

# UKPC | Supplier Terms & Conditions

For Surveyors, Engineers, Architects, Electricians and other Specialists listed on the website

UK Planning Consultants LIMITED Suppliers AGREEMENT

UK Planning Consultants is a price comparison website.

This is a lead generating system which works like a directory putting Clients (Enquirers) directly in touch with suppliers (Suppliers).

This is free for Clients (Enquirers) to use.

Suppliers pay small advertising fees on each lead generated.

Suppliers do not pay commission on orders won.

All information given by Clients is treated as confidential.

Suppliers are not allowed to pass on (or sell) Client's information to any third parties

This agreement describes the terms and conditions of your use of our services provided under the domain and sub-domains of our websites (the Website).

[www.ukplanningconsultants.co.uk](http://www.ukplanningconsultants.co.uk)

By user our services you agree to be bound by this agreement and by our [Privacy Policy](#).

If you are registering as a firm, you must have the authority to bind the firm to this agreement.

## Eligibility for being a Supplier

Being a Supplier is available only to businesses which have appropriate knowledge and expertise in the Services which they offer on the Website. Suppliers should belong to any professional institutions and/or trade bodies appropriate to the Services which they

offer on the Website. Suppliers should hold adequate professional indemnity or public liability insurance appropriate to the Services which they offer on the Website.

## The Website

The Website is a tool to facilitate Suppliers to promote their services to Clients (anyone using the Website to look for services offered by Suppliers). Suppliers provide information about themselves, their services and their fees (Suppliers Information) which is stored on the Website. Selected parts of Suppliers Information may be displayed on the Website and emailed to Clients in response to their enquires. You will be informed by email whenever any of your information is displayed and/or emailed to a Client, along with details of that Client so that you can contact them. We are not involved in any discussions, negotiations or agreements between Suppliers and Clients.

## Suppliers Information

We do not review or check the accuracy or legality of Suppliers Information which you provide to us for display at the Website, or which you upload to the Website yourself. You are responsible for ensuring that all such Suppliers Information is correct, is not misleading, is inoffensive, legal and is not defamatory about any other Supplier, Client or third party. In the event that any Suppliers Information comes to our attention which we consider may not meet the above requirements, we reserve the right to remove such Suppliers Information, and/or to suspend or terminate the Supplier.

## Suppliers Services

Suppliers must only offer to carry out work (Services) for which they are sufficiently knowledgeable, experienced, competent and able to carry out, taking into account all relevant factors including the type of work, the age and type of the property concerned and its geographical location.

## Client Identification

We endeavour to ensure that all Clients and their enquiries are bona fide but we are unable to guarantee this to be the case every time. You are responsible for verifying

that any Clients with whom you deal are who they say they are and that their request for a Service is genuine.

## Client Contact Details

When a Client makes an enquiry via the website, the Suppliers will be given the contact details that the Client has provided. Suppliers may contact the Client when correct contact details have been provided. Suppliers are required to treat Client contact details and information as confidential. Suppliers are not permitted to sell these contact details onto any third party.

## Client's "Right to be Forgotten"

When a Client makes an enquiry on the website they have the right to change their mind about their data being used, and the right to ask for their data to be erased (the right to be forgotten). If a Client exercises the right to be forgotten, we will contact you to let you know of this request, and you will need to ensure that you delete all their information from your system. Once we have contacted you to request this, we will also delete all the Client information from our system.

## Continuous Operation

We will use our reasonable endeavours to ensure that the Website and Suppliers Information is always available to Clients. However, we cannot and do not guarantee a continuous, uninterrupted operation as this could be affected by many factors beyond our control as well as our needs to maintain and further develop the Website.

## Improper Use

You must only use the Website for the intended purpose of offering your Services, Estimates and Supplier Information to Clients. You must not use the Website in any improper manner or for any fraudulent purpose, nor with the intention of doing so.

## Information License

You grant us a non-exclusive, world-wide, perpetual, irrevocable, royalty-free license to exercise the copyright, trade-mark, publicity and database rights you have in the Suppliers Information which you provide to us.

## Fees

Suppliers agree to pay the fees as outlined in our individual Supplier Agreement contracts. These fees are on a cost per lead basis. There is no joining fee, no monthly fee, no annual fee and no exit fee. In the event that any fees are not paid, your service may be suspended or terminated and your Supplier's Information may be removed from the Website without notice.

## Price Estimates

Services on the website provide enquirers with an initial set of estimates on behalf of the Suppliers. The calculation of these initial estimates are based on extensive research and consultancy with a range of professionals in the relevant industry. The prices generated by our system are estimates (not quotes). After you have spoken to the enquirer and gathered more information, you should then provide the enquirer with a detailed quotation based on the client's requirement.

## Warning, Suspension and Termination

In the event that we have reason to believe that you may have breached this agreement, or we have reason to suspect that a breach of this agreement is intended, we may issue you with a warning or suspend your services or terminate your services.

## Liability

In the event that you have any grievance, complaint or claim against another Supplier, or a Client you agree to pursue this directly with the Supplier or Client, without involving us.

## Limitation of Liability

Nothing in this agreement shall limit or exclude our liability for fraudulent misrepresentation, or for death or personal injury resulting from our negligence. Subject

to this, we will not be held liable for any loss or damages arising out of this agreement or the operation or non operation of the Website.

## Indemnity

You agree to indemnify us against any claims or demands made by any other Supplier, Clients or third party in respect of your services received, Suppliers Information or any of your dealings with Clients.

## Revisions

This agreement may be revised at any time, without notice, by displaying the revised agreement on the Website.

## Termination

This agreement may be terminated at any time, without notice, by either party.

## Governing Law

This agreement shall be governed by and construed in accordance with English law. If any provisions of this agreement are held to be invalid or unenforceable, such provision shall be struck out and the remaining provisions shall remain. If you are not a Supplier but you would like to become so, please complete our application form to register for a no obligation trial. The above are the terms and conditions for Suppliers listed on the website.