



MS ASSESSMENT TS & CS

5/27/2015

The Literary Professionals endeavour to provide a once-off critique. If the report is deemed unclear by both the client and the service provider we will undertake to advise accordingly on any matters that require further expansion. Our aim is to help and support writers, however it is important to note that the fee covers the once-off report issued only and no further services.

Acceptance: Payment of the appropriate rate for the correct word count of the manuscript uploaded constitutes instruction to commence the project and constitutes acceptance of these terms and conditions. Irish law applies. Terms and conditions of business are subject to change. Failure to make the correct payment will result in the work being cancelled and a refund being made unless the customer makes the advised alteration to the payment.

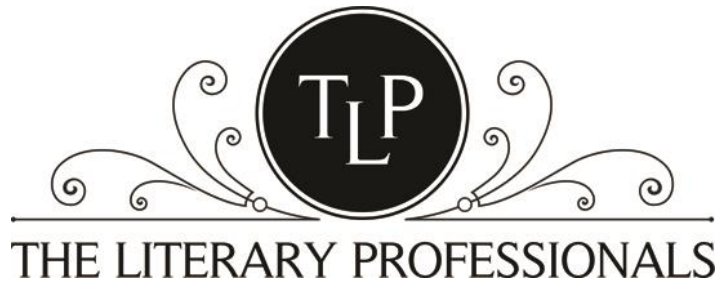
Alteration/Amendments: The Literary Professionals reserve the right to make changes to our services, policies, and these terms and conditions of use at any time. You will be subject to the policies and terms and conditions of use in force at all time. If you breach these conditions and we take no action, we will still be entitled to use our rights and remedies in any other situation where you breach these conditions.

Cancellation & Delivery Dates: In the event of cancellation by the client prior to the completion of the work, full payment will be held unless otherwise dictated by The Literary Professionals. The Literary Professionals provide a delivery date for appraisal reports for guideline purposes only. Guideline delivery dates are issued prior to the work being examined. We aim to deliver as close as possible to this date but cannot guarantee this due to the nature of the work involved.

Copyright and Confidentiality: The copyright of your work is automatically yours and remains yours at all times. Your work will be treated in the strictest confidence. All manuscripts received by The Literary Professionals will be kept private and confidential. All information and reports received by the client from The Literary including the appraisal report, is confidential, copyright and subject to the following conditions: All information provided by The Literary Professionals to the client is the intellectual property of The Literary Professionals. The client may not reuse/share/copy/record/ replicate any of the information provided by The Literary Professionals without prior permission. All information supplied by The Literary Professionals is subject to both Copyright and Database Rights under the Copyright and Related Rights Act 2000. You should not disclose any contractual or operational techniques of The Literary Professionals to any third party. You shall not use The Literary Professionals name or details or that of any of its personnel or associates in any publicity or disclose them to third parties without our express written consent. On occasion The Literary Professionals may wish to submit a manuscript to an agent or publisher on behalf of a client but explicit written permission will be sought prior to any submission being made.

Ending the Contract: The Literary Professionals may at any time terminate this Contract immediately and return the appropriate portion of unearned fees to the Client.

Guarantees: The Literary Professionals does not guarantee acceptance by agents or publishers of the client's work on furnishing of an appraisal report or on any or all of The Literary Professionals suggestions/advice or general feedback being put into practice.



Indemnity: You agree to indemnify The Literary Professionals against any claims or legal proceedings arising from any use by you of the service under this contract relating to your work (including but not limited to claims in respect of defamation, breach of copyright or other intellectual property right infringement) which are brought or threatened against us by another person.

Intellectual Property Rights: The documents, files and work provided to the client, including but not limited to images, text, photographs, designs, icons and illustrations, except those already covered by existing copyright and intellectual property protections, are the property of The Literary Professionals. All ideas, content and other physical and intellectual matter compiled and created and developed by The Literary Professionals shall remain the property of The Literary Professionals and no transfer of ownership is granted or implied. All copying and distribution of any of the information, documents and files supplied by The Literary Professionals is strictly forbidden.

Liability: In performing any obligation under this contract, The Literary Professionals duty is only to exercise reasonable care and skill and service the client to the best of our ability with the current circumstances.

Matters Beyond our Reasonable Control: If we cannot do what we have promised in the contract because of something beyond our reasonable control we will not be liable for this.

Retention of Title: The content and services provided by us remain the property of The Literary Professionals until full payment has been received.

Service: The Literary Professionals agree to provide you with the service in accordance with the terms and conditions of the contract. The Literary Professionals make no guarantees or assurances about the service provided. The Literary Professionals may temporarily suspend the whole or any part of the Service for any reason at our sole discretion.

Variation of Terms and Conditions: The Literary Professionals may modify these Terms and Conditions at any time, such modifications becoming effective immediately. By continuing to use the Service you will be deemed to accept such modification.