

TERMS AND CONDITIONS FOR INCLUSION ON THE EAST OF ENGLAND BUSINESS LINK SUPPLIER BROKERAGE SERVICE

1. INTRODUCTION

1.1 These terms and conditions of use ('Terms of Use') refer to the official website of Business Link, ('our', 'we' or 'us'), which is accessible via the address <http://www.supplierbrokerage.org.uk> and its variations ('Website'). By using the Website you ('User' or 'you') agree to these Terms of Use. In particular, we draw your attention to clause 3 (Disclaimer and limitation of liability), clause 4 (Copyright and intellectual property rights) and clause 10 (Passwords and Usernames). You may print and keep a copy of these Terms of Use.

1.2 Together these Terms of Use and any web page-specific terms and conditions that may be shown on the Website from time to time, form the entire agreement between you and us ('Agreement'). If you do not agree to be legally bound by this Agreement please leave the Website immediately. Your continued access and use of the Website will amount to acceptance of these Terms of Use.

1.3 Business Link reserves the right to change the Agreement at any time. You should review these Terms of Use regularly to ensure that you are aware of any changes made as you will be legally bound by any amended terms if you continue to use the Website after the changes.

1.4 Business Link may amend this Agreement at any time without giving notice to the Supplier. By the Supplier's continued use of the Business Link Services it agrees to be bound by the most current version of the Agreement in use. The Supplier is therefore on notice to check the Business Link Website periodically for any changes that have been made

2 DEFINITIONS:

"Agreement" means the terms and conditions as set out in this agreement;

"Book Events Website" means the pages on the Book Events website or any replacement website operated by Business Link for the management of events from time to time;

"Business Link Services" means inclusion of the Supplier Data on the Database to be searched by Business Link or its partners on behalf of a Client requiring Client Services;

"Business Link Website"	means the pages on the Business Link website or any replacement website operated by Business Link for the management of the Database from time to time;
"Client"	means any person, firm or company who is a client or potential client of Business Link.
"Client Services"	means one or more of the Supplier Services required by the Client;
"Client URL"	means the Uniform Resource Locator or the client's web address on the SBS account containing login details including username and password which enables the client to access their SBS account and which may be copied and pasted onto a search engine to directly access the account without the need for further inputting of login details;
"Contract"	means the contract for the supply of Business Link Services comprising of this Agreement, the Supplier Data and any amendments agreed in writing between the parties hereto and an acceptance of an Order by Business Link;
"Database"	means the database operated by EEDA and used by Business Link for the purposes of identifying an appropriate supplier of Client Services;
"Data Controller"	has the same meaning as defined in the Data Protection Act 1998 and for the purpose of this Agreement refers to the Supplier;
"Data Processor",	in relation to Personal Data, means any person (other than an employee of the Data Controller) who processes the data on behalf of the Data Controller;
"Data Subject"	means an individual who is the subject of Personal Data;
"voucher"	means a method of distributing the funding that Business Link receives from strategic partners to provide a contribution to assist businesses with advice and support issues.
"Order"	means a request by a Supplier for Business Link Services by supplying Business Link with the Supplier Data;
"Password"	means a secret word or code used to serve as a

security measure against unauthorized access to data.

"Personal Data"

means data which relate to a living individual who can be identified: (a) from those data, or (b) from those data and other information which is in the possession of, or is likely to come into the possession of, the Data Controller, and includes any expression of opinion about the individual and any indication of the intentions of the Data Controller or any other person in respect of the individual;

"Referee"

company or individual that "Supplier" has served and is willing to provide written testament of opinion about "Supplier";

"Supplier"

means the Supplier requesting Business Link Services hereunder by providing the Supplier Data;

"Supplier Brokerage Service"

means a database of suppliers which Business Link in the East of England uses to identify suppliers offering the services its customers need to help start, develop and grow their businesses.

"Supplier Data"

means the information to be provided by the Supplier to Business Link, this information may include Personal Data;

"Supplier Services"

means the services to be provided by the Supplier to the Client where the Client was referred to the Supplier pursuant to this Contract;

"Username"

means the name used to identify yourself when logging into the Supplier Brokerage Service.

"in writing"

Includes a notification by letter, facsimile or e-mail.

3. Disclaimer and limitation of liability

3.1 Business Link shall endeavour to ensure that all information on the Website is accurate.

3.2 Business Link gives no warranty or assurance about the content of the Website. As the Website is under constant development its contents may be incorrect or out-of-date and are subject to change without notice. While Business Link makes every effort to ensure that the

content of the Website is accurate, Business Link cannot accept liability for the accuracy of all content at any given point in time.

3.3 Business Link makes every effort to ensure that its computer infrastructure is error and virus free but does not warrant that any material available for downloading from the Website will be free from infection, viruses and/ or other code that has contaminating or destructive properties.

3.4 Neither Business Link nor any of its agents, employees and sub-contractors shall be liable to you or any other party for any claim, loss, demand or damages whatsoever (whether such claims, loss, demands or damages were foreseeable, known or otherwise) arising out of or in connection with the use of the Website or information, content or materials included on the Website.

3.5 In no event shall Business Link or any of its agents, employees or sub-contractors be liable to you for any indirect or consequential loss or damage including, without limitation, any;

3.5.1 loss of actual or anticipated profits (including loss of profits on contracts);

3.5.2 loss of revenue;

3.5.3 loss of Law;

3.5.4 loss of opportunity;

3.5.5 loss of anticipated savings;

3.5.6 loss of good will;

3.5.7 loss of reputation;

3.5.8 loss or damage to or corruption of data;

3.5.9 loss of use of money or otherwise, and whether or not advised of the possibility of such claim, loss, demand or damages and arising in tort (including negligence), contract or otherwise, to the fullest extent permitted by law.

3.6 We do not endorse except where expressly stated by us nor are we responsible for the accuracy or reliability of any opinion, advice services, offers, or other information or content expressed or made available by third parties, including information providers, or users, are those of the authors or distributors and not of us or statement made on the Website.

3.7 Nothing in this Agreement excludes or limits Business Link's liability for:

3.7.1 death or personal injury caused by Business Link's negligence; or

3.7.2 fraud or fraudulent misrepresentation; or

3.7.3 the tort of deceit; or

3.7.4 any other liability which may not be limited or excluded by law.

3.8 Business Link does not warrant that the inclusion on the SBS Database shall guarantee the Supplier the receipt of work from a Client

4 FORMATION OF CONTRACT

When you register your details on the SBS website you become bound by the terms and conditions under which this Agreement operates.

5 DURATION

This agreement shall continue in full effect until terminated in accordance with clause 12 below.

6 PROCESSING OF SUPPLIER DATA

6.1 Business Link agrees that it shall:

6.1.1 process the Personal Data as provided by the Supplier in accordance with the terms of this Agreement and the Data Controller's instructions from time to time;

6.1.2 take appropriate technical and organisational measures against the unauthorised or unlawful processing of the Personal Data and against the accidental loss or destruction of, or damage to, the Personal Data (including adequate back up procedures and disaster recovery systems);

6.1.3 ensure that only such of its employees who may be required by it to assist it in meeting its obligations under the Agreement shall have access to the Personal Data. Business Link shall ensure that all employees used by it to provide the Service have undergone training in the law of data protection and in the care and handling of Personal Data;

6.1.4 process the Personal Data only in accordance with the laws of the United Kingdom;

6.1.5 assist the Data Controller promptly with all subject access requests, which may be received from Data Subjects. The Data Controller shall reimburse Business Link for any reasonable costs, which Business Link incurs in

complying with this requirement to the extent that such costs are not covered by the payment of any charges under this Agreement;

- 6.1.6 not use the Personal Data for any purposes, which may be inconsistent with those notified to the Data Subject on or before the time of collection provided that the Data Controller has previously supplied copies of all such notices to Business Link;
- 6.1.7 be permitted to disclose the Personal Data to Clients and other Suppliers and other relevant Third parties. This is at the specific request of the Data Controller. Business Link will notify the Data Controller when this occurs;
- 6.1.8 promptly carry out any request from the Data Controller requiring Business Link to amend, transfer or delete all or any part of the Personal Data;
- 6.1.9 notify the Data Controller immediately upon receiving any notice or communication from any supervisory of the Personal Data;
- 6.1.10 if requested in writing by the Data Controller from time to time, provide to the Data Controller a copy of the Personal Data in the format and on the media reasonably specified by the Data Controller;
- 6.1.11 if any Personal Data in the possession or control of Business Link become lost, corrupted or rendered unusable for any reason, promptly restore such Personal Data using its back up and/or disaster recovery procedures at no cost to the Data Controller; and
- 6.1.12 not transfer any Personal Data outside the European Economic Area unless authorised in writing to do so by the Data Controller.

7 THE SUPPLIER'S OBLIGATIONS

- 7.1 The Supplier consents to the use of Supplier Data being passed on to prospective Clients or other third parties by Business Link.

- 7.2 The Supplier warrants that the Supplier Data was when given accurate.
- 7.3 The Supplier agrees to regularly update the Supplier Data on the SBS Database. Where the Supplier fails to update their records and a material change is noted which may affect the Client or may hinder Business Link in the provision of its brokerage service, Business Link reserves the right to immediately remove the Supplier from the SBS Database.

8 COPYRIGHT AND OTHER INTELLECTUAL PROPERTY

8.1 The Website contains copyright material, trade names and marks and other proprietary information, including, but not limited to, text, software, photos and graphics ('Content'). The Content is protected by copyright law, registered and unregistered trade marks, database rights and other intellectual property rights.

8.2 Business Link, its licensors, or authorised contributors own the copyright, database right and other intellectual property rights in the selection, coordination, arrangement and enhancement of such Content, as well as in the Content original to it. You may not modify, publish, transmit, participate in the transfer or sale of, create derivative works from, or in any way exploit, any of the Content, in whole or in part except as provided in these Terms of Use.

8.3 You may download information from the Website for your own personal use only. Except as otherwise expressly permitted under copyright law, no copying, redistribution, retransmission, publication or commercial exploitation of downloaded material will be permitted without our express permission or that of the copyright owner. In the event of any permitted copying, redistribution or publication of copyright material, no changes in or deletion of author attribution, trademark legend or copyright notice shall be made. You acknowledge that you do not acquire any ownership rights by downloading copyright material.

9. PRIVACY AND DATA PROTECTION

9.1 Your right to privacy is important to us. The following terms are provided to explain how we collect and use information about you so that you can make an informed choice about using the Website.

9.2 Data protection

9.2.1 Business Link complies with the Data Protection Act 1998 ('the Act'). Business Link will hold your personal data securely in accordance with the Act, under which it is fully registered.

9.2.2 The main purpose of the Act is to contain the possible threat to individuals from the misuse of personal data relating to them held in manual records or on computing equipment. Business Link complies with all requirements of the law on protection of personal data held on computer or in manual records. The same requirements apply to any records held by individual students about identifiable living individuals.

9.3 Collection and use of personal data

9.3.1 Personal data is not stored nor captured through the Website without the prior knowledge and consent of Users. Where personal information is captured (e.g. through web-based forms for feedback, registration, requests, etc), the User will be informed as to what personal information is being collected, who will use it, and for what purpose(s) it will be used.

9.3.2 Any personal data that you give us will be treated with the utmost care and security. We will hold your personal information on our systems for as long as it is still used for the purpose stated when originally requested.

9.3.3 Business Link is keen to strike a fair balance between your personal privacy and ensuring that you obtain full value from the products and services it provides, while ensuring that it complies with all protection the Data Protection Act 1998 ('the Act') affords to you. Business Link will hold your personal data securely in accordance with the Act, under which it is fully registered.

9.3.4 Should you request that we amend or suppress records containing your personal data, we will endeavour to do so as promptly as practical. However, you may receive communications for a transitional period while we process your records.

9.3.5 The Act gives you the right to see the personal information Business Link holds on you.

9.4 Cookies

9.4.1 This Website uses cookies, a small piece of information stored on your computer in the form of a file, to facilitate access to restricted areas and to monitor usage by tracking which URLs are accessed and the sequence in which they are accessed.

9.4.2 This Website does not use cookies to store personal data. Cookies are used to store a unique reference number for each visitor to the Website, which allows one visitor to be distinguished from another.

9.4.3 You should note that if a User sets up his or her browser to reject the cookie, he or she may still use the Website, although functionality may be impaired.

9.5 Log files

9.5.1 Continuous logs are kept of requests received by the Website's web servers as it is accessed. These logs are used to analyse usage of the Website.

9.5.2 Logs are maintained both by Business Link and third parties contracted by Business Link.

9.5.3 Each log entry includes the internet protocol (IP) address of the client used (typically, though not necessarily, the IP address of the personal computer (PC) used), the type of client used (typically, though not necessarily, the type and version of web browser used), the URL of the page (or object) requested, the URL of the previous page (or object) requested (known as the 'referrer' and could relate to this Website or another), and the reference number stored in a cookie created by the Website (if one exists). Business Link logs additionally contain the username used to access restricted areas of the Website. This username is not collected by nor shared.

9.5.4 Business Link is only able to link log entries to individuals where it holds personal data that can be associated with log entries using IP address, username, or reference number from cookies. This is only possible in relation to Users connected directly to the Business Link network (i.e. using a Business Link IP address) and Users using a Business Link account (i.e. using a Business Link username). We will only use this information to identify you where we are required to by law or where we suspect that there has been a breach of the law or of these Terms of Use.

10 USER NAMES and PASSWORDS

10.1 You are solely responsible in all respects for all use of and for protecting the confidentiality of any username and passwords that may be given to you or selected by you for use on our Website. You may not share these including details of the URL containing your login details to any third party.

10.2 You must notify us immediately of any unauthorised use of them or any other breach of security regarding our Website that comes to your attention.

11. ACCESSIBILITY

11.1 Business Link seeks to ensure that people are treated equally regardless of age, disability, race, nationality, ethnic or national origin, gender, religion, sexual orientation or personal circumstances. Business Link does its best to ensure that the Website is accessible to all its users and potential users, including but not limited to users with disabilities e.g. visual impairments, cognitive impairments, motor impairments etc.

11.2 Access to our Website is permitted on a temporary basis, and we reserve the right to withdraw or amend the service we provide on the Website without notice. We will not be liable if for any reason the Website is unavailable at any time or for any period.

12 TERMINATION

12.1 Either party may at any time terminate the Agreement by serving 14 days' written notice on the other party.

12.2 Business Link reserves the right to remove a supplier from the database following substantiated complaint from a brokered client after giving 14 days notice:

12.3 Where a supplier is pending removal from the database, the supplier may appeal by formal application addressed to the Director of Business Services. Business Link reserves the right to be the final arbiter in any such instance.

12.4 In the event of any termination of the Agreement, Business Link shall:

12.4.1 Subject to clause 4, immediately cease processing the Personal Data; and

12.4.2 Promptly destroy all copies of the Personal Data and notify the Data Controller that it has done so, unless Business Link is prevented by law or any regulatory authority from destroying or returning all or part of such data, in which case Business Link shall keep such data confidential and shall not process it further.

12.5 Termination of the Agreement for whatever reason shall not affect the accrued rights or obligations of either party arising out of the Agreement and all provisions which are expressed to survive the Agreement (or impliedly do so) shall remain in full force and effect.

13 USE OF THE BUSINESS LINK BRAND AND/OR LOGO

13.1 The Department for Business, Innovation and Skills (BIS) owns the Business Link brand and regulates its use. Unauthorised use of the Business Link brand is strictly prohibited.

13.2 With reference to paragraph 13.1 above Registered Business Link Supplier Brokerage Service (SBS) Suppliers may **NOT** use the Business Link logo in any other form than that specified in sub clause 13.3 below.

13.3 Suppliers registered on the Business Link Supplier Brokerage Service (SBS) are only permitted to use the following phrase/wording to describe their relationship with Business Link's Supplier Brokerage Service :

“Registered with the Business Link Supplier Brokerage Service”

For the avoidance of doubt the Business Link Logo and the above phrase/wording must at all times be used together. Suppliers shall not use the Logo without the specified wording and vice versa. You may obtain permission to use the logo by sending an email giving details of the purpose for the intended use to: a.lottering@businesslinkeast.org.uk.

Unauthorised/incorrect use of the Business Link branding will result in removal from the SBS in accordance with clause 12 above.

13.4 Suppliers whose status on the SBS is either Draft or Dormant are strictly precluded from using the above phrase/wording or any other phrase/wording which may imply a relationship with Business Link.

13.5 Suppliers in breach of clauses 13.2, 13.3 or 13.4 shall be liable for termination from the SBS subject to clause 12 above.

14 ASSIGNMENT AND SUBCONTRACTING

Business Link shall not assign, subcontract or otherwise transfer its rights or obligations under the Agreement in whole or part to any third party (or purport to do so) without the prior written consent of the Data Controller.

15 GENERAL

15.1 Nothing in this Agreement shall be construed as creating a employer/employee, partnership, joint venture or agency relationship between the parties.

15.2 The Agreement forms the whole agreement between you and us. You acknowledge that you have not entered into this Agreement in reliance upon any warranty or representation made by us or any other person and you waive any rights to damages/ rescission you may have for misrepresentation (other than a fraudulent misrepresentation) that is not contained in this Agreement.

15.3 If any provision or term of these Terms of Use shall become or be declared illegal, invalid or unenforceable for any reason whatsoever, such term or provision shall be divisible from the other terms and conditions and shall be deemed to be deleted from them.

15.4 Failure by either party to exercise any right or remedy under this Agreement does not constitute a waiver of that right or remedy.

15.5 Any formal legal notices should be sent to us at the address at the end of these Terms of Use by email confirmed by post.

15.6 Failure by us to enforce a right does not result in waiver of such right.

15.7 You may not assign or transfer your rights under this Agreement.

15.8 We reserve the right to bar Users from the Website and/ or specific web pages, on a permanent or temporary basis at our discretion. Any such User shall be notified and must not then attempt to use the Website under any other name or through any other User.

16 THIRD PARTY RIGHTS

A person who is not party to the Agreement shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Agreement. This clause 6 does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that act.

17 GOVERNING LAW

These Conditions shall be governed and construed in accordance with the Laws of England. This Agreement can however be accessed from other places around the world. Although these places may have different laws from those of England, the Supplier providing the Supplier Data agrees that the laws of England, without regard to rules relating to conflict of laws, will apply to all matters relating to the Supplier's use of Business Link Services. Business Link and the Supplier agree to submit to the exclusive jurisdiction of the English courts.