

TERMS & CONDITIONS

Introduction

After placing an order with Via UK Global you are agreeing to our Terms and Conditions which are set out on this page. We recommend that if you disagree with any of these Terms and Conditions you do not use our website. From time to time we may decide to change these Terms and Conditions. Should these changes take place after you have placed an order with Via UK Global then the original Terms and Conditions at the time of placing you order will apply.

A contract with our service will only exist when Via UK Global has accepted your order. Occasionally we may refuse an order without notice but will inform you within 24 hours of your order.

All prices listed on the Via UK Global website are subject to change without prior notice and Via UK Global does not accept any liability for this. Should our prices change after you have placed an order then the price at the time of purchase will apply. Should any of our prices reduce and you have placed an order within 7 days of this action then we will happily refund you the difference.

All content on this site is the property of Via UK Global. Unauthorised copying is not permitted. Via UK Global goes to great effort to ensure the information on its website is accurate. We do only provide advice and accept no liability as a result of inaccuracy in any of the information on the Via UK Global website.

Ordering with Via UK Global

In order to complete your order we collect personal information such as contact details, education and employment history. Should this information not be readily available from your order then we will either contact you to gather this information, or in the case where there is minor amount of information missing we will highlight this when sending your completed order back to you.

Via UK Global take payment in advance in order to begin your order. This is through our online merchant service PayPal. However, should you wish to pay by other means then please make contact to discuss alternative methods.

Should you place an incorrect order; for example select the wrong type of CV then we will contact you to advise you of this and will arrange for any difference in cost to be settled. Should you not wish to continue at this stage then we will fully refund you.

If we find that due to the nature of your order; e.g. complex information we will fall outside the agreed turnaround time we will contact you to discuss this. Similarly if we find that due to resources we will fall outside of the agreed turnaround time we will contact you to discuss this and agree any required actions.

Once your order has been placed with Via UK Global we may need to arrange a telephone call or email questionnaire to gather all necessary information. The turnaround time pertaining to you order will apply from when all required information has been received. When received we will write your documentation from the information provided and where any existing content is deemed fit for purpose we will use in the new documentation. Your documentation will be delivered back in Microsoft Word to the email address provided at the time of placing the order.



We do recommend that throughout the process of your order being completed you do check your Junk or Spam folder. We cannot accept any liability for where an order has been sent but perceived as not received for this reason.

Once you have received your order we will assume your order is complete unless you advise us that adjustments are required. In order to be as efficient as possible we do recommend you to outline any required adjustments in an email and send this to Once we have received your email we will respond should we feel in our experience your adjustments need to be re-considered. We aim to complete any requested adjustments within 4 days of your request. If you would like it sooner then please do advise us of this so that we may try and do the adjustments sooner. Should adjustments be minimal in nature (e.g. 1-2 sentences) then we do recommend you adjust the CV and send it to us and we can review within 2 days and advise on any recommendations.

We provide our services in good faith and complete orders to the best of our knowledge by experienced career coaches. We cannot accept any liability should you suffer any loss or damage from taking our advice.

Cancellation & Returns Policy

The service provided by Via UK Global are goods 'made to consumer's specifications or clearly personalised'. It is for this reason that are services are exempt from the normal distance selling regulations.

As part of our on-going commitment to 100% customer satisfaction, we guarantee to revise your CV until you are 100% satisfied. This is our 100% satisfaction guarantee. Other than where you have selected a service which is less than the cost of what you should have paid then we do not offer any refunds.

Complaints

In the unlikely event you have a complaint or grievance in relation to your order with Via UK Global please email us at once received your complaint will be investigated and we will reply to you within 3 working days.

PRINCIPAL TERMS & CONDITIONS

By placing an order with Via UK Global (viauk.org.uk) you -the Client- agree to accept our Terms and Conditions.

- 1.1. 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.
- 1.2. Furthermore, your access to and use of Via UK Global (viauk.org.uk) and other web sites owned by us (the/our "web sites" and or Social Media) are subject exclusively and strictly to our Terms and Conditions.



- 1.3. 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.
- 1.4. We retain the right to revoke your right to continued use of our services at our discretion.
- 1.5. 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.
- 1.6. Your statutory rights are not affected by any of our terms, conditions or policies.

Turnaround Times

- 2. The following clauses relate purely to our CV Offer Letter writing services and LinkedIn profile service and are obviously not applicable to our interview coaching service.
- 2.1. We aim to process orders within 24 hours after initial consultation.
- 2.2. We cannot be held liable for any further losses incurred as a result of failure to meet these timescales.
- 2.3. NB: All turnaround times relate only to standard Monday Friday working days and exclude weekends and Bank Holidays.

Payments, Refunds & VAT

- 3. Payment is required in full with all orders. We reserve the right to allow time for bank clearance of cheque payments although we will generally only do so in cases where there have been previous problems with payment.
- 3.1. 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.
- 3.2. 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?".
- 3.3. All prices are fully inclusive of VAT for customers based within the EU, including the UK. No charge is made in respect of VAT for customers based outside the EU. Please note that we are not responsible for any other importation taxes, sales taxes or charges that may be levied at the delivery destination.

Complaints

4. 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 email, except in cases where a client's account has been terminated as a result of abusive conduct, in which case the associated email address(es) will also have been barred/blocked and complaints can only be received by telephone.



4.1. Any complain arising from these terms and conditions will be submitted to and resolved by arbitration, from a respected and mutually agreed independent third party such as "Which?"

Service Specific Terms and Conditions

5. CV, Cover Letter and LinkedIn 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.

Web Site Use

- 6. You warrant that you will use our web sites only in accordance with these Terms & Conditions and only for lawful purposes and in a lawful manner.
- 6.1. 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.
- 6.2. We reserve the right to change or remove (temporarily or permanently) a web site (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.
- 6.3. Our web sites are provided to you on an 'as is' and 'as available' basis without any warranty being given in relation to the web sites 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.
- 6.4. We make no warranty that the web sites 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.
- 6.5. We will not be responsible or liable to you for any loss of material uploaded or transmitted through our web sites.
- 6.6. 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.
- 6.7. 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.
- 6.8. Internet communications are not secure and may be intercepted.
- 6.9. Any links on our web sites 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 are responsible for the terms, conditions, policies or security of these web sites.

Intellectual Property

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



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

Other Terms & Conditions

8. We may change the terms and conditions of this contract at any time, on the proviso that the change is notified on this website. Changes take effect three days from the date and time of notification on the web site.

No Liability or Warranty

9. Disclaimer of Warranties. We specifically disclaim all implied warranties, including but not limited to, the implied warranties of merchantability, fitness for a particular purpose and non-infringement of the system or services provided. No responsibility will be taken for loss of service or data for any reason, due to but not limited to server failures, hacking, fire, flood, acts of God, theft, whether or not Via UK Global (viauk.org.uk) or its staff were responsible. No compensation will be given for such incidents. Affiliates must keep regular backups of all data.

Disclaimer

10. 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. It is limited for loss of data, loss of profits, cost of cover, or other special, incidental, consequential, indirect or punitive damages however caused and regardless of theory of liability. This limitation will apply even if we have been advised of, or are aware of, the possibility of such damages.

10.1. 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.

11. 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.

12. <u>Severance</u>

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).

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