

Traded.dudley.gov.uk web page usage terms and conditions

Welcome to our website. If you continue to browse and use this website, you are agreeing to comply with and be bound by the following terms and conditions of use, which together with our privacy policy govern Dudley Metropolitan Borough Council's relationship with you in relation to this website. If you disagree with any part of these terms and conditions, please do not use our website.

The term 'Dudley Metropolitan Borough Council' or 'us' or 'we' refers to the owner of the website whose registered office is The Council House, Priory Road Dudley DY1 1HF. The term 'you' refers to the user or viewer of our website.

The use of this website is subject to the following terms of use:

The content of the pages of this website is for your general information and use only.

It is subject to change without notice. Neither we nor any third parties provide any warranty or guarantee as to the accuracy, timeliness, performance, completeness or suitability of the information and materials found or offered on this website for any particular purpose. You acknowledge that such information and materials may contain inaccuracies or errors and we expressly exclude liability for any such inaccuracies or errors to the fullest extent permitted by law.

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Unauthorised use of this website may give rise to a claim for damages and/or be a criminal offence.

From time to time, this website may also include links to other websites. These links are provided for your convenience to provide further information. They do not signify that we endorse the website(s). We have no responsibility for the content of the linked website(s).

Your use of this website and any dispute arising out of such use of the website is subject to the laws of England, Northern Ireland, Scotland and Wales.

Members Areas

Introduction

The website is owned, operated and maintained by Dudley Metropolitan Borough Council (DMBC). DMBC provides a Membership Service that enables those who buy back the specified Traded Services to:

Access the membership section of the website including guidance and template documents

Receive regular updates, via a newsletter and email alerts

Interact with other members, via the website, where this facility is provided.

Ask questions of and receive feedback from the service

By registering and using the Membership Service you agree to be bound by these Terms and Conditions.

Registration and Membership

All applications for Membership are made via the website. By submitting the application online, the Member is deemed to have firstly agreed to buy back the service as specified in the Traded Services brochure or agreement with the service provider.

A Member is anyone who registers on the website, as an individual or as part of their organisation, who has confirmed they are buying back the specified service.

DMBC reserves the right at all times and at its absolute discretion to accept or reject applications for Membership as it feels appropriate.

Upon registration you will be granted access to the Members area and gain access to the relevant membership services.

Membership is for the period of your service contract only and to continue Membership you must buy back the relevant service.

DMBC may terminate your Membership in accordance with these Terms and Conditions, and you shall not be entitled to a refund of any part of fees paid or payable.

Membership fees are reviewed annually in alignment with the service contract arrangements.

Membership area access

Members can use their Membership login to enter the Member-only area of the website.

Within this Members-only area, Members will have access to various resources and facilities.

Upon registration a Profile for each Member will be created in the Members Section. This is mandatory and will include your name and organisation.

Members may be asked to provide additional details to validate the registration such as confirmation that the service has been ordered and payment made.

Information held on the Members' Area pages is subject to DMBC's Copyright Policy and you download and utilise this material in accordance with that Policy.

Members' Responsibilities

All registration details that the Member provides to us are true and correct and you will keep the information updated.

If and when the service facilities are provided, you will be responsible for all the information which you post, upload or display on the Website, and will only upload information that you own all intellectual property rights to, or that you have a licence / permission from the owner.

You will not post any material which is false, defamatory, inaccurate, abusive, vulgar, harassing, obscene, threatening, invasive of a person's privacy, pornographic, or otherwise in violation of any UK laws relating to on-line conduct and with any applicable international laws.

You will not upload, post or otherwise display any content which contains software viruses, or any that contains chain letters, bulk mail, junk mail, spam or similar.

You will not post any material or comments which make any commercial endorsement, or promote any commercial product, service, event or publication.

You are solely responsible for how you interact with other users of the Website.

You agree to indemnify DMBC in full and on demand against any loss, damage, costs or expenses which we suffer or incur directly or indirectly as a result of your use of the Website and the Membership Service.

It is your responsibility to keep your password and log-in details confidential. Our security measures depend on you complying with this obligation, and we are not responsible for any breach of your privacy due to your failure either to keep your password/credentials secure.

If and when Member areas provide this service. Think carefully about the information you disclose on this site. Do not make any information public which you do not want others to see.

If you have a concern about whether there has been a breach of these Terms, please report this via your service providers contact.

You acknowledge that the Internet is not a completely secure medium, and we therefore cannot be responsible for breaches of security arising out of intentional and/or unauthorised attempts to access the Website, for example, by computer hackers.

Amended Terms and Conditions shall become effective as soon as they are placed upon the Website and your continued use of the Website and the Membership Service constitutes acceptance by you of the updated terms.

DMBC's Responsibilities

DMBC may delete, edit, lock, move or remove any content without notice and for any reason and/or to record the IP address from which any content is posted, uploaded or displayed without notice and for any reason, (including, without limitation) content which is in breach of these Terms.

If you are in breach of any of these Terms, DMBC may reveal your identity or any other related information collected on this service, and to the extent that such action constitutes processing for the purpose of the Data Protection Act you hereby consent to such processing.

DMBC disclaims all liability whatsoever whether arising in contract, tort (a wrongful act, whether intentional or accidental, from which injury occurs to another including negligence) as a result of or in connection with the Website and/or the Membership Service for any economic loss, loss of goodwill or reputation, or special or indirect or consequential loss or otherwise and all implied warranties relating to the Website and the Membership Service. In particular DMBC accepts no responsibility for any loss or damage sustained by you as a result, directly or indirectly arising out of:

conduct of any user of the Website

any technical or other failure of the Website

any dealings that you have with any users of the Website and/or the Membership Service

any subsequent arrangements, contracts, agreements or business relationships that you enter into with any person (whether a Member or otherwise) as a result of, or facilitated by your use of the Website or Membership Service

If DMBC is found to be liable to you directly or indirectly in relation to the Website or the Membership Service that liability shall be limited to the annual Contract Fee of the service you have procured.

We will respect the privacy of your data which you supply to us in accordance with our Privacy Policy which forms part of these Terms and Conditions, and in accordance with the Data Protection Act 1998 and any other applicable data protection legislation.

We will use your data to administer your Membership and the Events you may attend.

We may update these Terms and Conditions from time to time at our discretion.