

EXECS4HIRE LIMITED

Standard Terms of business with Site Users

Edition Date: 1 June 2008

1. The following terms comprise the terms between the Company and the Site User for the supply of services by the Company and the use by the Site User of the Site. No other terms apply unless varied in writing by the Company and the Site User. Any variation is binding on the Company only if signed by a director or other duly authorised officer of the Company.

By clicking the “continue” button at the end of the “Register Form”, the Site User has agreed to be bound by these terms and conditions. These terms and conditions are intended to be legally binding.

2. **Definitions**

“Company”	Execs4Hire Limited registered in England (company number: 04206002)
“Candidate”	an interim manager whose curriculum vitae may be available for inspection from the Site.
“DPA”	the Data Protection Act 1998
“Data Controller”	has the meaning set out in the DPA
Intellectual Property Rights”	patents, rights to inventions, copyright and related rights, trade marks and service marks, trade names and domain names, rights to goodwill or to sue for passing off rights in designs, rights in computer software, database rights, rights in confidential information (including know-how) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.
“Services”	Site Advertising Services or Site Data Services (or both)
“Site Advertising Services”	the posting by the Site User of a job specification or advertisement on the Site at the request of the Site User
“Site Data Services”	the authorisation for inspection of personal data files of Candidates from the Site
“Site User”	any person who uses or visits the Site
“Site”	www.execs4hire.co.uk

3. **Contract**

The contract between the Company and the Site User comprises only these terms. No other terms, representations, information or advice given orally or in writing is of effect.

4. **The Company’s Obligations**

- 4.1 In consideration of the Site User's obligations, the Company agrees to provide the Site Advertising Services or the Site Data Services (or both).
- 4.2 The Company warrants to the Site User that the Company is registered as a Data Controller under the DPA and has complied with the requirements of the DPA relating to the Site Data Services.
- 4.3 The Company will provide the Site Data Services and the Site Advertising Services in a professional manner and in accordance with all legislation relating to electronic communications.

5. **The Site User's Obligations**

- 5.1 The Site User undertakes to the Company that it will use the Site only for bona fide uses.
- 5.2 The Site User warrants to the Company:
 - (a) that the Site User is registered as a Data Controller under the DPA and will comply with requirements of the DPA relating to personal data of all Candidates;
 - (b) that the Site User is authorised to post an advertisement and the information contained in it.
- 5.3 The Site User will not without the prior consent of the Company inspect from the Site more than 20 curricula vitae of Candidates.
- 5.4 The Site User will in relation to Site Advertising Services ensure that any advertisement or other information posted by the Site User on the Site is not defamatory and is correct at the time of posting.
- 5.5 The Site User agrees to indemnify the Company in relation to all losses, damages, cost and expenses incurred by the Company in relation to or resulting directly or indirectly from any breach by the Site User of these terms and conditions.

6. **Price**

- 6.1 The Company makes no financial charge to the Site User for the Site Data Services or the Site Advertising Services.

7. **Duration**

- 7.1 These terms and conditions regulating the use of the Site remain in force until either the Company or the Site User gives the other party not less than one month's written notice of termination.
- 7.2 If the Site User breaches these terms and conditions the Company is entitled to serve notice to terminate the contract and cease providing Services to the Site User without prejudice to any accrued right of the Company in relation to the breach. The Company is also, if it reasonably considers that a breach of these terms and conditions has occurred, entitled to suspend use of the Site. The Company is entitled to remove material from the Site at its discretion.

8. **Time for provision of Services**

- 8.1 Dates and times given for delivery of Site Data Services or Site Advertising Services are estimates and are not a condition of this contract and the Company is not liable for any delay in the delivery of Services howsoever caused. Time is not of the essence.

9. **Liability Limitations and Disclaimers**

- 9.1 The Company shall indemnify the Site User
- (a) if the Unfair Contract Terms Act 1977 and the Unfair Contract Terms Regulations 1994 apply to the supply of the Services, against liability for personal injury or death directly attributable to the negligence of the Company; and
 - (b) against physical damage caused to the Site User's property directly arising from the negligence of the Company in connection with the supply of Services.
- 9.2 Save as set out in clause 9.1 the Company shall not be liable to the Site User
- (a) for any incidental, consequential, or punitive damages of any kind including, without limitation, loss of profit, loss of data, goodwill, time, savings or revenue consequent on any alleged breach of contract or through negligence; or
 - (b) for more than £10,000 (excluding legal costs) with respect of any one claim.
- 9.3 The Site User acknowledges that the limitations contained in this clause 9 reflect the fact that the Site User pays no fee in relation to the use of the Site.
- 9.4 No officer or employee of the Company shall be liable to the Site User in any circumstances for any loss, expense or damage of any kind (direct, indirect, financial or consequential and whether arising from negligence or otherwise) arising from any act or omission of his during the performance of his employment or other duties. All officers and employees of the Company shall from time to time be entitled to the benefit of the exemptions, limitations, terms and conditions in this contract.
- 9.5 The Company does not give any warranty concerning the Site or its availability or its contents where material has been provided by Candidates or other third parties. The Company does not give any warranty the Site will be error free or free from computer virus or other fault.
- 9.6 The statutory rights of the Site User are not affected by this Contract.
- 10. Proprietary Rights**
- 10.1 All Intellectual Property Rights in the Services and all information which the Company may provide to the Site User shall (as between the parties) at all times remain vested in the Company and the Site User shall not acquire any Intellectual Property Rights or licence relating to the Services and may not copy or imitate the Services.
- 10.2 The Site User shall indemnify the Company against any loss the Company may incur resulting from the infringement of Intellectual Property Rights arising in consequence of the provision of the Services
- 11. Termination of this Contract**
- 11.1 The Company shall have the right to terminate the contract and access to the Site immediately without affecting its accrued rights by giving notice to the Site User if:
- (a) the Site User commits any continuing or serious breach of the contract and fails to remedy such breach (if remediable) within 10 working days of the Company's notice to do so; or
 - (b) any of the following events occurs:-
 - (i) distress or execution is levied against any of the Site User's assets and is not paid or discharged within seven days; or a judgment against the Site User remains unsatisfied for more than seven days; or a receiver is appointed with respect of any of the Site User's assets; or

- (ii) a petition is presented for the winding up of or for an administration order to be made in relation to the Site User or a resolution passed for the Site User's winding up (other than a members' voluntary winding up for the purposes of amalgamation or reconstruction on terms approved in writing by the Company); or
 - (iii) the Site User suspends or threatens to suspend payment of its debts or is deemed unable to pay its debts for the purposes of section 123 Insolvency Act 1986; or ceases or threatens to cease to carry on its business or any material part as a going concern; or as a result of any change in the powers, business or circumstances of the Site User it is unlikely to be in a position to fulfil the Contract or any transaction pursuant thereto; or
 - (iv) any event in a foreign jurisdiction analogous to, or comparable with, (i) to (iii) above; or
- (c) at any time the Company has reasonable grounds to believe that any of the events mentioned in (a) and (b) above is likely to happen within a period of three months thereafter.

11.2 On termination of this Contract for any reason the Company shall be discharged from any further liability to perform under the Contract.

12. Use of the Site and Suspension

12.1 The use of the Site is conditional on the Site User complying with the terms and conditions set out above and the Company is entitled, at any time, (without notice) to suspend the Site User's use of the Site. The Company has absolute discretion over the content of the Site and no reason for suspension shall be required to be given.

12.2 The Site User consents to all messages or other content (including feedback and marks) provided by the Site User (other than personal data) to be used by the Company without further authorisation.

12.3 The Company reserves the right to edit or delete any materials supplied by the Site User but does not pre-vet such materials

13. Governing Law

This contract is in all respects governed by English Law.

14. Severability

Should any provision of this contract become illegal or void for any reason, the validity of the remaining provisions shall not be affected and the parties shall enter into negotiations in good faith to find a replacement for the provision which is of similar economic effect.

15. Waiver

Failure by either party to exercise any of its rights shall not be a waiver or forfeiture of such rights. Any express or implied waiver by either party of any term or condition of this Contract or of any breach by the other may be terminated by the first party at any time. No such waiver shall constitute a continuing breach nor shall it prevent the other party from acting upon that or any subsequent breach or from a foregoing term or condition of this Contract.

16. Force Majeure

The Company shall not be liable in any way for any failure to perform its obligation or for loss, damage or delay incurred by the Site User resulting from circumstances beyond the Company's reasonable control.