

# Website Terms and Conditions

The following Terms and Conditions govern your use of the “durlerconsulting.com” site (this “Site”) and your relationship with Durler Consulting Limited (“the Company”, a limited company registered in England number 4285433, registered office: 78 York Street, London W1H 1DP United Kingdom). By using this Site you agree to be bound by these Terms and Conditions. These Terms and Conditions may change without further notice to you and you agree to be bound by the Terms and Conditions as amended when you use this Site following any amendments:

## 1. The Company

The Company:

- a. makes every reasonable effort to ensure that the information on this Site is accurate and complete, is maintained to a high standard and is constantly accessible;
- b. does not make any promise that the services offered through this Site (including products or services offered through other sites as a result of your use of automatic links to other sites (“Hyperlinks”)) are lawful or are otherwise permitted in certain countries outside the United Kingdom. If you attempt to benefit in any way from any such products or services, you hereby agree that the Company accepts no liability whatsoever in respect thereof and you further agree to indemnify the Company against any liability for any losses suffered by the Company as a result of your use of this Site or the Hyperlinks in respect thereof;
- c. collects and processes sensitive personal data only so far as is necessary to provide an efficient and professional recruitment service;
- d. reserves the right to remove any information supplied by you from this Site at its sole discretion, at any time and for any reason without being required to give any explanation;
- e. will pass information regarding vacancies and placements to candidates and may post it directly onto this Website; and
- f. reserves the right to use personal data according to its privacy policy (see below).

## 2. Site Users

By using this Site, you hereby agree:

- a. that you will not use this Site from territories where its use or material or contents are unlawful;
- b. that the Company is not liable in respect of any inaccuracy or omission in any of the information on this Site or in respect of information on this Site supplied by you, any other site user or any other third person;
- c. that the Company is not liable for any errors, omissions, interruptions or delays to the Site and has no ongoing obligation or responsibility to operate this Site (or any particular part of it) or responsibility to provide the service offered on this Site;
- d. to indemnify the Company and keep the Company indemnified against all costs, expenses, claims, losses, liabilities or proceedings arising from your use or misuse of this Site;
- e. that the Company may vary the specification of this Site from time to time at its sole discretion without notice;
- f. that this Site may only be used for lawful purposes when seeking employment, when recruiting staff or seeking any other service provided by the Company;
- g. not to seek to undermine the security of the Site, to gain unauthorised access or to alter or affect any information, software or hardware associated with this Site or any information or software submitted to or available through it in any way either directly or indirectly;
- h. that the Company is not liable for any loss suffered by you or any other third party (whether direct or indirect, for loss of business, revenue or profits, wasted expenditure, corruption or destruction of data or for any other indirect or consequential loss whatsoever) arising from your use of this Site. The Company hereby excludes any liability, whether in contract, tort (including for negligence) or otherwise. The Company hereby excludes all representations, warranties and conditions relating to this Site and your use of it to the maximum extent permitted by law;
- i. that the Company does not endorse, approve or sanction nor are we liable or responsible in respect of the contents of other third party sites obtained through the use of Hyperlinks or any third party’s products, services, acts or omissions. The use of Hyperlinks to gain access to such third party sites is entirely at your own risk and you hereby indemnify the Company against all costs, expenses, claims, losses, liabilities incurred by the Company whether in relation to proceedings brought against the Company or otherwise arising from your use or misuse of this Site or any other sites through your use of these Hyperlinks or in relation to any information supplied by you. You further agree to notify the Company immediately if anyone makes or threatens to make any claim against you relating to your use of this Site.
- j. to consent to the Company using information provided by you (including, without limitation, sensitive personal data) according to its privacy policy (see below);
- k. that you are responsible for ensuring, prior to submission to this Site, that all information, data and files are free of viruses or any other thing that may damage or interfere with any software or hardware of the Company or on the Site; and
- l. that any information supplied by you to this Site is solely your responsibility. You are responsible for ensuring that all information supplied by you is true, accurate, up-to-date and not misleading or likely to mislead or deceive and that it is not discriminatory, obscene, offensive, defamatory or otherwise illegal,

unlawful or in breach of any applicable legislation, regulations, guidelines or codes of practice or the copyright, trade mark or other intellectual property rights of any person in any jurisdiction.

### 3. **Privacy Policy**

Your privacy is extremely important to the Company.

#### a. **Privacy Statement**

Durler Consulting Limited is committed to privacy for everyone who accesses this Site. The Company is registered as a Data Controller (number Z6001772) under the provisions of the Data Protection Act 1998. Under the Data Protection Acts of 1984 and 1998, the Company is required to comply with regulations which give certain safeguards to you and to any data provided by you to the Company or when using this Site. Any policy changes will be posted on this page.

#### b. **Type of data collected**

Durler Consulting Limited collects personal data about you to help in the recruitment process and its associated administrative functions. This involves, amongst other things, processing, reproducing, reformatting and storing information (including, without limitation, sensitive personal data) and forwarding or making available online such information to prospective employers and clients. This data consists of information regarding candidates, including without limitation your name, address, e-mail address, work and education history, your responses to and the results of assessments administered through this Site, your nationality and work permit status as applicable.

#### c. **Collective data**

The Company collects information to provide the Company with a better collective understanding of the users of this Site and may also share this collective information with selected third parties (including, without limitation, so that the Company can provide you with a better, more targeted service), but which does not contain personally identifiable information.

#### d. **Third Parties**

The Company may pass your personal data to third parties that help the Company to process data or assist with the recruitment process and to prospective or intended employers or Clients for the purpose of recruitment. (For the purposes of this Site, "Clients" means persons or prospective employers who engage the Company to recruit staff.)

#### e. **Security of Data**

Access to your personal data is only provided to our staff and third parties as previously described. The Company endeavours to ensure that your data is secure.

#### f. **Removal from the Database**

If you wish to remove your name from the Company's database, please send an e-mail to [webmaster@durlerconsulting.com](mailto:webmaster@durlerconsulting.com) with the word 'unsubscribe' in the subject field and the Company will remove your information from its database as soon as possible.

### 4. **Intellectual Property Rights**

The material on this Site is protected by copyright, trademark and other intellectual and proprietary rights. You agree to use this Site in a way which does not infringe these rights. You may copy material on this Site for your own private or domestic purposes and prospective or existing Clients may print one copy of each page of this Site for their own use, but you may not copy, reproduce, distribute or use any material on this Site for any other commercial or business use. Such copies obtained from this Site must not be altered or reproduced in whole or in part in any way. Hyperlinks from third party sites to this Site are not permitted unless the Company's written consent is given following an application by e-mail to [webmaster@durlerconsulting.com](mailto:webmaster@durlerconsulting.com).

### 5. **Terms of Business**

The Company's standard Terms of Business will be applicable to any employment assignment or placement arising as a result of any introduction made by the Company unless specifically agreed in writing by both parties and authorised by a Director of the Company. All prospective employers and Clients for whom the Company arranges assignments or placements will be provided with a copy of the Terms of Business applicable to them when an assignment contract is presented to them for countersignature. In the case of candidates' details introduced on a speculative basis, the Terms of Business will be provided with the written first interview confirmation. Terms of Business are also available on request.

### 6. **Governing Law and Jurisdiction**

These Terms and Conditions and any disputes arising from or in connection with them shall be governed by and construed in accordance with English law and the parties submit to the exclusive jurisdiction of the English Courts.

### 7. **Invalidity**

If any provision of these Terms and Conditions is held to be invalid by a court of competent jurisdiction, such invalidity shall not affect the validity of the remaining provisions, which shall remain in full force and effect.