

Terms and Conditions of Sale

By using our website and services, and by placing an order with Academic Answers, you acknowledge that you have read through the following terms and conditions and agree to them in full. These terms incorporate our [privacy policy](#). You also accept that the following terms and conditions represent our entire agreement with you:

1. Our Agreement to Act as Agency for You (the "Customer")

1. Academic Answers acts as an agent for qualified experts to sell original work to their customers
2. The Customer appoints Academic Answers (the "Agency") to locate an expert (the "Expert") in order to carry out research and/or assessment services (the "Work") to the Customer during the term of the agreement in accordance with these provisions
3. The Agency undertakes to procure that all Work supplied through its services will be equivalent to the quality standard the Customer selects when placing their order
4. The Customer agrees to check the Work and contact the Agency within 7 days of the due delivery date if they believe the guarantees of the Expert have not been met
5. In the event that the Customer is not satisfied that the Work meets the quality standard they have ordered, the Customer will have the remedies available to them as set out in this agreement
6. The Customer is not permitted to make direct contact with the Expert -- the Agency will act as an intermediary between the Customer and the Expert.

2. Term of Appointment

1. The agreement between the Customer and the Agency (collectively the "Parties") shall commence once the Agency have confirmed that a suitable expert is available to undertake the Customer's order ("Order") and have obtained payment from the Customer (the "Commencement Date")
2. The Agreement will continue between the Parties until the time period allowed for amendments has expired, notwithstanding the subsisting clauses stated below, unless terminated sooner by either party in accordance with these provisions.
3. The following clauses will succeed following termination of the agreement between the Parties: 7 (Plagiarism), 8 (Data Protection), 10.5 (Paid Amendments), 12, 14 and 15 (Refunds and Payment Up Front), and 16 (Copyright)

3. Agency Services

1. In order to provide research and/or assessment services to fulfil the Customer's Order, the Agency will allocate a suitably qualified Expert which it deems to

hold appropriate levels of qualification and experience to undertake the Customer's Order

2. **The Agency undertakes to exercise all reasonable skill and judgement in allocating a suitable expert, having regard to the available experts' qualifications, experience and quality record with us, and to any available information the Agency has about the Customer's degree or course**
3. Once the Agency has located a suitable Expert and obtained payment from the Customer, the Customer acknowledges that the Order is binding and no refund will be issued
4. If the Agency has accepted a deposit from the Customer, the Customer agrees that the balance outstanding will be paid to the Agency at least 24 hours prior to the date on which their Order is due. If the full balance outstanding is not paid to the Agency in accordance with this term, a delay in the delivery of the Customer's Work may result

4. Co-operation

1. The Customer will give the Agency clear briefings and ensure that all the facts given about the Order are accurate
2. The Agency will co-operate fully with the Customer and use reasonable care and skill to make the Order provided as successful as is to be expected from a competent research agency. The Customer will help the Agency do this by making available to the Agency all relevant information at the beginning of the transaction and co-operating with the Agency throughout the transaction should the Expert require any further information or guidance
3. The Customer acknowledges that failure to provide such information or guidance during the course of the transaction may delay the delivery of their Work, and that the Agency will not be held responsible for any loss or damage caused as a result of such delay. In such cases the 'Completion on Time Guarantee' will not apply.

5. Approvals and Authority

1. Where the Expert or the Agency requires confirmation of any particular detail they will contact the Customer using the email address or telephone number provided by the Customer
2. The Customer acknowledges that the Agency may accept instructions received using these modes of contact and may reasonably assume that those instructions are generated from the Customer

6. Delivery - "Completion on Time Guarantee"

1. The Agency agrees to facilitate delivery of all Work before midnight on the due date, unless the due date falls on a Sunday, Bank Holiday, Christmas Day, Boxing Day or New Year's Day ("a Non-Working Day"), in which case the Work will be delivered the following day before midnight

2. **The Agency undertakes that all Work will be completed by the Expert on time or they will refund the Customer's money in full and deliver their Work for free**
3. The Customer agrees that this guarantee does not apply if the Agency can demonstrate that the Work was completed and sent by the Expert on time
4. The Agency will not be held liable under this guarantee for any lateness due to technical problems that may arise due to third parties or otherwise, including, but not limited to issues caused by Internet Service Providers, Mail Account Providers, Database Software, Incompatible Formats and Hosting Providers
5. The Agency undertakes that if such technical problems occur with a system that they are directly responsible for or that third party contractors provide them with, that they will on request provide reasonable proof of these technical problems, so far as such proof is available, or will otherwise honour its Completion On Time Guarantee in full
6. If the Customer does not receive their Work on the due date they agree to contact the Agency through the Customer Control Panel the next day (or the next day after a Non-Working Day) to work with them to overcome the technical difficulties, where a representative will then assist them on the phone or through the Customer Control Panel until they are able to receive the Work. The Agency will provide proof upon request where available that the Work was uploaded on time or of any technical difficulties
7. If the Customer decides to wait longer to inform the Agency of non-delivery, they agree that they do so at their own risk and that the Agency will not be held liable for any delay of the Customer to contact them about non- or late delivery. If requested, the Agency will provide proof that either the Work was completed by the Expert on time and uploaded, or that the Work available to the Customer on time, or proof that technical difficulties prevented the Work being available on time. If the Agency is able to prove at least one of these then the Customer will not be entitled to any refund or discount; otherwise if the Agency cannot prove at least one of these occurrences the Customer will receive a full refund and their Work for free. The Customer agrees that they cannot seek any other recourse to a refund for delivery problems
8. The Agency will have no obligations whatsoever in relation to the Completion on Time Guarantee if the delay in the delivery of the Work is as a result of the Customer's actions - including but not limited to where the Customer has failed to pay an outstanding balance due in relation to the Order, or where the Customer has failed to provide Extra Information which they have stated is necessary for the completion of the Work
9. Where the Customer has agreed for 'staggered delivery' with the Expert, the Completion on Time Guarantee relates to the final delivery date of the Work and not to the delivery of individual components of the Work

7. Plagiarism - "£2,000 No Plagiarism Guarantee"

1. The £2,000 No Plagiarism Guarantee applies when the Customer detects plagiarism in the Work
2. **Where the Customer detects plagiarism in the Work, the Expert will pay the Customer the sum of £2,000**
3. 'Plagiarism' includes where an Expert:

1. Passes off someone else's words as their own
 2. Passes off someone else's ideas as their own
 3. Rewords a source but retains the original ideas it contains, without giving due credit
 4. Fails to put a quote in quotation marks
 5. Copies large sections of someone else's words or ideas, even if credit is given or quotation marks are used
 6. Gives incorrect information about the source of a quotation - for example, citing a source that the real author has found and used, that the Expert does not have a copy of
 7. Changes the words but copies the sentence structure of a source without giving credit
4. Where there is a discrepancy as to whether the Customer's findings constitute Plagiarism or not, the Agency will carefully review the Work and make a decision, having regard to all relevant circumstances and making reference to a qualified expert where they deem it necessary to do so. In such circumstances, the Agency's decision will be final
 5. In all cases, no finding of Plagiarism will be made where the Customer has specifically requested that the Expert incorporate material in a way that the Agency would otherwise deem to be Plagiarism
 6. In all cases, where the alleged Plagiarism is minor, or it is reasonably obvious that the alleged Plagiarism is as a result of a mistake, the £2,000 No Plagiarism Guarantee will not be payable
 7. Where the Expert contends that the alleged Plagiarism is as a result of a mistake, the Agency will carefully review the Work and make a decision, having regard to all relevant circumstances and the Expert's history with the Agency, and make reference to a qualified expert where they deem it necessary to do so. In such circumstances, the Agency's decision as to whether the guarantee is payable or not will be final
 8. The guarantee will not apply in circumstances where the Agency detects plagiarism and contacts the Customer to inform them of this, in advance of the Customer contacting the Agency about that plagiarism. In such circumstances, a rewrite will be provided where requested by the Customer
 9. The Agency agrees that if any expert responsible for a confirmed Plagiarism offence fails to award the £2,000 compensation, that they will provide all reasonable assistance to the Customer including the provision of a copy of the Expert's contract with the Agency, and the Expert's name and address, for the Customer to bring a remedial action directly. The Agency is not responsible for reimbursing the Customer with the £2,000 compensation. However, if the plagiarism bond becomes payable and the Agency holds sums that are due to the Expert, the Agency undertakes to retain those funds until the Expert has paid the Customer the plagiarism bond or, if this is not forthcoming, to release those funds (up to the value of the plagiarism bond) to the Customer after a reasonable period of time and on reasonable notice to the Expert. If the Agency is subsequently involved in litigation as a result of holding these funds, it reserves the right to pay these into Court.

8. Data Protection

1. The Customer agrees that the details provided at the time of placing their Order and making payment may be stored on the Agency's secure database, on the understanding that these details will not be shared with any third party
2. The Agency agrees that they will not disclose any personal information provided by the Customer other than as required to do so by any lawful authority, and/or to pursue any fraudulent transactions
3. **The Agency operates a privacy policy which complies fully with the requirements of the Data Protection Act. The Agency's privacy policy is available on the Agency's websites and a copy can be provided on request.**

9. Amendments to Work in Progress

1. The Customer may not request amendments to their Order specification after payment has been made or a deposit has been taken
2. The Customer may provide the Expert with additional supporting information shortly after full payment or a deposit has been taken, provided that this does not add to or conflict with the details contained in their original Order specification
3. If the Customer provides additional information after full payment or a deposit has been taken and this does substantially conflict with the details contained in the original Order specification, the Agency may at their discretion either obtain a quote for the changed specification or reallocate the Order, as soon as is reasonable, to a different expert without consulting the Customer. The Customer understands that this may result in a delay in the delivery of their Work for which the Agency will not be held responsible. Under these circumstances, the 'Completion on Time' Guarantee will not be payable.

10. Amendments to Completed Orders

1. The Agency agrees that if the Customer believes that their completed Work does not follow their exact instructions and/or the guarantees of the Expert as set out on the Agency website, the Customer may request amendments to the Work within 7 days of the delivery date, or longer if they have specifically paid to extend the amendments period. Such amendments will be made free of charge to the Customer
2. The Customer is permitted to make one request, via the Customer Control Panel, containing all details of the required amendments. This will be sent to the Expert for comment. If the request is reasonable, the Expert will amend the Work and return it to the Customer within twenty-four hours. The Expert may request additional time to complete the amendments and this may be granted at the discretion of the Customer.
3. If the Expert does not agree with the Customer's request, they will be given the opportunity to comment on it. In the event that an agreement cannot be reached between Expert and Customer regarding the amendments, the Agency's quality control team will assess the dispute and their decision will be final. They may, at their discretion, refer the matter to a different expert for assessment, in which case the decision of that expert will be binding on both parties

4. If the Expert fails to comply fully with the Customer's reasonable request for amendments, the Customer is permitted to request again that the Work is amended until the request has been fully dealt with
5. If the request to amend the Work falls outside of the time allowed for amendments, or if the Customer asks for amendments that do not relate to their original Order specification, the Expert at their discretion may offer a quote for the completion of the changes, and the Customer may choose whether or not to accept this. The Customer acknowledges that they may be required to make payment for such changes prior to the additional work being commenced

11. Fees

1. The Agency's commission charges for their services, the Expert's charges for their services and charges for VAT are shown as an aggregate amount on the Agency's website
2. If the Customer should require their Work to be amended in such a way that is inconsistent with their original Order specification, such amendments will be put to the Expert who may set their own rate for completing them and the Agency's fee will then be calculated proportionate to that fee

12. Refunds

1. If the Agency agrees to refund the Customer in full or part, this refund will be made using the credit or debit card that the Customer used to make their payment initially. If no such card was used (for example, where the Customer deposited the fee directly into the Agency's bank account) the Agency will offer the Customer a choice of refund via Barclays EPDQ or credit towards a future order. All refunds are made at the discretion of the Agency

13. Value Added Tax

1. VAT is included in the Agency's quoted prices, where appropriate, at the rate prevailing from time to time

14. Terms of Payment

1. The Customer and the Agency acknowledge that no payment is due at the time of placing an Order. Once the Agency has found a suitably qualified and experienced expert to undertake the Customer's Order, they will contact the Customer by email and by telephone to take payment. Until payment or a deposit has been made, the Customer may choose to continue with the Order or to cancel the Order at any time
2. If, at their discretion, the Agency accepts a deposit rather than the full value of the Order, the Customer acknowledges that the full balance will remain

outstanding at all times and will be paid to the Agency before the delivery date for the Work

3. The Customer agrees that once an Order is paid for then the Expert allocated by the Agency begins work on that Order, and that the Order may not be cancelled or refunded
4. The Customer agrees to be bound by the Agency's refund policies and acknowledges that due to the highly specialised and individual nature of the services that full refunds will only be given in the circumstances outlined in these terms, or other circumstances that occur, in which event any refund or discount is given at the discretion of the Agency
5. These terms must be read subject to the 'Payment Up Front' terms (Section 15 of this Agreement).

15. Payment Up Front

1. The Customer may be invited to pay for their order in advance of the Agency formally securing an expert to complete the Work.
2. The Agency undertakes not to take payment in advance unless it is reasonably confident that it can secure an expert to complete the Customer's Work.
3. The Customer acknowledges that where payment has been made in advance of securing an expert, the Agency cannot guarantee that they will secure a suitable available expert to complete the Work.
4. In the event that the Customer makes a payment in advance and the Agency cannot secure an expert to complete the Work, the Agency will offer the Customer a full refund of the payment made in advance.

16. Copyright

1. The Customer acknowledges that it does not obtain the copyright to the Work supplied through the Agency's services
2. The Customer acknowledges that the Agency, its employees and the Experts on its books do not support or condone plagiarism, and that the Agency reserves the right to refuse supply of services to those suspected of such behaviour. The Customer accepts that the Agency offers a service that locates suitably qualified experts for the provision of independent personalised research services in order to help students learn and advance educational standards, and that no Work supplied through the Agency may be passed off as the Customer's own or as anyone else's, nor be handed in as the Customer's own work, either in whole or in part. In addition, the Customer undertakes not to carry out any unauthorised distribution, display, or resale of the Work and the Customer agrees to handle the Work in a way that fully respects the fact that the Customer does not hold the copyright to the Work.
3. The Customer acknowledges that if the Agency suspects that any essays or materials are being used in violation of the above rules that the Agency has the right to refuse to carry out any further work for the person or organisation involved and that the Agency bears no liability for any such undetected and/or unauthorised use

4. **The Agency agrees that all Work supplied through its service will not be resold, or distributed, for remuneration or otherwise after its completion. The Agency also undertakes that no Work will not be placed on any website or essay bank after it has been completed**

17. Final Mark Awarded

1. The Customer is not permitted to pass the Work off as their own, as they do not hold the copyright to the Work.
2. The Customer therefore agrees that the quality standard ordered is not a guarantee of the mark they will receive when submitting their own piece of work, nor any guarantee of the Customer's final degree mark.

18. General

1. The Agency's hours of opening are 9am - 5pm Monday to Saturday. The Agency is not open on Non Working Days, as defined above. Any service or support offered on a Non Working Day is entirely at the discretion of the Agency.
2. Due to the popularity of the Agency's services, telephone and email support requests cannot always be dealt with immediately, but the Agency pledges to make all reasonable endeavours to respond to the Customer's requests expeditiously and to deal with urgent requests promptly
3. The Customer undertakes that any decision to rely on the research provided through the Agency to an extent that any delay in delivery may cause deadlines to be missed is done so at their own risk, and that the Agency, its employees and the experts on its books shall not be liable for any aforesaid lateness in delivery, except for that provided for in these terms
4. The Customer agrees that all views expressed by the Agency, its employees and the Experts on its books about the use of its service are given as opinions only and do not constitute advice. Equally, the Customer accepts that all statements and views expressed by that of the Agency's marketing agents and affiliates are not endorsed by the Agency and may not accurately reflect the policies and regulations of the Agency
5. The Customer undertakes to check their university guidelines and regulations before ordering and to fully satisfy themselves of their individual institute or universities rules, regulations and guidelines. The Customer acknowledges that any decision to use an Expert's research services is made on their own initiative and agrees that the Agency, its employees and the experts on its books are in no way to be held liable for any decision to use its services that may be in contrary or in breach of the Customer's institution or university rules, regulations or guidelines
6. The Customer accepts that the Agency provides all services subject to availability and that the Work supplied is provided strictly as academic support and as such do not constitute professional advice
7. The Customer agrees that whilst every effort is made to ensure that all Work is completely accurate and fully custom written that inaccuracies may from time to time occur and that the Agency, its employees and the experts on its books

will not be held responsible, bar free amendments as allowed by these terms, and a discretionary discount for such occurrences

8. The Customer agrees that if they hand in the Work supplied by the Agency as their own, either in whole or in part, that they are in breach of copyright and that they will automatically forfeit all of their rights under these terms and conditions. Any further remedy following such instances is entirely at the discretion of the Agency.
9. The Agency reserves the right to refuse any order and/or to refuse to enter into an agreement with any Customer and all terms in this agreement are subject to this reservation.
10. The Agency reserves the right to refuse to continue with any order if it has reason to believe that the Customer intends to use the Work supplied by the Agency in contravention of these terms or of the Agency's Fair Use Policy.
11. Both parties agree that these terms and conditions are intended to be legally binding from the Commencement Date
12. These terms represent the entire terms that exist between the Agency and the Customer from the Commencement Date and supersede and replace any prior written or oral agreements, representations or understandings between them
13. The parties, in entering into an agreement for the location of an expert to provide research services, confirm that they do not do so on the basis of any representation that is not expressly incorporated into these terms.
14. For the purposes of the Contracts (Rights of Third Parties) Act 1999 the Parties do not intend to, and do not, give any person who is not a party to the agreement between the parties any right to enforce any of its provisions.
15. The validity, construction and performance of any Agreement between the Parties shall be governed by English law and shall be subject to the exclusive jurisdiction of the English courts to which the Parties submit
16. If any provision of the Agreement between the Customer and the Agency is prohibited by law or judged by a court to be unlawful, void or unenforceable, the provision shall, to the extent required, be severed from the agreement and rendered ineffective as far as possible without modifying the remaining provisions of the agreement, and shall not in any way affect any other circumstances of or the validity or enforcement of the agreement

Revised: 15 April 2009.