



**Final Draft Durham**

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## **Terms and Conditions**

### **Introduction**

1. These terms and conditions apply to any work done for the Client by Final Draft Durham, also referred to in this document as “FDD”, “we”, “our” and “us”.
2. The Client is under no obligation to offer Final Draft Durham work; neither is Final Draft Durham under any obligation to accept work offered by the Client.
3. Any work agreed and carried out by Final Draft Durham will be under a Contract for Services and is not intended to create an employment relationship between any Final Draft Durham representative and the Client.
4. We strongly advise you to read these Terms and Conditions carefully as they will apply in each and every instruction and will operate in conjunction with the agreed Contract for Services.
5. If any of these Terms and Conditions conflict with the Contract for Services, then the Contract for Services will take priority.
6. Final Draft Durham reserves the right to amend these terms by updating this page without notice. Final Draft Durham will make reasonable efforts to ensure its customers are aware of any such amendments. However, the onus is on you to regularly check the Terms and Conditions. These terms were last updated on 30th December 2018.

### **Services and Costs**

7. Final Draft Durham will provide service(s) as mutually agreed, confirmed in writing by the Client.
8. The work will be carried out unsupervised at such times and places as determined by Final Draft Durham, using Final Draft Durham’s own equipment.
9. Completed work will be provided with all changes clearly marked using the “track changes” feature (found in up-to-date versions of Word).
10. The Client will pay Final Draft Durham a fee per hour OR per word OR per slide (for presentations) OR an agreed flat fee for the job.
11. The Client will reimburse Final Draft Durham for agreed reasonable expenses over and above usual expenses incurred in the process of proofreading work.
12. A deadline for the completion of the work will be agreed by email.
13. The completed work will be delivered on or before the date agreed, for the agreed fee, which will be based on the description of the work required and the brief, both supplied by the Client.
14. If, however, upon receipt of the item to be worked on or at an early stage, it becomes apparent that significantly more work is required than had been anticipated in the preliminary discussion/brief, Final Draft Durham may renegotiate the fee and/or the deadline and/or may not be able to take the work on at all. This also applies if the documents or materials needed are received by Final Draft Durham later than agreed.
15. Similarly, if, during the term of Final Draft Durham’s work, additional tasks are requested or more content is sent by the Client, Final Draft Durham may renegotiate the fee and/or the deadline.
16. If additional work on the same matter is required after the work is completed, an additional fee of 50% of the original agreed fee will be payable by the Client, unless otherwise agreed.



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17. If the Client requests a second proofread, the Client must first redraft the document. Two-thirds of the original price per 1,000 words OR two-thirds of the flat fee will be payable for this service.
18. We are not able to provide the contact details of our proofreaders to Client, this includes email addresses, social media profiles and phone numbers.

## Payment Terms

19. For shorter academic proofreading documents (documents under 29,000 words), 100% of the total fee must be paid before work commences. With longer documents (over 30,000 words) payments in two parts are acceptable, 50% before the proofreading starts and 50% within 5 days of us returning the document.
20. If the project is lengthy, Final Draft Durham may invoice periodically for completed stages.
21. In the case there are significant proofreading errors, Final Draft Durham will review whether our quality processes were followed. If they were not followed and it is acknowledged that there are errors in proof reading, we will offer a re-review of the document. If after the re-review significant errors are still detected then we will reach a mutual agreement as to a partial refund.

## Termination

22. Either the Client or Final Draft Durham has the right to terminate a Contract for Services if there is a serious breach of its terms.
23. Final Draft Durham can terminate a contract at any time and for any reason, including but not limited to: non-payment of fees due; aggressive, abusive or inappropriate behaviour towards a Final Draft Durham representative. Upon notice being given to you of the termination of the contract, you would be required to pay Final Draft Durham all sums due.
24. You can cancel the contract at any time before work has begun, namely before full documents and payment have been provided to Final Draft Durham at no charge.
25. If you wish to cancel the contract after work has begun then you must notify Final Draft Durham in writing. You will be billed for the work that has been completed up to that point. Where a flat fee has been agreed, unless you are terminating due to a serious breach by Final Draft Durham, the full fee will be payable. The partially completed work will be sent to you upon receipt of your payment.
26. These terms are subject to the laws of England and Wales, and both Final Draft Durham and the Client agree to submit to the exclusive jurisdiction of the English courts.

## Liability and Errors

27. Final Draft Durham aims to provide an accurate, thorough and reliable proofreading and editing service. Although we aim to provide the best service possible, we cannot guarantee 100% accuracy (simply because of human error) and occasionally we may not correct errors.
28. Final Draft Durham cannot be held responsible for direct, indirect, special or consequential losses or costs incurred by any errors remaining in your work, be they factual or grammatical. The final responsibility for errors remains with you.
29. Final Draft Durham will not be held liable for errors or omissions caused by your failure to communicate your requirements clearly.
30. We are confident that we will provide you with a high-quality service; however, should you wish to make an official complaint, you must do so in writing (by email) within 14 working days of having received the edited document back from us. Final Draft Durham will respond to your complaint as quickly as possible.
31. Final Draft Durham shall not be liable for any delay or failure to perform any obligation under these Terms and Conditions and both parties shall be released from their respective obligations if the delay or failure is caused by any circumstances beyond both parties'



reasonable control, including, but not limited to: fire, explosion, flood, war (or similar events such as national emergency or civil unrest), industrial disputes, technical failure, or any other similar event that renders the performance of obligations impossible. In such circumstances, the Client will immediately pay Final Draft Durham all arrears of payments due.

32. In the case of illness or sudden unforeseen unavailability of the Final Draft Durham proofreader responsible for a Contract for Services, Final Draft Durham will notify the Client as soon as reasonably practicable and re-allocate the matter to another proofreader within 24 hours. Final Draft Durham will use their best endeavours to ensure that the agreed deadline is maintained; however, in the event that the deadline cannot be met in such circumstances, an extended deadline will be agreed by the parties. Such agreed extension will not affect the agreed fee payable.
33. If there is a waiver or variation of any of these Terms and Conditions by Final Draft Durham at any time, then that will constitute a waiver or variation for the purpose of that particular transaction only and your obligations in respect of being bound by the remaining Terms and Conditions shall continue to be in full force, i.e. will continue to apply to you fully.
34. If you breach any of the Terms and Conditions, you will be held fully responsible for any legal claim for expenses, liability and financial losses (including legal fees) incurred by Final Draft Durham, as caused by your breach.
35. Each of the paragraphs of these Terms and Conditions operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
36. Final Draft Durham reserves the right to change the Terms and Conditions at any time without notice and without liability arising from such an action. Your use of the website and the company's services will be deemed as acceptance of any amended Terms and Conditions.
37. We advise you to regularly check the Terms and Conditions. Final Draft Durham has complete discretion to modify or remove any part of the website without warning and without any liability arising from such an action.
38. Final Draft Durham reserves the right to alter pricing without notice, although any prices previously confirmed in writing will remain valid for 28 days from the date of the quotation; prices on work agreed and being undertaken will not be affected.
39. Documents uploaded must be FINAL version you want proofread. Once we email confirming document and payment have been received and we start proofreading and you then want to re-upload a newer/amended/different version of the document a fee of £10 will be incurred.

## Academic Liability

40. We recommend that you check that the use of a proofreading/editing service is permitted by your academic institution before engaging our services and, if so, whether it is a requirement that this be referenced in your work. Final Draft Durham will not check each academic institution's policy on proofreading/editing and accept no liability if you fail to make adequate enquiries.
41. We strongly recommend that you advise your tutor/supervisor that you have employed a proofreader.
42. Plagiarism (including collusion) and breach of copyright are very serious offences and there are usually severe penalties including permanent disqualification from your studies if plagiarism or breaches of copyright are proved to exist in your work. Avoiding plagiarism remains your responsibility at all times. Final Draft Durham does not check your document for any possible plagiarism issues for the standard proofreading and editing service.
43. The mark or grade you are awarded by your academic institution is not within Final Draft Durham's control. Final Draft Durham cannot provide advice or guidance on predicted grades and Final Draft Durham cannot be held legally responsible for a lower than expected mark or grade in relation to any material returned by Final Draft Durham after proofreading and/or editing. While our aim is to ensure that your work is free from errors of



spelling, grammar and punctuation and is consistent in style, we cannot guarantee that using our proofreading service will result in improved marks.

### **Copyright and Confidentiality**

44. Any content created by Final Draft Durham as part of the proofreading process will become the copyright of the Client, unless otherwise agreed. Final Draft Durham does not claim the rights of any work product by virtue of supplying its services. Amendments resulting from proofreading made via the services delivered by Final Draft Durham become the copyright of the Client.
45. The amendments that Final Draft Durham makes to work product are advice only. It is the user's responsibility to accept, reject, or further amend such amendments. Content of any finished work product is therefore entirely the responsibility of the user or other persons to whom the author delegates, licenses, or otherwise assigns control over his or her work product.
46. The Client is solely responsible for any obscenity, blasphemy, racism, plagiarism, or reproduction of copyrighted material.
47. The nature and content of the work will be kept confidential and not made known to anyone other than the Client and the Client's contractors without prior written permission.
48. Final Draft Durham may use the Client's name in their promotional material, but will gain the Client's express consent before doing so.

