

## TERMS AND CONDITIONS

### **IMPORTANT**

**PLEASE DON'T COPY ANYTHING FROM OUR WEBSITE OR OUR LITERATURE WITHOUT ASKING PERMISSION**

**ANY VIOLATION OF OUR COPYRIGHTS OR INTELLECTUAL PROPERTY RIGHTS WILL BE PURSUED THROUGH THE COURTS**

**Please Note; we work from secure premises, protected 24 hours a day, access to all work areas is strictly controlled. For insurance, confidentiality and safety reasons, we cannot permit personal visits to our premises.**

**Terms & Conditions;** we are pleased to accept work worldwide, however, our output is in English and our payment terms must be agreed and followed. Written confirmation (e-mails accepted) and deposit may be required before undertaking any project. The written confirmation should include details of the task and any specific requirements, and indicates the client's acceptance of our Terms & Conditions. By commissioning any of our services verbally or in writing you agree to be bound by all GCDC Limited Terms and Conditions.

**Confidentiality;** every client has the assurance that they are covered by a rigorous service level agreement, and all our work is carried out to the highest levels of confidentiality and security.

**Estimates;** can be provided on request but please see our pricing page as a guide to all services. All estimates are valid for 30 days only and may be subject to change, the client will be informed immediately of any variations exceeding 10% of the original estimate.

**Payments;** can be made by cheque, payable to GCDC Limited. Credit Cards are accepted online FOR UK CARD HOLDERS ONLY. PayPal is accepted from our overseas clients.

**Administration;** we reserve the right to charge administration fees on overdue amounts from the date of the invoice. If a cheque is returned by the bank, the client will be responsible for all bank charges. An invoice may be submitted at any time for the completed work. Payment is due from the date of the invoice, unless prior arrangements have been made.

**Cancellation and refunds;** we reserve the right to cancel services at any time and if a client contravenes any of our terms and conditions a refund will not be issued. Customers may cancel their account at any time.

**Proofreading/Editing;** final responsibility for proofreading errors in completed work (including manuscripts, dissertations) rests with the client. GCDC Limited can accept no responsibility for errors found after submission but will gladly correct any found within a reasonable time scale. If errors are found in the work, they will be rectified free of charge but they must be notified within 7 days of completion. GCDC Limited is not responsible for the end use of any document produced or edited by us. Clients are solely responsible for its appropriate use, including abiding by any copyright laws, plagiarism laws and publishing requirements. GCDC Limited is not responsible for the content of any document supplied to them. Clients should not pass off plagiarised material as their own original work. GCDC Limited will assume no responsibility for any plagiarised material supplied by a client and reserves the right to return the work should GCDC Limited become aware of such inappropriate use. GCDC Limited retains the right to reject work for any client who involves material GCDC Limited finds to be illegal, immoral or objectionable. Should any errors be found in the work, GCDC Limited is liable for the cost of our work only - no further liability is acknowledged.

**Back-up;** copies of client files are kept for a period of one year only. After that time, they may be deleted. We advise all clients that original documents should be sent via a traceable method of delivery, either by post office special delivery or courier.

**Viruses;** in the current climate of prolific computer viruses, all incoming emails, files or disks will be scanned. However, even after scanning we may not open unsolicited attachments to emails or emails containing no message alongside the attachment.

**Indemnification;** clients agree that they shall defend, indemnify, save and hold GCDC Limited harmless from any and all demands, liabilities, losses, costs and claims, including reasonable attorney's fees asserted against GCDC Limited, its agents, its customers, officers and employees, that may arise or result from any service provided or performed or agreed to be performed or any product sold by customer, its agents, employees or assigns. Clients also agree to defend, indemnify and hold harmless GCDC Limited against liabilities arising out of; (1) any injury to person or property caused by any products sold or otherwise distributed in connection with GCDC Limited; (2) any material supplied by customer infringing or allegedly infringing on the proprietary rights of a third party; (3) copyright infringement and (4) any defective products sold to customer from GCDC Limited.

**Disclaimer;** GCDC Limited will not be responsible for any damages you or your business may suffer. GCDC Limited makes no warranties of any kind, expressed or implied for services we provide. GCDC Limited disclaims any warranty or merchantability or fitness for a particular purpose. This includes loss of data resulting from delays, non deliveries, wrong delivery, and any and all service interruptions caused by GCDC Limited and its employees.

**Force Majeure;** GCDC Limited shall not be liable for any breach of its obligations or for compensation or refund for loss, damage or delay resulting from an event of Force Majeure. If an event of Force Majeure continues for more than 30 days, then GCDC Limited shall be entitled to terminate any agreements, and shall not have any liability in respect of the termination caused by the event.

**Consequential loss;** GCDC Limited does not offer compensation for consequential loss on any of its services. GCDC Limited is not liable for any loss of profits, business revenue, goodwill or anticipated savings whether direct, indirect, foreseeable or unforeseeable arising out of delay or failure in conveyance or delivery by either an employee or GCDC Limited or one of its partners.

**Territory;** these terms and conditions shall be governed by and construed in accordance with the Isle of Man law and subject to the exclusive jurisdiction of the Manx courts.

**Money Laundering and the Financing of Terrorism;** The Isle of Man has applied the "Know Your Customer" ("KYC") principle since 1985. Provisions are now in place to determine how customers and clients are adequately identified and their identification verified. KYC is a general term to describe the process of obtaining, retaining and using information about a customer such that his identity and residential address are verified. We keep adequate records and have effective staff in this area.

**Legal Disclaimer;** we reserve the right to disclose your personally identifiable information as required by law and when we believe that disclosure is necessary to protect our rights and/or to comply with a judicial proceeding, court order, or legal process served upon us.

**Registration;** is not required to browse our website. However, if you wish us to provide you with a quote for services you may need to complete the on-line quote request form. When filling in this form you are required to give contact information (such as name and email address). We use this information to contact you about the services on our site in which you have expressed interest and any other future offers we deem to be appropriate. GCDC Limited has sole ownership interest of the information collected. GCDC Limited collects personally identifiable information from our users via our websites, e-mail marketing and telephone calls or by post.

**Uses of Information;** you have provided GCDC Limited with may trigger information on new products and services, special offers or general information being sent to you on an infrequent basis. If you purchase a product or service from us, we request certain personally identifiable information from you to process your order. If we have trouble processing an order, we will use this information to contact you. If you would prefer not to receive any information from us then please let us know. We do not store any sensitive information on any website nor in the public domain.

**Cookies;** We do not collect any information through cookies on our website. We do not share your information with other third parties outside the group of businesses owned, operated or managed by GCDC Limited.

**Service Providers;** we use a third party to provide the file sending service on our website. None of this data is collected by our service provider.

**External Links;** to other websites that are not owned or controlled by GCDC Limited, please be aware that we are not responsible for the privacy practices of such other sites. We encourage you to be aware when you leave our website and to read the privacy statements of each and every Web site that collects personally identifiable information. This privacy statement applies only to information collected by our website.

**Changes;** to this privacy policy will posted to this policy and other places we deem appropriate so that you are aware of what information we collect, how we use it. GCDC Limited reserves the right to revise its policies at any time, so please review it frequently.

**Contact us;** we welcome any questions or suggestions you may have regarding these terms and conditions, our business, security or privacy policy.

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