



TERMS AND CONDITIONS

Definitions

'Client' shall mean the party ordering services from Dieudonne Editorial Services.

'Enquiry Form' shall mean the enquiry form completed by the Client on the Dieudonne Editorial Services website or by email/post.

'Services' shall mean the services specified on the Dieudonne Editorial Services website or otherwise agreed in negotiation with Dieudonne Editorial Services.

'Order' shall mean the order confirmation that the Client will be sent once the Enquiry Form has been completed and Dieudonne Editorial Services has confirmed the details of what Dieudonne Editorial Services has agreed to supply to the Client in accordance with these terms and conditions and other various policies to be found on this website.

'Copy', 'Document' and 'Manuscript' refers to the text that the Client requires Dieudonne Editorial Services to provide their services for/on. There is no implied or intended difference between these descriptions.

'Party' or 'Parties' Dieudonne Editorial Services and the Client.

Introduction

All contracts made by Dieudonne Editorial Services for the supply of editorial Services are subject to and governed by these terms and conditions which may only be varied by Dieudonne Editorial Services in writing. No binding contract shall be deemed to have come into existence unless and until accepted in writing by Dieudonne Editorial Services by email or otherwise and shall be at the price stated on this acceptance. The Client will not assign its rights or obligations under these terms and conditions without the prior written consent of Dieudonne Editorial Services. The Contract created by these terms and conditions is between Dieudonne Editorial Services and the Client and does not confer any rights of any nature upon any party other than the Client and Dieudonne Editorial Services.

Dieudonne Editorial Services 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 or the Client being in breach of any of these terms and conditions. In the event of Dieudonne Editorial Services terminating the Contract, the Client shall immediately pay to Dieudonne Editorial Services all sums due under the Contract without rebate or allowance.

The Client assumes all responsibility for any liability resulting from the falsification or misstatement of personal information. Dieudonne Editorial Services reserves the right to refuse service to anyone whom it believes to have falsified personal details.

If a separately agreed arrangement is negotiated and entered into with Dieudonne Editorial Services, the terms of such written agreement are in addition to these online terms and conditions and, to the extent of any inconsistency between these online terms and such written agreement, the written agreement shall take precedence. These online terms, and the terms of any written agreement, coupled with the privacy policy and all other policies shown on the 'Small Print' page of the Dieudonne Editorial Services website, make up the overall agreement between Dieudonne Editorial Services and its Clients.

The contract between the Client and Dieudonne Editorial Services commences as soon as payment is received. Furthermore, receipt of payment confirms the Client's intention to initiate

the service process. If a Client wishes to cancel any services provided by Dieudonne Editorial Services subsequent to payment, then they must contact us and a refund will be issued (minus any costs incurred through administration and service delivery) as per the cancellation schedule shown on the relevant policy on the website. Dieudonne Editorial Services reserves the right to cancel any contract at its discretion for any reason without explanation.

By submitting material to Dieudonne Editorial Services, the Client represents and warrants that they own or otherwise control all the rights to the material that they submit; that the material does not contain any content which violates any applicable local, national or international law or regulation; that the material does not infringe, misappropriate or otherwise violate any copyright, trademark or other intellectual property right, right of privacy, right of publicity or any other right of any entity or person; that use of the material they supply does not violate this policy and will not cause injury to any person or entity; that the material is accurate; and that they will indemnify Dieudonne Editorial Services for all claims resulting from any material they supply. Dieudonne Editorial Services has the right but not the obligation to monitor and refuse any material that violates these conditions. Dieudonne Editorial Services shall have no liability to any Client for the refusal of any such material. Dieudonne Editorial Services takes no responsibility and assumes no liability for any material submitted by the Client or any third party on behalf of the Client.

Dieudonne Editorial Services provides advice on changes that the Client, their publisher, or other third parties may accept, reject, or further modify. Therefore, the content of any finished work is entirely the responsibility of the Client or any other persons to whom the author licenses, delegates, or otherwise assigns control over his or her work. Comments provided to the Client by Dieudonne Editorial Services are provided for personal use only. Rights, credit and acknowledgment for any original work created by Dieudonne Editorial Services will be negotiated on a case-by-case basis. Dieudonne Editorial Services' work on any manuscript does not imply any endorsement of the manuscript's content or of the Client. The parties are independent contractors. These terms, or written agreement to provide services does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties.

Services

Dieudonne Editorial Services works from a standardized set of guidelines that describe in detail the process that all services should meet. Clients are welcome to provide notes and/or style guides in order to achieve certain specific criteria that the Client wishes to follow, which will be subject to agreement by Dieudonne Editorial Services. The Dieudonne Editorial Services standard guidelines can be found on the Services page of the Dieudonne Editorial Services website. All dates and times provided for the delivery of the content are approximate and based on previous orders of similar specifications. Dieudonne Editorial Services cannot be held liable for any loss or damage caused by a later delivery time than has been quoted.

If the Client does not provide accurate contact information, or if they do not respond promptly if further information is required by Dieudonne Editorial Services, then Dieudonne Editorial Services cannot be held responsible for delays in providing the service. Dieudonne Editorial Services strives to meet exact deadlines and prides itself on the prompt service provided. However, Dieudonne Editorial Services is not liable for any result from a delay in the service. In such an instance where a delay may be unavoidable, Dieudonne Editorial Services will make commercially reasonable efforts to contact the Client and remedy the situation.

Payments

All prices are quoted in Great British Pounds (GBP) and payments must be made in that currency. All Clients are required to pay for services prior to any work commencing. Payment must be in full unless otherwise agreed in writing by Dieudonne Editorial Services. Dieudonne Editorial Services may, at its sole discretion, offer monthly invoicing arrangements to regular business Clients and personal Clients and may agree to additional or modified terms for such arrangements. Unless otherwise agreed to in writing, payment is due when the invoice is rendered. Where Dieudonne Editorial Services 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 (1%) per month or part thereof. Dieudonne Editorial Services shall be entitled to suspend the carrying out of 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 Dieudonne Editorial Services in respect of the services rendered shall not entitle the Client to withhold payment for any part of said services or other service purchased by the Client from Dieudonne Editorial Services. The Client agrees to be bound by Dieudonne Editorial Services' refund policy. Refunds will only be given in extreme circumstances – at the complete discretion of Dieudonne Editorial Services. See also the specified refund arrangements on the relevant document on this website. Where a post-pay account has been agreed, payment is due when an invoice is rendered. If the whole or any part of an invoice remains outstanding for more than 30 days, the Client shall pay interest calculated at the rate of 1% per month or part thereof on the overdue balance from the invoice date.

The purchase prices and invoices will be based on information that the Client provides to Dieudonne Editorial Services, including the word count of the document(s), the 'turnaround' speed required and the service requested. The Client represents and warrants that such information is accurate, and the Client agrees to pay to Dieudonne Editorial Services any additional charges arising from any inaccuracy in such information within seven days of notification thereof. Dieudonne Editorial Services is not obligated to verify the accuracy of such information.

Copyright

The Client retains full copyright of any material supplied to Dieudonne Editorial Services and any material completed by Dieudonne Editorial Services as part of the services. The Client shall indemnify and keep Dieudonne Editorial Services 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. Dieudonne Editorial Services takes no responsibility for, and will not be liable for, its website being temporarily unavailable due to technical issues beyond its' control. It is the Client's responsibility to safeguard any original work sent to Dieudonne Editorial Services. Dieudonne Editorial Services does accept responsibility for the content of any copy submitted for editing.

Website users may not download (other than where specifically indicated) or modify any portion of the site except with the express written consent of Dieudonne Editorial Services. This precludes any resale or commercial use of the site or its contents; any collection and use of any service listings, descriptions, or prices; meta data/tags or other hidden text; any derivative use of this site or its contents; any downloading or copying of information for the benefit of another merchant; or any use of data mining, robots, or similar data-gathering and extraction tools. The site or any portion of the site may not be reproduced, duplicated, copied, sold, resold, visited,

or otherwise exploited for any commercial purpose without the express written consent of Dieudonne Editorial Services.

Confidentiality

Subject to the terms of the privacy statement on the Dieudonne Editorial Services' website, Dieudonne Editorial Services 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 and with the written agreement of the Client.

Events beyond reasonable control

Dieudonne Editorial Services 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. Neither party shall be responsible for its failure to perform to the extent due to unforeseen circumstances or causes beyond its control, including but not limited to acts of God, wars, terrorism, riots, embargoes, acts of civil or military authorities, fires, floods, accidents, or strikes, labour problems (other than those involving the employees of the affected party), computer, telecommunications, internet service or hosting facility failures or delays involving hardware, software or power systems not within a party's possession or reasonable control, provided that such party gives the other party prompt written notice of the failure to perform and the reason therefore and uses its reasonable efforts to limit the resulting delay in its performance.

Liability

In no circumstances will Dieudonne Editorial Services 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 their 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. Dieudonne Editorial Services will not be liable for any loss or damage, including, without limitation, indirect or consequential loss or damage, or any loss or damage whatsoever arising from loss of data or profits arising out of, or in connection with, the use of its website or services.

Changes to terms and conditions

Dieudonne Editorial Services reserves the right to make changes to these terms and conditions by updating this page without notice. Dieudonne Editorial Services will make reasonable efforts to ensure its Clients are aware of any such amendments. However, the onus is on the Client to regularly check the Terms and Conditions. These terms were last updated on 16th September 2022.

Waiver

The waiver or variation of any of these terms and conditions at any time by Dieudonne Editorial Services will constitute a waiver or variation for the purpose of that particular transaction only and the Client's obligations shall remain in full force and effect.

Governing law

The interpretation and performance of any contract between Dieudonne Editorial Services and the Client and of any of these terms and conditions shall be governed by and continued in accordance with the law of the Isle of Man. If Manx law does not cover the specific area, and only then, English Law may be considered. Any legal action against Dieudonne Editorial Services

shall take place in the courts of the Isle of Man. If any provision of this agreement shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this agreement and shall not affect the validity and enforceability of any remaining provisions.

Plagiarism

Dieudonne Editorial Services does not condone, nor is it ever knowingly involved in, plagiarism. It reserves the right to decline any work that is believed to contain plagiarised content. Dieudonne Editorial Services is also not responsible or liable for infringement of copyright, or any defamation or other loss or damage as a result of copy that has been subjected to its services. Where plagiarism or discrimination are alleged to be present subsequent to the acceptance of a document, Dieudonne Editorial Services reserves the right to suspend services until the matter is resolved. The Client will be alerted as to this allegation if not aware, and will be charged for work undertaken prior to the notification of such allegation. Dieudonne Editorial Services shall be under no obligation to investigate any third-party allegations of this nature and may act entirely within its own discretion as to proceeding with editing the relevant work product.

Academic and student clients

Prior to using Dieudonne Editorial Services, student users should check their academic establishment's rules and regulations. Dieudonne Editorial Services is not liable for any damages related to the use of their services, or any errors or inaccuracies that may remain in the copy.

Right to refuse work

Dieudonne Editorial Services reserves the right to refuse any document that advocates racism or discrimination, or is deemed hateful, threatening, abusive, or insulting, alongside any material which is in violation of national or international law. Upon acceptance of the copy, Dieudonne Editorial Services has the right to subsequently refuse the job if it does not meet the standard that makes it possible for them to complete the work. This also includes situations where they reasonably believe that they cannot carry out the job to an acceptable standard due to issues with the copy. If the copy is refused, the Client will be notified via email, and payment will be reimbursed minus any associated fees incurred.

Electronic communications

When Clients visit the Dieudonne Editorial Services website or send e-mails to them, they are communicating with them electronically. The Client agrees to receive communications from Dieudonne Editorial Services electronically. They will communicate with Clients by e-mail, or by posting notices on the Dieudonne Editorial Services website. If Clients do not use electronic communications then arrangements will be made with them by Dieudonne Editorial Services for alternative methods of communication. Unless otherwise indicated, Dieudonne Editorial Services does not guarantee the confidentiality of electronic communications. The Client agrees that all agreements, disclosures, notices, and other communications that are provided to them electronically satisfy any legal requirement that such communications be in writing.

Whilst Dieudonne Editorial Services endeavours to ensure that any electronic files originating from them are free of known computer viruses, they provide no warranty or guarantee that files are virus free, and are not able to provide any assurances with respect to emails or attachments that may have originated with third parties.

Non-refund policy

Dieudonne Editorial Services is committed to providing excellent editing and proofreading services at affordable prices. However, Dieudonne Editorial Services is not obligated to refund the purchase price of any service under any circumstance unless explicitly agreed to by Dieudonne Editorial Services. Price, terms, and availability are subject to change without notice. Dieudonne Editorial Services reserves the right to request payment prior to delivery of service, to refuse service, or to cancel orders, or to limit quantities at Dieudonne Editorial Services' sole discretion and refunds will be dependent upon the circumstances, and subject to reasonable deductions for services already carried out.

Declaration

The aforementioned terms and conditions should be read in conjunction with the other policy documents on the 'Small Print' page of the Dieudonne Editorial Services website, which may give additional details pursuant to the items identified above, namely

- Privacy Policy;
- Security and ownership of your copy;
- Payments, Cancellations, Corrections, Delays and Refunds.

These policies constitute the complete and exclusive statement of the mutual understanding of the parties and supersede and cancel all previous written and oral agreements and communications relating to the subject matter hereof. If any provision of this agreement shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this agreement and shall not affect the validity and enforceability of any remaining provisions. Please note that these terms and conditions may contain provisions that may limit a Client's rights, and limit the liability of Dieudonne Editorial Services, such as under the section entitled "Liability".

ENDS.