

ALL THINGS CAREERS TERMS AND CONDITIONS

Please read all these terms and conditions.

As we can accept your order and make a legally enforceable agreement without further reference to you, you must read these terms and conditions to make sure that they contain all that you want and nothing that you are not happy with. If you are not sure about anything, just phone us on 07542608131.

Application

1. These Terms and Conditions will apply to the purchase of the services by you (the **Customer** or **you**). We are All Things Careers of 29 Westfield Drive, Harpenden Hertfordshire, AL5 4LN with email address enquiries@allthingscareers.co.uk; telephone number 07542608131; (the **Supplier** or **us** or **we**).
2. These are the terms on which we sell all Services to you. Before placing a request for the use of Services, you will be asked to agree to these Terms and Conditions in an email and when you pay for your guidance, application or interview services.

Interpretation

3. **Consumer** means an individual acting for purposes which are wholly or mainly outside his or her trade, business, craft or profession;
4. **Contract** means the legally-binding agreement between you and us for the supply of the Services;
5. **Delivery Location** means the Supplier's premises or other location where the Services are to be supplied, as set out in the Order;
6. **Durable Medium** means paper or email, or any other medium that allows information to be addressed personally to the recipient, enables the recipient to store the information in a way accessible for future reference for a period that is long enough for the purposes of the information, and allows the unchanged reproduction of the information stored;
7. **Goods** means any goods that we supply to you with the Services, of the number and description as set out in the Order;
8. **Order** means the Customer's order for the Services from the Supplier as submitted following the step by step process where the customer emails enquiries@allthingscareers.co.uk to enquire about the services and a dialogue begins as to the needs of the consumer and if that will result in an order being placed for services.
9. **Privacy Policy** means the terms which set out how we will deal with confidential and personal information received from you via the Website;



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10. **Services** means the services advertised on the Website, including any services, of the number and description set out in the Order;
11. **Website** means our website www.allthingscareers.co.uk on which the Services are advertised.

Services

12. The description of the Services is as set out in the Website.
13. In the case of Services made to your special requirements, it is your responsibility to ensure that any information or specification you provide is accurate to your situation.
14. All Services, which appear on the Website, are subject to availability.
15. We can make changes to the Services, which are necessary to comply with any applicable law or safety requirement. We will notify you of these changes.

Customer responsibilities

16. You must co-operate with us in all matters relating to the Services, provide us and our authorised employees and representatives with access to any premises under your control as required, provide us with all information required to perform the Services and obtain any necessary licenses and consents (unless otherwise agreed).
17. Failure to comply with the above is a Customer default, which entitles us to suspend performance of the Services until you remedy it or if you fail to remedy it following our request, we can terminate the Contract with immediate effect on written notice to you.

Personal information

18. We retain and use all information strictly under the Privacy Policy.
19. We may contact you by using e-mail or other electronic communication methods and by pre-paid post and you expressly agree to this.

Basis of Sale

20. The description of the Services in our website does not constitute a contractual offer to sell the Services. When an enquiry form has been submitted on the website, we can reject it for any reason, although we will try to tell you the reason without delay.
21. The enquiry form for services is held on the website. It is up to you to ensure that the information supplied in this form is accurate and that you can be contacted with a current email address.



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22. A Contract will be formed for the Services ordered only when you receive an email from us confirming the Order (**Services Confirmation**). You must ensure that the Services Confirmation is complete and accurate and inform us immediately of any errors. We are not responsible for any inaccuracies in the Services placed by you. By placing an order you agree to us giving you confirmation of the Contract by means of an email with all information in it (i.e. the Service Confirmation). You will receive the Service Confirmation within a reasonable time after making the Contract, but in any event not later than the delivery of any Services supplied under the Contract, and before performance begins of any of the Services. **Payment for Services is to be made upfront before the Service commences.** This is the terms of the contract entered into for the Services.
23. Any quotation or estimate of Fees (as defined below) is valid for a maximum period of 7 days from its date, unless we expressly withdraw it at an earlier time.
24. No variation of the Contract, whether about description of the Services, Fees or otherwise, can be made after it has been entered into unless the variation is agreed by the Customer and the Supplier in writing.
25. We intend that these Terms and Conditions apply only to a Contract entered into by you as a Consumer. If this is not the case, you must tell us, so that we can provide you with a different contract with terms which are more appropriate for you and which might, in some respects, be better for you, eg by giving your child the specific support required to ensure the Services are well utilised.

Fees and Payment

26. The fees (**Fees**) for the Services, is that set out on the Website at the date we accept the Order or such other price as we may agree in writing.
27. Fees and charges include VAT at the rate applicable at the time of the contractual agreement to book an appointment online or face to face.
28. You must pay by direct bank transfer to the account number and sort code stated in your invoice. Payment must be made in full prior the Service being delivered.

Delivery

29. We will deliver the Services, to the Delivery Location or via Online Services to the agreed appointment dates and time or within the agreed period or, failing any agreement:
30. In any case, regardless of events beyond our control, if we do not deliver the Services on the date and time specified, you can require us to provide you with another date and time that is convenient to you, the consumer.
31. In any case, regardless of events beyond our control, if we do not deliver the Services on time, you can (in addition to any other remedies) treat the Contract at an end if:



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- a. We have refused to deliver the Services, or if delivery on time is essential taking into account all the relevant circumstances at the time the Contract was made, or you said to us before the Contract was made that delivery on time was essential; or
 - b. After we have failed to deliver on time, you have specified a later period, which is appropriate to the circumstances, and we have not delivered within that period.
32. If you treat the Contract at an end, we will (in addition to other remedies) promptly return all payments made under the Contract.
33. If you were entitled to treat the Contract at an end, but do not do so, you are agreeing to look at another date and time to remedy the situation and continue in your contract of the services.

Withdrawal and cancellation

41. You can withdraw the Order by telling us before the Appointment (Contract) is delivered, if you simply wish to change your mind and without giving us a reason, and without incurring any liability as long as it is 7 days or more from the date of the appointment.
42. This is a **distance contract** which, has the cancellation rights (**Cancellation Rights**) set out below. These Cancellation Rights, however, do not apply, to an Appointment (contract) for the services in the following circumstances:
- a. Services that are made to your specifications or are clearly personalized. Work will have been done to prepare for the appointment and your particular circumstances.

Cancellation out-with 7 days prior to the appointment (contract)

43. Subject as stated in these Terms and Conditions; you can cancel this appointment within 7 days of making the Appointment (contract) without giving any reason as long as the appointment date is more than 7 days in advance of when you choose to cancel. A full refund will be given to you without question within 48 hours.
44. In a contract for the supply of services, the cancellation period will expire 7 days from the day the Appointment was made in writing via email.
45. To exercise the right to cancel, you must inform us of your decision to cancel this Appointment by a clear statement setting out your decision in an email. In any event, you must be able to show clear evidence of when the cancellation was made.
47. To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.

Cancellation within 7 days of the appointment (contract)

Cancellations made within 3-6 days of the Appointment (contract) date will incur a 30% fee.
Cancellations made within 48 hours of the appointment date will incur a 50% fee.

48. For the purposes of these Cancellation Rights, these words have the following meanings:
- a. **Distance Contract** means a contract concluded between a trader and a consumer under an organised distance sales or service-provision scheme without the simultaneous physical presence of the trader and the consumer, with the exclusive use of one or more means of distance communication up to and including the time at which the contract is concluded;



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- b. **Appointment** means a contract that has been agreed on by the supplier and the consumer to purchase a service on a particular date at a particular time.
49. In relation to the Services, anything we say or write to you, is a term of the Contract (which we must comply with) if you take it into account when deciding to enter this Contract, or when making any decision about the Services after entering into this Contract. Anything you take into account is subject to anything that qualified it and was said or written to you by us or on behalf of us on the same occasion, and any change to it that has been expressly agreed between us (before entering this Contract or later).

Circumstances beyond the control of either party

50. In the event of any failure by a party because of something beyond its reasonable control:
- the party will advise the other party as soon as reasonably practicable; and
 - the party's obligations will be suspended so far as is reasonable, provided that that party will act reasonably, and the party will not be liable for any failure which it could not reasonably avoid, but this will not affect the Customer's above rights relating to delivery (and the right to cancel below).

Privacy

51. Your privacy is critical to us. We respect your privacy and comply with the General Data Protection Regulation with regard to your personal information.
52. These Terms and Conditions should be read alongside, and are in addition to our policies, including our privacy policy and cookies policy.
53. For the purposes of these Terms and Conditions:
- 'Data Protection Laws' means any applicable law relating to the processing of Personal Data, including, but not limited to the Directive 95/46/EC (Data Protection Directive) or the GDPR.
- 'GDPR' means the General Data Protection Regulation (EU) 2016/679.
54. 'Data Controller', 'Personal Data' and 'Processing' shall have the same meaning as in the GDPR. We are a Data Controller of the Personal Data we Process in providing the Services to you.
55. Where you supply Personal Data to us so we can provide Services and Goods to you, and we Process that Personal Data in the course of providing the Services and Goods to you, we will comply with our obligations imposed by the Data Protection Laws:
- before or at the time of collecting Personal Data, we will identify the purposes for which information is being collected;
 - we will only Process Personal Data for the purposes identified;
 - we will respect your rights in relation to your Personal Data; and
 - we will implement technical and organisational measures to ensure your Personal Data is secure.



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For any enquiries or complaints regarding data privacy, you can email enquiries@allthingscareers.co.uk

Excluding liability

56. The Supplier does not exclude liability for: (i) any fraudulent act or omission; or (ii) death or personal injury caused by negligence or breach of the Supplier's other legal obligations. Subject to this, we are not liable for (i) loss which was not reasonably foreseeable to both parties at the time when the Contract was made, or (ii) loss (eg loss of profit) to your business, trade, craft or profession which would not be suffered by a Consumer - because we believe you are not buying the Services and Goods wholly or mainly for your business, trade, craft or profession. iii) any negative outcomes or actions involved in following the guidance being given, which is based on the information and ideas of the client at that time on that day. All advice and guidance given is based on information available at the time and is subject to interpretation by the consumer.

Governing law, jurisdiction and complaints

57. The Contract (including any non-contractual matters) is governed by the law of England and Wales.
58. Disputes can be submitted to the jurisdiction of the courts of England and Wales or, where the Customer lives in Scotland or Northern Ireland, in the courts of respectively Scotland or Northern Ireland.
59. We try to avoid any dispute, so we deal with complaints as follows: If a customer is unhappy with the written report or guidance plan, please contact us to discuss and we will find a solution. 60. We will aim to respond with an appropriate solution within 5 working days.
60. We aim to follow these codes of conduct, copies of which you can obtain as follows: Career Development Institute Code of Ethics available at <https://www.thecdi.net/Code-of-Ethics>



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