

## Local Supply Chain website (Terms of Use)



### Version Control

Version Number	Date	Approved by
1.00	2 <sup>nd</sup> January 2018	CEO
1.01	3 <sup>rd</sup> January 2019	CEO

This document, together with the documents referred to on it, sets out the terms on which you may use [www.localsupplychain.co.uk](http://www.localsupplychain.co.uk) (the "Website").

**You should read these terms carefully.**

**If you do not agree to these terms please do not use the Website.**

Use of the Website includes accessing, browsing, or registering to use the Website

By using the Website, you indicate that you accept and agree to comply with:

- these **Terms of Use**, and;
  - our **Acceptable Use Policy**  
<http://www.localsupplychain.co.uk/documents/LSCAcceptableUsePolicy.pdf>
  - our **Privacy Policy**  
<http://www.localsupplychain.co.uk/documents/LSCPrivacyPolicy.pdf>
  - our **Terms and Conditions** applicable to your registration and use of the Website as a:
    - **Buyer**  
<http://www.localsupplychain.co.uk/documents/LSCBuyerTermsAndConditions.pdf>
    - **Supplier**  
<http://www.localsupplychain.co.uk/documents/LSCSupplierTermsAndConditions.pdf>

### Information about us

The Website is owned and managed by Firefly Online Limited  
We are registered in England and Wales under company number 06481401 with a registered office address at Totemic House, Springfield Business Park, Caunt Road, Grantham, Lincolnshire, NG31 7FZ.

Our VAT number is 930 2787 25

## **Accessing and using the Website**

You may access the Website, but we reserve the right to amend or withdraw the service that we provide on the Website without prior notice. We may also suspend or terminate access to the Website and it may be unavailable at any time or for any period.

We do not warrant that the Website is virus free and we accept no responsibility for any infection by virus or other contamination.

We do not act as an agent for any Members or other users of the Website.

The Website is provided on an as-is and as-available basis. We may modify and amend the Website at any time and you should not rely on the Website to provide any functionality which is critical to your business or store any data on it in the expectation that it will always be retrievable.

## **Intellectual property rights**

We are the owner or the licensee of all intellectual property rights in the Website, and in the content and material posted on the Website. These works are protected by copyright laws around the world and all rights are reserved.

A Member may print or download extracts from the Website for internal use and discussion only. Members must not modify or reuse such extracts and the status of the author of the content must be acknowledged.

Non-Members must not use any part of the content or materials we publish on the Website for commercial purposes without our prior written approval.

## **Reliance on information we post to the Website**

The Website and materials we post are provided for information purposes only and are not intended to amount to advice on which reliance should be placed. Such material is provided without any guarantees, conditions or warranties that it is accurate, complete or up-to-date. We are under no obligation to update the Website or the materials we post at any time.

We require Members to comply with our Acceptable Use Policy, but you acknowledge and accept that it is possible that Member generated content which is posted on the Website may still fall below the standards that we expect and that we do not review all content that is posted and are not liable for any Member generated content. By operating the Website, we do not represent or imply that we endorse any Member generated content, or give any warranty that such material is accurate, reliable, unobjectionable or harmless.

The reliance which you may place on Member generated or posted content will be determined by the terms of any contract you subsequently enter with that Member.

## **Our liability**

Nothing in these terms shall limit or exclude any liability for death or personal injury caused by our negligence, for our fraud or our fraudulent misrepresentation or for any other liability which cannot be properly excluded under English law. Also, where a conflicting clause appears in the Client, Contractor or Supplier

Terms and Conditions and the loss in question arises through your capacity as a Client, Contractor or Supplier, as the case may be, those terms will take precedence.

We disclaim all liability and responsibility arising from any reliance placed on the Website and materials we publish by any user of the Website, or by anyone who may be informed of any of the contents. To the extent permitted by law, we exclude all conditions, warranties, representations or other terms which may apply to the Website or any content on it, whether express or implied.

We shall not be liable for any loss or damage, whether arising in contract, tort (including negligence), breach of statutory duty or otherwise, even if foreseeable, incurred by any user in connection with the use, inability to use, or results of the use of the Website, any other website linked to them and any materials posted on or made available through them. In any event, we shall have no liability for any loss of profits, anticipated savings, business opportunity, goodwill or loss of or damage to (including corruption) data (in each case whether direct or indirect) or any indirect or consequential losses, howsoever arising.

We will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of the Website or to your downloading of any material posted on them, or on any website linked to them.

### **Information about you and your visits to the Website**

You accept that we may monitor any communications made through the Website and may store content posted to the Website and communications made to us or through the Website.

We process information about you in accordance with our Privacy Policy and, by using the Website, you consent to such processing.

### **Linking to the Website**

You may not link to the Website without our written consent (which may be provided by email). Any website from which you are linking must comply in all respects with the standards set out in our Acceptable Use Policy. You must not link to the Website in any way which would suggest any form of association, approval or endorsement on our part where none exists. Our Website must not be framed on any other site. You may seek permission to link to the Website by emailing us at [support@localsupplychain.co.uk](mailto:support@localsupplychain.co.uk).

We reserve the right to withdraw linking permission without notice.

### **Links from the Website**

Where the Website contains links to websites and resources provided by third parties, these links are provided for your information only. We have no control over the contents of those websites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them.

### **Jurisdiction and applicable law**

These terms of use are subject to English law and the Courts of England and Wales shall have jurisdiction over any claim arising from or in relation to them.

### **Amending the Terms Of Use**

We may revise these terms of use at any time by amending this page. You should check this page from time to time to take notice of any changes that we made, as they are binding on you. If the changes are significant, we may provide a more prominent notice including, if appropriate, by email notification.

### **Your concerns**

If you have any concerns about our Website content, please contact [support@localsupplychain.co.uk](mailto:support@localsupplychain.co.uk). You should be aware that we do not accept responsibility for Member generated content and we do not guarantee that we will take down any material at any time.