

Terms, Conditions & Privacy Policy

We subscribe to the principles espoused by the Plain English Campaign (www.plainenglish.co.uk) so this document should be easy both to read and understand, and contain no "fine print"! Our terms, conditions and privacy statement are clearly detailed here. Please contact us if any of it needs to be explained further.

Principal Terms & Conditions

By placing an order with Top Professional Resumes Limited ("we/us/our"), you, the Client ("you/your"), agree to accept our Terms and Conditions.

We reserve the right to change these Terms & Conditions at any time and without notice, and your continued use of our services following any change shall be deemed to be your acceptance of such change. It is your responsibility to check the Terms & Conditions of Use regularly for changes. If you do not agree with any change to the Terms & Conditions of Use you must immediately stop using our services.

Furthermore, your access to and use of our website at www.top-pro-cvs.com, or any other websites under our control that you access, are subject exclusively and strictly to our Terms and Conditions.

No contract subsists until we accept your order. We may choose not to accept your order for any reason. We reserve the right 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.

We retain the right to revoke your right to continued use of our services at our discretion.

These Terms & Conditions of Use shall be governed by the laws of England and you agree to submit to the exclusive jurisdiction of the English court.

Your statutory rights are not affected by any of our terms, conditions or policies.

Privacy Statement / Data Protection Act Registration

Top Professional Resumes Limited is registered under the Data Protection Act 1998, No. Z8999332. Our entry on the Data Protection Register can be seen by accessing the website of the Information Commissioner's Office - <http://forms.informationcommissioner.gov.uk/search.html>. Simply type our name 'Top Professional Resumes Limited', or 'Top Pro CV's' and click Search.

The only information we collect about you is the information you supply to us through (offline or online) forms, other correspondence and information gathered when you use our web site, including details of your domain name and IP address, operating system, browser, version and the web site that you visited prior to entering our web site. We guarantee that all such information will be treated strictly in accordance with the Data Protection Act 1998.

We may use 'Cookies' - small pieces of information that are stored by your browser on your computer's hard drive - to enable us to provide a more personalised and user-friendly service to frequent visitors. Most web browsers automatically accept cookies, but you can usually change your browser to prevent that, although this may detrimentally affect your use of our web sites.

We may supplement the information that you provide to us with information that we receive from third parties, for example, collected from other members of your household.

We employ other companies and individuals to perform functions on our behalf, for example freelance consultants. Such companies and individuals will have access to personal information needed to perform these functions, but may not use it for any other purposes and are required to process the data in accordance with the UK's Data Protection legislation.

Information may be transferred outside the European Economic Area although any such transfer will be done in circumstances ensuring that the information is processed only in accordance with our Terms and Conditions and the UK's Data Protection Act.

All information may be used at our total discretion, for example in statistical analysis and for distribution to carefully selected third parties who may be able to assist you in gaining future employment. As a result, you may be contacted by post, fax, email, phone or other reasonable means of communication by us, our associates, or other organisations.

If you object to this usage of your data, please email, write or fax us to opt out and we guarantee your wishes will be adhered to. Otherwise, you are deemed to accept and consent to these terms, conditions and policies.

Under the Data Protection Acts, you are entitled to access all data we hold on you for a nominal fee (£10).

Security Guarantee

We have never had a report of fraudulent use of a credit or debit card as a result of purchases made with us. We are so confident about the transaction security we offer on our web sites that we back every purchase with a security guarantee.

We process your purchase through a secure payment gateway provided by Protx Limited (www.protx.com) and The 3rd Man (www.the3rdman.co.uk), the fraud screening specialists. Our secure sockets layer system (SSL) - widely acknowledged as the best available system for secure eCommerce trading, and used by the major clearing banks - encrypts all your personal information, including credit or debit card number and name and address, using 128 bit encryption from Verisign, before it is sent to us. The encryption process takes the characters you enter and converts them into bits of code that are then securely transmitted over the Internet.

Secure online payments are handled by **Cardnet**, a merchant service provided by Lloyds TSB Bank plc. Cardnet is a market leading online payment service provider and operates worldwide. They use state of the art security tools and techniques, both proprietary and unique, to ensure that you are protected against what is nowadays a virtually non-existent risk.

Cardnet's systems also have inbuilt system redundancy and fault tolerance, to provide a virtually uninterrupted service 24 hours a day, seven days a week. Your credit card details will only be retained by Lloyds TSB (i.e. not by us – we cannot retain them). Cardnet processes your payment and arranges with Top Professional Resumes Limited for your goods or services to be despatched. Only in the case of a suspected fraudulent transaction, may card details be disclosed to us and only then for the sole purpose of performing further checks. The store/merchant is not permitted to retain these details.

From time to time a notice may appear on your screen alerting you to the fact that you are moving from a secure server to one which is not secure. Do not be alarmed by this. Only in the secure part will we take personal or card details from you. Furthermore, you may occasionally see a message displayed on your browser that indicates that our security certificate is invalid. This is not related to us or any of our sites. This means that the version of the browser you are using is invalid and you will need to update. This can be done by contacting your ISP (Internet Service Provider) or your browser provider (e.g. Internet Explorer, or Netscape Communicator).

We follow strict security procedures in the storage and disclosure of information which you have given us, to prevent unauthorised access. Our security procedures mean that we may occasionally request proof of identity before we are able to disclose sensitive information to you.

In the event of unauthorised use of your credit or debit card, most banks and card issuers either cover all the charges or limit your liability to just £50.00. If your bank or card issuer holds you liable, we will cover your liability up to a maximum of £50.00 provided that the unauthorised use of your credit or debit card resulted through no fault of your own from purchases made while using our secure server.

In the unlikely event of unauthorised card use, you must notify your card provider in accordance with its reporting rules and procedures and in accordance with your contractual arrangement with them.

Satisfaction Guarantee

All CVs or Resumes will be revised free of any further charges until you are totally satisfied and request despatch of your completed order. This is subject only to our other terms and conditions (in particular the clauses concerning offensive behaviour as detailed under 'Payments & Refunds' below) and to our right to automatically deem an order to be closed to a client's satisfaction should we not have heard from them to the contrary after not less than 3 months have elapsed since our last contact with the client.

All changes to draft orders and/or approvals of draft orders must be submitted in writing - by post, fax, email or directly online via an appropriate form - and can not be accepted by telephone.

Once a completed order has been despatched, if any further changes are required, an 'additional version' or 'update' charge will be incurred. Which charge is appropriate will be determined by Top Professional Resumes Limited at its sole discretion.

Our No Risk Guarantee

In addition to the above 'work in progress' satisfaction guarantee, we further guarantee that in the event your Top Professional Resume fails to get you an interview within 30 days of its completion to our mutual satisfaction, we will work with you to rewrite or rework it until it does – **AT NO FURTHER COST TO YOU.**

Subject to the preceding paragraph, if after 90 days following completion, provided you have:

- a. used a relevant (to the specific vacancy applied for) Cover Letter produced by Top Pro to submit with your Top-Pro-CV, and
- b. given us the opportunity to rewrite the CV,

you have still not secured an interview you have the option of requesting a full refund.

However, we can only allow such a refund if you can demonstrate:

- a. that the vacancy for which you applied required relevant skill-sets and experience levels consistent with those notified to us for completion of the CV, and

- b. those skill-sets and experience levels are within your capabilities as notified to us for the production of the CV prepared.

Clearly we cannot reasonably be expected to refund or rewrite if, for example you are qualified as an IT Technician (and this is what the Top Pro CV was prepared for), but you have used the Top Pro CV to apply for a position as an Airline Transport Pilot.

Nor will we refund if the specific CV produced is used to apply for purely speculative vacancies, unless you have:

- a. requested and purchased from us a relevant Cover Letter for that vacancy,
- b. notified us of the vacancy for which you are applying, and
- c. given us the opportunity to adjust your CV accordingly.

Turnaround Times

All orders are processed within 24 hours. It is company policy that at least 80% of orders are taken to first draft stage within 72 hours of receiving a client's completed Career Development Questionnaire, and that no order is outstanding, as regards a first draft, in excess of 72 hours beyond this, barring inability to contact you if necessary. Base time is taken as the time original documentation and payment is received in its entirety.

Payments and Refunds

Payment is required in full with all orders. In the case of cheque payments we will commence work immediately, but the first draft will not be released to the client until the cheque has cleared.

If you are paying by credit/debit card your card will be debited on acceptance of your order so as to ensure that sufficient funds/credit are/is available in the account.

All credit/debit cards are subject to validation checks and authorisation by the card issuer. If the issuer of your card refuses to authorise payment, we will not be liable for any delay or non-delivery and we are not obliged to inform you of the refusal.

Once an order has been accepted by us, it is not possible to cancel it. That is to say, we are not able to grant refunds for orders which have been accepted and for which service has commenced.

Within the UK, all services are deemed to begin, by agreement, before the end of the cooling off period (as defined by United Kingdom's Consumer

Protection (Distance Selling) Regulations 2000), early delivery being essential to the vast majority of our clients. Furthermore, under the above-mentioned regulations, all our goods are 'made to the consumer's specifications or clearly personalised' and are therefore exempt.

Should a suspected error be made in billing your credit/debit card, our policy is to provide a full and immediate refund, pending further investigation by the management.

We reserve the right to terminate any contract due to offensive behaviour from a client. Offensive behaviour is defined as aggressive or abusive behaviour towards our staff. It should be noted that in the event of a dispute we welcome arbitration from a respected and mutually agreed independent third party such as "Which?" If applicable, a proportionate refund will be made, taking into account any deductions for works already carried out.

Late Payment Charges

You accept liability for bank charges incurred as a consequence of an unpaid cheque to your account along with an accompanying administration charge of not more than 30% of said charges.

You accept liability for an administration charge of 15% of the total amount outstanding on accounts which fall more than 7 days overdue.

We reserve the right to take further action against clients where accounts are more than 30 days overdue. You accept liability for all reasonable losses, including collection agency fees and commissions and/or the costs of any other action, as well as any lawyer/solicitor fees expended in the collection of monies due to us for any services rendered whether or not suit is instituted.

Deliveries

Completed orders are only despatched upon written acceptance of the draft(s) sent. We despatch finished resumes packages by Royal Mail Special Delivery in the UK, or by UPS worldwide. In the case of UK deliveries, you should receive your package on the next working day following despatch. However, no delivery service is infallible, so please allow 3 working days from the date of despatch for any package to arrive in the UK, 14 working days for Europe and 21 working days for elsewhere in the world.

If this time elapses and the package has still not arrived, you should contact your local sorting or post office to verify that the package is not being held for you. If your post office confirms that no packages are being held, we will consider the package to be 'lost in the post' and you must contact us to arrange for a replacement before a total of 30 days have elapsed since the

initial despatch. We will not send a replacement unless you have checked with your local sorting or post office first.

We cannot accept any liability for late deliveries.

We cannot accept liability for any importation taxes, sales taxes or charges that may be levied at delivery destinations outside of the EU.

In the exceedingly unlikely event that we are unable to deliver goods within 30 days, we will notify you immediately and, either arrange an alternative timescale for delivery or accept your cancellation of the item(s) in question.

Cancellation & Returns Policy

This section applies only to goods which are not 'made to the consumer's specifications or clearly personalised' and does not apply to services. Therefore, currently this only covers the range of books we sell. (We deem floppy discs and CDs to be both 'made to the consumer's specifications' and 'clearly personalised'. However, you may still return faulty discs for replacement, not refund, but you will be deemed to accept discs if you retain them beyond a period of 28 days without telling us that you wish to reject them. We consider this to be a reasonable time within which to fully examine discs and this does not affect our additional statutory rights to deem discs to be accepted if we are informed that they are accepted or if you carry out an act inconsistent with our ownership of the disc or discs).

You should be aware that once goods have been received by you, all risk of damage to, or loss of, the goods shall pass to you.

Returning a defective/erroneous item:

You can always return an item to us because of an error on our part or because it is defective. Simply send it back to us, carefully and securely wrapped (preferably in the packaging it arrived in), giving your full delivery name and address and a contact phone number, specifying the reason for the return and, in the case of a defective product, please also provide a full description of the defect. The return address is:

Top Professional Resumes Limited, 1 Stanley House, Manchester Road, Marsden, Huddersfield HD7 6LP, United Kingdom.

As soon as we receive your return, we will refund the relevant part of the purchase price for that item as well as delivery charges incurred.

Cancelling an item:

Under the United Kingdom's Consumer Protection (Distance Selling) Regulations 2000, UK customers have the right to cancel the contract for the

purchase of any item from the day the contract is made until seven working days have elapsed since the day after goods were received.

To cancel your contract, please notify us in writing within this timescale. We will refund the relevant part of the purchase price within 30 days of your cancellation and our terms of contract provide that the item(s) must subsequently be returned. Please package the item(s) securely and send it to us so that we receive it within 14 working days of the date that the item was delivered to you. The return address is:

Top Professional Resumes Limited, 1 Stanley House, Manchester Road, Marsden, Huddersfield HD7 6LP, United Kingdom.

For your protection, we recommend that you use a recorded delivery service and never use 'return to sender'. We will not accept liability for damage or loss caused by the carrier whilst items are in return transit.

Please note that you will be responsible for the costs of returning the goods to us unless we delivered the item to you in error or the item is defective.

If we do not receive the item back from you with all requested details, we may arrange for collection of the item from your residence/premises at your cost.

Complaints

We endeavour to respond to all correspondence, including complaints, within a maximum of 24 hours from receipt. All complaints must be made in writing; our telephone staff are not authorised to handle such matters. Complaints may be made by post, fax or email, except in cases where an account has been terminated in which case the associated email address(es) will also have been barred/blocked and complaints can only be received by post or fax.

Should a complaint not be resolved to a client's satisfaction, we welcome arbitration from a respected and mutually agreed independent third party such as "Which?"

Service Specific Terms and Conditions

Resume and CV Writing:

We do not undertake to include non-text elements, e.g. graphics (logos, photographs, etc.) within our CVs, with the exception of simple lines and boxes, nor do we undertake to make use of colour.

With respect to References, our research and experience have found that Referees details should not appear on the face of the resume. We include as

part of our package a separate Referee Sheet which the client can take to interview. Ordinarily we hold that the term 'references are available on request' is superfluous and we therefore rarely, if ever, utilise it within the resume. If a client specifically requests this or that such referee details are to be included within the body of the CV or resume, then we require such instruction to be made in writing. In this case **our No Risk Guarantee (see above) is unconditionally withdrawn and will not apply**. However the client's statutory rights and our satisfaction guarantee (see above) are unaffected.

Delivery Format:

Files provided on CD are supplied in 3 formats: ASCII (American Standard Code for Information Interchange), RTF (Rich Text Format) and PDF (Portable Document Format). We cannot be held liable for incompatibility issues with a user's individual computer set-up although we do undertake to assist as best we are able in resolving any such issues and will provide alternative, more suitable formats if we are able to do so. However, it should be noted that IT support is out of our field of expertise and if we are unable to agree upon a resolution then the user will need to seek appropriate professional IT support at their expense. With regard to potentially faulty CDs the terms and conditions detailed above (under 'Cancellation & Returns Policy') will apply.

Email Despatch:

The above-mentioned terms and conditions relating to file formats also apply to files transmitted by email. It should further be noted that we cannot accept any liability for late delivery of emails or for the failure of emails to arrive since the delivery of emails depends on too many external factors beyond our control.

Web Site Use

You warrant that you will use our websites only in accordance with these Terms & Conditions and only for lawful purposes and in a lawful manner.

You warrant that all information which you provide to us is true, accurate, current and complete in all respects and that you will notify us immediately of any changes to such information.

We reserve the right to change or remove (temporarily or permanently) a website (or any part of it) without notice to you and you confirm that we shall not be liable to you for any such change or removal.

Our websites are provided to you on an 'as is' and 'as available' basis without any warranty being given in relation to those websites including (but not limited to) implied warranties of non-infringement, compatibility, security,

accuracy or any implied warranty arising from course of dealing or usage or trade.

We make no warranty that the websites will meet your requirements or will be uninterrupted, timely, or error-free, that defects will be corrected or that the site or the server(s) that makes it available are free of viruses or bugs.

We will not be responsible or liable to you for any loss of material uploaded or transmitted through our websites.

All emails and any attachment(s) is/are confidential. If an email is received by a party who is not the intended recipient they are requested to notify us immediately, delete it from their system and refrain from copying or using it for any purpose or disclosing its contents in any other way.

We are not responsible for the content of emails which may or may not contain personal views. Anything said or contained within an email does not necessarily reflect our views and opinions unless specifically stated.

Internet communications are not secure and may be intercepted. All emails are checked for all known viruses by Symantec Corporation software which is updated at least daily and no further liability can be accepted.

All links on any of our websites to third party web sites are provided purely as an information source and we do not endorse, approve, certify or control links to or information provided by other individuals, institutions or organisations, and do not guarantee the accuracy, completeness, efficacy, timeliness, or correct sequencing of information located at external Internet addresses, nor are we responsible for the terms, conditions, policies or security of these web sites.

Intellectual Property

You acknowledge and agree that all copyright, trade marks and all other intellectual property rights in all material on our websites, site design, structure and graphics and all software and source codes connected with our websites shall remain at all times vested in us or our licensors. You are permitted to use this material only as expressly authorised by us.

You acknowledge and agree that the material contained within our websites is made available for your personal non-commercial use only. You may only access, view, copy and/or print pages from our websites for the sole purpose of you evaluating whether to and/or placing an order with us. Any other use of the material within our websites is strictly prohibited.

Disclaimer

Limitation of Liability:

Our liability is limited for losses that were not foreseeable to both parties when any contract was made, for losses that were not caused by any breach on our part and for business losses and/or losses to non-consumers.

Furthermore, nothing in these Terms & Conditions shall exclude or limit liability for death or personal injury resulting from our negligence or that of our agents or employees.

Indemnity:

You agree to fully indemnify, defend and hold us, and our officers, directors, employees, agents and suppliers, harmless immediately on demand, from and against all claims, liability, damages, reasonable losses, costs and expenses, including legal fees, arising out of any breach of these Terms & Conditions of Use by you or other liabilities arising out of your use of our services and our web sites.

Severance:

Each provision of these Terms & Conditions shall be construed separately and independently of each other and the validity of any one part shall not affect the validity of any other part. This is subject only to the provision that where a particular term(s) is/are declared void, under the Unfair Terms in Consumer Contracts Regulations 1999, the contract will only continue to bind the parties if it is capable of continuing in existence without the unfair term(s).

For the avoidance of any doubt, we would reiterate that your statutory rights are not affected by any of our terms, conditions or policies.

E & OE (Exclusions and Omissions Excepted)