

## **Conditions for Suppliers of the Directory**

Leicestershire County Council is agreeable to host details of suppliers on its website subject to the following terms and conditions:

### **Trading Activities**

- 1) The directory of suppliers is intended to be a resource for public benefit. The Council expects suppliers to conduct their business lawfully and ethically and at all times and to adhere to consumer legislation in all their dealings with users of Council's website.
- 2) In the event that the Council receives notification of any unlawful activities or breaches of contract the Council shall have the absolute right to remove the listing of any business from its website.

### **Endorsements**

- 3) The Council's willingness to list the details of any business on its website does not amount to an endorsement, by the Council, of that business. The relevant supplier should not describe their goods or services as promoted or endorsed by Leicestershire County Council or the United Kingdom Government either on the Council's website or elsewhere.
- 4) Likewise suppliers should not identify themselves as being affiliated to Leicestershire County Council. Nothing on this website is intended to create a partnership in law between the Council and the relevant businesses.

### **Standards**

- 5) The Council reserves the right to reject any request to list any good or services of any business or alternatively to remove any listing which has been uploaded. The Council would expect to reject or remove listings which it considers are:-
  - a. Profane; or
  - b. Obscene; or
  - c. derogatory; or
  - d. discriminatory; or
  - e. misleading; or
  - f. unlawful; or
  - g. dishonest; or

- h. fraudulent; or
  - i. is in the Council's view, likely to be contrary to the public interest; or
  - j. is detrimental to the reputation of Leicestershire County Council.
- 6) Further any listing information should not seek to 'pass off' or infringe the intellectual property of any third party. If the Council suspects that the listing infringes the copyright, trademarks or passes of the goods or services of any third party then it reserves it right to remove such a listing.
- 7) It is the responsibility of each trader to ensure that their listing is accurate and up to date. For that purpose, traders agree to promptly notify the Council of any material change to their business operations which necessitates an amendment to the trader's listing on the Council's website. Examples of changes requiring notification include any changes of address, contact details, website details or product offering.

All changes should be made by completing the [online directory update form](#) as soon as you are aware. If your listing is not kept up to date, the Council reserves the right to remove your organisation from the directory.

### **Correction of errors**

- 8) The Council agrees to make reasonable efforts to correct any errors in listings which are brought to its attention. However, the Council accepts no liability (including for economic losses) for any errors or delays in listing.

### **Non availability of the Council Website**

- 9) The Council does not guarantee that its website will be available at all times and it accepts no responsibility for any lost business opportunities if or when its website is unavailable or inaccessible (*whether caused by force majeure events or otherwise*).

- 10) The Council may suspend the operation of its website at any time to carry out essential maintenance or to respond to hacking attempts, service attacks or other similar activities directed at its systems or to deal with any other technical issues.

## **Hyperlinking**

- 11) The Council may agree to allow links to external websites but it reserves its right to refuse to list any hyperlinks if the website is known or suspected to contain material which is contrary to the Council's standards (*please see point 5 above*). The Council accepts no responsibility for websites outside its control.

## **Indemnity**

- 12) The supplier agrees to hold the Council harmless from any claims arising out any breach of contract or duty by the supplier in its business dealings with users of this website.

## **Warranties**

- 13) Every business listing goods or services on the Council's website (or any business seeking to do so) warrants as follows to the Council: -
  - a. that it is lawful to sell the relevant goods or services for sale in the United Kingdom;
  - b. that the goods or services comply with relevant laws and standards;
  - c. That the Business complies with the UK Code of Non-broadcast Advertising and Direct & Promotional Marketing (the CAP code)
  - d. that the goods or services are safe;
  - e. that the relevant business complies with the requirements of any regulatory body which regulates the sale of those goods or services;

- f. that the business is solvent and not going through any formal insolvency process and no such process is pending or threatened;

## **Termination**

- 14) In the event of any breach of this agreement the Council may remove any the listing of any business with immediate effect. Otherwise the Council may bring this agreement to an end upon fourteen days' notice.
- 15) Notices may be served at the principal place of business of the relevant supplier or business.
- 16) This agreement is governed by English law and jurisdiction.