

TERMS and CONDITIONS

1. General

- 1.1 All dealings with Medico International (DoctorCVs.com) ["the Company"] shall be on these Conditions 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 the Company with any Client or his colleagues nor by any letters or requests by the Client to the Company.
- 1.2 All headings appearing in these Conditions are for reference only and shall not affect their construction.
- 1.3 The singular shall include the plural and one gender shall include another.
- 1.4 Each provision contained in these Conditions is separate and independent so that if any such provision shall be or become invalid unlawful or unenforceable the validity and enforceability of all other provisions shall not be prejudicially affected thereby and shall continue in full force and effect.
- 1.5 All conditions hereinafter mentioned apply equally to all services provided by the Company to the Client.
- 1.6 In these Conditions "Material" shall mean all items provided by the Company which shall include (without prejudice to the generality of the foregoing) all CVs application forms letters memoranda and diskettes email whether draft or amended.
- 1.7 In these Conditions "diskette" means a computer disk or CD or flash drive in Word.

2. Dealings with Clients and others

- 2.1 The Company reserves the right to refuse to do any work for any Client or potential Client without giving any reason whatsoever for such refusal.
- 2.2 The Company's business hours are between 9 a.m. and 5 p.m. from Monday to Friday. No work will be undertaken by the Company on Saturday or Sunday.
- 2.3 All business is conducted by post and telephone. No personal meetings can be arranged for any reason. No order received by facsimile will be accepted by the Company until payment for that order is received by the Company. No facsimile or e-mail messages will be accepted without prior and express permission and agreement with the Company.

2.4 The Company will not be held responsible to the Client for any arrangements entered into with the Client as a gesture of courtesy outside the scope of the Conditions hereinafter mentioned. Should a gesture of courtesy involve the Company incurring costs, additional time or re-prioritisation of work the Company reserves the right to demand payment from the Client for the additional costs, time or re-prioritisation of work. Under no circumstances will such a demand form or be deemed to form a separate agreement from the conditions hereinafter mentioned.

3. Time

- 3.1 Unless the Company agrees in writing with the Client that time shall be of the essence for the delivery of any particular Material all times stated by the Company and/ or in any Publicity issued by the Company are approximate only and the completion and delivery of material will be dependent upon current work in hand. The time taken by the Company to carry out instructions accepted by it are subject to seasonal factors prior demand staffing levels and machinery disruptions and all other circumstances whether or not capable of being foreseen.
- 3.2 Subject to the overriding provisions of condition 3.1 the Company accepts no responsibility for any delay in a Client or any other party receiving Material as a consequence of delay in communications postal or telecommunication disruptions or failures Bank Holidays or any other holiday period or for any other reason beyond the reasonable control of the Company.
- 3.3 The Company cannot be held responsible for not adhering to any previously requested deadlines by the Client and no refund will be given by the Company for failing to comply with a requested deadline. No deadline can be guaranteed and the provisions of conditions 3.1 & 3.2 shall prevail.
- 3.4 Addendum's in the form of letters and/or notes sent to the Company indicating the Material must be completed by a particular date will not be accepted. In view of the nature of CV preparation such addendum's will not be responded to by the Company or given further notice to apart from notification here.
- 3.5 Subject to the overriding discretion of the Company instructions accepted by the Company will be undertaken in the order in which they are received and paid for.
- 3.6 Mail arriving later than expected is the responsibility of the carrier and not the Company. Should special delivery or any other special postal arrangement be required it must be requested of the Company in writing at the time of ordering or when returning draft Material to the Company and all additional costs arising therefrom shall be paid to the Company when the Client returns Material.

4. The provision of Material and initial amendments thereto

Interpretation means the alteration where necessary of grammar style punctuation presentation and organisation of Material including (without prejudice to the generality of the foregoing) organisation layout ordering of information description of duties and responsibilities the inclusion or exclusion of information sentence structure and document length (reflecting the Company's own style).

- 4.1 It is the entire responsibility of the Client to ensure that he is content with all Material produced for him by the Company and that he is content with the Company's interpretation of information provided by him and that it is accurate.
- 4.2 If there is any error or misstatement in the draft Material provided to the Client or if the Client shall not be satisfied therewith the Client should use the draft Material supplied to indicate any such error or misstatement and/or give precise reasons for his dissatisfaction. The Client must allow the Company additional time for the draft Material to be amended and indicate to the Company precisely solutions to perceived problems. In such circumstances as a gesture of goodwill the company will, at its sole discretion, waive the standard charge for an additional draft of the Material. In the event that a Client remains dissatisfied with the further draft Material then the Company, at its sole discretion, will send to the Client a diskette of the draft Material and have no further responsibility to the Client.
- 4.3 Although the Company takes care to avoid spelling and other mistakes it shall be the entire responsibility of the Client to draw the Company's attention to any errors omissions exclusions or inclusions that are misleading or incorrect and to ensure that these are removed from the final Material.
- 4.4 Written notification must be made to the Company of any such matter as referred to in conditions 4.2 & 4.3 in draft Material sent to the Client. Once draft Material has been examined and approved by the Client the Company accepts no responsibility whatsoever for any error omission exclusion or inclusion thereon which is misleading or incorrect. It is the responsibility of the Client to ensure before despatching any Material to prospective employers or any other third party that the final Material is satisfactory and correct.
- 4.5 Should draft Material not be required by the Client the Company accepts no responsibility for any errors omission exclusion or inclusion therein which would have been corrected had the Client (acting reasonably) received draft Material and considered it in accordance with conditions 4.1 to 4.4, 4.7, 4.8 and 4.10 to 4.11.
- 4.6 Should a Client request the Company to send Material (whether original or amended) directly to a prospective employer without checking the Material or amendments thereto the Company shall act entirely at the risk of the Client and accepts no responsibility whatsoever for any error misstatement omission or inclusion therein.
- 4.7 All amendments to Material must be received by the Company by post only and must be in the Client's own hand in block capitals and in ink. No amendments will be accepted by telephone or by fax transmission except, at the Company's discretion, as a gesture of courtesy. Any errors etc. resulting from acceptance by telephone or fax will be the Clients and the costs of any further work by the Company as a result of such errors must be paid by the Client on demand from the Company.
- 4.8 All amendments will be made by the Company exactly from the information supplied by the client. The Company will not interpret the information unless the Company is given the opportunity of providing draft copy Material for verification by the client at a cost of £15.00 per draft copy.

- 4.9 Copyright in all Material prepared by the Company and in the layout organisation style and presentation thereof developed by the Company shall belong to the Company.
- 4.10 Irrespective of its nature or length any redrafting of Material prepared by the Company must be carried out by the Company (except application forms where minor adjustments to spelling, dates, box sizes, word length etc is the responsibility of the Client). Should Material prepared by the Company be redrafted by any other party or by the Client this will automatically invalidate any entitlement to the Company's one year free minor amendment services.
- 4.11 The Company will provide the Client with one draft copy of Material prepared for checking by the Client. Should further draft copies be required the Company reserves the right to charge an additional £30.00 fee for each draft copy, not including the usual cost per copy page.
- 4.12 Verified draft copies of Material must be returned to the Company within 14 days of receipt by the Client. If the Client is not satisfied with the Company's interpretation of his original Material, then the Client should note clearly in writing on the draft copy Material what is required. If a Client holds onto a draft copy Material for more than 14 days after receipt the Company shall deem the Client agrees with the interpretation of his original Material, in particular the length of the Material, together with any outstanding costs of additional works performed by the Company and for prepared pages along with any outstanding balance of any fee due to the Company.
- 4.13 Any amendments made by the Client to the draft Material and misinterpreted or omitted by the Company must be brought to the Company's attention in writing within 24 hours of receiving the final Material. If a Client fails to notify the Company within 24 hours of receipt of finalised Material the rules of the one year minor amendment service will apply.
- 4.14 Where amendment to Material amounts to more than ten (10) words, the full price of the original Material including additional pages prepared less a Client loyalty discount (to be in the entire discretion of the Company having regard inter alia to the work to be carried out and price rises in the intervening period) shall be payable to the Company. For the avoidance of doubt any discount is discretionary and made solely as a gesture of goodwill and may be withdrawn at any time at the entire discretion of the Company.
- 4.15 The minimum Material a Client may order is 10 identical CVs and other items contained in the original package with any request for minor amendments up to 10 words (including Communiqué 120 envelopes at 90p each).
- 4.16 Should a CV prepared by the Company be more than the number of pages cited in the order form, then an amount will be charged for each page over the number of pages cited in the order form as part of the Company's standard CV.
- 4.17 The Company's cover letter or personal statement will be no more than one page in length. Additional pages shall be charged at the amount per page set out in the order form. Any re-adaptation for other posts or specialities will incur further charges at the discretion of the Company.

4.18 The content of information included in Material may from time to time be similar in part to another client's Material and while each Material will be created to the individual requirements of a particular Client the Company does not accept any responsibility for any similarity which may occur from time to time.

5. Amendments and Minor Amendments

All Conditions in these terms and conditions where relevant shall govern the provision of minor amendments and other services provided to the Client after the initial service has been rendered.

5.1 No Material can be amended on an ongoing basis unless the Client orders 10 CVs. Minor amendments to the Material will be undertaken by the Company only when there is a simultaneous order as aforesaid.

5.2 The minor amendments referred to in the Company's one year minor amendment facility for Material shall extend only to changing or adding no more than 10 words in the whole of the Material supplied. Where the amendment facility necessitates reorganisation of Material this will be deemed to be in excess of a "minor amendment" and all the other relevant provisions of these conditions shall apply.

5.3 Clients requiring to use the Company's minor amendment service must submit Material to the Company so that it arrives at the Company's office at least 10 working days before amended Material is required to be received by the Client including appropriate remittance. Any minor amendment which the Client requires to be carried out without such notice cannot be guaranteed by the Company to meet any shorter timetable.

5.4 The one year minor amendment service is provided at the entire sole discretion of the Company and the facility may be withdrawn at any time by the Company without prior notice and/or will cease to be available immediately should the Company cease to trade for whatever reason.

5.5 The amendment and minor amendment services provided by the Company shall apply only to Clients based in the United Kingdom and Republic of Ireland. Should a Client relocate abroad and require amendments to Material whilst abroad such amendment will only be undertaken at the sole discretion of the Company and in the event that the Company agrees to undertake such amendment a minimum period of 25 working days shall be required for amendments to be made and it will be a condition of the Company commencing work on such amendments that full payment has been received from the Client and the Client has complied with all other provisions on these conditions.

5.6 Notwithstanding the foregoing provisions of these Conditions any cover letter supplied by the Company as part of the Material may where necessary be adjusted by the Client for each position he wishes to apply for and for any other purpose. Any cover letter supplied by the Company is for guidance purposes only and should (where required) be re-written in the Client's own hand using personalised stationery provided free of charge. Any cover letter sent with other Material without adaptation is despatched entirely at the Client's own discretion.

- 5.7 Should a draft copy be required of any amendments to Material provided under the one year minor amendment service a charge of £15 will be incurred.
- 5.8 The one year minor amendment service shall be worth no more than 5% of the original sum paid for the original Material prepared for the Client without additional pages added or other services required at the time of the first order.

6. Payment

- 6.1 The Company will not use formal invoices unless requested specifically by the Client in writing and the cost of services will be contained in the Companies order form initially sent to the Client. Any additional charges for services will be included in a letter accompanying the Material for the Client which will also be an invoice.
- 6.2 No work will be undertaken by the Company until full payment is received in advance in accordance with the prices charged by the Company from time to time and the Company accepts no responsibility whatsoever for any delay or the consequences thereof resulting from the failure of a Client to make full payment in advance.
- 6.3 Where the amount sent with an order placed by a Client is less than the full price of the required order the Company reserves the right (at its sole discretion) to request a full or further payment. Until such a payment is made delays in preparation of Material may arise and the Company shall (as hereinbefore provided) be under no responsibility therefor.
- 6.4 In exceptional circumstances should the Company indicate that work will be undertaken in the preparation of Material whilst a cheque is being prepared and sent and the Client's offer remittance is not received by first class mail by the second post on the following working day after the Company gives such indication then work on the Material will cease until such agreed payment is received. The Client must ensure that full payment has been received by the Company and the Company shall have no obligation whatsoever to notify the Client of delay in receiving payment or to remind the Client to remit payment.
- 6.5 In no circumstances will any reimbursement of any sum received by the Company from the Client be made by the Company once work has started on Material for the Client and the Client shall remain liable to the Company for the full price chargeable by the Company for the order placed by the Client.
- 6.6 Charitable contributions are one percent of cv price at the end of a year starting October 2011.
- 6.7 No refunds can be made to clients booking for applications/ Cvs as honouring such bookings mean the Company by honouring such bookings prevents itself from other such booking in the meantime.

7. Other Charges

- 7.1 Where a computer diskette holding a Client's cv is sought from the Company by a Client a charge will be made based on a fifty percent deduction from the cost of the original Material supplied by the Company. Where a diskette file is required for help with completing parts of application forms the total cost of all original Material supplied by the Company will be charged for. This diskette will include all works undertaken for the Client by the Company. Such a diskette does not imply the Company is parting with its copyright to the Material but the Client shall be granted a royalty free licence to make copies from the diskette.
- 7.2 The Company will make an additional charge for delivery of any Material where such delivery charge exceeds the cost of ordinary first class inland mail within the United Kingdom.
- 7.3 The Company will make an additional charge for delivery of any Material by airmail to clients resident outside the United Kingdom
- 7.4 Material despatched by fax will occur an additional charge of £1.50 per page within the United Kingdom and £2.50 per page elsewhere and material despatched by registered mail special delivery or counter service will incur additional charges at the appropriate rate from time to time.
- 7.5 The Company's prices may alter at any time during the Client's relationship with the Company.

8. Disclaimer and Indemnity

- 8.1 In the event that a Client does not secure a position of employment due to misleading content, errors or omissions in Material prepared by the Company the Company shall bear no responsibility whatsoever and in placing his order on these terms and conditions the Client shall specifically accept this condition.
- 8.2 No guarantee can be given to a Client that the provision of Material will lead to an interview.
- 8.3 Any advice given by the Company to a Client may be followed or not at the entire discretion of the Client. The Client will not hold the Company liable for any misrepresentations or inaccurate or misleading advice he may receive from the Company in relation to any Material or in relation to any other matter howsoever made (including for the avoidance of doubt any negligence on the part of the Company). The Client is entirely responsible for ensuring that any Material is in his/her own words.
- 8.4 The Client shall indemnify the Company and keep it fully and effectually indemnified from and against all actions proceedings claims demands losses costs expenses damages and liability of whatsoever nature brought against the Company (alleged or genuine) by any third party in respect of any misrepresentations inaccuracies or omissions in Material which may make that material same misleading in any way to any third party which relies thereon.

8.5 The hereinbefore mentioned terms and conditions are copyrighted by the Company and no other person or company shall copy them or any part of them without first prior consultation and agreement with the Company and payment of an agreed royalty fee.