

Terms and Conditions

Effective Date: 18th day of October, 2023

These terms and conditions (the 'Terms and Conditions') govern the use of Dramatically Correct (the 'Site') and any request for services (the 'Request') by the Client or its agency (the 'Client').

This Site is owned and operated by Susan Moran, owner of Dramatically Correct. By using this Site, you indicate that you have read and understood these Terms and Conditions and agree to abide by them at all times.

Intellectual Property

All content published and made available on the Site is the property of Dramatically Correct and the Site's creators. This includes, but is not limited to images, text, logos, documents, and anything that contributes to the composition of this Site.

Age Restrictions

The minimum age to use this Site is 18 years old. By using this Site, users agree that they are over 18 years old. Dramatically Correct does not assume any legal responsibility for false statements about age.

Acceptable Use

As a user of this Site, you agree to use the Site legally, not to use this Site for illegal purposes, and not to:

- Violate the intellectual property of the Site owners or any third party to the Site; or
- Act in any way that could be considered fraudulent.

Sale of Services

These Terms and Conditions govern the following sale of services available on this Site:

- Manuscript Assessments;
- Structural Editing;
- TV & Film Script Development;
- Copyediting;
- Proofreading; and
- Self-Publishing.

These Terms and Conditions apply to all of the services that are displayed on the Site at the time you access it. All information, descriptions or images provided about our services are as accurate as possible.

Acceptance/Rejection of Requests

Your Request is initially only a proposal made to Dramatically Correct/Susan Moran for editing or self-publishing services. The Request is not binding on Dramatically Correct/Susan Moran unless or until Dramatically Correct/Susan Moran provides written confirmation of its acceptance to the Client.

Dramatically Correct/Susan Moran reserves the right to accept or reject any Request. Acceptance of a Request only obligates Dramatically Correct/Susan Moran to use professionally reasonable efforts to provide the services described in the Request, subject to a detailed and agreed upon brief being performed.

Terms of Payment

Upon receipt of a Client's Request and a copy of their work, Dramatically Correct/Susan Moran will provide a no-obligation free quote, which must be approved in writing with an agreed due date before the commencement of any work. Quotes are valid for 30 days from the date sent.

Quotes are based on information originally presented, including the total word count of a Client's work. If this information alters significantly prior to commencement or during the work, the original quote will require an adjustment. An updated quote will be emailed for the Client's approval before any further work is undertaken.

For all professional editing and/or self-publishing services provided by Dramatically Correct/Susan Moran, full payment is required upfront. Payment may be made by direct deposit. Bank details will be provided. In the event that Dramatically Correct/Susan Moran has to modify, reject or cancel a Client's Request and the Client has already processed their payment, a full refund will be provided to the Client, equal to the amount paid. The Client agrees to verify receipt of any refund.

Confidentiality

When providing us with your Personal Data, such as completing the Contact Form, you must provide current and accurate information. All subsequent correspondence and documents exchanged between Dramatically Correct/Susan Moran and the Client will be treated as confidential. During the term of the Request, neither party will use or disclose any "Confidential Information" of the other party without the other's consent.

Copyright

Dramatically Correct/Susan Moran retains copyright of any artwork files created for a Client until payment for completed work is received in full. Upon receipt of a Client's payment, complete copyright of all associated artwork files passes to them. Please note that in accordance with Australian Copyright Law, copyright of a Client's written and/or illustrative content is automatically granted and exists as soon as they express their creation in material form. All clients retain 100% copyright of their own creative content.

Consumer Protection Law

Where the Consumer Protection Law, Schedule 2 of the Competition and Consumer Act 2010, or any other consumer protection legislation in your jurisdiction applies and cannot be excluded, these Terms and Conditions will not limit a Client's legal rights and remedies under that legislation. These Terms and Conditions will be read subject to the mandatory provisions of that legislation. If there is a conflict between these Terms and Conditions and that legislation, the mandatory provisions of the legislation will apply.

Links to Other Websites

This Site contains links to third party websites that are not owned or controlled by Dramatically Correct/Susan Moran. Dramatically Correct/Susan Moran is not responsible for the content, policies, or practices of any third party website or service linked to this Site. It is a Client's responsibility to read the terms and conditions and privacy policies of these third party websites before using these sites.

Limitation of Liability

Dramatically Correct/Susan Moran will not be liable for any actions, claims, losses, damages, liabilities and expenses including legal fees from a Client's use of the Site.

In the event that Dramatically Correct/Susan Moran fails to deliver any services, in accordance with, and within the time period(s) set forth in the applicable Request, or in the event of any other failure, technical or otherwise of such services or deliverables, in no event shall be liable under this agreement for any consequential, special, indirect or punitive damages including, without limitation, lost profits, whether based in contract, tort or otherwise. In no event shall Dramatically Correct/Susan Moran have collective liability under this agreement for any claim exceeding the collective amount of the Request. Without limiting the foregoing, Dramatically Correct/Susan Moran shall have no liability for any failure or delay resulting from any governmental action, fire, flood, insurrection, cyclone, power failure, riot, explosion, work slowdown or any other condition affecting service delivery in any manner beyond the control of Dramatically Correct/Susan Moran. The Client acknowledges that Dramatically Correct/Susan Moran has entered into this Agreement in reliance upon the limitations of liability set forth and that the same is an essential basis of the agreement between the parties.

Dramatically Correct/Susan Moran endeavours to provide a complete and accurate service for all projects undertaken. However, the Client is ultimately responsible for reviewing and proofreading all final changes prior to publication. For those authors who decide not to commission Dramatically Correct/Susan Moran for professional editing/proofreading services, any errors present in your published book are entirely your responsibility.

Dramatically Correct/Susan Moran will also not be held accountable for any legal liabilities incurred in relation to a Client's content or subject matter, or any losses arising from them using our service. While Dramatically Correct/Susan Moran exercise due diligence regarding preparation of any written and graphic content, the Client is responsible for all trademark, patent and copyright infringement clearances. Dramatically Correct reserves the right to decline work that contains plagiarised content, or any project involving text which is deemed to be obscene, defamatory or otherwise offensive.

Dramatically Correct/Susan Moran reserve the right to display a Client's completed and/or published project (front cover image only) and testimonial (if provided) as part of its portfolio on the Site unless a Client specifically requests otherwise.

Indemnity

Except where prohibited by law, by using this Site a Client indemnifies and hold harmless Dramatically Correct/Susan Moran, along with any officers, agents, employees, subsidiaries and affiliates, from any actions, claims, losses, damages, liabilities and expenses including legal fees arising out of their use of this Site or their violation of these Terms and Conditions.

Applicable Law

These Terms and Conditions are governed by the laws of the State of Queensland.

Changes

These Terms and Conditions may be amended from time to time in order to maintain compliance with the law and to reflect any changes in the way we operate the Site and the way we expect users to behave with regards to our Site. We will notify users by email of changes to these Terms and Conditions or post a notice on our Site.

Contact Details

Please contact Susan Moran if you have any questions or concerns via the Contact page on the Site.