



## CARA EXECUTIVE SEARCH LTD

### WEBSITE TERMS AND CONDITIONS OF USE

[www.caraexecsearch.com](http://www.caraexecsearch.com)

We are Cara Executive Search Ltd (referred to as “we” or “us” or “our” or “**Cara Exec Search**”), an executive recruitment and management consultancy service provider.

Our registered address is at Kemp House, 10 City Road, London, United Kingdom, EC1V 2NX. We are a private limited company and our registered company number is 12569167. We operate from our registered address.

#### 1 INTRODUCTION

- 1.1 These terms and conditions (“**T&Cs**”) apply between you, the User of this website [www.caraexecsearch.com](http://www.caraexecsearch.com) (“**Website**”) and Cara Exec Search, the owner and operator of the Website.
- 1.2 Please read these T&Cs carefully, as they affect your legal rights. Your agreement to comply with and be bound by these T&Cs is deemed to occur upon your first use of the Website. If you do not agree to be bound by these T&Cs, you should refrain from using the Website.
- 1.3 In these T&Cs, “**User**” or “**Users**” means any third party that accesses the Website and is not either (i) employed by Cara Exec Search, or any group company thereof, and acting in the course of their employment; or (ii) engaged as a consultant or otherwise providing services to Cara Exec Search and accessing the Website in connection with the provision of such services.
- 1.4 This Website uses cookies and similar technologies. By continuing to use this Website you are agreeing to our use of cookies in accordance with our [Cookie Policy](#).
- 1.5 These T&Cs must be read in conjunction with Cara Exec Search’s [Privacy Policy](#).

#### 2 INTELLECTUAL PROPERTY AND ACCEPTABLE USE

- 2.1 All Content included on the Website, is the property of Cara Exec Search, our affiliates or other relevant third parties. In these T&Cs, “**Content**” means any text, graphics, images, audio, video, software, data compilations, page layout, underlying code and software and any other form of information capable of being stored in a computer that appears on or forms part of this Website, including any such content uploaded by Users.
- 2.2 By continuing to use the Website you acknowledge that such Content is protected by copyright, trademarks, database rights and other intellectual property rights. Nothing on this Website shall be construed as granting, by implication, estoppel, or otherwise, any license or right to use any trademark, logo or service mark displayed on the site without Cara Exec Search’s prior written permission.
- 2.3 You may, for your own personal, non-commercial use only, retrieve, display and view the Content on a computer screen.

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**Cara Executive Search Ltd**, a company incorporated in England and Wales under company number 12569167 and whose registered office is at Kemp House, 10 City Road, London, United Kingdom, EC1V 2NX.

- 2.4 You must not otherwise reproduce, modify, copy, distribute or use for commercial purposes any Content without the express written permission of Cara Exec Search.

### **3 PROHIBITED USE**

- 3.1 You may not use the Website for any of the following purposes:
- 3.1.1 in any way which causes, or may cause, damage to the Website or may interfere with any other person's use or enjoyment of the Website;
  - 3.1.2 in any way which is harmful, unlawful, illegal, abusive, harassing, threatening or otherwise objectionable or in breach of any applicable law, regulation, governmental order; or
  - 3.1.3 making, transmitting or storing electronic copies of Content without the permission of Cara Exec Search.

### **4 AVAILABILITY OF THE WEBSITE AND DISCLAIMERS**

- 4.1 Any online facilities, tools, services or information that Cara Exec Search makes available through the Website, and the Website itself ("**Service**") is provided "as is" and on an "as available" basis. We give no warranty that the Service will be free of defects and/or faults. To the maximum extent permitted by the law, we provide no warranties (express or implied) of fitness for a particular purpose, accuracy of information, compatibility and satisfactory quality. Cara Exec Search is under no obligation to update information on the Website.
- 4.2 This Website describes Cara Exec Search's capabilities and is for information purposes only. Nothing in this Website should be construed as investment, tax, legal, accounting or other advice.
- 4.3 Whilst Cara Exec Search uses reasonable endeavours to ensure that the Website is secure and free of errors, viruses and other malware, we give no warranty or guaranty in that regard and all Users take responsibility for their own security, that of their personal details and their computers.
- 4.4 Cara Exec Search accepts no liability for any disruption or non-availability of the Website.
- 4.5 Cara Exec Search reserves the right to alter, suspend or discontinue any part (or the whole of) the Website including, but not limited to, any products and/or services available. These T&Cs shall continue to apply to any modified version of the Website unless it is expressly stated otherwise.

### **5 LIMITATION OF LIABILITY**

- 5.1 Nothing in these T&Cs will limit or exclude either party's liability:
- 5.1.1 for death or personal injury resulting from their negligence;
  - 5.1.2 for fraud or fraudulent misrepresentation; or
  - 5.1.3 in any way that is not permitted under applicable law.
- 5.2 Cara Exec Search will not be liable to you in respect of any losses arising out of events beyond our reasonable control.

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- 5.3 To the maximum extent permitted by law, Cara Exec Search accepts no liability for any of the following:
- 5.3.1 any business losses, such as loss of profits, income, revenue, anticipated savings, business, contracts, goodwill or commercial opportunities;
  - 5.3.2 loss or corruption of any data, database or software; and/or
  - 5.3.3 any special, indirect or consequential loss or damage.

## **6 INDEMNITY**

You agree to indemnify and hold Cara Exec Search, its officers, directors, shareholders, predecessors, successors in interest, employees, agents, subsidiaries and affiliates, harmless from any demands, loss, liability, claims or expenses (including attorneys' fees), made against Cara Exec Search by any third party due to or arising out of or in connection with your use of the Website.

## **7 THIRD PARTY WEBSITES**

This Website may contain links to external websites operated by third parties. These links are included to give Users the opportunity to access other pages that it is felt may be of assistance to them. Cara Exec Search makes no representations as to the accuracy or any other aspect of the information contained on such websites and Cara Exec Search accepts no responsibility for the content of such websites.

## **8 DATA PROTECTION**

On some pages of this Website, Users are asked to contact Cara Exec Search to provide, or obtain, further information. Please refer to our Privacy Policy (as referenced in clause 1) which provides information about how we gather and use personal information.

## **9 CHANGES**

- 9.1 Cara Exec Search reserves the right, at its sole discretion, to change, modify, add or remove portions of these T&Cs, at any time.
- 9.2 It is your responsibility to check these T&Cs periodically for changes. Your continued use of the Website following the posting of changes will mean that you accept and agree to the changes.
- 9.3 As long as you comply with these T&Cs, Cara Exec Search grants you a personal, non-exclusive, non-transferable, limited privilege to enter and use the Website.

## **10 GENERAL**

- 10.1 You may not transfer any of your rights under these T&Cs to any other person. We may transfer our rights under these T&Cs where we reasonably believe your rights will not be affected.
- 10.2 These T&Cs may be varied by us from time to time. Such revised terms will apply to the Website from the date of publication. Users should check the T&Cs regularly to ensure familiarity with the then current version.
- 10.3 These T&Cs contain the whole agreement between the parties relating to its subject matter and supersede all prior discussions, arrangements or agreements that might have taken place in relation to the T&Cs.
- 10.4 The Contracts (Rights of Third Parties) Act 1999 shall not apply to these T&Cs and no third party will have any right to enforce or rely on any provision of these T&Cs.

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- 10.5 If any court or competent authority finds that any provision of these T&Cs (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision will, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of these T&Cs will not be affected.
- 10.6 Unless otherwise agreed, no delay, act or omission by a party in exercising any right or remedy will be deemed a waiver of that, or any other, right or remedy.
- 10.7 These T&Cs shall be governed by and interpreted according to the law of England and Wales and all disputes arising under these T&Cs (including non-contractual disputes or claims) shall be subject to the exclusive jurisdiction of the English and Welsh courts.

## **11 CONTACT DETAILS**

- 11.1 Except where otherwise required by applicable law or regulations, all communication and documentation sent to you by Cara Exec Search will be in English. You may communicate with us in English.
- 11.2 For more information about this Website, including information concerning the personal data Cara Exec Search holds about you, please contact us by email: [yvonne@caraexecsearch.com](mailto:yvonne@caraexecsearch.com).

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