

Terms and Conditions of Liverpool City Region Local Enterprise Partnership

1. General

1.1 In these Conditions unless the context otherwise requires, the following words have the following meanings:

“Agreement” means any agreement between the Supplier and Liverpool City Region Local Enterprise Partnership for the supply of the Services formed by these Conditions;

“Conditions” means these terms and conditions;

“Content” means any materials required for the Services;

“Delivery” means when the Services have commenced;

“Fee(s)” means the Fee(s) payable by Liverpool City Region Local Enterprise Partnership for the Services as set out in any Agreement or as listed on Liverpool City Region Local Enterprise Partnership Website or other Liverpool City Region Local Enterprise Partnership media;

“Information” means any information required for the Services;

“Intellectual Property Rights” means all vested, contingent and future intellectual property rights including but not limited to patents, copyrights, registered and unregistered trademarks, service marks, domain names, database rights, registered designs, design rights, know-how, inventions, get-up, confidential information, trade and business names, and any other similar protected rights in any country subsisting now or in the future together with, in relation to any of the foregoing rights: (i) the right to sue for past infringements; (ii) any applications for registration; and (iii) any licenses;

“Liverpool City Region Local Enterprise Partnership” means Liverpool City Region Local Enterprise Partnership of No.1 Mann Island, Liverpool L3 1BP;

“Payment Schedule” means the schedule detailing the dates, amount and manner of payment to the Supplier for the provision of the Services as may be set out in any Agreement, the Websites or any other Liverpool City Region Local Enterprise Partnership media;

“Services” means the services of the Supplier as set out in the Agreement and in accordance with clause 3 of these Conditions;

“Supplier” means the person, firm or company under an Agreement with Liverpool City Region Local Enterprise Partnership to provide Services and includes its successors in title and assigns;

“Trial Period” means the continuous period of [60] days from signature of the Agreement;

“Website(s)” means the website <http://liverpoollep.org/> or any websites owned or controlled by Liverpool City Region Local Enterprise Partnership.

1.2 In these Conditions, unless the context otherwise requires: (a) words in the singular include the plural and vice versa; and (b) a reference to: (i) Supplier includes any subsidiary or holding company of the Supplier as defined under the Companies Act 1985 s. 736 (as amended), sub-contractor or agent of the Supplier for the purposes of carrying out its obligations under any Agreement (ii) any party includes its successors in title and permitted assigns.

1.3 In the event of any conflict or inconsistency between these conditions and (a) any document; (b) the Websites; (c) any media; or (d) or any Agreement between the Supplier and Liverpool City Region Local Enterprise Partnership, then these Conditions shall prevail;

1.4 In these Conditions or any Agreement unless the context otherwise requires words importing any gender include every gender; words importing persons include firms, companies and corporations and vice versa; references to numbered clauses and schedules are references to the relevant clause in or schedule to these Conditions; the headings to the clauses, schedules and paragraphs of these Conditions or Agreement will not affect the interpretation; any reference to an enactment includes reference to that enactment as amended or replaced from time to time and to any subordinate legislation or byelaw made under that enactment except to the extent that it would increase the liability of Liverpool City Region Local Enterprise Partnership; any obligation on any party not to do or omit to do anything is to include an obligation not to allow that thing to be done or omitted to be done; any party who agrees to do something will be deemed to fulfill that obligation if that party procures that it is done.

1.5 Liverpool City Region Local Enterprise Partnership shall be entitled at any time to modify these Conditions and any such modified Conditions shall apply to the Supplier when the Conditions are available on the Websites.

2. Agreements

2.1 These Conditions apply to all Agreements between Liverpool City Region Local Enterprise Partnership and the Supplier.



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2.2 Any Agreement will be on these Conditions to the exclusion of all other representations, warranties, terms and conditions whether rendered prior to or subsequent to these Conditions (including without limitation any terms or conditions which the Supplier purports to apply).

2.3 No variation of any Agreement shall be binding unless agreed in writing by an authorised representative of Liverpool City Region Local Enterprise Partnership.

2.4 No action by Liverpool City Region Local Enterprise Partnership shall purport to Liverpool City Region Local Enterprise Partnership's acceptance of any terms or conditions of any Supplier or third party unless otherwise stated in writing by an authorised officer of Liverpool City Region Local Enterprise Partnership.

2.5 Any order placed by the Supplier to supply the Services shall be deemed an offer that shall be capable of acceptance by Liverpool City Region Local Enterprise Partnership.

2.6 The Supplier on commencing the Services shall be deemed to have read and fully understood these Conditions

2.7 By supplying the Services the Supplier indicates acceptance of the Conditions.

2.8 No contract shall be deemed to have been entered into by Liverpool City Region Local Enterprise Partnership in respect to the provision of services by the Supplier until such contracts are signed by an authorised officer of Liverpool City Region Local Enterprise Partnership.

3. The Services of the Supplier

3.1 The Supplier shall supply Liverpool City Region Local Enterprise Partnership with the Services exercising its best care and skill.

3.2 The parties may enter into a new Agreement in respect of any requirement by the Supplier for variations that are substantial only following the prior written consent of Liverpool City Region Local Enterprise Partnership.

3.3 The Supplier shall provide the Services in accordance with the applicable Agreements, documents or information provided by Liverpool City Region Local Enterprise Partnership which may be included on the Website.

3.4 The Supplier is obliged to handle technical enquiries from third parties following completion of the Services. In the event of Liverpool City Region Local Enterprise Partnership requiring further services from the Supplier, these services will be for the avoidance of doubt covered by these Conditions.

3.5 The Services are set out in the Agreement.

3.6 The Services shall be subject to any approval given by Liverpool City Region Local Enterprise Partnership following a review as to the Supplier's compliance with any Liverpool City Region Local Enterprise Partnership policy, tender document, technical requirements, timings and submission procedures and Liverpool City Region Local Enterprise Partnership shall have no obligation to accept the Services until it has provided such a review in accordance with this clause.

4. Orders

4.1 Any tariffs, proposals, offers, forms or similar documents from the Supplier shall not be treated as offers capable of acceptance by the Supplier and shall be treated as invitations to treat only, providing information and do not place Liverpool City Region Local Enterprise Partnership under any obligations to enter into any Agreement.

4.2 All documents other than the Agreement for the supply of Services by the Supplier shall be deemed offers to purchase such Services in accordance with these Conditions and capable of acceptance by Liverpool City Region Local Enterprise Partnership who shall not be obliged to make such acceptance.

4.3 The Supplier or its representatives shall not be authorised to accept orders or offers nor are they granted the right to enter into agreements on behalf of Liverpool City Region Local Enterprise Partnership.

4.4 Photographs, drawings, descriptions, illustrations or similar are provided by Liverpool City Region Local Enterprise Partnership only as guides.

5. Assistance from the Supplier

5.1 The Supplier shall at all times provide Liverpool City Region Local Enterprise Partnership with such assistance, co-operation, information, entrance onto premises permission, licences and source materials as may reasonably be necessary to enable Liverpool City Region Local Enterprise Partnership to fully benefit under the Agreement.



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5.2 The Supplier shall comply with all necessary laws and regulations and shall fully indemnify Liverpool City Region Local Enterprise Partnership against all losses incurred by Liverpool City Region Local Enterprise Partnership caused by the Supplier's failure to comply. It shall not be Liverpool City Region Local Enterprise Partnership's responsibility to ensure compliance in accordance with this clause 5.2.

5.3 The Supplier where applicable shall use best endeavours to ensure that its Content is secure.

5.4 The Supplier shall immediately on its occurrence inform Liverpool City Region Local Enterprise Partnership of any change of agent, key player or officer of the Supplier.

5.5 The Supplier shall use best endeavours to ensure that all information provided is accurate and kept up to date.

5.6 The Supplier shall avoid damaging the reputation or goodwill of Liverpool City Region Local Enterprise Partnership.

5.7 The Supplier where requested to do so by Liverpool City Region Local Enterprise Partnership shall keep Liverpool City Region Local Enterprise Partnership fully informed of all matters, dealings, negotiations, correspondence and communications between any third party and the Supplier.

5.8 The Supplier shall not enter into any agreements with any employee or a prospective employee of Liverpool City Region Local Enterprise Partnership without the prior written consent of Liverpool City Region Local Enterprise Partnership nor offer employment to any employee of Liverpool City Region Local Enterprise Partnership during or for twelve months after the term unless following the prior written consent of Liverpool City Region Local Enterprise Partnership.

6. Term

6.1 The term of the Agreement between Liverpool City Region Local Enterprise Partnership and the Supplier shall continue until the Services are complete unless otherwise notified in writing and signed by an authorised officer of Liverpool City Region Local Enterprise Partnership. The Services shall be completed within the duration provided in the Agreement. Liverpool City Region Local Enterprise Partnership shall be entitled to a further payment from the Supplier for each day after the term the Services remain incomplete.

6.2 The term shall commence on the date the Services commence unless otherwise agreed in writing and signed by an authorised officer of Liverpool City Region Local Enterprise Partnership.

7. Delivery

7.1 Liverpool City Region Local Enterprise Partnership reserves the right to charge the Supplier in respect of any additional work involved by Liverpool City Region Local Enterprise Partnership due to delay in Delivery caused by the Supplier.

7.2 The Supplier shall supply the Services to the address provided by Liverpool City Region Local Enterprise Partnership unless otherwise agreed in writing by an authorised officer of Liverpool City Region Local Enterprise Partnership.

7.3 At no point shall Liverpool City Region Local Enterprise Partnership be held responsible for any failure by the Supplier in complying with the terms of any Agreement or these Conditions.

8. Change Control

8.1 At any time prior to the Delivery Date Liverpool City Region Local Enterprise Partnership or the Supplier in consideration of further payment may in writing recommend from time to time changes to any part of the Services. Notwithstanding anything to the contrary in these Conditions Liverpool City Region Local Enterprise Partnership shall not be under any obligation to agree to any request or recommendation for a change.

9. Payment

9.1 In consideration for performance of the Services, Liverpool City Region Local Enterprise Partnership shall pay the Fees in accordance with the Payment Schedule or as set out in the Agreement at the sole discretion of Liverpool City Region Local Enterprise Partnership.

9.2 VAT shall only be payable following receipt of a valid VAT invoice.

9.3 Payment of the Fees and other charges are due no earlier than 30 days following receipt of invoice by Liverpool City Region Local Enterprise Partnership.

9.4 The Supplier authorises Liverpool City Region Local Enterprise Partnership to offset at any time and without notification any amounts owed to the Supplier, the amount owed by the Supplier to Liverpool City Region Local Enterprise Partnership.



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10. Intellectual Property Rights

10.1 Intellectual Property Rights in the Services shall transfer to Liverpool City Region Local Enterprise Partnership in priority order of assignment and then as an exclusive licence and then as a non-exclusive licence.

10.2 Liverpool City Region Local Enterprise Partnership shall be entitled to use the Intellectual Property Rights of the Supplier (in a reasonable manner) in the production of corporate brochures, press releases and similar printed or online materials solely for the purposes of promoting Liverpool City Region Local Enterprise Partnership and Services and/or the Supplier to third parties.

11. Confidentiality

11.1 The Supplier shall ensure that any confidential information (“CI”) disclosed to it by Liverpool City Region Local Enterprise Partnership shall not be used or disclosed save as is strictly necessary for the purposes of any Agreement and it shall return to Liverpool City Region Local Enterprise Partnership promptly on request any such CI provided by the other on any media.

11.2 The restriction contained in this clause 11 shall not apply to the extent that (a) disclosure or use of the Information is required by law; (b) evidence is available that the CI was already in the unrestricted possession of the Supplier before disclosure to it by the other party; or (c) the CI falls within the public domain other than through the default of the Supplier.

12. Security and control

The Supplier shall during the continuance of any Agreement effect and maintain adequate security measures to safeguard the Services or the works from access or use by any unauthorised person.

13. Liability

13.1 Nothing in these Conditions shall exclude or restrict any party’s liability for: (a) death or personal injury resulting from its negligence or that of its employees while acting in the course of their employment; or (b) fraud or fraudulent misrepresentation.

13.2 Liverpool City Region Local Enterprise Partnership shall not be liable to the Supplier in contract, tort or otherwise whatsoever arising out of or in connection with the Agreement for any indirect loss, consequential loss, loss of profits, business opportunity, goodwill or reputation.

13.3 Liverpool City Region Local Enterprise Partnership shall not be responsible for any property of the Supplier that the Supplier has requested be under the control of Liverpool City Region Local Enterprise Partnership and the Supplier shall undertake to have adequate insurance cover for any damage or loss to its property whilst under Liverpool City Region Local Enterprise Partnership’s control and to indemnify for any costs, losses or damages incurred by Liverpool City Region Local Enterprise Partnership.

13.4 The Supplier warrants that it has the right to enter into any Agreement and shall indemnify Liverpool City Region Local Enterprise Partnership for any losses, costs, damages, claims, expenses or demands which Liverpool City Region Local Enterprise Partnership may reasonably incur to the extent that: (a) any claim that the Services infringes the Intellectual Property Rights of any third party; and (b) any claim that the Services are defamatory, obscene, blasphemous or otherwise actionable under the laws and regulations of any jurisdiction.

13.5 The Supplier warrants that it is responsible for and is in receipt of all insurances necessary for any Services.

13.6 The Supplier warrants that it is responsible for the activities of any of its agents, employees or contractors.

13.7 The Supplier shall indemnify Liverpool City Region Local Enterprise Partnership for all losses, damages and costs incurred by Liverpool City Region Local Enterprise Partnership as a result of any breach by the Supplier of any warranty or term set out in the Conditions or Agreement.

13.8 No indemnity shall be due from Liverpool City Region Local Enterprise Partnership subject to damages to the Supplier as a result of wilful misrepresentation by an authorised officer of Liverpool City Region Local Enterprise Partnership.

13.9 Any indemnity from Liverpool City Region Local Enterprise Partnership shall be limited to the agreed fee payable for the relevant Services.

13.10 Liverpool City Region Local Enterprise Partnership shall have no responsibility to repair or replace any damaged property owned, licensed or rented by the Supplier.

13.11 Liverpool City Region Local Enterprise Partnership is not bound by any third party guarantee including that of the Supplier.

13.12 Nothing in these Conditions shall affect the either party’s statutory rights where applicable.



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13.13 The Supplier warrants to Liverpool City Region Local Enterprise Partnership that the information and the material that it provides is accurate and that it wishes to supply the Services for bona fide purposes only.

13.14 The Supplier warrants and undertakes that it is responsible for obtaining and paying for all necessary third party material and Intellectual Property Rights that may be included as part of the Services.

13.15 Liverpool City Region Local Enterprise Partnership shall not be deemed to have approved any Information and Content until it has provided a relevant "sign off" to the Supplier.

13.16 The Supplier will account to the appropriate authorities for any income tax, national insurance, VAT and all other taxes, liabilities, charges and duties relating to any payments made to the Supplier under this Contract or in relation to any payments made by the Supplier to its officers or employees in connection with this Contract.

14. Suspension

14.1 Liverpool City Region Local Enterprise Partnership shall be entitled to suspend any Services and/or Agreement without notice and without liability to itself where the Supplier:

14.1.1 Has failed to provide the Services or the level of Services as set out in the Agreement;

14.1.2 Has breached a warranty or term of the Agreement or Conditions;

14.1.3 Has failed to complete any necessary documentation;

14.1.4 Has used the Agreement to provide Services in an abusive or unlawful manner or has failed to comply with any acceptable use policy or similar in the reasonable opinion of Liverpool City Region Local Enterprise Partnership;

14.1.5 Has damaged the reputation of Liverpool City Region Local Enterprise Partnership.

14.2 The Supplier shall have no right of set-off or right to withhold payments relating to any disputed Services.

15. Termination

15.1 Liverpool City Region Local Enterprise Partnership may terminate the Agreement with immediate effect by written notice to the Supplier on or at any time after the occurrence of: (a) an irremediable material breach by the Supplier of the Agreement or these Conditions; or (b) a remediable breach by the Supplier of a material obligation under the Conditions or Agreement where the Supplier fails to remedy the breach within 15 days starting on the day after receipt of written notice from Liverpool City Region Local Enterprise Partnership giving full details of the breach and requiring the Supplier to remedy the breach and stating that a failure to remedy the breach may give rise to termination under this clause 15.1.

15.2 A party may terminate the Agreement and these Conditions upon 15 day's written notice if the other is unable to pay its debts or enters into compulsory or voluntary liquidation (other than for the purpose of effecting a reconstruction or amalgamation) or compounds with or convenes a meeting of its creditors or has a receiver, administrative receiver or administrator appointed or if any circumstances arise which would entitle the Court or a creditor to appoint a receiver, administrative receiver or administrator or to present a winding-up petition or make a winding-up order.

15.3 Liverpool City Region Local Enterprise Partnership shall be entitled to terminate any Agreement for the reasons as set out in clause 14.1 above.

15.4 Liverpool City Region Local Enterprise Partnership's reasonable costs and expenses incurred by Liverpool City Region Local Enterprise Partnership by reason of any delay variation, interruption or suspension of work arising from any act or omission of the Supplier or their employees, agents or their subcontractors will be reimbursed to Liverpool City Region Local Enterprise Partnership by the Supplier.

15.5 Liverpool City Region Local Enterprise Partnership shall be entitled to terminate the Agreement and these conditions where the Force Majeure event of Clause 17 has been in existence for 30 days.

15.6 Liverpool City Region Local Enterprise Partnership shall be entitled to terminate the Agreement immediately upon the end of the Trial Period where Liverpool City Region Local Enterprise Partnership believes that the Supplier has failed to provide the Services or the level of Services as set out in the Agreement.

16. Consequences of Termination

16.1 Upon termination of the Agreement all rights granted to the Supplier shall cease and the Supplier shall immediately or as soon as possible deliver up to Liverpool City Region Local Enterprise Partnership any equipment belonging to Liverpool City Region Local Enterprise Partnership, any Information or Content or at the request of Liverpool City Region Local Enterprise Partnership destroy any copies which are not readily deliverable (such as copies held on the hard disk of any computer).



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16.2 The termination of the Agreement for whatever cause shall not affect any provision of the Conditions or Agreement which is expressed to survive or operate in the event of the termination of the Agreement and shall not prejudice or affect the rights of Liverpool City Region Local Enterprise Partnership in respect of any breach of the Conditions or Agreement or in respect of any monies payable to Liverpool City Region Local Enterprise Partnership in respect of the period prior to termination.

17. Force Majeure

17.1 No party shall be liable in damages or have the right to terminate any Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license), wars, acts of terrorism, insurrections and/or any other cause (but not strikes or lockouts) beyond the reasonable control of the party whose performance is affected.

18. Data protection

18.1 The parties undertake to comply with the provisions of the Data Protection Act 1998 (the "Act") and any related legislation in so far as the same relates to the provisions and obligations of the Conditions or Agreement.

18.2 By providing the Information and/or the Content to Liverpool City Region Local Enterprise Partnership the Supplier consents to that information being provided to third parties or included on websites other than the Website or other media to promote Liverpool City Region Local Enterprise Partnership, to enable persons access to the Information or for other purposes as may be set out in these Conditions, the Website or other media.

19. Exclusivity, Assignment and Sub-Contracting

19.1 Unless otherwise agreed: (a) the Services shall not be exclusively provided by the Supplier (meaning that Liverpool City Region Local Enterprise Partnership may request other parties provide to it equivalent or similar services to the Services); (b) the Supplier shall not assign its rights or obligations under any Agreement, these Conditions or Services without Liverpool City Region Local Enterprise Partnership's prior written consent.

20. Waiver

20.1 Failure by Liverpool City Region Local Enterprise Partnership to exercise or enforce any right under any Agreement or these Conditions (including in the case of suspension under clause 14) shall not be deemed to be a waiver of any such right nor operate so as to prevent the exercise or enforcement of such right on any other occasion.

21. Validity

21.1 If any part, term or provision of any Agreement or these Conditions be held illegal or unenforceable, that part shall be deemed removed from these Conditions or Agreement and the validity or enforceability of the remainder of that Agreement or these Conditions shall not be affected.

22. Third Party Rights

22.1 Subject to 22.2 below the Contracts (Rights of Third Parties) Act 1999 shall not apply to any Agreement or these Conditions and no person other than the parties to the Agreement or these Conditions shall have any rights under them, nor shall they be enforceable under that Act by any person other than the parties to them.

22.2 Liverpool City Region Local Enterprise Partnership shall benefit from its rights under the Contracts (Rights of Third Parties) Act 1999 relating to agreements between the Supplier and a third party, such agreements affecting Liverpool City Region Local Enterprise Partnership.

23. Partnership

23.1 The Conditions or any Agreement shall not constitute or imply any partnership, joint venture, fiduciary relationship or other relationship including that of employer and employee between the parties other than the contractual relationship expressly provided for in the Agreement and these Conditions.

24. Amendments

24.1 The Conditions or any Agreement may not be released, discharged, supplemented, interpreted, amended, varied or modified in any manner except by an instrument in writing signed by a duly authorised officer or representative of Liverpool City Region Local Enterprise Partnership.



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25. Announcements

25.1 The Supplier shall not issue or make any public announcement or disclose any information regarding any Agreement or the Services unless prior written consent has been obtained from Liverpool City Region Local Enterprise Partnership.

26. Notice and cancellation

26.1 All notices under any Agreement or Conditions shall be in writing.

26.2 Notices shall be deemed to have been duly given:

26.2.1 When delivered, if delivered by courier or other messenger (including registered mail) during normal business hours of the recipient; or

26.2.2 When sent, if transmitted by fax or e-mail and a successful transmission report or return receipt is generated with respect to emails; or

26.2.3 On the fifth business day following mailing, if mailed by national ordinary mail, postage prepaid; or

26.2.4 On the tenth business day following mailing, if mailed by airmail, postage prepaid;

26.2.5 In each case addressed to the most recent address, e-mail address, or facsimile number notified to the other party.

26.3 Cancellation of orders may be made at any time by Liverpool City Region Local Enterprise Partnership.

27. Entire Understanding

27.1 These Conditions and any Agreement under them set out the entire agreement and understanding between the parties in respect of its subject matter and the Supplier acknowledges that it has entered into such Agreement in reliance only upon the representations, warranties and promises expressly contained or incorporated in these Conditions and/or Agreement and save as expressly set out therein Liverpool City Region Local Enterprise Partnership shall have no liability in respect of any other representation, warranties or promise made or given prior to the date of the Agreements, howsoever made or given, unless it was made or given fraudulently.

28. Successors and assignees

28.1 The Conditions and any Agreement shall be binding upon, and inure to the benefit of, the parties and their respective successors and permitted assignees, and references to a party in any Agreement shall include its successors and permitted assignees.

28.2 In any Agreement references to a party include references to a person:

28.2.1 Who for the time being is entitled (by assignment, novation or otherwise) to that party's rights under that Agreement (or any interest in those rights); or

28.2.2 Who, as administrator, liquidator or otherwise, is entitled to exercise those rights, and in particular those references include a person to whom those rights (or any interest in those rights) are transferred or pass as a result of a merger, division, reconstruction or other reorganisation involving that party. For this purpose, references to a party's rights under any Agreement include any similar rights to which another person becomes entitled as a result of a novation of the Agreement.

28.3 The Supplier shall not be entitled to assign or transfer the benefits or obligations of these Conditions or Agreement to any third party without the prior written consent of Liverpool City Region Local Enterprise Partnership.

29. Website use

29.1 Please note that a Supplier or individual accesses and uses the Websites at its own risk. Liverpool City Region Local Enterprise Partnership is not responsible for any type of loss or damage which the Supplier or individual may sustain as a result of accessing and using the Websites. Liverpool City Region Local Enterprise Partnership assumes no responsibility for the contents of any other websites to which the Websites have links and if the Supplier or individual accesses any such linked websites it does so at its own risk. Liverpool City Region Local Enterprise Partnership's inclusion of links to such websites does not imply any endorsement of the materials on such websites. Liverpool City Region Local Enterprise Partnership does not permit any third party to operate a link to the Website without obtaining its prior written consent nor to frame the Website within any third party website.

29.2 The Supplier or individual's use of the World Wide Web (the "WWW") is at its own risk and subject to all applicable national and international laws and regulations. Liverpool City Region Local Enterprise Partnership



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has no responsibility for any information or services obtained on the WWW. Liverpool City Region Local Enterprise Partnership reserves the right to modify, supplement, move or delete portions of or add to the Website at any time with or without notice.

29.3 The Supplier or the individual may not use any device, software or routine to interfere or attempt to interfere with the proper working of the Websites nor may the Supplier attempt to decipher, de-compile, disassemble or reverse engineer any of the software comprising or in any way making up a part of any of the Website. The Website shall be used for lawful purposes only and in a manner that does not infringe the rights of, or restrict the use of any of the Website by any third party.

29.4 Whilst Liverpool City Region Local Enterprise Partnership will use reasonable endeavours to ensure that the Websites do not contain or promulgate any errors, viruses, bugs, other malicious code or harmful components and will be uninterrupted it makes no warranty or representation that this will be the case. However it is recommended that you should virus check all materials downloaded from the Websites and regularly check for the presence of errors, viruses, bugs, other malicious code, and harmful components.

29.5 Liverpool City Region Local Enterprise Partnership excludes to the fullest extent permitted by applicable laws all liability (other than liability for death or personal injury caused by its negligence) in connection with any damage or loss caused by errors, viruses, bugs, other malicious code or harmful components originating or contracted from the Website and any interruptions in the running of the Website.

30. Law and Jurisdiction

30.1 These Conditions and any Agreement shall be governed by and construed in accordance with the laws of England and the parties hereby submit to the exclusive jurisdiction of its Courts.

Liverpool City Region Local Enterprise Partnership details:

Tel: 0151 227 2727

Fax: 0151 227 2325

Email: askme@liverpoolLEP.org

Company number: 2753023

VAT number: 618 578 112



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