

Terms and conditions

LAST UPDATED: 2013-03-26

PLEASE READ THESE TERMS CAREFULLY BEFORE USING THIS WEBSITE AND CV WORLD'S SERVICE

These terms and conditions (the "Website Terms") apply to the use and access to the website under the domain <http://cv-world.co.uk> and its entire content (the "Website").

"The Company" means Magda Tomaszewska trading as CV World, 30/7 James Street, Stirling, FK8 1UG.

"You" or "Your" means any end user accessing the Website. "We" or "Us", "Our" means the Company.

Your access and/or use of the Website or any of its part, including the use of any software and any content posted in the Website is subject to these Website Terms. The Website Terms are a legally binding agreement between You and the Company and it is important that You take the time to read them.

By accessing and using the Website, You acknowledge that You are bound by these Website Terms. If You do not wish to be bound by these Website Terms, You should not access or use the Website.

The Company may modify the Website Terms in its absolute discretion from time to time without individual notice to You. You will be deemed to have accepted any modifications if You continue to use the Website after the updated Website Terms have been posted. You should check the Website Terms regularly for changes.

You may not use the services if You: (i) are not of sufficient age to form a binding contract with the Company or (ii) You have been barred or legally prohibited from receiving or using the Company services under the laws of the country in which You are domiciled and/or from which You access or use Our services.

INTERRUPTION AND OMISSIONS IN SERVICE

Whilst we try to ensure that the standard of this web site and delivery of our service remains high and to maintain the continuity of it, the internet is not an inherently stable medium, and errors, omissions, interruptions of services and delays may occur at any time. We do not accept any liability arising from such errors, omissions, interruptions or delays or any ongoing obligation or responsibility to operate this web site (or any particular part of it) or to provide the service offered on the web site. The duty is on You to maintain an appropriate internet connection on Your end.

INTELLECTUAL PROPERTY RIGHTS

The Website and the materials published on it (the “Company Content”), such as text, graphics, logos, buttons, icons, images, audio clips, digital downloads, data compilations, database and software are owned by, or licensed to the Company.

Any intellectual property rights in the Company Content are the sole and exclusive property of Company or its licensors. The Company reserves any rights not expressly granted in this Website Terms.

You may view the Website on Your computer screen and print its contents on Your printer for Your personal and non-commercial use only. For the avoidance of doubt, anything printed will form part of the Company Content.

Without Company’s written consent, You may not use, upload, transfer, copy, reproduce, broadcast, distribute, display, sell, licence or exploit for any purpose any part of the Company Content or its source HTML code in whole or in part, in any form or by any means, electronic, mechanical or otherwise, except for the sole purpose of viewing its content. This includes electronic downloading.

For the avoidance of doubt, You may not use “meta tags” or any other hidden text utilising the Company’s names or trademarks without Our express prior written consent.

If You print off, copy or download any part of Our Website in breach of these terms of use, Your right to use Our Website will cease immediately and You must, at Our option, return or destroy any copies of the materials You have made.

You are responsible for compliance with all laws of the relevant jurisdiction, in viewing or using the Company Content.

USING THE WEBSITE

Wherever You are asked to provide information in connection with the Website, You agree to provide true, accurate, current and complete details. You are not obliged to provide Company with any optional information requested.

You agree not to:

1. Damage, interfere with or disrupt access to the Website or do anything which might impair its functionality;
2. Use the Website in any way to send unsolicited (commercial or otherwise) e-mail (“Spam”) or any material for marketing or publicity purposes, or any similar abuse of either;
3. Publish, post, distribute, disseminate or otherwise transmit: (i) defamatory, offensive, infringing, obscene, indecent or pornographic (including child pornography) content, or (ii)

any content inciting racial or religious hatred or (iii) other unlawful or objectionable material or information;

4. Make available or distribute by any means any material or files that contain any viruses, bugs, corrupt data, “Trojan horses”, “worms”, or any other harmful software;

5. Falsify the true ownership of software or other material or information contained in a file made available via the Website;

6. Obtain or attempt to obtain unauthorised access, through whatever means, to the Website.

7. Distribute, alter or modify any part or parts of the Website or the services in any medium without Company and/or the relevant third parties’ written permission even if the content is free.

8. Not to (or attempt to) disable, interfere, circumvent, any software or security measure in relation to the Website and Our software that: (i) prevents or restricts the copying or use of the Company Content or third parties’ content (ii) limits the uses of the Website or the access to some Company Content or third parties’ content.

9. For any other permitted use You shall not modify in any way nor delete, without limitation, any logos, brands, trademarks or signs, including the Company name.

10. Not to collect personal data in any way from the Website or any of its services.

NO UNLAWFUL OR PROHIBITED USE

You undertake to the Company that You will not use the Website for any purpose or in any way that is prohibited by these Website Terms or is otherwise unlawful.

You agree to indemnify the Company, its officers, employees, and licensors in respect of any loss that it or they may suffer as a result, directly or indirectly, of any breach by You of this undertaking.

LIABILITY DISCLAIMER

You acknowledge and agree that Your use of the Website is entirely at Your own risk.

In preparing this Website, the Company has endeavoured to make the Company Content current, correct and clearly expressed. However, the Company cannot guarantee that the Company Content will be accurate, complete or current at all times, including in respect of any services described, and accepts no liability for any reliance placed by any person on the information to the maximum extent permitted by law. The Company makes no representations or warranties of any kind about the suitability, reliability, and accuracy of the Content.

The Website may contain advertisements and/or link to other sites and resources. The Company is not responsible for and does not endorse the content of such materials, and does not accept any responsibility for any errors or inaccuracies in such materials.

To the maximum extent permitted by law, the Company shall not be liable for: (i) any damages whatever, including but without limitation to, damages for loss of use, data or profits, arising out of the use or performance of the Website, the provision of or failure to provide services, or for any information obtained through the Website, or otherwise arising out of the use of the Website, whether based on contract, tort, or otherwise, without limitation, (ii) the deletion, failure to store or corruption of, any content uploaded or downloaded from the Website or other data maintained or transmitted from the Website (iii) Your failure to provide accurate information to the Company (iv) any temporary cessation or change in the Website (v) any reliance placed by You on the accuracy, or completeness of any advertising or on any Company Content or third parties' content or on any transaction between You and any advertiser or owner of any other content.

These limitations shall apply even if the Company has been advised or should have been aware of the possibilities of such losses.

If You are dissatisfied with any portion of this Website, or with any of these Website Terms, Your sole remedy, except as specifically provided in these Website Terms, is to stop using the Website.

Notwithstanding anything in these Website Terms the Company does not disclaim liability for death or personal injury caused by its own negligence.

AVAILABILITY

The Company reserves the right at any time to modify or discontinue, temporarily or permanently, Your access to or use of the Website with or without notice.

PURCHASES: OTHER TERMS & CONDITIONS

The Company may operate any changes to any services, prices and products offered on the Website at any time without prior notice.

LANGUAGE

All services are produced in United Kingdom English.

INDEMNITY

By using our services you agree to indemnify and hold CV World 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 CV World or any verbal advice or instruction provided by an employee of CV World.

CV WORLD LIABILITY

CV World shall not be held liable for the failure of the Client in obtaining any position, occupation, promotion or achieving any other career objective. CV World shall not be liable

for any indirect or consequential loss. CV World 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. CV World retains the right not to start work on your order until payment in full for the services required has been received.

PAYMENT METHODS

We accept payments only via Paypal, Cheques, bank transfer

USE OF PAYPAL

Use of payment via our link to PAYPAL system to pay for your services is done strictly at your own risk. CV World 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.

PROVISION OF THE SERVICE

We provide a virtual service or meet clients face to face. We do not hold any meetings at the company's address.

We contact clients and conduct consultations only via:

- Landlines to the following countries: UK, Australia, Austria, Bangladesh, Belgium, Brazil, Bulgaria, Canada, Canary Islands, China, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Gibraltar, Greece, Honk Kong, Hungary, India, Ireland, Israel, Italy, Jamaica, Japan, Latvia, Lithuania, Luxemburg, Madeira, Malaysia, Netherlands, New Zealand, Norway, Pakistan, Poland, Portugal, Romania, Russian Fed, Singapore, Slovak Republic, Slovenia, South Africa, Spain, Sweden, Switzerland, Thailand, Turkey, USA
- Mobiles to UK, Canada, USA and Honk Kong
- Emails
- Skype

HOURS OF OPERATION

We respond to enquiries during business days (Monday to Friday) between 9:00 am and 5:30 pm UK local time.

Upon receipt of Your order we contact you within 24 hours (excluding Sunday) to organise consultations between 9:00 am and 9:00 pm UK local time, Monday to Saturday. There will be

a possibility to arrange a consultation on Sunday on a special request, if both sides (You and CV World) agree to do so.

TURNAROUND TIMES

We will try to respond to any standard enquiries and free CV Appraisal requests within 5 business days (Monday – Friday 9 am - 5:30 pm UK local time).

Turnaround for each of the services differs and is detailed below. You will be notified if the preparation of your documents is likely to take significantly longer than this.

Writing Service – We will contact You within 24 hours upon receipt of payment (excluding Sunday), to arrange a Skype or phone consultation between 09:00 and 21:00 UK local time, Monday – Saturday inclusive. The Skype/telephone consultation lasts approximately 2 – 2.5 hour, depending on the amount of Your work experience. Within 8 business days from point of our consultation, unless otherwise stated, You will receive Your new CV in MS Word.doc, Text Only and PDF by email. Then we provide unlimited revisions for another 28 calendar days. You can also book a complimentary 0.5hr job search consultation during this period.

INFORMATION SUBMITTED BY CLIENT

We will use information supplied by You only for the purposes of processing any orders that You have made, answering any general queries, providing You with the best possible service, service payment and service delivery.

We will process any data which You provide in completing an online order and any further forms, such as questionnaire, diplomas, certifications, etc. required, which You complete or provide us with when using this site in accordance with UK data protection legislation.

DATA PROTECTION

CV World follows 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.

CV World is registered with Information Commissioners Office.

BEING LATE FOR APPOINTMENTS

You are required to be on time for Your appointment. If You arrive late for Your appointment, You will only be entitled to the remainder of their appointment time. CV World may, where schedules permit, extend the booked appointment in order to provide sufficient time to glean all the necessary information.

NON-ATTENDANCE OF APPOINTMENTS

In the case of non-attendance by the Client CV WORLD reserves the right to refuse a refund of fees already paid.

YOUR OBLIGATION WHEN SUBMITTING INFORMATION TO CV WORLD

All CVs and other services produced and delivered by CV World are produced from information supplied by you. You are solely responsible for any information submitted by You to us. CV World 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 CV World. CV World 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 CV World.

AFTERCARE TERMS AND CONDITIONS

We offer unlimited revisions for our CV Writing, LinkedIn Profile and Cover Letters within 28 days from completion of those services.

OUR COMPLAINTS PROCEDURE

If You would like to make a complaint, send an email to enquiries@cv-world.co.uk

A response will be made to You within 5 business days.

CANCELLATION POLICY FOR PURCHASED SERVICES

Distance Selling Regulations shown here negate Your right to cancel Your order, as a contract commences when payment details are given to us.

Distance Selling Regulations

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.”

However, we appreciate You can have a change of circumstance and therefore offer a cancellation policy, that balances the cost of our Administration, Lost Bookings and Research Work undertaken, prior to a booking:

If you cancel with us:

Up to 2 working days prior to your Appointed Consultation: 15% will be deducted from the refund.

Up to 1 working day prior to your Appointed Consultation: 25% will be deducted from the refund.

Cancellation on the day of Appointed Consultation: 90% will be deducted from the refund.

Cancellations are scheduled to the next business day, where cancellations are made outside of normal business hours (9 am – 5:30 pm UK local time)

Refunds due will be credited back to You within 30 days of cancellation order.

VIRUS PROTECTION AND COMPATIBILITY

While certain precautions have been taken to detect computer viruses and ensure security, the Company cannot guarantee that the Website is virus-free and secure.

CV World shall not be liable for any loss or damage which occurs as a result of any virus or breach of security. The Company does not give any warranties as to the compatibility of the Website with Your computer systems, software and/or hardware.

LINKS TO THIRD PARTY SITES

This Website may contain links to Websites operated by parties other than the Company (“Third Party Websites”). These links are provided for Your convenience. When You activate one of them, You will leave the Website. The Company has no control over, and will accept no responsibility or liability in respect of, any website that is not under its control.

The inclusion of links to Third Party Websites does not imply any endorsement of the material on them or any association with their operators.

You will not arrange for any Third Party Website to be connected to any part of the Website by way of hyperlink or otherwise without the Company’s written consent.

TERMINATION

The Company may restrict Your access to the Website, refuse to correspond with You, and/or remove Your details from the relevant database without prejudice to any other accrued rights, without prior notice to You where:

1. There is a regulatory or statutory change limiting the ability to provide access to the Website;
2. There is any event beyond the reasonable control of the Company preventing the Company from providing access to the Website (for example, and without limitation, technical difficulties, capacity problems and communications failures); or
3. The Company considers in its sole discretion that You are abusing the Website or You are otherwise acting in breach of these Website Terms.

MONITORING

The Company reserves the right to monitor and track Your visits to the Website.

NON ASSIGNMENT BY THE CLIENT

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

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.

GENERAL

Unless otherwise specified, the Website is directed solely at those who access this Website from the United Kingdom. Those who choose to access the Website from locations outside of the UK are responsible for compliance with local laws if and to the extent local laws are applicable.

A failure or delay by the Company in enforcing compliance with these Website Terms shall not be a waiver of that or any other provision of these Website Terms.

These Website Terms do not confer any rights on any person or party pursuant to the Contracts (Rights of Third Parties) Act 1999.

If any provisions of these disclaimers and exclusions shall be unlawful, void or for any reason unenforceable then that provision shall be deemed severable and shall not affect the validity and enforceability of the remaining provisions.

These Website Terms constitute the entire agreement between You and the Company as to Your use of the Website and shall supersede any prior agreement or representation in respect thereof.

The express provisions of the Website Terms are in place of all warranties, conditions, terms, undertakings and obligations implied by statute, common law, custom, trade usage, course of dealing or otherwise, all of which are excluded to the fullest extent permitted by law.

Any and all notices to be given by either one of us to the other pursuant to or in connection with these Website Terms shall be deemed sufficiently given when forwarded by e-mail or facsimile transmission in each case addressed to You at the e-mail address or facsimile number You have given Us or the e-mail address or facsimile number displayed on the Website.

The contract shall be governed by the Law of Scotland and the parties hereto agree to prorogate the Scottish Courts.