

Terms and conditions of supply

1. General information

1.1 We operate the website www.drscvs.com. We are DRSCVS.COM.

1.2 We are registered under the Data Protection Act.

1.3 If you have any questions or if you have any questions or issues please contact us. You can contact us by e-mailing us at drscvs@me.com

1.4 All Services are provided by DRSCVS.COM and not by any individuals who are members or employees of DRSCVS.COM.

1.5 These Terms, and any Contract between us, are only in the English language.

1.6 We amend these Terms from time to time as set out in clause 9. Every time you wish to place an order for Services, please check these Terms to ensure you understand the terms which will apply at that time.

1.7 All headings in these Terms are for reference only and shall not affect their construction.

Notwithstanding the generality of the foregoing, any clause of these Terms which is applicable to any Service performed by us shall apply to the Contract for that Service irrespective of whether or not that clause is contained within the section of these Terms which deals with the Service to be performed under that Contract.

1.8 All dealings with us shall be on these Terms and shall not be governed or affected by any other material (including without prejudice to the generality of the foregoing) any brochures advertisements or posters ("Publicity") nor by any previous arrangements made by us with you or your representatives or colleagues nor by any letters or requests by you to us. You acknowledge that, in entering into a Contract, you have not relied on any Publicity, statement, representation, assurance or warranty (whether made negligently or innocently) other than those expressly set out in these Terms and any order.

1.9 This page (together with the documents expressly referred to) in it tells you information about us and the legal terms and conditions (Terms) on which we supply any of the services (Services) listed on our website to you. You will be able to view these Terms on our website and they may also be brought to your attention in our brochure (which may be sent to you at our discretion) and available to view via a web-link in the signature in all our emails to you.

1.10 These Terms will apply to any contract between us for the supply of Services to you (Contract). Please read these Terms carefully and make sure that you understand them, before ordering any Services. Please note that you will be asked to agree to these Terms when we send our brochure to you by post and before placing an order for Services. If you refuse to accept these Terms in writing, you will not be able to order any Services and by placing an order for Services you are confirming your agreement to these Terms. You should print a copy of these Terms for future reference. If any of the Terms conflict with any term of the order, the order will take priority.

2. The contract and its formation

2.1 To place an order for any of the Services or to discuss the Services in more detail, please contact us on 0151 488 5364.

2.2 Each Service provided by us shall be processed to your special order and shall be a separate contract governed by these Terms and not interdependent on any other Service or Services or the preparation of any other Material.

2.3 Please note that any price mentioned in our brochure provided by us in relation to the Services is for information purposes only. Our website and brochure and any Publicity is an invitation to treat only and it shall not in any circumstances be regarded as an offer by us to provide any Services to you.

2.4 The placing of a telephone order by you represents your offer to buy the Services in accordance with these Terms (as updated from time to time). You are aware and agree that your offer is valid for 28 (twenty eight) calendar days only from the date of issue.

2.5 Our acceptance of your order and the Contract between us on these Terms will only be formed when we have processed your debit or credit card payment or deposited your cheque (as appropriate). Following the processing of your payment, we will confirm your order to you by sending you an e-mail or letter that confirms that we are able to provide you with any of the Services (Order Confirmation).

2.6 You should read these Terms carefully to ensure that you agree to them before you instruct us to provide the Services. Please ensure that you read these Terms carefully and check that the details in the order and these Terms are complete and accurate, before you sign and submit your order. If you think that there is a mistake or require any changes, please contact us to discuss. We will confirm any changes in writing to avoid any confusion between you and us.

2.7 Subject to our overriding discretion, instructions and orders for Services accepted by us will be undertaken in the order in which they are received and paid for.

2.8 We do not file details of your order for you to subsequently access direct on our website, and therefore, please print out the Terms and the Order Confirmation for your records.

2.9 If we are unable to supply you with any of the Services, for example because the Services are not available or because of an error in the price in our brochure as referred to in clause 3.4, we will inform you of this in writing and we will not process your order. If you have already paid for the Services, we will refund you the full amount as soon as possible.

2.10 We will not be held responsible and give no warranty to you for any arrangements entered into with you as a Courtesy

Gesture outside the scope of the Contract. Should a Courtesy Gesture involve us incurring costs, additional time or reprioritisation

of work, we reserve the right to demand payment from you for the additional costs, time or reprioritisation of work. Under no circumstances will such a demand form or be deemed to form a separate agreement from the Terms of the Contract and you will indemnify us in accordance with clause 14.5 for any work carried out by us as a Courtesy Gesture under this clause 2.10.

3. Service Prices

3.1 The prices of the Services will be as quoted in our brochure. We take all reasonable care to ensure that the prices of the Services are correct at the time of us providing the prices to you. However if we discover an error in the price of the Services you ordered, please see clause 3.4 for what happens in this event. For the avoidance of doubt, the price of Services does not include application submission fees, or any associated or similar fees, postal fees, appeal fees, work done other than one application for one date, translation fees and any associated legal fees or any other fees whatsoever.

3.2 Prices for our Services may change from time to time, but changes will not affect any order which we have confirmed with an Order Confirmation.

3.3 Our brochure contains a number of Services which, in accordance with clause 2.2, are offered on a non-interdependent basis only. It is always possible that, despite our reasonable efforts, the Services may be incorrectly priced. If we discover an error in the price of the Services you have ordered we will inform you in writing of this error and we will give you the option of continuing to purchase the Services at the correct price or cancelling your order. We will not process your order until we have your instructions. If we are unable to contact you using the contact details you provided during the order process, we may, at our discretion, treat the order as cancelled and notify you in writing. Please note that if the pricing error is obvious and unmistakable and could have reasonably been recognised by you as a mispricing, we do not have to provide the Services to you at the incorrect (lower) price.

3.5 In the unlikely event that if you provide information such that your CV is longer than twenty five pages, we reserve the right to charge on a pro rata basis for CVs longer than this page length. We will not shorten the CV so that this charge is not payable and the length of the CV is at our sole discretion.

3.6 If you require Services outside of usual working hours in the United Kingdom (9am to 6pm, Monday to Friday) or have very tight deadlines, we reserve the right to charge you extra for this

Service but we will tell you the additional cost to the price of this Service before carrying out any such Service.

4. Payments

4.1 You can pay for the Services over the telephone by contacting us and by using a debit card or credit card or by cheque or by PayPal. We accept all commonly used debit and credit cards.

4.2 Payment for the Services and all applicable charges is in advance. We will process your payment before we e-mail you the Order Confirmation.

4.3 If you do not make any payment due to us by the due date for payment or a payment is refused, we may charge interest to you on the overdue amount at the rate of 4% a year above the base lending rate of Santander Bank from time to time and you will be responsible for any refund costs incurred by us for the refusal of your payment. Interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgement. You must pay us interest together with any overdue amount.

5. Consumer rights to cancel and applicable refunds

5.1 You have a legal right to cancel a Contract under the Consumer Protection (Distance Selling) Regulations 2000 during the period set out below in clause 5.3. This means that during the relevant period if you change your mind or for any other reason you decide you do not want to use the Services, you can notify us of your decision to cancel a Contract and receive a refund. Advice about your legal right to cancel a Contract under these regulations is available from your local Citizens' Advice Bureau or Trading Standards office.

5.2 Please note the cancellation right described in clause 5.1 does not apply where any of the Services have commenced with your agreement before the end of the cancellation period.

5.3 Your legal right to cancel a Contract starts from the date of the Order Confirmation, which is when the Contract between us is formed. As detailed in clause 5.2, this cancellation right shall only apply at any time before the start date for the Services. Please note that you have a period of 7 (seven) working days in which you may cancel, starting from the day after the day you receive the Order Confirmation. Working days means that Saturdays, Sundays or public holidays are not included in this period.

5.4 To cancel a Contract, please contact us using the details as set out in clause 11.

5.5 If you cancel the order for a Service or Services at any time before the start date for that Service or Services and you have made any payment in advance for the Service or Services that have not been provided to you, then you will receive a full refund of the price you paid for that Service or Services. For the avoidance of doubt, you will not, in any circumstances, receive a refund for any amounts in relation to any Service or Services that we have begun to provide to you at the date of such cancellation. We will process the refund due to you as soon as possible and, in any case, within 30 calendar days of the day on which you gave us notice of cancellation as described in clauses 5.4 and 11.

5.6 If you cancel an order for a Service or Services outside the period for your cancellation right or we have already started performing the Services or Services, then you shall not be entitled to cancel a Contract or receive any refund for that Service or Services.

5.7 We refund you on the credit card or debit card used by you to pay.

5.8 Once we have begun to provide the Services to you, you may cancel the Contract for Services with immediate effect by giving us written notice if:

5.8.1 we break the Contract in any material way and we do not correct or fix the situation within seven days of you asking us to do so in writing;

5.8.2 we go into liquidation or a receiver or an administrator is appointed over our assets;

5.8.3 we are affected by an Event Outside Our Control.

5.9 For the avoidance of doubt, you must check with your college/medical council that you are eligible to apply for Registration and should you at any time become aware that you are ineligible to apply for Registration for whatever reason and performance of the Services has commenced or Material or Final Material has been prepared, then you acknowledge and agree that you will not be entitled to a refund.

6. Our rights to cancel and applicable refunds

6.1 We may have to cancel a Contract before the start date for the Services, due to an Event Outside Our Control or the unavailability of key personnel or key materials without which we cannot provide the Services. We will promptly contact you if this happens.

6.2 If we have to cancel a Contract and you have made any payment in advance for a Service or Services that have not been provided to you, we will refund the appropriate amount or amounts to you but we will not, in any circumstances, refund any amounts in relation to any Service or Services that have we have begun to provide to you at the date of such cancellation.

6.3 Each Service provided by us shall be processed to your special order and shall be a separate contract governed by these Terms and not interdependent on any other Service or Services and once we have begun to provide a Service or a number of Services to you, we may cancel the Contract for each or any of the individual Service or Services at any time by providing you with at least seven calendar days' notice in writing. If you have made any payment in advance for any each or any of the individual Service or Services that have not been provided to you, we will refund these amounts to

you but we will not, in any circumstances, refund any amounts in relation to any Service or Services that have we have begun to provide to you at the date of such cancellation.

6.4 We may cancel the contract for a Service or Services at any time with immediate effect by giving you written notice if:

6.4.1 you do not pay us when you are supposed to as set out in clause 4. This does not affect our right to charge you interest under clause 4.3;

6.4.2 you break the contract in any other material way and you do not correct or fix the situation within seven days of us asking you to do so in writing; or

6.4.3 you do not respond to our requests for further information either within the timescales indicated for the Services as detailed in clauses 7.3.2, 7.3.3, 7.3.4, 7.4.2 and 7.4.3. time is of the essence in this sub-clause.

6.5 If we cancel the contract for a Service or Services pursuant to clause 6.4.3, we will not refund any amounts in relation to any Service or Services that have we have begun to provide to you at the date of such cancellation provided always that we may, as a Courtesy Gesture, refund such pro-rata amount as corresponds to the incomplete sub-sections, sections or domains of the relevant Application Form.

7. Order and agreements

7.1 In connection with your order for any Service or Services, you acknowledge that it is your sole responsibility to, and you must use every effort to ensure that:

7.1.1 you are accessible and respond to our enquiries promptly within the timescales detailed in these Terms and that, at all times, you communicate with us in a collaborative and open manner so that we can carry out our obligations to you;

7.1.2 any information that you send to us in relation to our requests or otherwise is clear, accurate and comprehensible; is in your own words, original to the question at hand;

7.1.3 all off line and/or on line Material completed or partly completed by us for you is saved and safely backed-up and if you should lose such backup or lose the Material (whether innocently or negligently) as a consequence of not backing up the Material we will not be held responsible or liable for any further or extra work caused as a consequence of any innocent or negligent action on your part that causes such a loss.

7.2 In connection with your order for the Service which includes CVs, covering letters and personal statements, you acknowledge that in addition to your obligations detailed in clause 7.1 it is your sole responsibility to, and you must use every effort to ensure that you comply with your obligations in the following clauses 7.2.1 to 7.2.7.

7.2.1 In accordance with clause 12.3.2, we will prepare a Draft and you will check, verify and return by post such Draft (in accordance with clauses 12.3.3 and 12.3.4) within 48 hours of us sending it to you and, notwithstanding clause 7.2.2, time is of the essence for this clause. In

exceptional circumstances, we will accept the return of a checked and verified Draft scan by you (in the same timescales as for postal amendments) which is attached to an email provided always that you will use every effort to ensure that the scanned image is clear and legible and no text is missing from any page and that your corrections are clear, legible and in bold block capital letters in black ink and in your own hand.

7.2.2 The period for you to check, verify and return the Draft (as detailed in clause 7.2.1) can be extended to five days at our sole discretion if you inform us in writing by email within two days of your receipt of the Draft that you require additional time. If you do not check, verify and return your Draft within this extended period, we will, as a Courtesy Gesture, allow a further two days for receipt of such Draft. If after a total period of seven days the checked and verified Draft is not received by us, we will deem that the Contract between us will be at an end as you have materially breached the Contract and released us from our obligations. In the event of termination of the Contract pursuant to this clause 7.2.2, we will send a self editable version of the CV and/or Covering Letter to you by email in order for you to make your own changes to the CV and/or Covering Letter and, for the avoidance of doubt, we will not send any hard copies of the CV and/or Covering Letter by post in such circumstances. We acknowledge and accept that you have no responsibility for the late arrival or loss of any Draft by post due to Events Outside Your Control (see clause 16) in relation to Services where we have specifically requested that a Draft is returned by Post provided always that we may, at our sole discretion, allow you to return a scanned copy with your amendments (as detailed in clause 7.2.1) within the same timescales as for postal amendments.

7.2.3 You must specify in bold block capital letters in black ink your corrections to the Draft and your precise requirements and precise and not generalised solutions to any perceived problems with the Draft. Where you wish to reduce the over-all size or page total of the Draft you will indicate as appropriate any data to be deleted. We will not accept revised drafts from you which have been amended by electronic means nor will we accept amendments communicated by telephone except at our sole discretion. For the avoidance of doubt, you are solely responsible for, without limitation, checking wording, spelling and grammar in connection with the Draft and drawing to our attention any errors omissions exclusions or inclusions that are misleading or incorrect and where any other problems are perceived by you that you propose precise solutions in order to ensure that these are removed from the Final Material.

7.2.4 Notwithstanding clause 7.2.2 where we send a set of hardcopy CVs and/or a Covering Letter to you by royal mail first class post after the CV and/or Covering Letter has become Final Material in accordance with clause 12.3.5, we may, at our sole discretion, send a Draft CV and/or Covering Letter to you by post where we believe that we have achieved a reasonably error free Draft in order to expedite the completion of the Service to you. In such circumstances, where you subsequently identify any errors that you have previously corrected and brought to our attention in the Draft but have not been corrected by us, you may return the relevant corrected pages of the Draft CV and/or Covering Letter to us and

we will, as a Courtesy Gesture, send replacement pages to you as soon as we are reasonably able to do so provided that any such Courtesy Gesture will not place us under any obligation to agree to or accept changes to the Draft if you have changed the scope of your order or if you present new or revised information to us. If you wish us to accept such changes, you will need to contact us in writing and we will tell you if we accept the changes and the additional cost to the price of the Services.

7.2.5 In compliance with clause 12.3.5, you shall be solely responsible for verification of the content of any Final Material and our interpretation and formatting of the information provided by you and that it is accurate.

7.2.6 Please note that:

7.2.6.1 following our completion of any Draft and your checking, verifying and returning the Draft to us and our return of the Final Material to you; or

7.2.6.2 where there is a failure to check, verify or return the Draft to us or inform us of any

perceived problem with any Draft within the period detailed in clause 7.2.2; we will be reasonably able to conclude that you have accepted that a Service or Services have been satisfactorily completed and that your action or in-action pursuant to this clause 7.2.6 will signify that you have accepted the Final Material and that the Contract between us will be at an end and that we are released us from our obligations.

7.2.7 For the avoidance of doubt:

7.2.7.1 we will not submit any Final Material and/or any other information on your behalf to any prospective employer or appropriate college/medical council and it is therefore your sole responsibility to submit any Final Material and/or other information (by the appropriate means); and

7.2.7.2 addendums in the form of letters and/or notes sent to us which indicate that the Material must be completed by a particular date of your personal choosing will not be accepted. Whilst we will always use all reasonable efforts to ensure that the Service is completed in time for an official job closing date imposed by a prospective employer, though we cannot and do not guarantee to do so, we will not work to complete the Service for any personal date of your choosing. Should an official deadline or original deadline be changed by any prospective employer we will not be responsible or have any liability to you for meeting that change of closing date and you will still be liable for the full amount paid for the Service.

7.3 In connection with your order for the Service which includes a job application, you acknowledge that in addition to your obligations detailed in clause 7.1 is it your sole responsibility to, and you must use every effort to ensure that you comply with your obligations in the following clauses 7.3.1 to 7.3.11.

7.3.1 You acknowledge that is it your sole responsibility to, and you must use every effort to ensure that:

7.3.1.1 you provide us with details of, without limitation, the vacancy or vacancies that you intend to apply for and full and complete details of your relevant qualifications, experience, employment history, the closing date of the application, and any other information reasonably required by us to complete the preparation of the Material and perform the Services;

7.3.1.2 in accordance with clause 12.4.10 and where appropriate to the Service that you order pursuant to these Terms, read all job specifications, person specifications, and be aware of any relevant help provided by any relevant third party advertising any vacancy in relation to, without limitation, job, rotation, programme and residency on offer;

7.3.1.3 you provide information in your own words and in accordance with the general question set in any application, and, where appropriate, that the word or character length that you provide to us shall be similar to the word length stipulated in the application;

7.3.1.4 you provide us with your original replies in your own words and will not direct us to other information in the form of attachments you send to us without first requesting our permission to send any such unsolicited documents (as referred to in clause 7.3.11.2) to us;

7.3.1.5 unless agreed in writing by us, you will complete all basic data entry sections of the form including, without limitation, your qualifications, referees, list of jobs;

7.3.1.6 you follow all appropriate guidance, and use any other available information provided by the prospective employer, Deanery, institution, NHS authority and any other relevant third party in relation to the proper and appropriate completion of your application;

7.3.1.7 you have collected, in advance of commissioning our Service, the information you will need to complete the application;

7.3.1.8 all information and answers that you submit to the prospective employer will be a true and accurate reflection of your training and experience and qualifications;

7.3.1.9 all entries to your Application Form and all individual sections of your Application Form are accurate and correct;

7.3.1.10 after you are satisfied with the Material and before you submit any of the Final Material, you have checked them carefully and ensured they meet the requirements and specifications for the post and are in your own words;

7.3.1.11 you will check that the Final Material is sufficient for its purpose and meets all the criteria and requirements for it to be appropriately assessed and acceptable for submission;

7.3.1.12 not to send us any documentation described in clauses 7.3.1.1 to 7.3.1.11 by e-mail attachment or by postal mail without our prior written request. Please note this clause also applies to confidential information which forms any part of such documentation.

7.3.2 In accordance with clause 12.4.2, we may require you to respond to any written question or questions from us and such response is required within 24 hours (in the case of job application forms) of such question or questions being sent to you in order that we may carry out our obligations to you and, notwithstanding clause 7.3.3, time is of the essence for this clause.

7.3.3 The period for you to respond to our written questions (as detailed in clause 7.3.2) can be extended to 36 hours (in the case of job application forms) at our sole discretion provided that, in our opinion (acting reasonably), the closing date of your application permits us to make such a discretionary extension and provided further that you inform us in writing within one day or sooner mentioned in clause 7.3.2, that you require additional time. If you do not respond to our written questions within this extended period, we may, as a Courtesy Gesture and provided again that, in our opinion (acting reasonably), the closing date of your application permits us to make such a discretionary extension, allow a further 24 hours (in the case of job applications) for you to respond.

7.3.4 If after a total period of three days (in the case of job applications) you have not responded to our written questions, we will deem this as an unreasonable demand on the Services and we will consider that the Contract between us will be at an end as you have materially breached the Contract and released us from our obligations. Where a closing date expires as a result of your failure to respond to a question or questions in accordance with clause 7.3.2 and this clause 7.3.4 in a timely manner, we will not be held responsible and where compliance with such deadline involves us carrying out additional work or reorganising or prioritising other client's work to accommodate additional demands on the Service caused by your delay to requests for information and in such circumstances, we will deem this as an unreasonable demand on the Services and we reserve the right to make additional charges as detailed in clause 12.4.9 and we do not accept any responsibility for meeting such deadlines.

7.3.5 In accordance with clause 12.4.3, we will prepare a Draft and you will check and verify such Draft (in accordance with clauses 12.4.4 and 12.4.5) within 24 hours of us sending it or notifying you that it is ready to check and time is of the essence for this clause. For the avoidance of doubt, you are reminded of your obligations in clause 7.3.1 above and further that you are responsible for, without limitation, checking wording, spelling and grammar in connection with the Draft and ensuring that it is in your own words. Please note that we will accept revisions to drafts made by you by electronic means but we will not accept amendments communicated by telephone. Where any such amendments or suggestions are made in any other medium then you will not assume that we will act according to any such instructions.

7.3.6 The period for you to check and verify a Draft (as detailed in clause 7.3.5) can be extended to 36 hours at our sole discretion if you inform us in writing by email within one day of your receipt of our notification that a Draft is available to check, that you require additional time. If you do not check and verify your Draft within this extended period, the Contract between us will be at an end as we will consider that you have materially breached the Contract and released us from our obligations.

7.3.7 You must use every effort to promptly reply to our email message indicating that we have prepared a Draft for your review and confirm that you are aware that a Service or Services or any part of any Service or Services have been satisfactorily completed. Please note that if you would like to make further amendments to the Draft then such amendments shall only be permitted in accordance with clauses 7.3.5 and 7.3.6 and that if you should use any Draft in any job application then we will be entitled to regard the Contract between us to be at an end and that we are released us from our obligations.

7.3.8 Please note that if you do not reply to our e-mail referred to in clause 7.3.7 or you use the Draft as detailed in clause

7.3.7, we shall have the right to presume and conclude after 36 hours that you have accepted that a Service or Services

have been satisfactorily completed and the Contract between us will be at an end and that we are released us from our obligations. For the avoidance of doubt, time is of the essence for this clause.

7.3.9 You acknowledge and agree that, in accordance with clause 12.4.6, following your checking and verifying a Draft pursuant to clauses 7.3.5 and 7.3.6 and our subsequent amendment of such Draft in accordance with your instructions and notification to you in accordance with clauses 7.3.7 and 7.3.8, such Draft will become Final Material and that we will not make any further amendments to such Final Material at any time.

7.3.10 In accordance with clause 7.3.9, please note that:

7.3.10.1 following our completion of any Draft and your checking and verifying of a Draft and our email to you confirming that the Final Material has been prepared; or

7.3.10.2 failure to check or verify a Draft or inform us of any perceived problem with any Draft within the period detailed in clauses 7.3.5 and 7.3.6 or clause 7.3.8; we will be reasonably able to conclude that you have accepted that a Service or Services have been satisfactorily completed and that your action or in-action pursuant to this clause 7.3.10 will signify that you have accepted the Final Material and that the Contract between us will be at an end and that we are released us from our obligations.

7.3.11 For the avoidance of doubt:

7.3.11.1 we will not submit any Final Material and/or any other information on your behalf to any prospective employer and it is therefore your sole responsibility to submit any Final Material and/or other information (by the appropriate means) in accordance with your obligations under clause 7.3.1;

7.3.11.2 addendums in the form of letters and/or notes sent to us which indicate that the Material must be completed by a particular date of your personal choosing will not be accepted. Whilst we will always use all reasonable efforts to ensure that the Service is completed in time for an official job closing date imposed by a prospective employer, though we cannot and do not guarantee to do so, we will not work to complete the Service for any personal date of your choosing. Should an official deadline or original deadline be changed by any prospective employer we will not be responsible or have any liability to you for meeting that change of closing date and you will still be liable for the full amount paid for the Service.

7.4 In connection with your order for the Service which includes an application for Registration, you acknowledge that in addition to your obligations detailed in clause 7.1 is it your sole responsibility to, and you must use every effort to ensure that you comply with your obligations in the following clauses 7.4.1 to 7.4.11.

7.4.1 You acknowledge that is it your sole responsibility to, and you must use every effort to ensure that:

7.4.1.1 you follow all appropriate guidance and use all available specialty guides and other guides offered by your appropriate college/medical council, and familiarise yourself with the entire on-line and off line application process for the for that application which is part of your order for Services;

7.4.1.2 you have contacted your college/medical council before you use our Services to ensure that you are eligible to apply for Registration and sought guidance from your college/medical council as to the appropriate Registration route through which you should apply and on the appropriate application for your specialty, knowledge, skills, experience, training and qualifications;

7.4.1.3 you read, in advance of commissioning our Service, all definitive guides issued by the appropriate college/medical council and you agree to review and carefully examine the online materials of such definitive guides or similar materials issued by the appropriate college/medical council in relation to the proper and appropriate completion of your application;

7.4.1.4 you have collected, in advance of commissioning our Service, the correct amount and type of evidence for each domain and section in connection with your application and, if requested, provide us with brief details about that evidence in order that we can format details of that evidence but provided always you will not send any documentary evidence to us at any time;

7.4.1.5 in accordance with clause 7.4.1.3, you read and comply with the relevant guides to ensure that any evidence is submitted in accordance with the guidelines and help provided by the appropriate college/medical council and you agree to cross check your interpretation of these guidelines as appropriate with your college/medical council throughout the process of completion of your materials as necessary to achieve the proper and appropriate completion of your overall application;

7.4.1.6 in accordance with clause 14.1.6, any and all evidence that you submit to the appropriate college/medical council is a true and accurate reflection of your training and experience and that you must ensure that it should be presented, formatted, organised, authenticated, validated, anonymised (in line with good medical practice and the Data Protection Act), and only finally submitted in accordance with clause 7.4.1.8 and signed or/and other-wise submitted by you in accordance with and as required by the intended receiver and, for the avoidance of doubt, we will not validate, anonymise, collate or manually handle or collate or help with the manual organisation or any evidence pertaining to the Application Form;

7.4.1.7 all entries to and evidence in relation to your Application Form and all individual sections of your Application Form are accurate and correct (in particular that each domain and section has the correct amount, variety, level and breadth of evidence as specified in each such domain and section) by reference to the guidance offered by the appropriate college/medical council described in clause 7.4.1.5 and that you seek clarification as directed by us on any request for evidence in connection with any Application Form from the certification or similar team at the college/medical council, and any other information or action reasonably required by us to complete the performance of the Services and for the avoidance of doubt you acknowledge and agree that we will not contact your college/medical council on your behalf on any matter whatsoever;

7.4.1.8 after you are satisfied with the Material and before you submit any of the Final Material for Registration, you have contacted the certification or similar team at the appropriate college/medical council and have used every effort in order to check the Final Material is sufficient for its purpose and meets all the criteria and requirements for it to be appropriately assessed and acceptable for submission and that each domain and all sections of your form contain the correct information and correct amount of evidence before submission of your application;

7.4.1.9 you follow web page links and make sure that you understand your obligations under them on certain pages of any on-line application form that is part of your order for the Services;

7.4.1.10 not to send us any documentation described in clauses 7.4.1.1 to 7.4.1.9 by e-mail attachment or by postal mail without our prior written request. Please note this clause also applies to confidential information which forms any part of such documentation.

7.4.2 In accordance with clause 12.5.2, we may require you to respond to any written question or questions from us and such response is required within two days of such question or questions being sent to you in order that we may carry out our obligations to you and, notwithstanding clause 7.4.3, time is of the essence for this clause.

7.4.3 The period for you to respond to our written questions (as detailed in clause 7.4.2 can be extended to five days at our sole discretion provided that, in our opinion (acting reasonably), the closing date of your application permits us to make such a discretionary extension and provided further that you inform us in writing within the two days mentioned in clause 7.4.2, that you require additional time. If you do not respond to our written questions within this extended period, we may, as a Courtesy Gesture and provided again that, in our opinion (acting reasonably), the closing date of your application permits us to make such a discretionary extension, allow a further two days for you to respond. If you take longer than seven days to reply to that request for information or question, we will deem this as an unreasonable demand on the Services and if this happens more than three times, we will consider that the Contract between us will be at an end as you have materially breached the Contract and released us from our obligations or, at our sole discretion, we may charge the full cost of completing a further application provided always that in such circumstances, we have no obligation to provide any further Services.

7.4.4 Further, as we will have provided you with a place in our diary and can only accommodate a

finite number of clients in our diary due to each Service being processed to your special order and the extensive and intensive work involved in such applications which typically involve a great deal of our time, if you do not contact us for two months after we have begun the preparation of an application for you and you do not respond to us with an acknowledgement or a response to a request for information or question, we may reasonably concur that the Contract between us will be at an end as you have materially breached the Contract and released us from our obligations . If you do not contact us for up to three months and one week after we have begun the preparation of an application and/or you have ordered our Services and you do not respond to us with an acknowledgement or a response to a request for information or question, the Contract between us will be at an end as you have materially breached the Contract and released us from our obligations and we will have no obligation to provide you with any refund. Where a closing date expires or more than half of the period of availability for completion of your application has expired as a result of your failure to respond to a question or questions in accordance with clause 7.4.3 and this clause 7.4.4 in a timely manner, we will not be held responsible and where compliance with such deadline involves us carrying out additional work or reorganising or prioritising other client's work to accommodate additional demands on the Service caused by your delay to requests for information and in such circumstances, we reserve the right to make additional charges as detailed in clause 12.5.9 and we do not accept any responsibility for meeting such deadlines.

7.4.5 In accordance with clause 12.5.3, we will prepare a Draft and you will check and verify such Draft (in accordance with clauses 12.5.4 and 12.5.5) within 48 hours of us sending it or notifying you that it is ready to check and time is of the essence for this clause. For the avoidance of doubt, you are reminded of your obligations in clause 7.4.1 above and further that you are responsible for, without limitation, checking wording, spelling and grammar in connection with the Draft and ensuring that it is in your own words. Please note that we will accept revisions to drafts made by you by electronic means but we will not accept amendments communicated by telephone. Where any such amendments or suggestions are made in any other medium then you will not assume that we will act according to any such instructions.

7.4.6 The period for you to check and verify a Draft (as detailed in clause 7.4.5) can be extended to five days at our sole discretion if you inform us in writing by email within two days of your receipt of our notification that a Draft is available to check, that you require additional time. If you do not check and verify your Draft within this extended period, we will, as a Courtesy Gesture, allow a further two days hours for you to check and verify such Draft. If after a total period of seven days the Draft has not been checked and verified, we will deem that the Contract between us will be at an end as you have materially breached the Contract and released us from our obligations .

7.4.7 You must use every effort to promptly reply to our email message indicating that we have prepared a Draft for your review and confirm that you are aware that a Service or Services or any part of any Service or Services have been satisfactorily completed. Please note that if you would like to make further amendments to the Draft then such amendments shall only be permitted in accordance with clauses 7.4.5 and 7.4.6 and that if you should use any Draft in any application for Registration then we will be entitled to regard the Contract between us to be at an end and that we are released us from our obligations.

7.4.8 Please note that if you do not reply to our e-mail referred to in clause 7.4.7 or you use the Draft as detailed in clause 7.4.7, we shall have the right to presume and conclude after 36 hours that you have accepted that a Service or Services have been satisfactorily completed and the Contract between us will be at an end for that particular Draft of a sub-section, section, domain or any other Draft sent to you subsequently on this basis and that we are released us from our obligations. For the avoidance of doubt, time is of the essence for this clause 7.4.9 You acknowledge and agree that, in accordance with clause 12.5.6, following your checking and verifying a Draft pursuant to clauses 7.4.5 and 7.4.6 and our subsequent amendment of such Draft in accordance with your instructions and notification to you in accordance with clauses 7.4.7 and 7.4.8, such Draft will become Final

Material and that we will not, acting reasonably, make any further amendments to such Final Material at any time.

7.4.10 In accordance with clause 7.4.9, please note that:

7.4.10.1 following our completion of and your checking and verifying of a particular Draft of a sub-section, section, domain or any other Draft sent to you subsequently on this basis and our email to you confirming that the Final Material for that sub-section, section, domain has been prepared; or
7.4.10.2 your failure to check or verify a particular Draft of a sub-section, section, domain or any other Draft sent to you subsequently on this basis or inform us of any perceived problem with any particular Draft of a sub-section, section, domain or any other Draft sent to you subsequently on this basis within the period detailed in clauses 7.4.5 and 7.4.6 or clause 7.4.8; we will be reasonably able to conclude that you have accepted that a Service or Services have been satisfactorily completed and that your action or in-action pursuant to this clause 7.4.10 will signify that you have accepted the Final Material in relation to that sub-section, section, domain and that the Contract between us will be at an end and that we are released us from our obligations.

7.4.11 For the avoidance of doubt:

7.4.11.1 we will not submit any Final Material and/or any other information on your behalf to any college/medical council and it is therefore your sole responsibility to submit any Final Material and/or other information (by the appropriate means) under your own name in accordance with your obligations under clause 7.4.1;

7.4.11.2 addendums in the form of letters and/or notes sent to us which indicate that the Material must be completed by a particular date of your personal choosing will not be accepted. Whilst we will always use all reasonable efforts to ensure that the Service is completed in time for the expiry date of an Application Form, though we cannot and do not guarantee to do so, we will not work to complete the Service for any personal date of your choosing. If a deadline or expiry date of an Application form is changed or any other policies by your college/medical council come into effect after you have entered into the Contract, we will not be liable or responsible for these policy changes and the whole sum paid to us will not be refunded in these circumstances.

8. Service problems

8.1 In the unlikely event that there is any problem with the Services:

8.1.1 please contact us and tell us as soon as reasonably possible;

8.1.2 please give us a reasonable opportunity to amend any errors; and

8.1.3 we will use every effort to amend any errors as soon as reasonably practicable and will write to you to inform you how many days we will need to amend any errors.

9. Our right to vary terms

9.1 We may revise these Terms from time to time and without limitation in the following circumstances:

9.1.1 changes in how we accept payment from you;

9.1.2 changes in relevant laws and regulatory requirements;

9.1.3 changes which we believe are reasonably necessary to improve the provision of the Services by us.

9.2 Every time you order the Services from us, the Terms in force at that time will apply to the Contract between you and us.

9.3 Whenever we revise these Terms in accordance with clause 9.1, we will keep you informed and give you notice of this by stating that these Terms have been amended and the relevant date at the top of this page.

9.4 We may revise these Terms from time to time by giving you notice by email that that the Terms have changed. If you have any objections to the changes, we would ask that you respond to our email within 24 hours indicating your objections, failing which we will deem that you accept the changes that we have made and the revised Terms will apply to all Contracts between us.

10. Use of personal information

10.1 We only use your personal information in accordance our privacy policy and we will not give your personal data to any other third party.

10.2 We will use the personal information you provide to us to:

10.2.1 provide the Services;

10.2.2 process your payment for such Services.

11. Communication between us

11.1 When we refer, in these Terms, to "in writing", this will include e-mail.

11.2 If you wish to contact us in writing for any reason, you can send this to us by e-mail at drscvs@me.com. You can always contact us using by telephone.

11.3 If we have to contact you or give you notice in writing, we will do so by e-mail or by pre-paid post to the address you provide to us in your order.

12. Service provision

12.1 In connection with your order for any Service or Services, the following general provisions shall apply:

12.1.1 Each Service provided by us in preparing any Material shall be a separate contract governed by these Terms and not in terdependent on any other Service or Services or the preparation of any other Material.

12.1.2 In accordance with clause 6.3, we reserve the right to cancel or refuse to supply you with each or any of the individual Service or Services without giving any reason whatsoever for such cancellation or refusal and if you have made any payment in advance for any each or any of the individual Service or Services that have not been provided to you, we will refund these amounts to you as soon as possible but we will not, in any circumstances, refund any amounts in relation to any Service or Services that have we have begun to provide to you at the date of such cancellation or refusal.

12.1.3 We shall have the right to make any changes to the Services which are necessary to comply with any applicable law or which do not materially affect the nature or quality of the Services and we shall notify you in any such event.

12.1.4 We may have to suspend the Services if we have to deal with technical problems or to make improvements agreed between you and us in writing in relation to the Services or you change the scope of the order. We will contact you to let you know in advance where this occurs, unless the problem is urgent or an emergency.

12.1.5 We shall provide the Services to you by one or more of telephone, e-mail or post. We will not meet you in person, unless we agree that the need for such meeting is urgent or an emergency.

There will be an additional cost for any urgent

or emergency meeting between you and us and that meeting will be held at a place of our choosing.

We will tell you what the cost will be when you contact us.

12.1.6 We shall use reasonable endeavours to comply with reasonable requests, upon reasonable notice, from you in connection with the performance of any Service or Services.

12.1.7 All copyright works arising from or in connection with our preparation of the Material shall be our property, other than any copyright work in any materials provided by you.

12.1.8 We agree that all data held by us in performance of the Services will be processed in accordance with the provisions of the Data Protection Act 1998 and that you authorise us to process data held by us for the purpose of the performance of the Services.

12.1.9 We shall use reasonable efforts in performance of the Services, but we do not undertake that the Services will not fail or lead to any particular result for you with any award of any status, qualification, registration or any other objective (as part of your order), for any potential institution or regulatory body, nor do we guarantee a successful outcome in connection with you being invited to any interview or being offered any employment or any other objective of your order arising out of or in connection with our performance of the Services.

12.2 In connection with your order for any Service or Services, the following provisions shall apply in relation to timescales:

12.2.1 We will make every effort but do not guarantee to complete and perform a Service or Services on time in order to meet any external deadlines or closing dates, unless there is an Event Outside Our Control (please see clause 19). If we are unable to meet any external deadlines or

closing dates because of an Event Outside Our Control or for any other reason, we will contact you as soon as possible. Time is not of the essence for the performance of the Service or Service in any Contract, except where specifically set out in these Terms.

12.2.2 We shall perform the Services during office hours of 9am – 6pm Monday to Friday. Please note that we will not be available to discuss the Services on our contact number 0151 488 5364 after 6pm Monday to Friday or at weekends.

12.2.3 As detailed in clause 8, we will need certain information from you that is necessary for us to provide the Services. If you do not, after being asked by us, provide us with this information, or you provide us with incomplete or incorrect information, we may make an additional charge of a reasonable sum to cover any extra work that is required, or we may suspend or cancel the performance of any Service or Services by giving you written notice and provide a refund in respect of that Service. We will not be liable for any delay or non-performance where you have not provided this information to us after we have asked and, as detailed in clause 8, time shall be of the essence for you providing any such information to us.

12.2.4 After you have submitted the Final Material to any professional or regulatory body, we have no further obligations to you, even if that professional or regulatory body or any other relevant third party requires additional information and we shall not incur any liability in relation to your failure to provide such information to that body or any other third party.

12.3 In connection with your order for any Service which includes CVs, covering letters and personal statements, the following provisions of this clause 12.3 shall apply:

12.3.1 In performing the Services, we may require you to respond to any written question or questions from us and such response is required within 48 hours of such question or questions being sent to you. Time is of the essence for your response to our questions.

12.3.2 We shall prepare one Draft of any of the Material from the information that you provide (as detailed in clause 8) as part of our performance of the Services and shall e-mail, in PDF format unless otherwise specifically requested in writing, such Draft for your review.

12.3.3 We will notify you as soon as a Draft is available for your review and we allow a period of 48 hours for you to check and verify our Draft. Time will be of the essence for your verification of our draft.

12.3.4 Notification of any errors and/or misinterpretation by us of your information and any final opportunity for amendments to the Draft must be brought to our attention within 48 hours of your receipt of the Draft.

12.3.5 Following our receipt of your verification of our Draft and/or any instructions pursuant to clause 12.3.4, we shall check

any typographical errors and format any appropriate evidence and make further amendments to the Draft that we deem

necessary whereupon the Draft shall become Final Material. Please note that you shall only have one opportunity to ask us to amend the Draft (in accordance with the time periods detailed above) and that we shall not incur any liability in relation to any errors not corrected by you and not be liable for the repetition of errors in any Draft or Final Material.

12.3.6 We are under no obligation to agree to or accept changes to the Draft if you have changed the scope of your order or if you present new or revised information to us or if we receive your proposed changes outside of the time periods detailed above. If you wish us to accept such changes, you will need to contact us in writing and we will tell you if we accept the changes and the additional cost to the price of the Services.

12.3.7 Following any changes made under clause 12.3.5, we shall send you a Final Material by either first class postal mail within the United Kingdom or e-mail and the Contract between us will be at an end. We accept no responsibility for the late arrival or loss of any Final Material due to Events Outside Our Control (see clause 16). Any failure by us to send a copy of the Final Material by postal mail will not mean that we have any further obligations to you in connection with the Services or under the Contract.

12.4 In connection with your order for any Service which includes a job application, the following

provisions of this clause 12.4 shall apply:

12.4.1 For the avoidance of doubt, we do not offer any tutoring or coaching service in connection with completion of any Application Form.

12.4.2 In connection with the completion of an Application Form, we may require you to respond to any written question or questions from us and such response is required in accordance with clauses 7.3.2 to 7.3.4 above. Time is of the essence for your response to our questions.

12.4.3 We shall prepare one Draft of any of the Material from the information that you provide (as detailed in clause 7 above) as part of our performance of the Services and shall alert you that the Draft is available for your correction by e-mail. We may, at our discretion, email such Draft or a part thereof, in PDF format, for your review.

12.4.4 We will notify you as soon as a Draft is available for your review and we allow you to check and verify our Draft in accordance with clauses 7.3.5 to 7.3.9 above. Time will be of the essence for your verification of our draft.

12.4.5 Notification of any errors and/or misinterpretation by us of your information and any final opportunity for amendments to the Draft must be brought to our attention within 24 hours of your receipt of the Draft.

12.4.6 Following our receipt of your verification of our Draft and/or any instructions pursuant to clause 12.4.5, we shall check any typographical errors and make further amendments to the Draft in accordance with your instructions or that we deem necessary whereupon the Draft shall become Final Material. Please note that you shall only have one opportunity to ask us to amend the Draft (in accordance with the time periods detailed above) and that we shall not incur any liability in relation to any errors not corrected by you and not be liable for the repetition of errors in any Draft or Final Material.

12.4.7 We are under no obligation to agree to or accept changes to the Draft if you have changed the scope of your order or if you present new or revised information to us or if we receive your proposed changes outside of the time periods detailed above. If you wish us to accept such changes, you will need to contact us in writing and we will tell you if we accept the changes and the additional cost to the price of the Services.

12.4.8 Notwithstanding clause 12.4.2, where you do not contact us for two months after we have begun the preparation of your Application Form, and you have not acknowledged or responded to a request for information, we will consider that the Contract between us will be cancelled and that we are released us from our obligations

12.4.9 Where there is an external deadline or a closing date is due to expire and your response is required more quickly than detailed in clause 12.4.2, we will not be responsible for any failure to meet any such deadline or closing date and where it would require additional work for us to comply with such deadline or closing date, we reserve the right to make additional charges, although we will inform you of such charges in advance.

12.4.10 In connection with the completion of an Application Form, we may require that prior to our undertaking to perform and complete any such Service you should, without limitation:

12.4.10.1 read certain information from third parties;

12.4.10.2 comply with certain requests for information known by you in relation to your own career records, career history, files or any documentation you may have;

12.4.10.3 comply with certain requests for written clinical scenarios; or

12.4.10.4 comply with any other reasonable request from us in relation to the completion of any such Service or Services including, without limitation, familiarising yourself with all available and relevant information on the subject which may include, but not be limited to: job descriptions, person specifications, Specialty Specific Guidelines, and any other information provided on relevant third party websites, including but not limited to their Royal College, GMC, websites advertising NHS doctor vacancies.

12.4.11 We shall only complete one Application Form for each deadline for that Application Form.

12.4.12 In connection with the completion of an Application Form, you acknowledge and agree

that:

12.4.12.1 although we may make suggestions for your consideration as part of the Service (where you seek such support) in regard to any Application Form this shall not be taken as advice or in any way as expert opinion or definitive in any way and we accept no responsibility or liability for any such suggestions and it is your entire responsibility to ensure and make every effort to seek and cross check any suggestion with your prospective employer;

12.4.12.2 we do not guarantee that your application will be successful. Notwithstanding any other term of these Terms, you must ensure that you provide us with the appropriate information for such applications and you are responsible for ensuring that the details you provide us are sufficient for the purposes of your prospective employer.

12.5 In connection with your order for any Service which includes an application for Registration, the following provisions of this clause 12.5 shall apply:

12.5.1 For the avoidance of doubt, we do not offer any tutoring or coaching service in connection with completion of any application for Registration.

12.5.2 In connection with the completion of any application for Registration, we may require you to respond to any written question or questions from us and such response is required within 48 hours of such question or questions being sent to you. Time is of the essence for your response to our questions.

12.5.3 We shall prepare one Draft of any of the Material from the information that you provide (as detailed in clause 7.4) as part of our performance of the Services and shall alert you that the Draft is available for your correction by e-mail. We may, at our discretion, email such Draft or a part thereof, in PDF format, for your review.

12.5.4 We will notify you as soon as a Draft is available for your review and we allow a period of two days for you to check and verify our Draft. Time will be of the essence for your verification of our draft.

12.5.5 Notification of any errors and/or misinterpretation by us of your information and any final opportunity for amendments to the Draft must be brought to our attention within two days of your receipt of the Draft.

12.5.6 Following our receipt of your verification of our Draft and/or any instructions pursuant to clause 12.5.5, we shall check any typographical errors and make further amendments to the Draft in accordance with your instructions or that we deem necessary whereupon the Draft shall become Final Material. Please note that you shall only have one opportunity to ask us to amend the Draft (in accordance with the time periods detailed above) and that we shall not incur any liability in relation to any errors not corrected by you and not be liable for the repetition of errors in any Draft or Final Material.

12.5.7 We are under no obligation to agree to or accept changes to the Draft if you have changed the scope of your order or if you present new or revised information to us or if we receive your proposed changes outside of the time periods detailed above. If you wish us to accept such changes, you will need to contact us in writing and we will tell you if we accept the changes and the additional cost to the price of the Services.

12.5.8 Notwithstanding clause 12.5.2, where you do not contact us for two months after we have begun the preparation of your application for Registration, and you have not acknowledged or responded to a request for information, the Contract will be cancelled.

12.5.9 Where there is an external deadline or a closing date is due to expire and your response is required more quickly than detailed in clause 12.5.2, we will not be responsible for any failure to meet any such deadline or closing date and where it would require additional work for us to comply with such deadline or closing date, we reserve the right to make additional charges, although we will inform you of such charges in advance.

12.5.10 In connection with the completion of any application for Registration, we may require that prior to our undertaking to perform and complete any such Service you should, without limitation:

12.5.10.1 read certain information from third parties;

12.5.10.2 comply with certain requests for information known by you in relation to your own career

records, career history, files or any documentation you may have;

12.5.10.3 comply with certain requests for written clinical scenarios; or

12.5.10.4 comply with any other reasonable request from us in relation to the completion of any such Service or Services including, without limitation, familiarising yourself with all available and relevant information on the subject which may include, but not be limited to: job descriptions, person specifications, Specialty Specific Guidelines, and any other information provided on relevant third party websites, including but not limited to your Royal College, GMC, websites advertising NHS doctor vacancies.

12.5.11 We shall only complete one application for one deadline for that application for Registration.

12.5.12 If we help you to prepare an application for Registration, you acknowledge and agree that:

12.5.12.1 although we may make suggestions for your consideration as part of the Service (where you seek such support) in regard to any application for Registration this shall not be taken as advice or in any way as expert opinion or definitive in any way and we accept no responsibility or liability for any such suggestions

and it is your entire responsibility to ensure and make every effort to seek and cross check any suggestion with your medical council/ college and, where you deem appropriate, your postgraduate deanery,

employing organisation or employer;

12.5.12.2 we do not guarantee that your application for Registration will be successful.

Notwithstanding any other term of these Terms, you must ensure that you provide us with the appropriate information for such applications and you are responsible for ensuring that the details you provide us are compliant with the

latest regulations for the appropriate college/medical council sufficient for its purposes.

13. Commercial information

13.1 Unless we provide our prior written consent, you must use every effort not to:

13.1.1 copy or share with any individuals or other third parties any Draft, Final Material or any other information or our formatting of information or ideas or otherwise infringe our copyright in information passed from us to you in connection with the Services, other than for the purpose of clauses 7.2.7.1, 7.3.11.1 or 7.4.11.1; 13.1.2 either directly or indirectly in connection with the Services make comments online including on any blogs and micro blogs, internet forums, content communities, social networking sites and where we provide our written consent, you must ensure that any comment so made will include your full name following good medical practice. Please note that this confidential obligation upon you is indefinite.

13.2 The confidential obligation in clause 13.1 shall not apply to information which is (a) already known by you prior to disclosure by us, or (b) is in the public domain at the date hereof or (c) enters the public domain other than by the default of you.

13.3 In connection with clauses 12.3.2, 12.4.3 and 12.5.3, you agree to hereby provide us a non-exclusive, royalty free licence to all copyright works of any materials or documentation that you provide to us for the purpose of the performance of the Services, but for no other purpose and further, that we may any use any positive feedback that you provide in relation to our Services on a non-restricted basis.

13.4 We hereby provide you a non-exclusive, royalty free, licence to use all copyright works arising from our performance of the Services for the purpose of your obligations under clauses 7.2.7.1, 7.3.11.1 or 7.4.11.1 but for no other purpose.

13.5 All copyright works and intellectual property rights in these Terms shall be our property and you agree not to use these

Terms for any commercial, business or re-sale purposes.

14. Warranties and indemnities

14.1 You warrant to us at all times that the details relating to your evidence in connection with any part of your order for Services:

14.1.1 is a truthful and accurate and accurate reflection of your training, skills, experience and

qualifications;

14.1.2 is compliant with the latest regulations for the appropriate college/medical council;

14.1.3 as formatted by us, is sufficient for its purpose and correct, accurate and not false or misleading in any way;

14.1.4 is complete, especially in key areas of the form as advised by your college/medical council, and that all areas

required by your college/medical council are covered, and where necessary you can demonstrate the level you have reached in any area and demonstrate your equivalence;

14.1.5 has been checked by you to ensure that you have included the necessary amount and type and variety of evidence against the instructions/ guidelines, provided on the form for the same, and against the guidelines provided online by your college/medical council;

14.1.6 is your entire responsibility to personally and correctly authenticate, validate and anonymise your evidence and

that you are familiar and comply with your obligations under good medical practice and the Data Protection Act.

14.2 Please note that if you provide us with any log-in details for any on-line application form for our performance of the Services, we take no responsibility for the safe keeping for such log-in details and you warrant to us that you are not in breach of any of the website owner's or any other relevant third party's terms of use by providing us with such log-in details. You will indemnify us and hold us harmless in relation to any breach of any such terms of use as detailed in this clause and any and all costs and claims that we may at any time incur in assisting you in completing any such application for any human error or mistakes (whether made innocently or negligently).

14.3 You will indemnify us for any claim made against us and any costs or losses incurred by us as a result of any actual or alleged breach or non performance or negligent performance by you of any or all of your warranties and obligations under the Terms of the Contract and your use of the Services or any Material or Final Material, works or other information received from us in connection with the Terms of the Contract.

14.4 In accordance with clauses 7.2.7.1, 7.3.1.1 and 7.4.11.1, you must submit all Final Material to employers, recruitment agencies and any appropriate college/medical council and it is your responsibility to ensure that the information contained in the Final Material is accurate in every way. You will indemnify us and hold us harmless in relation to your use Final Material as detailed in this clause and we accept no responsibility for Final Material or other documents or information (including Drafts) approved by you in accordance clauses 7.2.6, 7.3.10 and 7.4.10 and submitted by you which, pursuant to your obligations under these Terms, you were obliged to check, approve and sign off before submitting the same to any employer, recruitment agency and/or any appropriate college/medical council.

14.5 You will indemnify us and keep us fully and effectually indemnified from and against all actions proceedings claims demands losses costs expenses damages and liability of whatsoever nature brought against us (alleged or genuine) by any third party in respect to any Material or Final Material produced by us. In particular (including without prejudice to the generality of the foregoing) of any misrepresentations inaccuracies or omissions in any Material or Final Material which may make that Material or Final Material seem misleading or deemed inappropriate in any way to any third party which relies on the same.

15. Liabilities

15.1 If we fail to comply with these Terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breach of these Terms or our negligence. Loss or damage is foreseeable if they were an obvious consequence of our breach or if they were contemplated by you and us at the time we entered into the Contract.

15.2 We only supply the Services for domestic and private use. You agree not to use the Services for any commercial, business or re-sale purposes, and we have no liability to you for any loss of salary, financial award, profit, loss of business, business interruption, or loss of business or career opportunity or advancement in any way.

15.3 We do not accept any liability or responsibility for any use which may be made by you of the Services, nor for reliance which may be placed by you on the Services, nor for the suggestions or information give in connection with the Services and we do not accept any liability or responsibility to you for your failure to obtain a job or to become registered with any professional body where you apply using Material that we have created for you.

15.4 We do not accept any liability or responsibility for accuracy of the information on our website or contained in any Publicity, nor for any reliance which may be placed by you on such information.

15.5 Whilst we will aim to complete Material within tight timeframes if required, we will not be liable for missed deadlines for applications.

15.6 Should you use draft Material, we accept no responsibility for any errors, omissions, exclusions or inclusions therein which would have been corrected had you (acting reasonably) received draft Material and considered it and returned it to us for correction in accordance with these Terms.

15.7 To the extent permitted by law, we exclude all warranties and, further, we shall under no circumstances whatever be li - able to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of career opportunity , profit, or any indirect or consequential loss arising under or in connection with the Contract.

15.8 Unfortunately, the sending of information via the internet is not always totally secure and on occasion such information can be intercepted. We cannot guarantee the security of data that you choose to send us electronically. Sending such information is entirely at your own risk and we shall under no circumstances whatever be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss or consequential loss arising under or in connection with any such interception or loss of information.

15.9 Each Service provided by us shall be a separate contract governed by these Terms and not interdependent on any other Service or Services or the preparation of any other Material and, accordingly, our total liability to you in respect of all other losses arising under or in connection with a Contract, for each individual Service under these Terms whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed in total the price of the Contract for that particular Service.

15.10 We shall keep all information and other property (howsoever stored) which belongs to you (Your Data) at your own risk (and you shall, wherever possible, insure Your Data against loss or damage (howsoever caused)) and we will not use Your Data other than in accordance with the performance of the Services pursuant to these Terms. We reserve the right to destroy without notice to you all Your Data upon completion of the Services unless otherwise specifically requested in writing by you and we shall under no circumstances whatever be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss or consequential loss arising under or in connection with any such loss of information.

15.11 Notwithstanding the provisions of this clause 15, we do not in any way exclude or limit our liability for:

15.11.1 death or personal injury caused by our negligence;

15.11.2 fraud or fraudulent misrepresentation;

15.11.3 any breach of the terms implied by any relevant sections of the Supply of Goods and Services Act 1982.

16. Events outside our control

16.1 Neither party will be liable or responsible for any failure to perform, or delay in performance of, any of its obligations under a Contract that is caused by an Event Outside Our Control or an Event Outside Your Control. An Event Outside Our Control or Event Outside Your Control is defined below in clause 16.2.

16.2 An Event Outside Our Control or Event Outside Your Control means any act or event beyond that party's reasonable control, including without limitation sickness of a key member of staff, strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist

attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, or failure of public or private telecommunications networks or impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport.

16.3 If an Event Outside Our Control or an Event Outside Your Control takes place that affects the performance of that party's obligations under a Contract:

16.3.1 the affected party will contact the other party as soon as reasonably possible to notify them; and

16.3.2 the affected party's obligations under the Contract will be suspended and the time for performance of that party's obligations will be extended for the duration of the Event Outside Our Control or Event Outside Your Control (as applicable). Where the Event Outside Our Control affects our performance of the Services to you, we will restart the Services as soon as reasonably possible on after the Event Outside Our Control is over.

16.4 You may cancel the Contract if an Event Outside Our Control takes place and you no longer wish us to provide the Services, provided always that you acknowledge and agree that each Service provided by us in preparing any Material

shall be a separate contract governed by these Terms and not interdependent on any other Service or Services or the preparation of any other Material and, therefore, we will not, in any circumstances, refund any amounts in relation to any Service or Services that have we have begun to provide to you at the date of such cancellation. Please see your cancellation rights under the Order Confirmation. We will only cancel the Contract if the Event Outside Our Control continues for longer than twelve weeks.

17. Events outside our control

17.1 We may transfer our rights and obligations under a Contract to another organisation, but this will not affect your rights or our obligations under these Terms. We will always notify you in writing or by posting on this webpage if this happens.

17.2 You may only transfer your rights or your obligations under these Terms to another person if we agree in writing.

17.3 This contract is between you and us. No other person shall have any rights to enforce any of its terms (including your spouse even where they pay for the Service or Services on your behalf).

17.4 Each of the paragraphs of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful or unenforceable, the remaining paragraphs will remain in full force and effect.

17.5 If we fail to insist that you perform any of your obligations under these Terms, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.

17.6 These Terms are governed by English law. This means a Contract for the purchase of Services through our site and any dispute or claim arising out of or in connection with it will be governed by English law. You and we both agree to that the courts of England and Wales will have non-exclusive jurisdiction. However, if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are a resident of Scotland, you may also bring proceedings in Scotland.

18. Definitions and interpretations

18.1 In these Terms "Application Form" shall mean an application form for an advertised or non advertised vacancy, an application form for registration or specialist registration with a college/medical council, whether completed on-line or/and offline;

18.2 In these Terms "college/medical council" shall mean your medical Royal College or medical faculty in the United Kingdom or Ireland; the General Medical Council in the United Kingdom; or Medical Council in Ireland; and/or relevant medical third party institution;

18.3 In these Terms "Covering Letter" shall mean a covering letter prepared by us;

- 18.4 In these Terms “CV” shall mean a curriculum vitae prepared by us;
- 18.5 In these Terms “Draft” shall mean a draft Covering Letter, draft CV, or completed Application Form including an answer or answers to a question or questions in an Application Form, or the completion of a section or sections or any domains in an Application Form;
- 18.6 In these Terms “Final Material” shall mean a Draft that you have checked and verified and that we have amended in accordance with clause 7 (as applicable);
- 18.7 In the Terms “Courtesy Gesture” shall mean Good Will extended by us to you.
- 18.8 In these Terms “Material” shall mean all items provided by us which shall include (without prejudice to the generality of the foregoing) all CVs, Application Forms, Covering Letters memoranda and email whether draft or amended;
- 18.9 In these Terms “prospective employer” shall mean any Hospitals NHS trust, hospital, deanery, general practice, company, clinic and any other relevant institution or third party;
- 18.10 In these Terms “Registration” shall mean specialist registration or registration;
- 18.11 In these Terms “Services” shall mean the services provided by us in preparing any Material and “Service” shall be interpreted accordingly;
- 18.12 In these Terms “us/we/our” shall mean DRSCVS.COM.
- 18.13 In these Terms “website” shall mean our website at www.drscvs.com;
- 18.14 In these Terms “you/your” shall mean the person entering into a Contract with us for the Services.