the files to the device of their choice.
6. Participants must be a resident of the United Kingdom, the United States, Canada, Australia, New Zealand, South Africa, or any EU country. Additionally, for ARC projects, they must have an Amazon account and be eligible to leave Amazon reviews.
7. Any books provided to participants are and remain the intellectual property of the author. Authors retain sole copyright over their work.
8. Any ideas provided by participants to authors in relation to their books can be used by the authors without the need to provide compensation or credit to the participants. The author will have full copyright over the expression of any such ideas within their books, and the participants, by agreeing to these terms and conditions, agree to surrender any copyright they may have over ideas they provide to authors and/or The Niche Reader in relation to books they read as part of this programme.
9. Book files sent to participants are for the participants only. These files must not be shared with anyone else, either directly, via links, by sharing account access, or through any other means. If participants knowingly and deliberately share any such book files, they will be liable for financial penalties and damages in civil proceedings.
10. Participants must not share access to their website account with anyone else.
11. Participants must not contact authors whose books they have received in this programme offering to read additional books outside of our platform. They must additionally not accept any offer from authors whose books they have received in this programme to read additional books outside of our platform. The only exception is if The Niche Reader gives our written permission for this.
12. Participants agree to receive notification and reminder emails from The Niche Reader pertaining to their participation in this programme.
13. Authors whose books participants read have the option of requesting to add participants to their 'street team' for future books, which means those participants will usually be given preference in selections to join their future advance reader teams, in relation to the relevant street team. Participants will automatically be added to a street team if the author requests it. Membership of a street team can be revoked by the author, by The Niche Reader, or by the participant (by emailing contact@thenichereader.com) at any time. Authors may have more than one street team if, for example, they have separate ARC and beta reader street teams. Membership of one street team does not entitle participants to join that author's other street teams.

14. The participant agrees that The Niche Reader is not responsible or liable for the actions of the authors whose books are involved in this programme. If any author, through their actions, violates provisions in these terms and conditions, causes them to be violated, or otherwise engages in actions that give rise to legal proceedings, the participant agrees that any legal action may only be directed against the author, not The Niche Reader.
15. The Niche Reader uses a three-strike system to ensure reliable participation in this programme. If a participant incurs three strikes within one calendar year, they will not ordinarily be eligible for any further advance reader projects for the duration of that calendar year. This will be reset at the end of each calendar year, but if a participant is given three strikes in two successive calendar years, they will ordinarily be removed from this programme.

Strikes can be given for a number of reasons, including but not limited to failing to complete a project by the deadline, failing to download the book files within 48 hours of being invited to a project, failing to complete the 'Log your review' form for an ARC project, and failing to provide feedback of a sufficiently high quality for beta projects. Strikes may also be given in other circumstances at our discretion.

Limited exceptions apply to strikes. We may make an exception if the participant has exceptional circumstances that have made them unable to complete the project and we are persuaded of their validity. We will also ordinarily make an exception in the case of ARC projects if the participant contacts us within the first five days of the book files being made available to them and tells us that they do not wish to complete the project because they are not enjoying the book. We will apply both of these exceptions solely at our discretion, and we will not apply them if we judge they are being abused.

16. The Niche Reader will share details about participants with the authors or publishers whose books those participants request to read. These details include each participant's name, country of residence, biography, interests, genres they have selected on our reader email list, their reasons for requesting to join the relevant advance reader team, and any relevant history of involvement in previous advance reader projects. We share these details so that the authors or publishers know who is reading their book and also, if they wish, so that they can play a role in selecting their advance reader teams. The participants consent to us sharing this information with the relevant authors or publishers.
17. Participants consent to us transferring their personal data (as described in the clause immediately above and for the same purposes) outside of their own country to authors and publishers located in other countries, including to the United States, Canada, Australia, New Zealand, EU countries, and South Africa. This will be done if the authors and publishers are located overseas. You can withdraw your consent to this transfer at any time by contacting us at contact@thenichereader.com. You acknowledge that these countries do not necessarily have the same level of privacy protection available in the UK, including that they may not have applicable privacy laws and supervisory bodies to protect your data.
18. All participants must be able to communicate proficiently in English, as judged by us, in order to participate in the advance reader programme.

Advance reader programme: beta project terms

19. For projects of up to 120,000 words, the participant will read the book and provide substantive feedback within two weeks of it being made available to them. If the project is between 120,000 and 160,000 words, they will have three weeks. For projects over 160,000 words, a bespoke timescale will ordinarily be proposed. The participant must provide detailed and considered answers to the questions asked of them on the feedback form. Ordinarily, answers to each question should consist of three or four sentences. However, depending on the context, some questions may call for shorter answers, while others may call for longer answers.
20. The Niche Reader will share the participant's feedback with the author of the book, and the participant consents to this. The participant also consents to the author sharing their feedback, but not their name or any other personal details, privately with persons whom the author deems appropriate, including but not limited to colleagues, friends, family, literary agents, editors, and publishers.
21. For projects of up to 120,000 words, if the participant reads the book and provides satisfactory feedback in the required timeframe, The Niche Reader will pay a bonus of £10 GBP per project. If the project is between 120,000 and 160,000 words, we will pay a bonus of £15 GBP. For projects over 160,000 words, a bespoke bonus payment will ordinarily be offered, determined by us. Payment will be provided via PayPal and cannot be provided by any other means. The participant will pay the appropriate PayPal fees on the transaction. Payment will only be provided after feedback has been received. Payments are normally disbursed on the 25th of each month or the next business day, but may be delayed due to staff absence.
22. Participants must never use generative AI software, such as ChatGPT, to assist with the drafting of their beta feedback. Any participant who does this will be given three strikes and permanently barred from our advance reader programme.

Advance reader programme: ARC project terms

23. For projects of up to 120,000 words, the participant will read the book within two weeks of it being made available to them. If the project is between 120,000 and 160,000 words, they will read it within three weeks. If the project is more than 160,000 words, a bespoke timescale will ordinarily be proposed. The participant will then notify us that they have completed the read and describe any quality issues they identified.
24. Participants will be invited to leave an Amazon customer review for the book they have read once it has been published. This is not mandatory. Any such review should reflect the participant's honest opinion. When leaving a review, participants are advised to state 'I received a free advance copy of this book via The Niche Reader' or similar. They should **not** state that the book was given in exchange for a review, as this is not accurate and violates Amazon's terms and conditions.

25. Participants consent to The Niche Reader tracking and recording information about their Amazon reviews associated with this programme by examining public book listings on Amazon and the participants' Amazon profile pages.
26. There is no payment for ARC projects.

ARC AND BETA READER SERVICES

ARC service: general terms

1. For our ARC (advance reader copy) service, The Niche Reader will send a digital version of the client's book to a group of ARC readers selected from our list. The ARC readers will be asked to read the book, and they will then be asked to share details of any quality issues they identified. They will be invited to leave an Amazon review on a date selected by the client. If the client opts for it, we will also ask the ARC readers to leave a review on Goodreads.
2. The process of completing an ARC project will take approximately four weeks for a book of up to 120,000 words, from the start date to the review invitation date. For projects that are between 120,000 words and 160,000 words, approximately one additional week will be required. For projects over 160,000 words, a bespoke timeline will be arranged.
3. The Niche Reader will select the ARC team for each project, taking into account the client's preferences as far as possible.
4. The client has the option of requesting to add ARC readers to their 'ARC street team' after their ARC project is complete. This means those ARC readers will be given preference in selections if they register for the client's future projects. Membership of a street team can be revoked by the client, by The Niche Reader, or by the member at any time. Clients can have more than one ARC street team if, for example, they write in more than one subgenre or if they have another good reason. This means members of each street team will only receive street team entitlements for the specific street team they are in, rather than for all of the client's projects.
5. To qualify for this service, the client's book should be in a finished state. Writing, editing, and formatting should be complete.
6. The client must provide a book cover, description, and biography.
7. The client pays for a set range of complete ARC registrations, with a minimum number and a maximum number. A complete ARC registration involves an ARC reader requesting to join the ARC project concerned and then completing the process to gain access to the book files. If the number of ARC registrations is below the minimum, the client will be offered a full refund, but they will also have the option to continue with the project instead. The ranges are outlined on the ARC section of our website.
8. The Niche Reader makes no guarantee that ARC readers will review the client's book, nor do we guarantee that reviews will be positive. We adhere strictly to Amazon's terms of

service in this regard. We do not force our ARC readers to leave reviews, and nor do we attempt to influence the content of any reviews. The client pays for complete ARC registrations, not to receive reviews.

9. The client may submit books that are unpublished or that have been published already. However, any books submitted must not be enrolled in Amazon's KDP Select programme while they are being distributed to our ARC readers.

Beta reader service: general terms

10. For our beta reader service, The Niche Reader will send a digital version of the client's book to a group of beta readers selected from our list. The beta readers will read the book and provide substantive feedback to the client via The Niche Reader.
11. The client may ask us to pose up to eight specific questions of a reasonable length to the beta readers, in addition to the questions asked by us. If we judge that any of the client's questions duplicate our own, we will not ask those questions, instead relying on our own. This does not entitle the client to a refund or a discount.
12. The process of completing a beta project will take approximately four weeks for a book of up to 120,000 words. For projects that are between 120,000 words and 160,000 words, approximately one additional week will be required. For projects over 160,000 words, a bespoke timeline will be arranged.
13. The client's book must be complete in order to qualify for this service. However, it is not expected to be fully edited or formatted.
14. The client must provide a book description and biography.
15. The client will receive six pieces of substantive feedback from six corresponding beta readers. In order to ensure this, six primary beta readers and two substitutes will be selected. If the project yields more than six pieces of quality feedback (i.e. from their substitutes), that additional feedback will also be sent to the client. However, the client does not have a right to more than six pieces of feedback.
16. The Niche Reader will select the beta team for each project, taking into account the client's preferences as far as possible.
17. The client has the option of requesting to add beta readers to their 'beta street team' after their beta project is complete. This means those beta readers will be given preference in selections for the client's future projects. Membership of a street team can be revoked by the client, by The Niche Reader, or by the member at any time. Clients can have more than one beta street team if, for example, they write in more than one subgenre or if they have another good reason. This means members of each street team will only receive street team entitlements for the specific street team they are in, rather than for all of the client's projects.

18. The client is only permitted to submit books that are not currently published on Amazon. The date on which the books are sent to our beta readers must be prior to the date of publication.
19. The client will receive from The Niche Reader the feedback their beta readers have provided. The client is not permitted to publish this feedback in any public forum. The client may share the feedback privately with persons they deem appropriate, including but not limited to family, friends, colleagues, editors, literary agents, and publishers. However, they must not share the names of their beta readers or any other personal information.

ARC and beta reader services: payment terms

20. The client must pay a lump sum amount in order to book these services. The amount payable is outlined on our website on the pages that pertain to our ARC and beta reader services.
21. For beta projects, higher prices may apply for books over 120,000 words, as per the information on our website. For ARC projects, higher prices may apply for projects over 160,000 words, as per the information on our website.
22. Payment should be made via credit or debit card.

ARC and beta reader services: cancellations and refunds

23. The client has the right to cancel their ARC or beta reader service booking within 14 days of agreeing to these terms and conditions; in these circumstances, they can claim a full refund for any payment made. However, if the client's book is sent to ARC readers or beta readers within these 14 days, they must pay for any work completed. If the client books a sending date within the 14 day cancellation period, they are expressly consenting to The Niche Reader beginning work within the cancellation period and agree to pay the cost of any work completed.
24. The client may still cancel their booking after the 14 day cancellation period, but they will forfeit any payments they have made if they do so. The Niche Reader may cancel the booking at any point, but we must return any payment made by the client if we do so.
25. For our ARC service, we will provide a full refund to the client, upon request, if the minimum number of complete ARC registrations they have opted for is not met. The service will be automatically cancelled under these circumstances. However, we will also offer the client the option of continuing with a partial refund.
26. For our beta reader service, we will provide a full refund to the client, upon request, if we are not able to facilitate feedback from the minimum number of beta readers they requested by the agreed deadline.

ARC and beta reader services: miscellaneous

27. The client acknowledges and accepts that their book will be distributed to our ARC readers or beta readers at no cost to the ARC readers or beta readers, i.e. they will pay no fee to receive the books. In turn, this means the client will receive no royalties or other payments from these readers or from The Niche Reader connected to the distribution of their book through these services.
28. Copyright of the client's book remains with them. Neither The Niche Reader and its officers, employees, and subcontractors, nor our ARC readers and beta readers can assume copyright over the client's book. The client is free to use any suggestions made by us or our ARC and beta readers related to their book without the need to provide credit or further compensation, and they will retain copyright over any parts of their book that arise from such suggestions.
29. For both ARC and beta reader services, the client must provide their book files in PDF and EPUB format.
30. The Niche Reader has implemented a range of precautions in order to secure the digital files provided by the client and prevent bad actors from pirating them. These include the use of digital watermarking technology, limiting file access only to ARC readers and beta readers we have selected for the client's book (in addition to ourselves and partners involved in delivering the services), setting appropriate expiry terms on those access permissions for ARC and beta readers, and requiring all ARC and beta readers to agree to terms and conditions forbidding sharing of files and links. These measures will reduce the risk of piracy substantially, but they do not eliminate it entirely. Indeed, the risk of piracy can never be eliminated entirely when sharing written work. The client agrees that The Niche Reader cannot be held liable for any piracy of their books.
31. The client acknowledges that some personal data, specifically their author name and any data they include in their books, will be transferred to ARC readers and beta readers as part of these services, and they consent to such transfer, including transfer to countries outside of their own that may have less stringent data protection regulations.
32. The client will be provided with information about the beta readers or ARC readers we have selected. This information, including but not limited to personal details about the beta or ARC readers, their reasons for wanting to join the project, and their reading interests, is confidential, and the client must not share it with anyone, either privately or in any public forum.
33. The client is not permitted to make direct contact with any of their beta readers or ARC readers on their own initiative and must not request, or agree to any suggestion, that further beta or ARC reading be done by those readers outside of The Niche Reader's services. The only exception to this is if we give our written permission.
34. The Niche Reader will not extensively check the client's book files. The only checks we perform involve checking the file extensions and ensuring the book files open properly. The client is responsible for the files beyond this, and we are not liable for any errors they make with respect to the files. If the files contain errors or are the wrong version, this does not entitle the client to a refund or a discount.

35. The client agrees that The Niche Reader cannot be held liable for the actions of any beta or ARC reader involved in providing these services. If any beta or ARC reader, through their actions, does anything to violate these terms and conditions, cause them to be violated, or otherwise engages in actions that give rise to legal proceedings, the client agrees that any legal action may only be directed against the beta or ARC reader, not The Niche Reader.
36. If the client's book has a publisher (i.e. it is not self-published), the client must have permission from their publisher to use these services. If the client's book has a co-author or co-authors, they must have permission from the co-author or co-authors to use these services. And if the client is a publisher, they must have permission from the author/s to use these services. Moreover, the client agrees to indemnify The Niche Reader, its officers, employees, and subcontractors against any legal claims by third parties, including but not limited to publishers, authors, and co-authors, arising from their use of these services.
37. If the client provides one but not both of the two required file formats (PDF and EPUB) for their beta or ARC project by the deadline specified over email, then we will proceed with the project but we will not be bound by the minimum requirements for the number of ARC readers or the number of pieces of beta reader feedback we provide, since we require both formats to accommodate a sufficient number of advance readers. No refund will be due if we go under the minimum requirements in these circumstances.
38. If the client does not, by the deadline we specify, provide any usable book files at all in PDF or EPUB format, or does not adequately complete the submission form in which we ask for details about their book in order to list it, The Niche Reader may cancel the project, and no refund will be due in these circumstances.

DATA AND CONFIDENTIALITY

27. Client/participant data will be kept confidential except for sharing with necessary third parties as outlined in The Niche Reader's privacy policy, which can be reviewed online (<https://thenichereader.com/privacy-policy/>), and for sharing required for the fulfilment of the services/programmes concerned and/or sharing otherwise outlined in these terms and conditions. If subcontractors are engaged by The Niche Reader, the client/participant agrees to the sharing of their data with these subcontractors, including the transfer of data to the United States and other third countries if subcontractors are located there.

MISCELLANEOUS

28. The Niche Reader is permitted to engage subcontractors to provide our services.
29. Clients and participants must be at least 18 years old and capable of entering into contracts in order to use our services or participate in our programmes. Accordingly, by agreeing to these terms and conditions, the client/participant warrants that they are at least 18 years old and capable of entering into contracts.

30. If any client/participant submits work or feedback that clearly promotes views that are not worthy of respect in a democratic society, not compatible with human dignity, or in conflict with the fundamental rights of others, we retain the right to cancel the project concerned or their participation in the relevant programmes. The terms of any refunds will be determined by The Niche Reader on a case-by-case basis.
31. Any part of these terms and conditions can be changed by The Niche Reader. Any such changes will then be binding as part of these terms and conditions.
32. Any payment amount specified on our website that pertains to services/programmes in these terms and conditions may be reduced or increased by The Niche Reader by mutual agreement with the client/participant in writing (over email). The altered amount will then become binding as part of these terms and conditions.
33. The Niche Reader only accepts clients/participants who are resident in the United Kingdom, the European Union, the United States, Canada, South Africa, Australia, and New Zealand. Anyone not resident in this group may not book with us.