



Forestry Commission Terms and Conditions v1.0

By registering on this site you are agreeing to the following terms and conditions.

Warranties [top](#)

The supplier undertakes to keep secure from third parties any password issued by the Forestry Commission or its agents in connection herewith.

The supplier agrees not to adapt, alter or create a derivative work from any of the material contained in this site or to use that material for any purpose other than that used in their capacity as a supplier/prospective supplier to The Forestry Commission.

Terms and Conditions [top](#)

Whilst every care has been taken to ensure this website accurately reflects the policy of The Forestry Commission, the Portal is for general information purposes only and is provided without liability or responsibility to secure business with The Forestry Commission on the part of the Forestry Commission.

Registration on the Portal does not constitute or represent any form of prior approval or vetting by the Forestry Commission. The Forestry Commission takes no responsibility for any loss caused as a result of reading, or acting upon, the information on the website.

Links may be provided to other databases controlled by the Forestry Commission. Use of the Portal constitutes the supplier's acceptance of these terms and conditions which take effect on the date on which the supplier first registers to the site. The Forestry Commission reserves the right to change these terms and conditions at any time by posting changes online. The supplier is responsible for regularly reviewing information posted online to obtain timely notice of such changes. Continued use of the Portal after changes are posted constitutes the supplier's acceptance of this Agreement as modified by the posted changes.

If these terms and conditions are not accepted in full, the supplier does not have permission to access this website and therefore should cease using this website immediately.

Posting supplier information to this site [top](#)

The supplier acknowledges and accepts to bear sole responsibility, legal and otherwise, for the content of all material posted to the Portal by their agents or employees. The supplier warrants, represents and undertakes in relation to all material:

- That it is not inappropriate material.
- That sole ownership of all Intellectual Property Rights exists in such material in each jurisdiction from which the website may be accessed and/or that it has obtained full and effective licence(s) from all relevant third parties allowing the supplier or a third

party acting on the supplier's behalf to use the material and to permit its dissemination to The Forestry Commission and BiP Solutions.

- That such contribution is the supplier's own original work and that the right exists to make it available to the Forestry Commission and BiP Solutions for all the purposes specified above.
- That the Forestry Commission and BiP Solutions will be indemnified against all legal fees, damages and other expenses that may be incurred by the Forestry Commission as a result of a supplier's breach of this Agreement.
- That the Data Protection Acts are fully complied with.

Privacy Policy [top](#)

The Forestry Commission will keep a record of information provided by the supplier. Any information provided to the Forestry Commission may be used within The Forestry Commission and its agents and appropriate bodies of the civil service. The only time the Forestry Commission may need to provide information to third parties is if there is an obligation by law to disclose such information.

Indemnity

The supplier hereby agrees fully to indemnify, keep indemnified and hold harmless the Forestry Commission, its officers, employees, agents, sub-contractors and affiliated companies from and against any and all costs, claims, losses, damages or liability and expenses (including, but not limited to, legal fees) sustained or incurred by the Forestry Commission or any of its officers, employees, agents, sub-contractors or affiliated companies directly or indirectly and in any jurisdiction as a result of any breach by the supplier or its employees or agents of any warranties contained in this Agreement.

The Forestry Commission and its agents will not be liable for any damages including, without limitation, indirect or consequential damages, or any damages whatsoever arising from use or loss of use, data, or profits, whether in action of contract, negligence or other tortious action, arising out of or in connection with registration on this Portal.

The Forestry Commission does not warrant that the functions contained in the material held in this site will be uninterrupted or error-free, that defects will be corrected, or that the Portal or the server that makes it available are free of viruses or bugs or represent the full functionality, accuracy or reliability of the materials.

Definitions [top](#)

In this Agreement, the following expressions shall have the following meanings:w

“The supplier” means the corporate entity that undertakes to register and supply information to, or access material within, the The Forestry Commission Portal.

"The Forestry Commission Portal" or “the Forestry Commission” references the Portal whose URL is <http://Forestry Commission.g2b.info> or the Forestry Commission's own intranet site, or any such other website as The Forestry Commission may from time to time use for any of its services.

"Inappropriate material" means material that under the laws of any jurisdiction where the material can be accessed is or may be any of the following: unlawful, threatening, abusive, harmful, malicious, obscene, pornographic, profane, libellous, defamatory, infringes any Intellectual Property Rights, constitutes or encourages a criminal offence or contains a virus, worm, trojan horse or other harmful code.

"Intellectual Property Rights" means copyrights, patents, registered and unregistered design rights, topography rights, trademarks and service marks and applications for any of the foregoing, together with all trade secrets, know-how, rights to confidence and other intellectual and industrial property rights in all parts of the world.

"Material" means text, graphics, images, sound, video or any combination thereof.

"Relevant legislation" means such laws of England and Wales and your country as relate to data protection and any laws of England and Wales and your country governing inappropriate material.

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