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SOLIHULL FOR SUCCESS Site Information

Information about the solihullforsuccess web site.

This site has been put together by Solihull Metropolitan Borough Council (Solihull MBC) and partner organisations. The aim of the site is to:

- Promote the Borough, the Council and its services.
- Facilitate access to Council services.
- Provide information to residents, users of Council Services, businesses and the general public.

Principal activity: Local Government

Organisation Name: Solihull Metropolitan Borough Council,

Address: Council House, Manor Square

Town: Solihull, B91 9QB

County: West Midlands

Country: England

Web Site: <http://www.solihull.gov.uk>

Disclaimer Introduction

These web pages are regularly updated, but should you find any of the information to be incorrect or feel there is any information that has not been included and would be useful, please let us know by contacting the Business and Employment Team business@solihull.gov.uk. This website is produced in good faith on the basis of information supplied by partners and other external sources. Whilst every effort is made to ensure the accuracy of the information contained herein, changes can occur before and after going to press.

Information supplied to Solihull MBC has not been verified by or for Solihull MBC and therefore Solihull MBC and all or any of its officers, employees, servants or agents give no representation or warranty as to the accuracy of any information contained herein and can take no responsibility for any errors or omissions within the document nor for any contingent liabilities.

General Disclaimer

Great care has been taken in the creation of this website and attempts made to present and maintain accurate and up-to-date information, however inaccuracies may occasionally occur. Solihull Metropolitan Borough Council (MBC) will not be held responsible for any loss, damage or inconvenience caused as a result of any inaccuracy or error within its website pages. If you discover

any information on our pages that you believe to be inaccurate or inappropriate, please let us know emailing business@solihull.gov.uk

The Links on our Website

This website contains links to other websites, both those of government departments and of other organisations. This disclaimer and our privacy statement only applies to our website, so you should always read the privacy statement and disclaimer of any other websites visited.

We have no control over and shall not be responsible for the content of such linked websites. These links are provided for your convenience and do not imply that Solihull MBC endorses or supports those organisations, the information on their pages, or their products or services in any way.

Business Directory and Jobseekers Disclaimer

1 Acceptance of this Agreement

1.1 By accessing this Website and continuing to access it, you agree to be bound by the Conditions as set out in this agreement.

1.2 Only once you have accepted these Conditions are you permitted to receive any of the Services as defined below or continue to use the Website.

1.3 If you do not accept these Conditions then you are not entitled to receive Services on offer on this Website and you should discontinue any use you are making of the Website immediately.

1.4 The agreement between us, following your acceptance of its terms as set out in this Condition, comprises:

(a) these General Terms & Conditions; (b) the Advertiser or User Conditions, as appropriate; and (c) the Website User Agreement

all of which documents and any schedules or appendices to or of them are incorporated into and form part of this Agreement (as defined below) and can be provided upon request.

2. Definitions

"Advertiser" means a person or business advertising via the Website;

"Agreement" means this Agreement between you and us for the provision of Services incorporating the documentation referred to in Condition 1.4;

"Conditions" means the Conditions for the provision of Services set out in this agreement and any special Conditions agreed in writing between us;

"Consumer" where relevant, shall have the meaning ascribed to it in Section 12 of the Unfair Contract Terms Act 1977;

"Services" means the provision by us of the Website together with any services made available to you on the Website ;

"we" or "us" means the Metropolitan Borough Council of Solihull (known as Solihull Metropolitan Borough Council);

“User” means individual users of the Website whether businesses or jobseekers;

“Website” or “site” means www.solihullforsuccess.com and all associated or derivative sites owned or controlled by us; and

“you” means the Advertiser or User who has accessed our Website and who wishes to benefit from the Services on the terms of the Agreement.

2.1 These Conditions shall apply to all business, property, employment and/or tendering opportunities either sought or offered on this site and shall prevail over any other documentation or communication proffered or relied on by you.

2.2 Any variation to these Conditions (including any special Conditions agreed between the parties) shall be inapplicable unless agreed in writing by us.

2.3 Any complaints should be addressed to our address stated in the definitions.

2.4 Any special conditions applying to the provision of the Services will be separately agreed with you and recorded in a discrete document.

2.5 In this Agreement, the singular includes the plural, and vice versa, one gender refers to all genders and headings shall not be used to interpret the Conditions to which they relate.

3 The Services

3.1 We shall perform the Services (more particularly described later in this document or on the Website) with reasonable skill and care.

3.2 However, where applicable and in accordance with the Disclaimer, we do not guarantee that the Services will be uninterrupted, secure or error-free or that any data generated, stored, transmitted or used via or in connection with the Services will be complete, accurate, secure, up to date, received or delivered correctly or at all.

3.3 We may have to suspend the Services for repair, maintenance or improvement. If so, we will restore them as quickly as is reasonably possible.

3.4 Your accessing of the Services is entirely at your own risk and while we take reasonable precautions against viruses and other computer-related problems, we cannot be liable for any loss you incur should your use of or connection to the Website result in any loss or corruption or other damage to your data, software or hardware.

3.5 Nothing in these Conditions shall exclude or limit our liability for death or personal injury resulting from our negligence or that of our agents or employees nor for fraudulent misrepresentation.

3.6 Nothing in this Agreement shall affect your statutory rights.

4 Intellectual Property

4.1 The Website and its content (including without limitation the Website design, text, graphics and all software and source codes connected with the Website and the Services) are protected by copyright, trade marks, patents and other intellectual property rights and laws.

4.2 We do not claim ownership of any materials you post, upload or submit to any publicly accessible area of the Services. However, by doing so you are granting us a world-wide, royalty free, non-exclusive licence to copy, distribute, transmit, reproduce, publicly display, edit, translate or publish such Content for as long as you elect to display such Content via the Website (to including using anything you post by way of comment on any Interactive Service such as a notice board or forum as a testimonial or for other publicity purposes even after you have ceased to display such Content). The licence shall be terminated when such Content is deleted from the Website.

4.3 You agree to indemnify and hold us and our employees and agents harmless from and against any breach by you of this Agreement and any claim or demand brought against us by any third party arising out of your use of the Services and/or any Content submitted, posted or transmitted on the Website, including without limitation, all claims, actions, proceedings, losses, liabilities, damages, costs, expenses (including reasonable legal costs and expenses) howsoever suffered or incurred by us in consequence of your breach of this Agreement .

5 Force Majeure

Neither party shall be liable for any failure or delay in performance of its obligations under this agreement which is caused by circumstances beyond the reasonable control of that party.

6 Survival of Rights

Termination of this agreement shall not affect any rights of the parties accrued up to the date of termination.

7 Entire Agreement

This agreement contains the entire agreement between the parties in respect of (subject matter of agreement) and supersedes any prior written or oral agreement between them relating to it and the parties confirm that they have not entered into this agreement on the basis of any representations that are not expressly incorporated in this agreement. However, nothing in this agreement purports to exclude liability for any fraudulent statement or act.

8 Variation

This agreement may be amended, modified, varied or supplemented by us at any time subject to us informing you in writing of any changes we believe may be relevant to your Contract.

9 No Assignment, Transfer or Sub-contracting

This agreement and all rights under it is personal to the parties and may not be assigned or transferred by you but we will be free to sub-contract the whole or part of our obligations under this agreement should we see fit to do so.

10 No Inducement

Each of the parties acknowledges that, in entering into this agreement, it does not do so in reliance on any representation, warranty or other provision except as expressly provided in this Agreement, and any conditions, warranties or other terms implied by statute or common law are excluded from this Agreement to the fullest extent permitted by law.

11 Further Assurance

Each party to this Agreement shall at the request and expense of the other execute and do any deeds and things reasonably necessary to carry out the provisions of this agreement or any ancillary arrangements to which the parties are contracted.

12 No Waiver

No failure or delay by any party to exercise any right, power or remedy will operate as a waiver of it nor will any partial exercise preclude any further exercise of the same, or of some other right, power or remedy.

13 Severability of Provisions

If any term or provision in this Agreement shall in whole or in part be held to any extent to be illegal or unenforceable under any enactment or rule of law that term or provision or part shall to that extent be deemed not to form part of this agreement and the enforceability of the remainder of this agreement shall not be affected.

14 Remedies Cumulative

The remedies provided in this Agreement are cumulative and not exclusive of any remedies provided by law.

15 Joint and Several Liability

Where you comprise more than one person your obligations and liabilities under this agreement shall be joint and several.

16 No partnership, agency or employment

This Agreement shall not constitute or imply any partnership, joint venture, agency, fiduciary relationship or other relationship between the parties other than the contractual relationship expressly provided for in this Agreement and neither party shall be or be deemed to be the employee or employer of the other party. Neither party shall have, nor represent that it has, any authority to make any commitments on the other party's behalf or to pledge its credit.

17 Warranty of Authority and Freedom to Contract

Each party warrants, agrees and undertakes with the other that:

17.1 it is free to enter into this agreement and grant the other party the rights granted under it and is not under any disability, restriction or prohibition which might prevent the warranting from performing or observing any of its obligations under this agreement.

17.2 it has not entered into and shall not enter into any arrangement which may conflict with this agreement.

17.3 all third party liabilities shall be the sole responsibility of the warranting party and the other party shall not incur any liability for them.

18 Confidentiality and Publicity

Subject to our obligations under the Freedom of Information Act 2000, neither party will make any press or other public announcements concerning any aspect of this agreement, or make any use of the name of the other party in connection with or in consequence of this agreement, without the prior written consent of the other party.

19 Service of Notices

19.1 Any notice required or authorised to be given by either party under this agreement to the other party shall be in writing and shall be sent by pre-paid registered or recorded delivery post, or electronic mail to the other party at the address stated in this agreement or such other address as may be specified by the parties by notice to the other from time to time.

19.2 Any such notice shall operate and be deemed to have been served at the expiration of 2 days after it is posted or on the next working day if transmitted by , electronic mail (subject to production of a transmission report or other electronic record proving successful transmission).

20 Law and Jurisdiction

This agreement and any claims or disputes arising out of or in connection with it shall be governed by and construed in accordance with the law of England and Wales and each party agrees to submit to the exclusive jurisdiction of the courts of England and Wales.

Advertiser Conditions

Property, Vacancy or Tender Opportunity

1. Our Rights

1.1 We reserve the right to withdraw all or any of the Services from the Website at any time.

1.2 We shall not be liable to anyone for withdrawing the Services from the Website or for refusing to process a registration or application.

2. Disclaimer and Limitation of Liability

2.1 Use of the Website/Services is at your own risk. The Website/Services are provided on an "AS IS" and "AS AVAILABLE" basis without any representation or endorsement made and without warranty of any kind whether express or implied, including but not limited to the implied warranties of satisfactory quality, fitness for a particular purpose, non-infringement, compatibility, security and accuracy.

2.2 We give no warranty that the Website/Services will meet your requirements, that the Content will be accurate or reliable, that, in accordance with the general Disclaimer, the functionality of the Website/Services will be uninterrupted or error free, that defects will be corrected or that the Website/Services or the server that makes them available are free of viruses or anything else that may be harmful or destructive.

2.3 Except as may be implied by law where you are dealing as a Consumer, in the event of any breach of these Conditions by us, your remedies shall be limited to damages which shall in no

circumstances exceed the price of the Services in question and we shall under no circumstances be liable for any indirect, incidental or consequential loss or damage whatever (including loss of opportunity, contract, bargain or loss of profit (normal or exceptional) or continued expenses or payments to temporary staff (on contract or from agencies or however) used to fill vacancies for which you have advertised with us).

2.4 Nothing in these Conditions shall exclude or limit our liability for death or personal injury resulting from our negligence or that of our agents or employees nor for fraudulent misrepresentation.

3. Your Content

3.1 In using the Services, you will electronically submit your advertisements or other appropriate information in common with our other advertiser clients ("Content") to the Website via the Website's online Advertiser's area for Users to view Content, should they wish to do so.

3.2 Your Content will be automatically published by our systems (and without the assistance of any of our personnel) to the Website and we also offer you the facility to edit your advertisements already on the Website via the Advertiser area.

3.3 Your Content shall remain posted on the Website for such period of time as you decide. We however may remove the Content in accordance with the Contents Removal Policy in force from time-to-time.

3.4 You remain at all times completely and irrevocably responsible for all Content submitted electronically by you or representatives of you to the Website. We will not be liable or responsible for checking the Content to ensure it is correct, accurate, complete or that it does not contain any errors.

3.5 You will ensure that your Content complies with all applicable legislation, regulations, codes and guidelines applicable to such Content being advertised on the Website and the Website User Agreement.

4 Content Management Generally

4.1 On the Website you will be offered automatic links to other sites. We do not accept any responsibility for or liability in respect of the content of those sites, the owners of which do not necessarily have any connection, commercial or otherwise, with us. Using automatic links to gain access to such sites is entirely at your own risk.

4.2 We will not be liable for any errors, emissions or mistakes during the electronic processing of Content to the Website. You will be responsible for keeping your Content up to date and accurate using the employer area on the Website.

4.3 You warrant that you have, or will procure prior to submitting Content on to the Website, all necessary consents, permissions, releases and licences to provide the Content to the Website and to deal with it as described in this Agreement.

4.4 You will notify us of any and all complaints within 48 hours of such complaint being received.

4.5 We do not guarantee or promise that the advertisements placed on the Website will lead to a successful advertising campaign for you.

4.6 Notwithstanding any other provision of this Agreement, you will fully indemnify us from and against all claims, demands, actions, losses and damages, costs, charges, fines and expenses (including but not limited to reasonable costs and disbursements on a solicitor and client basis) arising from or incurred due to any infringement or alleged infringement of any third party intellectual property rights (particularly copyright, trade or business names, or trade marks) or for passing off allegations or actions caused by our use (pursuant to this Agreement) of the Content provided by you or you providing any Content which gives rise to any liability or expense which we suffer howsoever.

4.7 We may immediately delete, suspend, or refuse to accept any Content if deemed unacceptable at the Council's discretion or unlawful and may change your Content's position on the Website without prior notice to you.

4.8 You must not under any circumstances seek to undermine the security of the Website nor seek to access, alter or delete any information to which we do not have authorised access, seek to overload the system via spamming or flooding, take any action or use any device, routine or software to crash, delay, damage or otherwise interfere with the operation of this Website or attempt to decipher, disassemble or modify any of the software, coding or information comprised in the Website.

4.9 You are responsible for ensuring that all information, data and files are free of viruses or other routines or engines that may damage or interfere with any system or data prior to being submitted to the Website.

4.10 You will comply with the provisions of the Data Protection Act 1998 at all times as a user of this website.

5. User Account, Password and Security

5.1 If a particular Service requires you to open an account you will be required to complete the registration process by providing certain information and registering a username and password for use with the Services.

5.2 You are responsible for maintaining the confidentiality of the username and password and also for all activities that take place under your account.

5.3 You agree to immediately notify us of any unauthorised use of your password or account or any other breach of security.

5.4 In no event will we be liable for any loss or damage whatsoever, whether direct, indirect or consequential resulting from the disclosure of your username and/or password before you inform us of any suspicion or evidence you have that your username and/or password may have been compromised and used by a party other than you.

5.5 You may not use another person's account at any time, without the express permission of the account holder who, as above, remains liable for everything that then occurs on the Website or the system generally which originates in or passes through your account.

User Conditions

1. The Services

1.1 The Website may provide communication tools such as email, bulletin boards, chat areas, news groups, forums and/or other message or communication facilities, or a registration form which will allow others the ability to search on Content which you have provided and additional services available from time to time ("the Services").

1.2 Unless otherwise stated when registering your details and uploading your Content to the Website, your details will be made available to others subject always to our Privacy Policy.

1.3 Unless otherwise stated the Services are for your personal and non-commercial use only and you may not assign or transfer the benefit of this Agreement to any other person or party or use the Services for any purpose other than for which they are made available by you.

1.4 The services we provide via our Website are based on advertising and providing a forum for Advertisers and Users to make contact.

2. Child Supervision

2.1 Ordinarily, we expect our users, both Advertisers and Users, to be adults. However, we acknowledge that the nature of internet services is that they may be accessed by minors without any ability on our part to prevent such access.

2.2 We are concerned about the safety and privacy of its users, particularly children. Parents who wish to allow their children access to and use of the Website/Services should supervise such access and use.

2.3 By allowing their child access to the Services, parents are allowing them access to all of the Services, including email, bulletin boards, chat areas, news groups, forums and/or other message or communication facilities.

2.4 It is therefore the parents' responsibility to determine which Services are appropriate for their child and to instruct their child to always use caution when revealing personally identifiable information about themselves via any of the Services.

3. Acceptable Use

3.1 You acknowledge that all information, text, graphics, logos, photographs, images, moving images, sound, illustrations and other materials ("the Content"), whether posted publicly or transmitted privately, are the sole responsibility of the person from whom such Content originated.

3.2 We do not control or endorse the Content and cannot guarantee the accuracy, integrity or quality of such Content and you acknowledge that by using the Services you may be exposed to Content that is offensive and/or indecent.

3.3 We will not be liable in any way for any Content or for any loss or damage of any kind resulting from the use of any Content transmitted via the Services and you agree to bear all risks associated with the use of any Content, including any reliance on the accuracy or completeness of such Content.

3.4 Notwithstanding the application to you of the Website User Agreement, which contains the Acceptable Use Policy, in using the Website/Services you agree not to:

3.4.1 use the Services to send junk email, spam, chain letters, pyramid schemes or any other unsolicited messages, commercial or otherwise;

3.4.2 post, publish, distribute or disseminate material or information that is defamatory, infringing, obscene, indecent, threatening, abusive, harassing or unlawful;

3.4.3 post, publish, distribute or disseminate material or information that incites discrimination, hate or violence towards any person or group on account of their race, religion, disability, nationality or otherwise;

3.4.4 threaten, abuse, disrupt, stalk or otherwise violate the legal rights (including rights of privacy and publicity) of others;

3.4.5 use any information or material in any manner that infringes any copyright, trademark, patent or other proprietary right of any party;

3.4.6 make available or upload files that contain a virus, worm, trojan or corrupt data that may damage the operation of the computer or property of another;

3.4.7 collect or store personal information about others, including email addresses;

3.4.8 advertise or offer to buy or sell goods or services for any commercial purpose, unless such communication facility specifically allows such messages;

3.4.9 impersonate any person or entity for the purpose of misleading others;

3.4.10 violate any applicable laws or regulations;

3.4.11 use the Website/Services in any manner that could damage, disable, overburden or impair the Website/Services or interfere with any other party's use and enjoyment of the Website/Services;

3.4.12 post, publish, distribute or disseminate material or information that you do not have a right to transmit under any law or under contractual or fiduciary relationships (such as inside information or confidential information disclosed in the course of employment or under a confidentiality agreement);

3.4.13 attempt to gain unauthorised access to any of the Services, other accounts, computer systems or networks connected to the Website/Services through hacking, password mining or any other means.

3.5 We have no obligation to monitor the Services but shall be entitled to review materials posted to a communications facility and, at our sole discretion, to remove any material that breaches these Conditions.

4. Termination

4.1 We may terminate your access to any or all of the Services at any time, without notice, for breach of these Conditions.

4.2 We may also at any time, at our sole discretion, discontinue the Website/Services or any part thereof without prior notice and you agree that we shall not be liable to you or any third party for any termination of your access to the Website/Services.

5. Links to Other Websites

5.1 The Website may include links to other websites that are controlled and maintained by us. This Agreement shall apply to your use of or access to any other website controlled by us however you find your way to that website, for example via another of our websites, by search engine or via links from other third party websites.

5.2 The Website may also include links to third party websites not controlled by us. In particular, these may be of our client advertisers or other parties where we have permitted a link to be made.

5.3 Any link to such third party websites is not an endorsement of such websites and you acknowledge and agree that we are not responsible for the content or availability of any such sites and that you access them entirely at your own risk.

6. International Use

You agree to comply with all applicable laws regarding the transmission of technical data exported from the United Kingdom or the country in which you reside (if different) and with all local laws and rules regarding acceptable use of and conduct on the Internet.