

# TERMS AND CONDITIONS FOR THE SUPPLY OF DIRECTORY SERVICES

Your attention is particularly drawn to the exclusions and limitations of liability at clause 10

## 1. DEFINITIONS

1.1 When the following words with capital letters are used in these Terms, this is what they will mean:

1.1.1 “Directory Services” means the provision of a Provider Listing on the Leeds Directory;

1.1.2 “Event Outside Our Control” is defined in clause 11.2;

1.1.3 “Leeds Directory” means the website at [www.leedsdirectory.org](http://www.leedsdirectory.org);

1.1.4 “Provider Listing” means any advertisement for services around the home and garden, on a one to one basis in the community, personal care or trades on the Leeds Directory;

1.1.5 “Terms” the terms and conditions set out in this document; and

1.1.6 “We/Our/Us” means Leeds City Council, Merrion House, 110 Merrion Centre, Leeds, LS2 8BB.

1.2 When We use the words “writing” or “written” in these Terms, this will include e-mail unless We say otherwise.

## 2. BACKGROUND

2.1 The Leeds Directory is a Leeds City Council service and is a source of information on a range of services, organisations and activities which support people’s health and wellbeing which can be accessed via our website [www.leedsdirectory.org](http://www.leedsdirectory.org) or telephone helpline 0113 3784610. (The website is hosted by a third party and you may have to accept the third party’s terms and conditions when using the website)

2.2 You acknowledge that organisations providing services around the home and garden, on a one to one basis in the community, personal care or trades are checked and vetted before being listed on the Leeds Directory.

2.3 These Terms incorporate and are to be read in conjunction with the Green Tick Criteria and the Code of Good Practice (copies of which are provided at Appendix 1). If there is any conflict between these terms and the Green Tick Criteria or Code of Good Practice these Terms will prevail.

## 3. OUR CONTRACT WITH YOU

3.1 A contract for the supply of Directory Services by Us to you on these Terms will be formed when we indicate that we accept your request for Directory Services. For the avoidance of doubt, we are under no obligation to accept your request for Directory Services.

## 4. PROVIDING DIRECTORY SERVICES

4.1 We will supply the Directory Services to you from the date We begin to provide the Directory Services for a period of 1 year which may be renewed annually on agreement between you and Us. We will contact you before the expiry of this 1 year term with a renewal reminder, if you do not confirm that you wish to renew your Provider Listing this agreement will terminate.

4.2 We will need certain information from you that is necessary for Us to provide the Directory Services, for example, information about the type of services you provide. We will contact you about this. If you do not, after being asked by Us, provide Us with this information, or you provide Us with incomplete or incorrect information, We may suspend the Directory Services by giving you notice. We will provide you with a copy of the content of your Provider Listing before it is published on the Leeds Directory to confirm that the information is correct. We will not be liable for any delay or non-performance where you have not provided this information to Us, or confirmed that the information is correct after We have asked.

4.3 We own the copyright, design right and all other intellectual property rights in the Leeds Directory. You acknowledge that copyright in the Leeds Directory vests in Us and you will take any action that is required to perfect our ownership of the same.

4.4 You own the copyright in the content of the Provider Listing and You grant to Us, and our service providers, for the duration of your Provider Listing, a worldwide, irrevocable, royalty free, fully paid up, transferable, non-exclusive licence (and right to sublicense) to copy, reproduce, use, communicate to the public, publish, distribute, transmit, stream, download, adapt, modify and reformat all such intellectual property rights (including any data, copyright works and any other materials) for the purposes of:

4.4.1 providing the Directory Services to you; and

4.4.2 displaying the Provider Listing by any means, and across any media whether now known or invented after the date of publication of your Provider Listing.

4.5 You indemnify Us against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all and other reasonable professional costs and expenses) suffered or incurred by Us arising out of or in connection with any claim made against Us for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with the Provider Listing.

## 5. YOUR OBLIGATIONS

5.1 You will at all times while you have a Provider Listing:

5.1.1 comply with these Terms and with the Leeds Directory Code of Good Practice and Green Tick Criteria, set out in Appendix 1;

5.1.2 co-operate with Leeds City Council and Leeds Safeguarding Adults Partnership in any investigation in relation to safeguarding or abuse;

5.2 If you wish to have a Provider Listing on the Leeds Directory your listing must not be used:

5.2.1 In any way that breaches any applicable local, national or international law or regulation;

5.2.2 In any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect;

5.2.3 For the purpose of harming or attempting to harm minors in any way; and

5.2.4 To transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam).

5.3 Your Provider Listing must:

5.3.1 Be accurate (where they state facts);

5.3.2 Be genuinely held (where they state opinions); and

5.3.3 Comply with applicable law in the UK and in any country from which they are posted.

5.4 Your Provider Listing must not:

5.4.1 Contain any material which is defamatory of any person;

5.4.2 Contain any material which is obscene, offensive, hateful, inflammatory, or promote sexually explicit material, any illegal activity violence or discrimination based on race, sex, religion, nationality, disability, sexual orientation or age;

5.4.3 Infringe any copyright, database right or trade mark of any other person;

5.4.4 Be likely to deceive any person;

5.4.5 Be made in breach of any legal duty owed to a third party, such as a contractual duty or a duty of confidence;

5.4.6 Be threatening, abuse or invade another's privacy, or cause annoyance, inconvenience or needless anxiety;

5.4.7 Be likely to harass, upset, embarrass, alarm or annoy any other person;

5.4.8 Be used to impersonate any person, or to misrepresent your identity or affiliation with any person;

Updated February 2019

5.4.9 Give the impression that they emanate from Us, if this is not the case; and

5.4.10 Advocate, promote or assist any unlawful act such as (by way of example only) copyright infringement or computer misuse.

5.5 For the avoidance of doubt We do not endorse or recommend any Provider Listing or content contained within a Provider Listing.

## 6. **VETTING**

6.1 To provide the Directory Services we will vet you and the services you provide in advance of publishing the Provider Listing on the Leeds Directory.

6.2 You agree to Us undertaking this vetting process and you will provide Us with any information We need to complete the vetting process.

6.3 You agree to Us checking against the West Yorkshire Trading Standards Service complaints database as part of the vetting process.

6.4 If you do not pass Our vetting process We may, at our absolute discretion, refuse to provide you with a Provider Listing.

## 7. **IF THERE IS A PROBLEM WITH THE DIRECTORY SERVICES**

7.1 We will use our reasonable endeavours to ensure that the Leeds Directory is available, but We will not be liable to you if for any reason the Leeds Directory is unavailable at any time or for any period.

7.2 We do not guarantee that the Directory Services, or your Provider Listing, will always be available or be uninterrupted. We may suspend, withdraw, discontinue or change all or any part of the Leeds Directory without notice.

7.3 In the unlikely event that there is any defect with the Directory Services or Leeds Directory:

7.3.1 please contact Us and tell Us as soon as reasonably possible;

7.3.2 please give Us a reasonable opportunity to repair or fix any defect; and

7.3.3 We will use every effort to repair or fix the defect as soon as reasonably practicable.

## 8. **COMPLAINTS**

8.1 If We receive a complaint from one of your customers about the services that you provide you will co-operate in any investigation of that complaint that We or other third parties may make. Information about how We deal with complaints is contained in Our Complaints Policy Leaflet, which We may change from time to time. A copy of this document is available on request.

8.2 We may keep a record of all complaints and signpost the complainant to the relevant regulatory body or advisory service, such as the Care Quality Commission, Health & Care Professions Council, TrustMark or the Citizens Advice Consumer Service.

8.3 Where a complaint relates to safeguarding concerns We will report the complaint to Leeds City Council, LCC Safeguarding Adults Partnership and any other relevant agency, including but not limited to the police.

8.4 We may pass information about You to West Yorkshire Trading Standards Service ("WYTSS") and make enquiries with WYTSS about You. This may be in relation to vetting or in respect of a complaint we have received about You. You give Us permission to receive details from WYTSS of any complaints about You that have been lodged with WYTSS, but only for the purposes of investigating a complaint.

8.5 We may remove or suspend your Provider Listing if we receive a complaint about the services you have provided, this may relate to information provided to us by your customers, Leeds City Council or LCC Safeguarding Adults Partnership. The suspension, removal and re-listing of a provider will be solely at Our discretion. We may make the decision to suspend, remove or re-list a provider in consultation with LCC Safeguarding Adults Partnership, but always at Our sole discretion.

8.6 We are under no obligation to provide you with the details of a complaint if to do so would jeopardise an ongoing investigation by any organisation or person into that complaint.

Updated February 2019

## 9. **OUR LIABILITY TO YOU**

9.1 We will have no Liability to you for any:

- 9.1.1 loss of profit (whether direct, indirect or consequential);
  - 9.1.2 loss of revenue, loss of production or loss of business (in each case whether direct, indirect or consequential);
  - 9.1.3 loss of goodwill, loss of reputation or loss of opportunity (in each case whether direct, indirect or consequential);
  - 9.1.4 loss of anticipated savings or loss of margin (in each case whether direct, indirect or consequential);
  - 9.1.5 liability that you have to third parties (whether direct, indirect or consequential); or
  - 9.1.6 indirect, consequential or special loss,
- subject always to clause 11.3.

9.2 We do not exclude or limit in any way Our liability for:

- 9.2.1 death or personal injury caused by Our negligence or the negligence of Our employees, agents or subcontractors;
- 9.2.2 fraud or fraudulent misrepresentation;
- 9.2.3 breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession);
- 9.2.4 breach of the terms implied by sections 3, 4 and 5 of the Supply of Goods and Services Act 1982 (description, satisfactory quality, fitness for purpose and samples); and
- 9.2.5 defective products under the Consumer Protection Act 1987.

## 10. **EVENTS OUTSIDE OUR CONTROL**

10.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of Our obligations under these Terms that is caused by an Event Outside Our Control.

10.2 An Event Outside Our Control means any act or event beyond Our reasonable control.

10.3 If an Event Outside Our Control takes place that affects the performance of Our obligations under these Terms:

- 10.3.1 We will contact you as soon as reasonably possible to notify you; and
- 10.3.2 Our obligations under these Terms will be suspended and the time for performance of Our obligations will be extended for the duration of the Event Outside Our Control. Where the Event Outside Our Control affects Our performance of Directory Services to you, We will restart the Directory Services as soon as reasonably possible after the Event Outside Our Control is over.

## 11. **YOUR RIGHTS TO CANCEL**

11.1 You may cancel these Terms at any time by providing Us with notice in writing which should be sent to 4<sup>th</sup> Floor east, Merrion House, 110 Merrion Centre, Leeds LS2 8BB.

## 12. **OUR RIGHTS TO CANCEL**

12.1 We have the right to cancel a request for Directory Services before the Directory Services start.

12.2 We may cancel or suspend these Terms for Directory Services and subsequently remove a Provider Listing at any time with immediate effect by giving you written notice.

## 13. **INFORMATION ABOUT US AND HOW TO CONTACT US**

13.1 .Our address is 4<sup>th</sup> Floor east, Merrion House, 110 Merrion Centre, Leeds, LS2 8BB

Updated February 2019

- 13.2 If you have any questions or if you have any complaints, please contact Us. You can contact Us by telephoning Us at 0113 378 4610 or by e-mailing Us at leedsdirectory@leeds.gov.uk.
- 13.3 If you wish to contact Us in writing, or if any clause in these Terms requires you to give Us notice in writing (for example, to cancel the contract), you can send this to Us by e-mail, by hand, or by pre-paid post to the address set out in clause 13.1. We will confirm receipt of this by contacting you in writing. If We have to contact you or give you notice in writing, We will do so by e-mail, by hand, or by pre-paid post to the address you provide to Us.
14. **NOT USED**
15. **OTHER IMPORTANT TERMS**
- 15.1 We may transfer Our rights and obligations under these Terms to another organisation, but this will not affect your rights or Our obligations under these Terms.
- 15.2 You may only transfer your rights or your obligations under these Terms to another person if We agree in writing.
- 15.3 This contract is between you and Us. No other person shall have any rights to enforce any of its terms.
- 15.4 Each of the paragraphs of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- 15.5 If We fail to insist that you perform any of your obligations under these Terms, or if We do not enforce Our rights against you, or if We delay in doing so, that will not mean that We have waived Our rights against you and will not mean that you do not have to comply with those obligations. If We do waive a default by you, We will only do so in writing, and that will not mean that We will automatically waive any later default by you.
- 15.6 These Terms are governed by English law. You and We both agree to submit to the non-exclusive jurisdiction of the English courts.
16. **ACCEPTANCE**
- 16.1 Please sign the registration form and return it to us to confirm your acceptance of the terms contained in this document.
- 16.2 If for whatever reason you do not confirm your acceptance of these terms we will treat the fact that you agree to us supplying the Provider Listing as deemed acceptance of the terms contained in these Terms.

**SIGNED FOR AND BEHALF OF LEEDS CITY COUNCIL/ LEEDS DIRECTORY**

**SIGNED FOR AND BEHALF OF**

**ORGANISATION NAME:**

**POSITION:**

**PRINT NAME:**

**SIGNATURE:**

**DATE:**

Updated February 2019