

The CV Writer Terms & Conditions of Business

CV SERVICES

Definitions

"Email" – enquiries@thecvwriter.net

"Website" – www.thecvwriter.net

"We/Us/Our" – The CV Writer as a trading entity, or any of its employees.

"Consultant" – The employee of The CV Writer who will conduct the appointment and write the documentation.

"Management/The Management" - A member of The CV Writer's Senior Management Team.

"Customer/Client/You/Your" - An individual who consents to place an order for any of the services provided by The CV Writer.

"Appointment / Consultation" - Meeting during which we provide advice, guidance or record information required to carry out your order.

"CV Services" – Writing, editing and formatting of a CV, Cover Letter, Application Form, Personal Statement, Interview Questions/preparation or any other documentation and services commissioned by the client.

Terms & Conditions of Business

No contract exists until we accept your order. We may choose not to accept your order for any reason. We reserve the right to change these terms and conditions and to withdraw any goods/services at any time. All prices are subject to change at any time prior to a contract being entered into and are subject to change without notice. We will not be liable to you or anyone else for refusing to accept your order, withdrawing any goods/services or changing any prices.

Language

All documents are produced in United Kingdom English.

Indemnity

By using our services you agree to indemnify and hold The CV Writer free from any losses, liabilities and expenses (including legal fees) resulting from use of products and services and advice offered by any printed material originally produced by The CV Writer or any verbal advice or instruction provided by an employee of The CV Writer.

The CV Writer Liability

The CV Writer shall not be held liable for the failure of the Client in obtaining any position, occupation, promotion or achieving any other career objective. The CV Writer shall not be liable for any indirect or consequential loss. The CV Writer shall not be liable for any warranty or representation not expressly provided in this agreement.

Fees

All fees must be paid in full in advance. The CV Writer retains the right not to start work on your assignment until payment in full for the services required has been received. We also reserve the right not to release any draft documents until we have received notification of cleared payment. If a client chooses to pay by cash, full payment must be made at the start of the consultation.

Use of EPDQ

Use of payment via our link to our Barclays EPDQ system, or by telephone order, to pay for your goods and services is done strictly at your own risk. The CV Writer accept no responsibility for any misuse of your Credit / Debit Card, Bank Account, banks transfers, cheques or other means of payment arising as a result of using this service.

Payments Not Honoured

If, for any reason, your payment/cheque/credit or debit card payment is not honoured by your bank/card issuer then we will not provide you with any service until your payment is approved.

Turnaround Times

Draft copies of documents will normally be completed within 3 working days* from your consultation date unless otherwise stated. You will be notified if the preparation of your documents is likely to take significantly longer than this. (This does not apply to documents prepared using the Next-Day express service).

The CV Writer Terms & Conditions of Business

*Working days are Monday to Friday (excluding UK public holidays).

Next Day Express Service

Documents prepared using the Next-day express service are guaranteed to be completed and delivered by e-mail within 1 working day* from your consultation or confirmed receipt of your own documents and information. Postal deliveries will be made by the next available post after the 24 hour period has elapsed. (Subject to availability and payment in full in advance). This service is subject to an additional charge.

*Working days are Monday to Friday (excluding UK public holidays) 9am to 7pm and Saturday 9am to 1pm.

Customer Satisfaction Promise

Whilst we do not guarantee that you will receive an offer of employment or interview, all documents produced by The CV Writer are covered by our customer satisfaction promise, which states that: The CV Writer will continue working on your documents for up to ten working days (in accordance with our After Sales Policy) until you are satisfied with the outcome and provided that the following conditions are satisfied;

- You must allow us reasonable time to make alterations to your CV, the minimum turnaround time for updates and alterations is 1 working day*.
- You must allow sufficient time prior to any deadline for submission of a job application for which you intend to use document(s) which you have commissioned The CV Writer to produce on your behalf in order to enable us to make any changes required. In such cases you must submit any alteration requests a minimum of 48 hours in advance of the deadline for an employment application for which you are intending to use the CV.
- When requested to do so you must provide us with sufficient information to enable us to complete any alterations to your satisfaction. This particularly relates to information regarding specialist terms and techniques which may only be applicable in your industry sector.
- You must agree not to alter the draft yourself until you have allowed us to complete any revisions you have requested in accordance with the points above.

FAILURE TO COMPLY WITH THE ABOVE TERMS RENDERS THE SATISFACTION GUARANTEE INVALID

N.B. The 100% customer satisfaction guarantee only applies to versions of your CV commissioned during your CV consultation. A charge will be made for the preparation of extra versions of the CV. A charge will also be applied if you decide that you would like your CV targeted for another type of role or a different employment sector after your CV has already been completed to your original specifications.

In the event of a complaint please refer to our complaints procedure.

*Working days are Monday to Friday (excluding UK public holidays) 9am to 7pm and Saturday 9am to 1pm.

Refunds

Refunds are given solely at the discretion of the management, except those stipulated in the Cancellation section.

After Sales Policy

Within 10 working days of the delivery of your draft documents we will make amendments as required at no extra charge until you are completely happy with your CV. Once you have approved the draft of your CV, or after this period has elapsed we reserve the right to charge an additional fee for any alterations.

Consultations

Consultations form part of the service for which we charge, we may choose not to undertake your consultation until full payment has been received. Please also see Fees.

Draft Documents

Upon receipt of your draft document(s) you are required to confirm receipt by email, telephone calls and faxes are accepted if you have no internet access. You must notify us of any changes required, giving reasonable time for us to complete your changes. Please refer to After Sales Policy for details of timeframes allowed for the request of amendments to your draft document(s). During the specified timeframe for each service we will revise your draft document(s) to your satisfaction until you have accepted the final draft. Should you wish to change any details after acceptance of the final draft, additional charges may apply.

The CV Writer Terms & Conditions of Business

If no communication is received from you regarding amendments to your draft CV after 10 working days then The CV Writer will use the information we hold about you to prepare your final document(s). The document(s) will be dispatched and the order deemed closed.

Finished Documentation

As part of the initial consultation the type and format of the finished document(s) will be agreed between you and the consultant. If not stated, the consultant will determine the format of the finished documentation and email will be the default means of providing you with the finished document(s). You will receive at least two copies of the final document(s).

Electronic Copies of Documents

Whilst every attempt is made to check electronic documentation for viruses and bugs it is your responsibility to ensure that your computer is adequately protected from viruses, bugs and trojan horses.

Delivery

We cannot accept any liability for late or non-delivery or damage of packages sent by us using UK postal services. Please allow at least 2 working days from the date we dispatch before contacting us regarding non-delivery of your package. You should also make checks with your local postal sorting or delivery office to ensure that they are not holding the package on your behalf before contacting us. Replacement packages are only sent out at the Management's discretion.

Distance Selling Regulations

The CV Writer services are included in the supply of services and personalised goods, as outlined in Distance Selling Regulations 13, "the consumer will not have the right to cancel the contract by giving notice of cancellation pursuant to regulation 10", 13:1A and 13:1C in respect of contracts for the supply of services if the performance of the contract has begun with the consumer's agreement; before the end of the cancellation period".

Cancellations

However, we do recognise that our clients can be affected by circumstances beyond their control and therefore offer a cancellation policy that balances the cost of our administration costs, cancellation of diary appointments and research work undertaken, prior to a booking.

If you cancel your order:

Up to 4 working days prior to your appointment; 15% will be deducted from the refund.

Up to 2 working days prior to your appointment; 25% will be deducted from the refund.

Cancellation less than 1 working day prior to your appointment or after your appointment has taken place; no refund will be given.

Refunds due will be credited back to you by cheque within 10 days of the cancellation of your order.

Complaints

Should you find it necessary to make a complaint about any aspect of our Services, please submit your complaint in writing in the first instance to: enquiries@thecvwriter.net.

We will respond to your complaint within 2 working days.

Data Protection

We follow strict guidelines to keep your personal information safe and secure at all times. We adhere to the Data Protection Act 1998 and will not give your information to any third party without your written permission.

OUR OBLIGATIONS TO YOU

Standard

The CV Writer agrees to provide services to you with reasonable skill and care and in accordance with the Terms & Conditions stated in this document.

YOUR OBLIGATIONS WHEN USING OUR SERVICES

In consideration of the provision of the Services the Client agrees:

The CV Writer Terms & Conditions of Business

- You are solely responsible for any information submitted by you to us. You are responsible for ensuring that all information supplied by you is true, accurate, up to date and not misleading or likely to mislead or deceive and that it is not discriminatory, obscene, offensive, defamatory or otherwise illegal, unlawful or in breach of any applicable legislation, regulations, guidelines or codes of practice or the copyright, trademark or other intellectual property rights or any person in any jurisdiction.
- You are also responsible for ensuring that all information, data and files are free of viruses or other routines or engines that may damage or interfere with any system or data prior to being submitted to us - see section "*Your Obligations When Submitting Information To Us*".
- To make the Payments prior to receiving any Services from The CV Writer
- To co-operate with The CV Writer Consultants by providing the information requested
- To follow the reasonable instructions of The CV Writer relating to the service you have ordered
- To utilise any material information provided in a proper manner and except with the written permission of The CV Writer not to disclose, copy, divulge, reproduce, publish or in any way disseminate any supporting material or information to any third party or into the public domain for the purpose of pecuniary gain or otherwise
- To attend appointments on time – see section "*Arriving Late For Appointments*".
- Changing An Appointment - You are required to provide at least 24 hours' notice to change an appointment. Less than 24 hours' notice to change an appointment will be deemed to be a cancellation of the original appointment and no refund will be given (and a new appointment will have to be made, potentially incurring a new fee). Please see the section on "Cancellations".

Arriving Late For Appointments

Clients are required to arrive on time for their appointments. Clients who arrive late for their appointments will only be entitled to the remainder of their appointment time. The CV Writer may, where schedules permit, extend the booked appointment in order to provide sufficient time to capture your information.

Non-Attendance of Appointments

In the case of non-attendance by the client the Management reserves the right to refuse a refund of fees already paid. If no fee has been paid the Management reserves the right to charge the full fee payable for the service.

Use of Personal Information

The only information we collect about you is the information that you supply to us in connection with your CV Services needs and any emails you send us. Your personal information will be treated as strictly confidential and will not be passed on to any third parties. Personal information will only be collected for the purposes of:

- Processing any orders that you have made.
- Answering any general queries you have.
- Providing you with the best possible service
- CV service payment and service delivery

Your Obligations When Submitting Information To Us

All CVs and other services produced and delivered by The CV Writer are produced from information supplied by you. You are solely responsible for any information submitted by you to us. The CV Writer will not be held liable for any misrepresentation resulting from false or dishonest information being supplied. You warrant that the information submitted to us does not contain false or defamatory material, or that which infringes the copyright, trademark rights and intellectual rights of third parties or submit any information likely to damage The CV Writer.

The CV Writer cannot be held liable for any criminal proceedings which arise as a result of false or misleading information being included in your CV or any other documents prepared by The CV Writer.

Miscellaneous

Change of Contact Details

Each of the parties shall give notice to the other of the change or acquisition of any postal address, telephone number or email address at the earliest possible opportunity but in any event within 48 hours of such change or acquisition.

The CV Writer Terms & Conditions of Business

Notices

Any notice to be served on either of the parties by the other shall be sent by electronic mail, fax or post to the mail address of the relevant party shown in the client records and shall be deemed to have been received by the addressee within 72 hours of e-mailing.

Website

The CV Writer and its owners shall not be liable for any direct, indirect or consequential loss or damage suffered from services rendered or the use or inability to use the web site whether directly or indirectly resulting from inaccuracies, defects, errors, whether typographical or otherwise, omissions, out of date information or otherwise, even if such loss was reasonably foreseeable and The CV Writer had been advised of the possibility of the same. Consequential and indirect loss and damage shall include but not be limited to loss of profits, loss of income, loss of goodwill, and wasted expenditure.

The user agrees that material downloaded or otherwise accessed through the use of the web site is obtained entirely at the user's own risk and that the user will be entirely responsible for any resulting damage to software or computer systems and/or any resulting loss of data, even if such loss and damage was reasonably foreseeable and The CV Writer had been advised of the possibility of the same.

The CV Writer and its owners do not accept any liability in connection with any third party web sites that can be accessed through the web site and does not endorse or approve the contents of any such site.

Non assignment by the Client

Neither this agreement nor any rights under it may be assigned or transferred by the Client.

Binding Nature

By placing an order for any of our services or by submitting personally related data you agree to be bound by our terms and conditions.

The CV Writer Address

The CV Writer, 8 Victoria Road, Uxbridge, Middlesex, UB8 2TW.

Disclaimer

All advice offered by the CV Writer is given in good faith and is provided 'as is'. We accept no responsibility if you should suffer loss or damage as a result of taking our advice.

These Terms and Conditions shall be governed by and construed in accordance with the law of England and the parties hereby submit to the exclusive jurisdiction of the English courts.