

EXECS4HIRE LIMITED

Standard Terms of business with Candidates

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Background

The Company operates the Site as a forum for interim managers and as a database. The Candidate has agreed that personal data (as defined in the DPA) relating to that Candidate can be made available to Site Users using the Site by way of inspection.

The Candidate has the responsibility of ensuring that all personal data on the Site relating to the Candidate is correct and up to date.

Terms

1. The following terms comprise the terms between the Company and the Candidate the use by the Candidate of the Site. No other terms apply unless varied in writing by the Company and the Candidate. 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 "Registration Form", the Candidate has agreed to be bound by these terms and conditions and the use of his or her personal data for the purposes set out in these Terms for the purposes of the DPA. 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.
"Candidate Services"	the availability of the Site as a forum for interim managers and the availability of professional indemnity insurance on the further terms set out on 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.
"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 Candidate 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 Candidate’s obligations, the Company agrees only to provide the Candidate Services.

4.2 The Company warrants to the Candidate that the Company is registered as a Data Controller under the DPA and has complied with the requirements of the DPA relating to the Candidate Services.

4.3 The Company will provide the Candidate Services in a professional manner and in accordance with all legislation relating to electronic communications.

5. The Candidate’s Obligations

5.1 The Candidate undertakes to the Company that he will use the Site only for bona fide uses.

5.2 The Candidate undertakes to the Company that all personal data relating to the Candidate on the Site is correct, up to date and not misleading.

6. Price and Payment

6.1 The subscription price for the Candidate Services shall be such annual fee (“Fee”) as is stated on the Site from time to time. The Fee shall be reviewed from time to time by the Company and notification through the Site will be made at least two weeks before any price increase. The Fee is exclusive of any VAT which may be payable.

6.2 If the Company so requires the Fee shall be paid credit card or debit card, details of which shall be provided through the Site by the Candidate. Recurring payments will be authorised through this payment mechanism.

6.3 If the Fee is not paid on the due date for payment the Company is entitled immediately to remove the personal data of the Candidate from the site.

7. Duration

7.1 These terms regulating the use of the Site remain in force until either the Company or the Candidate gives the other party not more than one month’s written notice prior to the anniversary date of the Candidate’s registration.

7.2 If the Candidate breaches these terms and conditions the Company is entitled to serve notice to terminate the contract and cease providing Services to the Candidate without prejudice to any accrued right of the Company in relation to the breach.

8. Time for provision of Services

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

9. Liability Limitations and Disclaimers

9.1 The Company shall indemnify the Candidate

- (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 Candidate'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 Candidate
- (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 Candidate acknowledges that the limitations contained in this clause 9 reflect that the Fee payable by the Candidate in relation to the use of the Site.
- 9.4 No officer or employee of the Company shall be liable to the Candidate 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 gives no warranty relating to obtaining a job or appointment as a result of the provision of the Candidate Services.
- 9.6 The Company does not give any warranty concerning the Site or its availability or its contents where material has been provided by the Site Users 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.
- 9.7 The Company is not an employment agency and does not hold itself to be so. Therefore the provisions of the Employment Agencies Act 1973 do not apply to the Company.
- 9.8 It is the responsibility of the Site Users to contact one another for the purpose of seeking or offering employment. The Company simply offers a database for the use of prospective employers and employees and is in no way responsible for finding employment for Candidates.
- 9.9 The statutory rights of the Candidate 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 Candidate shall (as between the parties) at all times remain vested in the Company and the Candidate shall not acquire any Intellectual Property Rights or licence relating to the Services and may not copy or imitate the Services.
- 10.2 The Candidate 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 Candidate if:

- (a) the Candidate 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 Candidate's assets and is not paid or discharged within seven days; or a judgment against the Candidate remains unsatisfied for more than seven days; or a receiver is appointed with respect of any of the Candidate'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 Candidate or a resolution passed for the Candidate'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 Candidate 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 Candidate 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. Governing Law

This contract is in all respects governed by English Law.

13. 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.

14. 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.

15. 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 Candidate resulting from circumstances beyond the Company's reasonable control.