

## **TERMS AND CONDITIONS**

### **Service Agreement**

Between

You (names as stated under the 'PERSONAL, CONTACT AND PAYMENT DETAILS' section in the Order Form) (**Customer**)

And

Georgi Minchev of 4C Holly Bank, Headingley, Leeds, LS6 4DJ (**Supplier**)

#### **1. Definitions and scope of services**

**Agreement** means this service agreement between the Customer and the Supplier for the provision of Services by the Supplier to the Customer.

**Amended Terms** means any new terms agreed between the Customer and the Supplier and created in accordance with clause 6 of this Agreement.

**Application Review Service** means the Supplier's review of the Customer's Reviewable Documents and provision of constructive commentary in relation to, but not limited to, cover letters, Curricula Vitae, resumes, written application questions and any other document sent by the Customer to the Supplier, with pricing details being included in the Order Form.

**Calendar Day** means any day, including weekends and public holidays, and includes the plural form.

**Copyright** means a type of intellectual property involving any written and/or oral statements and input by way of any commentary, feedback, suggestions and alterations included in Reviewed Documents sent by the Supplier to the Customer as part of the provision of Services by the Supplier to the Customer.

**Customer's Bank Account** means the bank account through which money is transferred to the Supplier's Bank Account for any payments connected to the provision of a Service by the Supplier to the Customer.

**Customer's Email Address** means the email address used by the Customer in the Order Form.

**Invoice** means the original invoice and any new invoices for additional payments sent by the Supplier to the Customer.

**LinkedIn Profile Review Service** means the Supplier's review of the Customer's LinkedIn profile and provision of constructive commentary on the Customer's LinkedIn profile, with pricing details being included in the Order Form.

**Order Form** means the document used by the Customer to submit a request for the provision of a Service by the Supplier, which is downloadable from either of the 'Application reviews', 'Video interviews' or LinkedIn profile reviews' pages on the Supplier's Website.

**Reviewable Documents** means any applications, CVs, cover letters or any other document sent by the Customer to the Supplier and includes the singular form.

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**Reviewed Documents** means any applications, CVs, cover letters or any other document sent by the Supplier to the Customer and includes the singular form.

**Service** means any Application Review Service, Video Interview Service and/or LinkedIn Profile Review Service as requested in the Order Form and in the quantity requested in the Order Form and includes the plural form.

**Service Fee** means the total VAT-inclusive amount for all Services requested in this Order Form.

**Supplier's Bank Account** means the bank account used by the Supplier for the provision of Services, details of which are provided in the Invoice sent by the Supplier to the Customer.

**Supplier's Email Address** means [georgi.v.minchev@gmail.com](mailto:georgi.v.minchev@gmail.com).

**Supplier's Website** means [www.a-levellaw.com](http://www.a-levellaw.com).

**Video Interview Service** means an interview process involving the Customer conducted by the Supplier via a video conference meeting for training purposes, with pricing details being included in the Order Form.

**Video Meeting Link** means a video conference link or hyperlink sent by the Supplier to the Customer to access a video conference meeting held on any video conference meeting platform the Supplier shall see fit to use for the provision of Services under this Agreement.

**Working Day** means any day that is not a weekend or a public holiday and includes the plural form.

1.1 This is an Agreement between the Customer and the Supplier for the provision of early careers recruitment-related Services by the Supplier to the Customer.

1.2 The Supplier is specifically able to provide such services in relation to the legal industry in England and Wales.

1.3 Should the Customer wish to receive Services related to recruitment in any other industry, the Customer should contact the Supplier via the Supplier's Email Address for a preliminary discussion to ascertain whether the Supplier is willing to provide Services outside of the Supplier's area of experience to the Customer.

## **2. Key Supplier obligations**

2.1. The Supplier is not obliged to accept to undertake work under an Order Form sent by the Customer to the Supplier's Email Address.

2.2. If the Supplier accepts to undertake work under an Order Form, the Supplier shall exercise reasonable care and skill in providing any Service to the Customer.

2.3. The Supplier shall submit an Invoice to the Customer in accordance with clause 4.

2.4. The Supplier shall reply within a reasonable time to any communications with the Customer.

- 2.5. The Supplier shall complete any Application Review Service and send any Reviewed Documents to the Customer's Email Address within three Working Days of accepting work on an Order Form sent by the Customer. If the third Working Day coincides with a public holiday, the next Working Day is treated as the third Working Day for the purpose of receiving the Reviewed Documents. Time is not of the essence.
- 2.6. The Supplier shall complete any LinkedIn Profile Review Service and send any constructive commentary to the Customer via email to the Customer's Email Address within three Working Days of accepting work on an Order Form sent by the Customer. Time is not of the essence.
- 2.7. The Supplier shall arrange a video interview slot with the Customer within a reasonable time of accepting work on an Order Form sent by the Customer and send a Video Meeting Link to the Customer's Email Address as part of the Supplier's provision of a Video Interview Service to the Customer.
- 2.8. The Supplier shall keep any information obtained during the course of providing a Service to the Customer confidential. Any disclosure of confidential information is permitted only with the Customer's written, informed consent submitted via email to the Supplier's Email Address.

### **3. Key Customer obligations**

- 3.1 The Customer must complete all mandatory questions flagged with a red asterisk in the Order Form up to the best of their abilities in the following sections:
- PERSONAL, CONTACT AND PAYMENT DETAILS;
  - REQUESTED SERVICE(S);
  - APPLICATION/CV/COVER LETTER REVIEW CONTEXT;
  - VIDEO INTERVIEW CONTEXT; and
  - LINKEDIN PROFILE REVIEW CONTEXT.
- 3.2 The Customer must submit this completed Order Form, together with any Reviewable Documents, to the Supplier by email to the Supplier's Email Address.
- 3.3 The Customer must pay the Service Fee to the Supplier in accordance with the provisions in clause 4.
- 3.4 The Customer shall reply within a reasonable time to any communications with the Supplier.
- 3.5 The Customer must attend their agreed video interview slot as part of the Supplier's provision of a Video Interview Service to the Customer. The Customer must notify the Supplier in writing via email to the Supplier's Email Address as soon as reasonably practical if the Customer is unable to attend their video interview slot. The Supplier and shall endeavour to reschedule the video interview slot up to the best of their abilities if circumstances permit this and is entitled to keep payment in full if the Customer and the Supplier do not agree on a new video interview slot within seven Calendar Days of the date of the cancelled original slot.

3.6 The Customer should not unreasonably withhold consent for the disclosure of confidential information under clause 2.8.

#### **4. Payment and invoicing**

4.1 The Supplier shall issue an Invoice to the Customer as soon as reasonably practicable but no later than thirty Calendar Days from receipt of the completed Order Form, together with any Reviewable Documents, from the Customer.

4.2 The Customer must pay the Service Fee and any other payments to the Supplier by way of a bank transfer within five Working Days from receiving an Invoice by the Supplier to the Supplier's Bank Account.

4.3 Should the Customer fail to pay the Service Fee pursuant to clause 4.2 within ten Working Days from receiving an Invoice by the Supplier, the Supplier is entitled to charge a penalty fee of 25% of the price of the Service Fee in addition to the originally incurred Service Fee.

#### **5. Method of service provision by the Supplier**

5.1 The Supplier shall send any Reviewed Documents to the Customer's Email Address within three Working Days of receipt of an Order Form with the relevant Reviewable Documents attached by the Customer.

5.2 The Supplier shall send any documents related to the Supplier's LinkedIn Profile Review Service to the Customer's Email Address within three Working Days of receipt of an Order Form by the Customer.

5.3 The Supplier shall send any Video Meeting Link as part of the Supplier's Video Interview Service provision to the Customer's Email Address within a reasonable time of confirming the day and time of the Customer's video interview slot.

#### **6. Modification of this Agreement**

6.1 The terms of this Agreement shall constitute a binding contract between the Supplier and the Customer.

6.2 The Supplier and the Customer may vary the terms of this agreement by email at the Supplier's discretion. In doing so, the Supplier shall send a written confirmation of the Amended Terms to the Customer's Email Address within a reasonable time of making any amendments to the terms of this Agreement.

6.3 The Amended Terms agreed between the Supplier and the Customer shall supersede any corresponding terms in this Agreement and be read in conjunction with any terms left unaffected by the Amended Terms.

6.4 Any Amended Terms agreed between the Supplier and the Customer shall be deemed incorporated by notice into this Agreement when the Supplier emails a written confirmation to the Customer pursuant to clause 6.2.

## **7. Intellectual property**

7.1 The Supplier owns any Copyright as part of this Agreement and any Amended Terms.

7.2 The Supplier retains any rights to reuse any Copyright created as part of the provision of Services to the Customer.

7.3 The Supplier gives permission to the Customer to use Copyright created and received as part of the provision of a Service by the Supplier to the Customer when the Customer applies to any organisation for any role.

7.4 If it is brought to the Supplier's attention that the Customer is unreasonably using, has unreasonably used, or will unreasonably use any Copyright for purposes outside the scope of clause 7.3, the Customer will lose the right to use any Copyright under this Agreement and the Supplier will be entitled to damages for breach of contract.

## **8. Data protection**

8.1 The Supplier shall exercise reasonable care and skill in safeguarding the Customer's data obtained in the course of providing a Service to the Customer.

8.2 The Supplier shall not disseminate the Customer's data to any third party, unless the Customer provides written, informed consent.

8.3 The Supplier shall not store the Customer's data for longer than necessary for the provision of a Service to the Customer and will delete any documents and communications received by the Customer following the end of the provision of a Service, unless the Customer raises a complaint pursuant to clause 10 of this Agreement and/or the Customer and the Supplier engage in alternative dispute resolution under clause 11. If the Customer exercises any such rights under clauses 10 and 11 of this Agreement, the Supplier may delete any documents and communications containing the Customer's data only after any complaints under clause 10 have been resolved and/or alternative dispute resolution under clause 11 has ended.

## **9. Supplier's liability and disclaimers**

9.1 The Supplier understands that recruitment is a competitive process, especially in the legal industry. There are factors beyond the Supplier's control that can influence the outcome of job applications by the Customer to any organisation for any position and include but are not limited to:

- How the Customer responds to any feedback and commentary by the Supplier, including altering their application on their own following the Supplier's feedback and commentary;

- Whether a rolling recruitment system is used and the submission time of the Customer's job application;
- The performance of other candidates competing for the same role the Customer has applied for; and
- Internal recruitment policies within the organisation the Customer has applied to.

9.2 The Supplier does not accept any liability for any failure on the Customer's part to secure a role and/or advance to the next stage of any recruitment process used by any organisation for the recruitment of personnel for any role.

9.3 The Supplier does not accept any liability for any losses on the Customer's part arising as a result of clause 9.2.

9.4 The Supplier does not guarantee in any way that a Customer will be successful in securing any role with any organisation the Customer has applied to after receiving Services by the Supplier.

## **10. Complaints**

10.1 The Customer shall submit any complaints about the Supplier's provision of Services by to the Supplier's Email Address. Where the Supplier has completed the provision of a Service to the Customer in full, the Customer has five Working Days to raise a complaint with the Supplier after the receipt of any Reviewed Documents or completion of a Video Interview Service.

10.2 The Suppliers shall respond to any initial complaint by the Customer within five Working Days by email to the Customer's Email Address. Thereafter, both the Supplier and the Customer shall reply within a reasonable time to communications between each other.

10.3 If the Customer is not satisfied with the outcome of the Supplier's response, the Customer and the Supplier must then attempt to resolve any further complaints and disputes as outlined in clause 11.

## **11. Alternative dispute resolution**

11.1 The Customer and the Supplier must initially engage in negotiation if any dispute regarding the provision of any Services by the Supplier arises.

11.2 The Customer must contact the Supplier by email to the Supplier's Email Address if the Customer wishes to submit any complaints about the provision of any Service by the Supplier to the Customer.

11.3 The Supplier and the Customer are free to arrange a negotiation in any form they mutually agree on within a reasonable time of the Customer submitting a complain pursuant to clause 11.2.

- 11.4 Should the Supplier incur any costs in their preparation for and attendance of a negotiation meeting, the Customer is to reimburse the Supplier in full.

## **12. Service cancellation and refund policy**

- 12.1 The Customer is entitled to a partial or full refund as agreed between the Customer and the Supplier following a complaints procedure under clause 10 of this Agreement and/or alternative dispute resolution undertaken pursuant to clause 11 of this Agreement.
- 12.2 The Supplier shall provide written confirmation of the refund to the Customer by email to the Customer's Email Address within a reasonable time following a complaints procedure under clause 10 of this Agreement and/or alternative dispute resolution undertaken pursuant to clause 11 of this Agreement.
- 12.3 The Supplier shall make any refund to the Customer by way of a bank transfer to the Customer's Bank Account within thirty Calendar Days of the date of communicating the refund to the Customer as per clause 12.2.

## **13. Termination and breach**

- 13.1 Should the Customer breach any of the terms of this Agreement or any subsequently agreed Amended Terms, the Supplier is entitled to keep any payment made by the Customer for a Service Fee and repudiate this Agreement.
- 13.2 The Supplier is entitled to claim damages under the law of contract for any breaches of this Agreement.

## **14. Value Added Tax**

- 14.1 All Services provided by the Supplier to the Customer are deemed inclusive of Value Added Tax at the standard rate.

## **15. Governing law and jurisdiction**

- 15.1 The governing law of this Agreement is the law of England and Wales and the courts of England and Wales shall have exclusive jurisdiction over the resolution of any court disputes between the Customer and the Supplier.