



Editio

Proofreading and Editing Services

Terms and Conditions

EDITIO

1. 'Editio' refers to the registered business with Australian Business Number (ABN 14 223 664 685).

CLIENT

2. 'Client' refers to the person or their representative who contracts and accepts the services of Editio by completing any of Editio's forms which are hosted completely on EmailMeForm servers and by paying Editio the monies stated on the Quotation.
3. If the Client is a Business or a Company then one person shall be appointed to deal with Editio on matters relating to the services Editio provides. If the Client is a Business or a Company and the said Company has not paid Editio any monies owed, then the director or directors of such Company shall be personally responsible for payment of any outstanding monies owed to Editio according to the attachment to the Quotation that was completed prior to sending payment.

ACCEPTANCE OF TERMS AND CONDITIONS

4. The payment of monies to Editio constitutes an acknowledgement that the Client has read, understood, agreed to and accepted the terms and conditions contained in Editio's Terms and Conditions and any other information contained on the website.

LAWS GOVERNING THE TERMS AND CONDITIONS

5. The Terms and Conditions shall be governed by the laws of the State of Victoria and the Commonwealth of Australia. Editio will notify the relevant authorities, either the Australian Federal Police or Victoria Police, if any offensive material is received that might contravene Australian or Victorian law.

SEVEN (7) DAYS

6. Seven (7) days, for the purpose of this document, Terms and Conditions, means seven days including the weekend and Public Holidays, both Victorian and Australian Public Holidays.

DOCUMENT

7. Document shall mean any essay, theses, dissertation, work of fiction, letter, memoranda, form, work of non-fiction, indeed any work submit to Editio for proofreading, copy editing, substantive editing or other service. Editio will keep copies of original documents and corrected marked up versions of documents on file.

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CLOSE OF BUSINESS

8. Close of Business listed on website, emails, quotations, invoices and other correspondence, shall mean midnight on the day specified either at Australian Eastern Standard Time or Australian Eastern Daylight Time, whichever is the legal time in the State of Victoria at that time.

EDITIO'S RESPONSIBILITIES

9. Editio agrees to undertake any work in a professional manner and to a professional standard and will commence jobs, as far as possible, in the order they are received.
10. Editio cannot be held responsible for any circumstances beyond our control that prevent us from fulfilling our obligations under the Terms and Conditions described and will not undertake any work that it cannot reasonably complete according to the Client's deadline or requirements unless the Client agrees to a different deadline and will endeavour to complete the job by the date specified in the Quotation Form unless unforeseen circumstances prevent this, such as Electricity Supply, Computer, Internet Service Providers, Web Host and Server problems, Health, Accidents, Serious Illness, Emergencies or Bereavements.
11. Editio will endeavour to fix any problems, as soon as possible, but if problems persist then Editio will discuss matters with Clients to satisfactorily deal with any given situation.
12. Editio disclaims all liability for any loss, damage or injury resulting from the use of edited material and accepts no responsibility for the contents of the Document and any legal action that might ensue from such content. Editio is not responsible for any work that is lost and is not liable for online theft or fraud.
13. Editio reserves the right not to provide a quote in response to a Quotation Form and reserves the right to refuse any Document which it considers offensive.
14. Editio reserves the right to change the terms and conditions at any time without notice.
15. Editio does not guarantee the reliability of the servers that host Editio's website or EmailMeForm's website.
16. Editio is not responsible for the accuracy of the Client's content and is not responsible for checking the veracity of facts contained in Clients' documents or the accuracy of any facts that the Client relies on to write their Document and is not responsible for any legal fees incurred by the Client as a result of using the services of Editio.
17. Editio will take all precautions to protect the confidentiality of any document received.
18. Editio will not be held liable for the loss of Clients' documents through computer hacking, computer theft, email hacking or other means of theft relating to the Clients' document.

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CLIENT'S RESPONSIBILITIES

19. The Client solely is responsible for the content and final use of the Document and how it implements any changes suggested by Editio.
20. The Client solely is responsible for providing accurate contact information such as names, addresses, telephone numbers and email addresses and must submit copies of their work and not the original. Editio does not take any responsibility for any work lost by the Client.
21. If the Client requires Editio to sign a Non-Disclosure Agreement or Confidentiality Agreement, then a copy of any such Agreement will need to be sent to Editio's Solicitor for legal advice. The Client will pay an upfront fee to cover the Solicitor's legal advice which is non-refundable if Editio, after obtaining legal advice, decides not to sign the said Agreement. No work can be done until legal advice is received and legal fees paid in full.
22. The Client solely is responsible for assuring that the Document conforms to Commonwealth legislation, compliance with their University policies and for the grades that result from using the services of Editio as these are factors beyond Editio's control.
23. The Client solely is responsible for the factual accuracy of the Document and any research performed in the preparation of their Document and is responsible for any violation or infringement of any intellectual property or other rights or any person or entity by the Client.
24. The Client solely is responsible for checking any changes made by Editio to their Word Document using the Track Changes feature prior to accepting them.
25. The Client solely is responsible for any claims made by a third party arising from the Client's use of Editio's services and agrees to indemnify Editio from any claim made by a third party arising from the Client's use of Editio's services. It is hereby expressly agreed to by the Client that Editio will not be liable for any slanderous material provided by the Client. The Client hereby indemnifies Editio of any actions or proceedings brought by any party in relation to any slanderous or defamatory material.
26. The Client solely is responsible for advising Editio, within seven days, if it requires any revisions. The Client will not request a refund where minor corrections would rectify any problems or grievances Clients might have against Editio's performance and agrees not to make spurious statements about Editio's performance with the sole purpose of receiving Editio's services for free.

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RATES AND PRICES

27. Editio reserves the right to change rates and prices at any time. If the rates and prices change, Editio will honour the prices listed on the Quotation, if it is accepted within the specified seven (7) day period.
28. If the service required by the Client falls outside the scope of what is listed on this website and on this Terms and Conditions agreement, then Editio reserves the right to charge a rate appropriate for such work.

INVOICES

29. Invoices will be issued in a PDF format and sent to the email address supplied by the Client after any payment is made to Editio.

PAYMENTS

30. Payments must be finalised, in full, before any work commences and must be made by Direct Bank Deposit to Editio's Commonwealth Bank Business Transaction Account or by using PayPal.
31. Large jobs will require progressive payments according to the schedule attached to the Quotation.
32. Clients agree that Editio will not commence work until monies have cleared in Editio's Business Transaction Account or by using PayPal.

REFUND POLICY

33. The work performed in proofreading and editing services is done to the best of Editio's ability. It is the responsibility of the Client what the final text looks like and what they include in their document before printing, publication or submission. If Editio has performed all the tasks listed on the web site for the service that the Client has paid for, it has fulfilled its obligation to the Client and the Client is not entitled to a refund.
34. The Client must advise, to Editio's satisfaction, the reasons why the work carried out by Editio was not within the scope of the original Quotation and Invoice and how Editio failed to perform the tasks relating to the service the Client has paid for.
35. The Client solely is responsible for advising Editio by email, within seven days, if it requires a refund and on what basis the Client seeks a refund. The Client gives up its right to a refund, if seven days after receiving their document, they have not notified Editio that they are requesting a refund and the basis for such refund.
36. Clients will receive a refund if Editio has failed to perform, for whatever reason, the service the Client has paid for. Clients will be granted a refund only for the portion of the job not completed.
37. Clients granted a refund will be asked for Bank Account Details in order to finalise any such refund. Editio will not be responsible for the Client supplying incorrect Bank Account Numbers for refunds.

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REFUSAL OF WORK

38. Editio reserves the right to refuse any job for whatever reason, if the content of the Document is deemed to be discriminatory or offensive or if it feels unable to complete the work within the client's specified timeframe.

REVISIONS TO DOCUMENT

39. A revision means a clarification of any areas of the work that Editio has performed and does not mean that the original service requested will be performed a second time and that Editio will perform a higher level of service for the original service.
40. The Client must advise, to Editio's satisfaction, the reasons why the work carried out by Editio was not within the scope of the original Quotation and Invoice and failed to meet its obligations to the Client. Only one revision for each original Quotation and Invoice will be allowed. The Client must advise Editio within seven (7) days if revisions are required. After seven (7) days Clients are no longer entitled to a revision.
41. If the amount of work performed exceeds the level of work paid for, as set out on Editio's website, the Client forfeits the right to any revision and Editio will sign off on the work at the time the corrected document is returned to the Client and the seven (7) days period, described in section 37 of this Agreement, will not apply.
42. If a revision is approved and performed on your document, Editio will sign off on the job once the revised document is sent to Client.

RETURN OF DOCUMENT

43. Payment by Direct Bank Deposit to a Commonwealth Bank business account must be finalised before the Document is returned to client according to the Client's instructions. Documents are returned electronically unless specified otherwise.

TERMINATION OF SERVICES

44. Editio reserves the right to terminate its Service to Client at any time and for any reason and will terminate its Service to Client if the Client violates any of the terms contained in the Terms and Conditions.
45. Editio's intention to terminate will occur by email. Editio will terminate a job after commencement, if it is deemed offensive and a refund, for any portion of job not completed, will be given.

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CANCELLATION OF SERVICES

46. If the Client wishes to cancel the Services of Editio, they must advise Editio immediately in writing, by email, so that a refund for the incomplete portion of the work can be made to Client.

SIGNING OFF

47. Editio assumes that the Client is satisfied with the Service that Editio has provided to the Client and will sign off on the work if we have not heard from the Client within seven (7) days of Editio returning the Document to Client.
48. If Editio has agreed to complete work on your document before monies have cleared, then Editio will sign off on the job at the time the corrected document is returned to client and the seven (7) day period shall not apply.
49. If requested payments were delayed and then finalised during a period comprising the weekend and public holidays and this delayed the clearance of monies and if Editio subsequently agreed to complete the work before monies are cleared, then Editio will sign off on the job at the time the corrected document is returned and the seven (7) day signing off period shall not apply.
50. If the Client sends their document to Editio for proofreading and editing services and subsequently changes parts of the document requiring further submissions to Editio and thus delay the completion of the job and its return to the Client, then Editio will sign off on the job at the time the corrected document is returned to the Client and the seven (7) day period shall not apply.

COPYRIGHT

51. The copyright of any Document submitted to Editio will remain with the Client (except third party copyright).
52. The Client retains the copyright of any document submitted to Editio for any of Editio's services excluding the Document Creation Service and Historical Research Services.

THIRD PARTY COPYRIGHT

53. Editio bears no responsibility for Clients using copyrighted material without permission or for Clients not following any Copyright Holders' stipulations, it is the Client's responsibility to seek and obtain permission for the use of copyright material.

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PLAGIARISM AND BREACH OF COPYRIGHT

54. Editio assumes no responsibility for any plagiarism or breach of copyright that Clients commit with their Document.
55. Editio may contact a Client's University if the Client's expressly states that it wishes to engage Editio to write work for them and that such work will be submitted as their own work, as this constitutes plagiarism. Editio will under no circumstances write work for Students, whether Undergraduate or Graduates.

ERROR AND OMISSIONS

56. Editio is not responsible for errors and omissions caused by the Client not clearly communicating their requirements. The Client solely is responsible for providing an accurate and working email address that is set up to receive emails and the return of Documents by Editio.

GUARANTEES

57. Editio does not guarantee that work performed is 100% error free or the accuracy of its website and shall not be held liable for any loss or damage resulting from inaccuracies or omissions on our website.
58. The presence of errors that require revision or correction does not indicate that we have not performed our service well or in accordance with the Terms and Conditions.

WARRANTIES

59. Editio does not offer any warranties of its services, expressed or implied.
60. The Client solely is responsible for checking any correspondence, service or information provided by Editio.

PRIVACY POLICY

61. Any Document submitted to Editio is guaranteed to remain confidential both during and after completion of job, unless Victorian or Australian law requires Editio to reveal such information. Editio reserves the right to reveal the Client's name and address to the relevant authorities, if it believes that a crime has taken place or is about to take place.
62. Any information collected through the Quotation Form is for the exclusive use of Editio in completing the Invoice and to return Documents to Clients and Editio will not sell your personal information to third parties. Editio does not collect personal information from cookies.

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SECURITY

63. The Client solely is responsible for the security of their computer.

LIMITATION OF LIABILITY

64. The Client must advise Editio within seven (7) days after receipt of the Documents if they have any grievance with the services provided by Editio and agrees that only the amount of the transaction can be in dispute and may be claimed from Editio as damages and waives any further right to a grievance against Editio, after seven days. Editio is not liable for any damages arising from the use of our services.
65. Any correspondence whether text messages, written and posted letters or emails and any conversations are governed by Editio's Terms and Conditions.

18 YEARS OF AGE

66. Clients must be 18 years of age to accept the terms and conditions. If the Client is found to be less than 18 years of age at the time of transacting Editio for Services, this Terms and Agreement document shall be null and void.

INAPPROPRIATE MATERIAL

67. If any Client sends Editio any inappropriate material, whether documents or images, such as Pornography or other offensive material of a Racial or Religious nature, they will be immediately reported to the Australian Federal Police.

THESES

68. Any proofreading or editorial work will be restricted to Sections D (Language and illustrations) and Section E (Completeness and consistency) of IPED'S Australian Standards for Editing Practice.
69. Candidates should submit their thesis for proofreading or editorial work in an electronic format. Candidates will have their corrected thesis returned in a Word Document with Track Changes showing. Editio will keep copies of the original and all marked-up versions of work on file.
70. The name of editor (Claudia Butera) and brief description of the services provided by Editio should appear in the acknowledgement or other relevant section. If Editio's academic specialisation is similar to the Candidates, any such information should also be acknowledged in the Candidate's thesis, in the relevant section.

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