#### **Terms & Conditions**

These terms and conditions form the basis on which you can visit us and our website www.elitecvsandresumes.com. Please read them carefully as they contain important information.

#### **GENERAL TERMS AND CONDITIONS**

This site is owned by Elite CVs and Résumés and operated by Vistaprint. If you have any queries about these terms and conditions or if you have any comments or complaints on or about our website, you can contact us at info@elitecvsandresumes.com or +44 7568 741520.

## 1 The contract between us

For work commissioned through our website, we will ask for payment at the point of commissioning and acceptance of the order. Payment may be made by credit card, debit card, PayPal, electronic bank transfer or by using a credit transfer service. Once payment has been received by us, we will confirm that your order has been accepted by sending an email to you at an email address provided by you. Our acceptance of your order brings into existence a legally binding contract between us. Acceptance of your order will be conditional upon your accepting our terms and conditions.

## 2 Ownership of rights

All rights, including copyright, in this website are owned by or licensed to Elite CVs and Résumés. Any use of this website or its contents, including copying or storing it or them in whole or part, other than for your own personal, non-commercial use, is prohibited without our permission. You may not modify, distribute or repost anything on this website for any purpose.

## **3** Accuracy of content

We have taken care in the preparation of the content of this website, in particular to ensure that all services have been fairly described. While we make every effort to ensure that the information on this site is accurate and complete, some of the information is supplied to us by third parties and we are not able to check the accuracy or completeness of that information. We do not accept any liabilities arising from any inaccuracy or omission in any of the information on this site supplied by you, any other site user or any other person.

## 4 Damage to your computer

We try to ensure that this website is free from viruses or defects. However, we cannot guarantee that your use of this website or any websites accessible through it will not cause damage to your computer. It is your responsibility to ensure that the right equipment is available to use the website. Except in the case of negligence on our part, we will not be liable to any person for any loss or damage which may arise to computer equipment as a result of using this website.

## 5 Interruption and omissions in service

While we try to ensure that the standard of this website remains high and to maintain the continuity of it, the internet is not an inherently stable medium, and errors, omissions, interruptions or delays 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 website (or any particular part of it) or to provide the services and products offered on the website. We may vary the specification of this site from time to time without notice.

## 6 Your use of this site

You may only use this site for lawful purposes when seeking CV/résumé/online profile advice and CV/résumé/online profile related products or help with your career. You must not under any circumstances seek to undermine the security of the site or any information submitted to or available through it. In particular, but without limitation, you must not seek to access, alter or delete any information to which you do not have authorised access, seek to overload the system via spamming or flooding, take any action or use any device, routine or software to crash, delay, damage or otherwise interfere with the operation of this site or attempt to decipher, dissemble or modify any of the software, coding or information comprised in the site.

You are solely responsible for any information submitted by you to this site. 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 this site. We reserve the right to remove any information supplied by you from the website at our sole discretion, at any time and for any reason without being required to give any explanation.

## 7 Information submitted by you

We will use information supplied by you to provide your CV/résumé/online profile and career advice. 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. We accept no responsibility or liability for any loss or other repercussions arising from the information you supply us. We will process any data which you provide in completing the online registration and any further forms, assessments or personal details which you complete or provide us with when using this site in accordance with UK data protection legislation. We explain more about your personal data in our privacy statement below.

#### 8 Links to other sites

On this site you will be offered automatic links to other sites which we hope will be of interest to you. We do not accept any responsibility or liability in respect of the content of those sites, the owners of which do not necessarily have any connection, commercial or otherwise, with us. Using automatic links to gain access to such sites is entirely at your own risk.

#### 9 Ordering errors

You are able to correct errors on your order up in writing up to the point where we indicate that we have accepted your order and have started work on it.

#### **10 Payment terms**

Payment for professional CV and résumé writing services and other products and services are payable upon acceptance of the order in the ways outlined in point 1.

## **11 Delivery**

We will deliver items such as CVs, résumés, online profile guides, covering letters and printed material to the address you specify with your order. This may be an email address. It is important that this address is accurate. We cannot accept any liability for any loss or damage to the products once they have been delivered in accordance with your delivery instructions (unless this is caused by our negligence). We will aim to deliver the items by the date quoted for delivery but delivery times are not guaranteed. If delivery is delayed due to any cause beyond our reasonable control, the delivery date will be extended by a reasonable period and we will contact you to arrange an alternative time.

## 12 Risk and ownership

Risk of damage to or loss of the products passes to you at the time of delivery to you, or if you fail to take delivery at the agreed time, the time when we tried to deliver. You will only own the products once they have been successfully delivered and when we have received cleared payment in full.

## **13** Cancellation

The supply of services and personalised goods, as outlined in Distance Selling Regulations 13, and states: 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. The cancellation period is 48 hours. A cancellation fee may be deducted by us to cover irretrievable costs such as banking fees, administration etc., which will not exceed 10% of the original fee paid.

## 14 Our services

We will provide the products and services ordered in accordance with how they are advertised on www.domycv.com. Elite CVs and Résumés offers CVs, résumés, online profiles, job hunting advice and services to support job hunting (e.g. interview strategy). While we can provide suggestions in good faith for your CV/online profile and support for your job search, we cannot guarantee the suggestions provided will procure employment with any particular employer.

## 15 Completion of professional CV/résumé/online profile writing service

Subject to 11 above, we will email your completed package of products and services at the date agreed during the ordering process. All CVs and résumés will be formatted in Microsoft Word and PDF unless otherwise agreed at the time of consultation. If you wish to convert your CV or résumé into another format then you will do so at your own risk.

Any amendments made by you following receipt of your new CV / résumé that have been made without prior agreement, will result in no further work being undertaken or guarantees being upheld.

We will supply you with a guide to accompany your updated online profile. This will include new text for your profile to be approved by you, as well as instructions for uploading the new text and manipulating your profile. The guide will be formatted in PDF, unless otherwise specified by the client.

We recommend that you make the updates to the profile, using the information in the guide yourself. However, we appreciate that some people will wish us to help them to upload the information for them. In these circumstances, depending on the prevailing security policies of the hosting website (LinkedIn etc), you (the client) will need to supply us with a password to gain editing rights over you online profile. We recommend that you change the password as soon as we finish work on your profile. We cannot be held responsible for any losses that may result from your failure to change the password.

## 16 Aftercare and guarantee

All our work includes the guarantee that once you have received the documents we will make as many amendments as are necessary until you are completely satisfied with the result. Usually it is only necessary to have 1 further draft, and very often none at all, but should there be any need for more then there are no limits up to 30 days from the date of delivery. Alterations will be made within 5 working days of your request being received. No request for a refund will be entertained.

# 17 Liability

Elite CVs and Résumés and its partners shall not be liable for any direct, indirect or consequential loss or damage suffered from services rendered or the use or inability to use this website whether directly or indirectly resulting from inaccuracies, defects, errors, whether typographical or otherwise, omissions, out of date information or otherwise, even if such a loss was reasonably foreseeable and Elite CVs and Résumés 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.

These disclaimers and exclusions shall be governed by and construed in accordance with the Law of England and Wales. 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.

## **18 Notices**

Unless otherwise expressly stated in these terms and conditions, all notices from you to us must be in writing and sent to our contact email address at info@elitecvsandresumes.com and all notices from us to you will be displayed on our website from time to time.

## **19 Changes to legal notices**

We reserve the right to change these terms and conditions from time to time and you should look through them as often as possible.

#### 20 Law, jurisdiction and language

This website, any content contained therein and any contract brought into being as a result of usage of this website are governed by and construed in accordance with the Law of England and Wales. Parties to any such contract agree to submit to the exclusive jurisdiction of the courts of England and Wales. All contracts are concluded in English.

#### 21 Use outside the UK

Those who choose to access this site from other locations are responsible for compliance with local laws if and to the extent that local laws are applicable.

#### 22 Privacy

You acknowledge and agree to be bound by the terms of our privacy policy.

#### 23 Third party rights

Nothing in this Agreement is intended to, nor shall it confer any rights on a third party.

#### 24 Our complaints procedure

Please direct any complaint to our Partners by telephoning +44 7568 741520, during normal business hours. When a complaint is received, the full details will be recorded in our complaint log. A response will be made to the customer within 5 working days.

Where the complaint is of a more complex nature and requires further investigation, the customer will be contacted within 5 working days and advised of this. The customer will be given an indication of how soon a full response will be made.

Where it is not possible for a complaint to be resolved, the customer will be given a clear explanation in writing.

A Partner will review the complaint log on a quarterly basis. Where this highlights a particular problem or pattern, this will be investigated and remedial action taken.