

BeBrilliantAt Professional Video Profile services

Terms and Conditions

The following terms and conditions apply for anyone subscribing to or purchasing or Professional Video Profile services on the BeBrilliantAt website.

Please read them carefully.

Services

1. BeBrilliantAt will film the client at an agreed location on the date(s) agreed in the contract.
2. BeBrilliantAt will (where agreed) write, edit and agree the script to be used by the client for the filming. The client accepts full responsibility for the content of the video. In addition, BeBrilliantAt accept no responsibility for any loss arising from the use or publication of the film or the script.
3. BeBrilliantAt will publish a completed film on a relevant public video platform e.g. Vimeo, YouTube, for a period of at least 12 months. It will also publish films (in full or in part) at its own discretion on other outlets e.g. its own website; other relevant media. One additional copy will be provided to the client, in a suitable digital format.

Payment

1. Unless agreed otherwise in writing, 50% of the invoice as a deposit must be paid after terms of contract are agreed and at least 14 days prior to the start of work. The remaining 50% shall be payable on completion of the video or multimedia project. These figures may be altered in specific contracts. A project is complete 7 days after the receipt of the film at which point the client is deemed to have accepted the film at the agreed price.
2. For amounts over £1000 BeBrilliantAt will issue an invoice as each sum becomes due, to be paid within 21 days of the date of that invoice. For invoices under £1000 BeBrilliantAt may require payment upon completion of the video or multimedia project.
3. BeBrilliantAt's fees shall be exclusive of any expense items related to the agreed programme, such as travel, subsistence or accommodation.
4. If payment is not received within 30 days of the invoice date, BeBrilliantAt will automatically charge interest at a rate of 10% per annum, which will be added to the customer's account.
5. Payment may be made by bank transfer, cheque or cash. All cheques must be made payable to BizRez Business Resources Ltd.
6. BeBrilliantAt will not start work on any project until a signed purchase order or equivalent signed document has been provided by the client.
7. BeBrilliantAt reserves the right to charge the client the full amount if
 - a) an appointment is changed less than 24 hours before its agreed time or
 - b) the client fails to keep an agreed appointment.

Video Projects and Programmes

8. The customer's requirements must be agreed with BeBrilliantAt in writing before start of work and subject thereafter to only to one set of minor alterations.
9. Major alterations to a project, not agreed prior to the start of work, must be made subject to a further written agreement.
10. A video programme will only be publicly released by BeBrilliantAt once the customer approves all content as complete and satisfactory and confirms this in writing.

Changes and Terminations

11. A customer may terminate the contract at any time by written notice of termination.
12. When a customer terminates the contract, they will remain liable to pay in full for all work previously undertaken and in progress by BeBrilliantAt unless any other written agreement is reached in advance. Any monies (excluding the deposit) held on account and unused will be returned subject to a 5% administration charge.
13. BeBrilliantAt reserves the right to refuse to use, publish or broadcast any information it considers obscene or morally unsuitable or which would breach copyrights, or which is libellous, defamatory or illegal.
14. Customer contracts may be modified by agreement in writing at any time to add or delete services to better fit the customer's needs.
15. Additional content is a contract change and an amendment will need to be made to the original contract.
16. E-mail correspondence shall be sufficient to prove changes to agreements for the form and content of programmes.

Loss or Damage Liabilities

17. BeBrilliantAt cannot be held liable for loss or damage caused as a result of third party action or failure.
18. BeBrilliantAt cannot be held liable to any party for any errors on any medium after the customer has agreed in writing that the content is correct and accurate and should be posted, published or broadcast.

Publication and Rights

19. In consideration of, and subject to, the final payment of full fees due to BeBrilliantAt by the client, BeBrilliantAt hereby assigns to the customer full title to the completed film, and all present and future copyright and other intellectual property rights arising in the content.
20. BeBrilliantAt reserves the right to publish any video content we have produced , in part or full, on our own website and on any public video platforms e.g. YouTube, Vimeo, and other media outlets e.g. LinkedIn, that we choose to use. Any changes to these rights will have to be agreed in writing by both parties, and will require 10 working days' notice.
21. BeBrilliantAt retains the title to any source material used in the development of the project.
22. Any confidential or proprietary information which is acquired by BeBrilliantAt from a client company, person or entity will not be used or disclosed to any person or entity, except when required to do so by law.

Time and other Performance Constraints

23. Any contract requiring BeBrilliantAt to work to specific deadlines provided within the written agreement will be deemed to include a proviso that the clients will make themselves reasonably available to communicate with BeBrilliantAt and its servants or agents, as necessary.
24. BeBrilliantAt office hours are 9.00 am. to 5.00 pm. Monday to Friday (except Bank Holidays) unless notified otherwise.
25. Any claims must be made in writing to BeBrilliantAt within 7 days of receipt of goods. If no claim is made within this period the client is deemed to have accepted the goods at the agreed price.
26. Should the client have cause to make any complaint about service or programmes the complaint, if put in writing, will be acknowledged by BeBrilliantAt within 14 days and a detailed reply issued to the customer within a further 28 days. In cases of complaint, all relevant work together with invoice and original materials should be returned to BeBrilliantAt.

27. BeBrilliantAt shall be under no liability if unable to carry out any provision of the contract for any reason beyond its control including (without limiting the foregoing): Act of God; legislation; war; fire; flood; drought; failure of power supply; lock-out; strike or other action taken by suppliers or owing to any inability to procure materials required for the performance of the contract.

Notes and Definitions

"Agreement" means these Terms and Conditions and the relevant order form.

"Client" means the company, organisation or individual(s) purchasing the service.

"BeBrilliantAt" means BizRez Business Resources Limited trading as "BeBrilliantAt" a company registered in England and Wales whose registered office is at 67 The Circuit, Cheadle Hulme, Cheadle, Cheshire, SK8 7LF

"Start Date" means the date on which the client completes the Order Form and accepts these Terms and Conditions.

BeBrilliantAt CV services

Terms and Conditions

- By placing an order with Be Brilliant At ("we/us/our"), you, the Client ("you/your"), agree to accept our Terms and Conditions.
- We reserve the right to change these Terms and Conditions at any time and without notice, and your continued use of our services following any change shall be deemed to be your acceptance of such change. It is your responsibility to check the Terms & Conditions of Use regularly for changes. If you do not agree with any change to the Terms and Conditions of Use, you must immediately stop using our services.
- Furthermore, your access to and use of bebrilliantat.com is subject exclusively and strictly to our Terms and Conditions.
- No contract exists until we accept your order. We may choose not to accept your order for any reason. We reserve the right to withdraw any goods/services at any time. All prices are subject to change at any time prior to a contract being entered into and are subject to change without notice. We will not be liable to you or anyone else for refusing to accept your order, withdrawing any goods/services or changing any prices.
- We retain the right to revoke your right to continued use of our services at our discretion.
- These Terms and Conditions of Use shall be governed by the laws of England and you agree to submit to the exclusive jurisdiction of the English court.
- Your statutory rights are not affected by any of our terms, conditions or policies.
- We may pass your details to our partners who in turn may contact you to carry out CV writing services and job offers.
- Be Brilliant At may distribute your CV to carefully selected partners with relevance to helping you seek employment.
- We may need to share your information with other organisations to provide you with the products, services or information you ask for. We may pass your information to one or more of the following organisations:
recruitment consultancies and related businesses;
businesses that purchase 3rd party data;

payment processing organisations;
debt collection agencies;
data processing companies;
mailing houses;
research organisations;
relevant government and enforcement agencies.

2. Payments, Refunds

- Payment is required in full with all orders.
- If you are paying by credit/debit card your card will be debited on acceptance of your order so as to ensure that sufficient funds/credit are/is available in the account.
- All credit/debit cards are subject to validation checks and authorisation by the card issuer. If the issuer of your card refuses to authorise payment, we will not be liable for any delay or non-delivery and we are not obliged to inform you of the refusal.
- Within the UK, all services are deemed to begin, by agreement, before the end of the cooling off period (as defined by United Kingdom's Consumer Protection (Distance Selling) Regulations 2000), as early delivery is often important to our clients. Furthermore, under the above-mentioned regulations, with the exception of books, all our goods are 'made to the consumer's specifications or clearly personalised' and are therefore exempt.
- Should a suspected error be made in billing your credit/debit card, our policy is to provide a full and immediate refund, pending investigation by the management.
- We reserve the right to end any contract due to offensive behaviour from a client.

3. Cancellation Policy

1. Distance selling regulations here negate your right to cancel and your contract with Be Brilliant At commences when payment details have been given. Our standard cancellation period is 24 hours after the purchase has been completed.

Distance Selling Regulations

The supply of services and personalised goods, as outlined in Distance Selling Regulations 13, "the consumer will not have the right to cancel the contract by giving notice of cancellation pursuant to regulation 10", 13:1A and 13:1C in respect of contracts for the supply of services if the performance of the contract has begun with the consumer's agreement; before the end of the cancellation period.

In certain circumstances consumers may have a valid reason for trying to cancel their purchase with Be Brilliant At so we therefore offer a cancellation policy to cover our basic costs.

Goods ordered and subsequently cancelled from Be Brilliant At will be subject to deductions from the refunded amount on a sliding scale dependent on the timescale 24 hours or less deduct 10%; 5 working days or less 50%; more than 5 working days 100%.

4. Complaints

1. We endeavour to respond to all correspondence, including complaints, within a maximum of 48 hours from receipt. All complaints must be made in writing; our telephone staff are not authorised to handle such matters. Complaints must be made by writing to the Managing Director giving details about the reasons for the complaint.

5. Service Specific Terms and Conditions

1. **CV Writing**

We do not undertake to include non-text elements, e.g. graphics (logos, photographs, etc.) within our re-formatted CVs, nor do we undertake to make use of colour.

Reformatted CVs use the text provided by you.

Rewritten CVs will be either 1 page in length or 2 pages unless we consider that important information would be lost through the formatting process.

2. Delivery Format:

CVs are delivered as an email attachment in pdf format.

3. CV Distribution Service:

Our undertaking is to distribute a client's CV to recruitment agencies and employers to whom it may be of interest. We cannot, however, guarantee any subsequent response since this depends on factors beyond our control. Furthermore, for commercial reasons, we do not disclose details of our database of employers and agencies.

4. Email Despatch:

It should further be noted that we cannot accept any liability for late delivery of emails or for the failure of emails to arrive, since the delivery of emails depends on too many external factors beyond our control.

6. Website Use

1. You warrant that you will use our website only in accordance with these Terms and Conditions and only for lawful purposes and in a lawful manner.
2. You warrant that all information which you provide to us is true, accurate, current and complete in all respects and that you will notify us immediately of any changes to such information.
3. We reserve the right to change or remove a website (or any part of it) without notice to you and you confirm that we shall not be liable to you for any such change or removal.
4. Our website is provided to you on an 'as is' and 'as available' basis without any warranty being given in relation to the web sites including (but not limited to) implied warranties of non-infringement, compatibility, security, accuracy or any implied warranty arising from course of dealing or usage or trade.
5. We make no warranty that the website will meet your requirements or will be uninterrupted, timely, or error-free, that defects will be corrected or that the site or the server(s) that makes it available are free of viruses or bugs.
6. We will not be responsible or liable to you for any loss of material uploaded or transmitted through our web sites.
7. All emails and any attachments are confidential. If an email is received by a party who is not the intended recipient they are requested to notify us immediately, delete it from their system and refrain from copying or using it for any purpose or disclosing its contents in any other way.
8. We are not responsible for the content of emails which may or may not contain personal views. Anything said or contained within an email does not necessarily reflect our views and opinions unless specifically stated.
9. Internet communications are not secure and may be intercepted.
10. All emails are checked for all known viruses by Kaspersky software which is updated frequently and no further liability can be accepted.
11. All links on our website to third party websites are provided purely as an information source and we do not endorse, approve, certify or control links to or information provided by other individuals, institutions or organisations, and do

not guarantee the accuracy, completeness, efficacy, timeliness, or correct sequencing of information located at external internet addresses, nor are we responsible for the terms, conditions, policies or security of these web sites.

7. Intellectual Property

1. You acknowledge and agree that all copyright, trademarks and all other intellectual property rights in all material on our website, site design, structure and graphics and all software and source codes connected with our website shall remain at all times vested in us or our licensors. You are permitted to use this material only as expressly authorised by us.
2. You acknowledge and agree that the material contained within our website is made available for your personal non-commercial use only. You may only access our website for the sole purpose of evaluating our services for your use and/or placing an order with us. Any other use of the material within our web sites is strictly prohibited.

8. Disclaimer

1. Limitation Of Liability

Our liability is limited for losses that were not foreseeable to both parties when any contract was made, for losses that were not caused by any breach on our part and for business losses and/or losses to non-consumers. It is limited for loss of data, loss of profits, cost of cover, or other special, incidental, consequential, indirect or punitive damages however caused and regardless of theory of liability. This limitation will apply even if we have been advised of, or are aware of, the possibility of such damages.

Furthermore, nothing in these Terms and Conditions shall exclude or limit liability for death or personal injury resulting from our negligence or that of our agents or employees.

2. Indemnity

You agree to fully indemnify, defend and hold us, and our officers, directors, employees, agents and suppliers, harmless immediately on demand, from and against all claims, liability, damages, reasonable losses, costs and expenses, including legal fees, arising out of any breach of these Terms and Conditions of Use by you or other liabilities arising out of your use of our services and our website.

3. Severance

Each provision of these Terms and Conditions shall be construed separately and independently of each other and the validity of any one part shall not affect the validity of any other part. This is subject only to the provision that where a particular term(s) is/are declared void, under the Unfair Terms in Consumer Contracts Regulations 1999, the contract will only continue to bind the parties if it is capable of continuing in existence without the unfair term(s).

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

These terms were last updated on 23 April 2015.