

Terms and Conditions Statement

Providing Everything You Need

Standard terms and conditions for the supply of services:

- Definitions:** ‘*Client*’ shall mean the party ordering the Services from the Company. ‘*Company*’ shall mean The Thesis Professor and each body corporate which is from time to time its subsidiary or its holding company or a subsidiary of its holding company. ‘*Enquiry Form*’ shall mean the contact form completed by the Client on this website. ‘*Services*’ shall mean the services specified in the order confirmation email that the Client will be sent once the Client has completed the Enquiry Form on this website and confirmed the order which the Company has agreed to supply to the Client in accordance with these terms and conditions. The ‘*Contract*’ is the legally binding promise (oral or in writing) by the Company to fulfil an obligation to the Client in return for consideration. A binding contract comprises four elements: offer, acceptance, consideration and intention to create legal relations.
- General:** All contracts made by the Company for the supply of the Services are subject to and governed by these Terms and Conditions which may only be varied by the Company in writing and any other Terms and Conditions shall not form part of the Contract between the Company and the Client.
- Formation of Contract:** No binding Contract shall be deemed to have come into existence unless an Enquiry Form has been completed by the Client and accepted in writing by the Company by email or otherwise and shall be at the price stated on the Order Form. The Company provides the Services subject to the availability of its editors and facilities. For pre-paid editing orders, if the Company cannot find an editor within 72 hours of receipt of payment then it will refund the Client’s payment in full and without the Company being obliged to complete the work and without any liability to the Client for non-performance or otherwise.
- Payment:** Where the Company has agreed that the Client may pay by instalments, the Client is obliged to make the payments on the due dates. In the event that the Client fails to pay the full amount due on the due dates, the Client shall pay interest on the amount unpaid at the rate of four percent (4%) per annum above the base rate of Royal Bank of Scotland from the date any sum becomes due until the date the sum owed is paid with interest and the Company shall be entitled to suspend the carrying out of the Services until such payment is made without any liability to the Client for non-performance or otherwise. Any claims of whatsoever nature by the Client against the Company in respect of the Services shall not entitle the Client to withhold payment for any part of the Services or other service purchased by the Client from the Company. The Client agrees to be bound by Company’s refund policy: Refunds will only be given in extreme circumstances – for instance the failure to deliver an order – and all refunds are at the complete discretion of the Company. The majority of our new projects are automatically and immediately delegated to an editor. Once such a Contract is formed the Company is legally responsible for the editor’s fee under that Contract. The Client agrees that as soon as an order has been paid for, either in part or in whole, and begun work upon by the Company

that the Client may not cancel that order and moreover that the client is obliged to pay in full any outstanding fees once work has been begun.

5. **Liability:** In no circumstances will the Company incur any liability of any kind or nature whether in Contract or tort or otherwise or for any loss of profits or any other consequential loss arising out of the use of the Services by the Client or the late delivery of any of the Services or in the event that the use of the Services is in breach of the Client's University or School regulations or provisions governing academic work.
6. **Provision of Services:** The Company hereby warrants that: –
 - The Service is plagiarism-free and, where relevant, the work which forms part of the Service may be subject to analysis by its quality control team.
 - The Company does not own and is not affiliated with any essay databank or essay database.
 - The Company will not to re-sell, re-publish, or re-distribute, either for sale or otherwise, the full document supplied by the Client as part of the Services. Further that the Company will never knowingly put material supplied by the Client on any website or database without the Client's permission. 'Samples' arranged with Client permission (short excerpts of text for editorial example) and testimonials submitted by the Client are exceptions to this clause.
 - The Client maintains full copyright of any material supplied to the Company and any material completed by the Company as part of the Services.
 - It is the responsibility of the Client to provide and arrange with the Company a Non-Disclosure Agreement, should the Client, their academic institution or other body require this. In this case, the Client is also responsible for arranging file transfer in accordance to their need.
7. **Confidentiality:** Subject to the terms of the Privacy Statement on the Company's website the Company agrees that the Client's use of its Services will be kept completely confidential and that their personal or other details will never knowingly be revealed to any third parties other than those directly involved in the supply of the Services.
8. **Copyright:** All services provided by the Company remain the copyright of the Client. The Client shall indemnify and keep the Company indemnified against all liability in respect of any infringement of copyright or any other similar right or claim resulting from a breach of this Condition.
9. **Waiver:** The waiver or variation of any of these Terms and Conditions at any time by the Company will constitute a waiver or variation for the purpose of that particular transaction only and the Client's obligations in respect of the failure performance shall remain in full force and effect.
10. **Events Beyond the Company's Reasonable Control (Force Majeure):** The Company will not be held responsible for any delay or failure to comply with its obligations under these Terms and Conditions if the delay or failure arises from any cause which is beyond its reasonable control. This Condition does not affect your statutory rights.

11. **Delivery and Extensions:** As a Company, we will always make all best endeavours to ensure that Clients work is delivered by the agreed deadline(s). In exceptional circumstances, it may be necessary for us to extend deadlines by the minimum period necessary to guarantee delivery of work of the standard ordered. Such extensions may be applied in such circumstances as (but not limited to):
- Where the Client does not provide the full document and/or necessary supporting materials by an agreed deadline.
 - Where the Client does not provide documents and/or supporting material in an the file format dictated by the Company.
 - Where the quality of the received document and/or supporting material is substantially lower than that required for the selected level of Service. Hereby, the Company reserves the right to revise the Service level, fee and timeframe or terminate the Contract. This same statement applies where Client-provided 'Samples' are misrepresentative of the main document body submitted.
 - Where the appointed editor finds that there are elements of the work which require more research than could have been reasonably foreseen at the outset of the project.
12. Whilst the Company will always seek to consult with the Client on such extensions, the Company is the ultimate decision-maker and arbiter for such extensions. Where the Company deems an extension necessary, no credit or refund will be given if the cause of the delay is late submission or poor quality of Client materials. Where the Company accepts culpability for the cause of any such extension, such as for example where the editor is ill or where unexpected IT problems are encountered, we will offer a Company credit or cash refund (to be decided by the Company) at the rate of 20% of the original total fee per 24 hours that the work is delayed.
13. **Assignments:** The Client will not assign its rights or obligations under these terms and conditions without the prior written consent of the Company.
14. **Third Party Rights:** The Contract created by these Terms and Conditions between the Company and the Client and is not to confer any rights or any nature upon any party other than the Client and the Company.
15. **Termination:**
- a. The Company may terminate the Contract immediately by notice through email in the event of the Client's failure to make the due payments under the Contract without rebate or allowance on the due date.
 - b. In the event of the Company terminating the Contract due to the Client being in breach of any of its Terms and Conditions the Client shall immediately pay to the Company all sums due under the Contract without rebate or allowance.
16. **Alterations of Service or Amendments to the Conditions:** The Company reserves the right to make changes to these Terms and Conditions. The Client's Contract with the Company will be subject to the terms and conditions at the time the Client confirms the order on the website unless any change to these Terms and Conditions is required to be made by law or government authority. If any of these Conditions is deemed invalid void or



for any reason unenforceable that condition will be deemed severable and will not affect the validity and enforceability of any remaining Condition.

17. **Governing Law:** The interpretation and performance of any Contract between the Company and the Client and of any of these Terms and Conditions shall be governed by and continued in accordance with Scots Law.