

WEST LANCASHIRE DISTRICT COUNCIL 'LET'S TALK BUSINESS' FORUM

Terms and Conditions of Use

1. By using this Forum and site, you agree to be legally bound by these Terms of Use, which shall take immediate effect upon registering with the Forum. If you do not agree to be legally bound you cannot use this Forum.
2. (i) Users intending to post messages/postings on the Forum will need to provide a valid email address, business name and business address for each posting.

These details may be used to contact users who breach these terms of Use and to ensure that there is no impersonation of others and these details will also be automatically entered onto the West Lancashire Business Directory which will allow West Lancashire District council ("the Council"), members of the public and other organisations to view your business details and to contact you.
- (ii) Postings to the Forum and information on the Business Directory will be viewed by any organisation or person accessing the site.
3. The Council makes no warranties, representations or undertakings about any of the content of this Forum or site including without limitation, the quality, accuracy, completeness or fitness for purpose of such content.
4. The Council makes no claim that the functions contained in this Forum and site content will be uninterrupted or error free, that defects will be corrected, or that this Forum, site or the server that makes it available are free of viruses or bugs.
5. The Council cannot accept responsibility for loss or damage incurred from the use, or interruption thereof, of information contained on this Forum or site whether foreseen, foreseeable, known or otherwise including loss of data, loss of revenue or anticipated profits, loss of business, loss of opportunity, loss of goodwill or injury to reputation, losses suffered to third parties.
6. Posting of your contribution to our Forum or site does not in any way indicate the Council's approval or endorsement of the content of your posting.
7. Prior to posting the Council will view comments and the Council reserves the right to determine whether or not to post your contribution to the Forum or site. The Council also reserves the right to decide where it will appear, when and for how long the posting will remain. In addition, the Council reserves the right to edit any post.

8. You will agree to post material that is newsworthy and encourage sensible and constructive discussion on matters occurring in the West Lancashire.

You must **NOT** submit or post :

- (i) material that is or may be blasphemous, defamatory, discriminatory, indecent, obscene, offensive, unlawful or vulgar
 - (ii) confidential information
 - (iii) racial, ethnic, nationality, gender based, sexuality based or any other personal discriminatory material
 - (iv) material that is overtly political
 - (v) pornography
 - (vi) intentionally seek to disrupt other users of the service – such as spamming
 - (vii) infringe any laws
 - (viii) contribute material with the intention of committing or promoting an illegal act or acts
 - (ix) upload “exe” files or files that contain viruses, corrupted files, or any other similar software or programs that may adversely affect the operation of another’s computer or the data stored on it
 - (x) advertise to offer to sell any goods or services, conduct any lottery, prize draw or competition or any other game
 - (xi) impersonate others
 - (xii) use inappropriate user names
9. You will indemnify the Council against any legal fees, damages and other expenses that may be incurred by the Council as a result of your breach any of these conditions.
10. Any impersonation of another member of the public, Organisation or Council employee within this Forum, in any mode of communication, is strictly prohibited and will result in a permanent ban from using this Forum.
11. We assume no responsibility for the timeliness, mis-delivery, deletion or failure to store any contribution to the Forum or site.
12. We make no commitment as to whether anyone will visit this Forum or site or view your contribution.
13. Your contribution must be your own original work. You must not copy, plagiarise, violate or infringe other parties’ intellectual property rights, e.g. copyright.
14. By submitting the posting you agree to the copying of your material by us or users of our Forum or site for any lawful purpose and you provide the Council with a perpetual, royalty-free, non-exclusive, sub-licensable right and license to use and reproduce.
15. Do not use this Forum for complaints. Complaints against the Council shall not be posted on the Forum. Complaints should be forwarded to the relevant department and the Corporate Complaint procedure will be followed. Any complaints posted on the Forum will not be responded to.

16. Initial requests for recorded information, or those enquiries which meet the test applicable to the Freedom of Information Act 2002 will not be posted on the Forum. Freedom of Information requests will be dealt with in line with the Council's Freedom of Information Policy. In accordance with the Act responses will only be addressed to the applicant.
17. These Terms of Use shall apply to each contribution you make. These terms may be changed without notice to you. Please review these terms regularly to ensure you are aware of any changes made by the Council. Your continued use after changes are posted means that you agree to be legally bound by these terms as updated and/or amended.
18. If you breach these Terms of Use you will be sent an email, which informs you why your contribution has been failed or edited. This mail may also include a warning that continuing to break the rules may result in action being taken against your account/accounts. This action may include the account/accounts being given a temporary or permanent suspension of your ability to participate in the Forum.

If the breach is due to sending offensive, inflammatory, discriminatory or other information as identified in Condition 7 above, the Council may use whatever information that is available to it about you to stop any further infringements, this may include informing relevant third parties.
19. The Council reserves the right, without notice, to suspend or close the Forum and no liability shall attach to the Council as a result of any detriment or loss suffered by any user as a result of this closure or suspension.
20. By sharing details and information about businesses the Council does not endorse any of those Companies and the Council does not vouch or warrant the accuracy of the information and the Council accepts no liability for any losses suffered, whether direct or indirect, as a result of placing reliance on this information.
21. These Terms of Use are governed by the laws of England and Wales and both this Forum and users of this Forum submit to the exclusive jurisdiction of the Courts of England and Wales.

External Links Disclaimer

West Lancashire District Council is not responsible for any of the content on any external websites.