

Crown Commercial Service (CCS) Privacy Notice & Terms of Use for the Low Value Purchase System

1. Privacy notice

<https://www.gov.uk/government/publications/crown-commercial-service-privacynotice/crown-commercial-service-privacy-notice>

2. Terms of use

This page and any pages it links to explains the Crown Commercial Service Low Value Purchase System (CCS LVPS) terms of use. You must agree to these to use the CCS LVPS.

3. Who we are

The CCS LVPS is managed by the Crown Commercial Service (CCS) on behalf of the Crown. CCS is part of the Cabinet Office and will be referred to as 'CCS' from now on.

4. What is the CCS LVPS?

The CCS LVPS is a system created under Part 4 of the Public Contracts Regulations 2015 for suppliers who are able to provide goods and/or services (Deliverables) where the value of the contract is below the relevant thresholds for Part 2 of the Public Contracts Regulations 2015 to apply. You can filter the list of offered Deliverables to see if any meet your requirement.

This means that you, as the Customer, are not required to advertise your requirement on Contracts Finder before awarding a contract to a supplier on the CCS LVPS.

5. Using the CCS LVPS

You agree to use the CCS LVPS only for lawful purposes. You must also use it in a way that does not infringe the rights of, or restrict or inhibit the use and enjoyment of, this site by anyone else.

We update the CCS LVPS all the time. We can change, add or remove content at any time without notice.

Keep passwords and access codes secure and confidential and do not share them with others.

You must not enter into any contract with a Supplier under the LVPS the value of which, any form of option, any renewal and any modifications, exceeds the relevant thresholds set out in Regulation 5 of the Public Contracts Regulations 2015.

6. CCS' checks on suppliers

CCS has:

- undertaken checks and is satisfied as to the legal status; and
- obtained a criminal records declaration

in respect of those Suppliers that have been admitted to the CCS LVPS and whose details will be found within it.

CCS has only conducted a desk-based due diligence exercise in relation to the information provided by each Supplier as part of their application to join the CCS LVPS. CCS has not undertaken any verification of the information provided by a Supplier.

CCS' checks on Suppliers are only correct as at the date on which they were undertaken and CCS makes no warranty or representation as to the continuing accuracy or reliability of those checks. It is up to you to update those checks and verify information as you see fit, and CCS accept no responsibility for the continuing accuracy of them.

CCS are only responsible for the obligations to undertake checks on Suppliers joining the CCS LVPS as set out in this paragraph 6. You will have no claim against CCS for a failure to undertake checks, verification or due diligence on Suppliers other than the checks, verification and due diligence described in this paragraph 6.

7. Your responsibilities

You shall be responsible for:

- considering whether the Deliverables are fit for your requirements;
- checking the financial standing of the Supplier;
- considering whether the checks which CCS has conducted on the Supplier's legal capacity and the criminal records declaration are sufficient for the purposes of the contract you wish to award to the Supplier;
- updating any of the legal capacity checks and criminal records declaration carried out or obtained by CCS which you deem to be out of date;
- undertaking any additional checks on Suppliers which you consider appropriate;
- carrying out such verification on the Supplier's suitability as you consider necessary.
- confirming whether the Supplier plans to use subcontractors in providing the Deliverables and conduct appropriate suitability assessment checks on any subcontractors; and
- ensuring that any commercial arrangements you make with Suppliers are legally compliant.

8. Linking from CCS LVPS

The CCS LVPS may contain links to websites managed by other government departments and agencies, service providers or other organisations. We do not have any control over the content on these websites.

We are not responsible for:

- the protection of any information you give to these websites; and
- any loss or damage that may come from your use of these websites, or any other websites they link to.

You agree to release us from any claims or disputes that may come from using these websites.

You should read all terms and conditions, privacy policies and end user licences that relate to these websites before you use them.

9. Using CCS content

Most content on the CCS LVPS is subject to Crown copyright protection and is published under the Open Government Licence (OGL).

Some content is exempt from the OGL - check the list of exemptions.

Departmental logos and crests are also exempt from the OGL, except when they form an integral part of a document or dataset.

If any content is not subject to Crown copyright protection or published under the OGL, we will usually credit the author or copyright holder.

You can reproduce content published on the CCS portal under the OGL as long as you follow the licence's conditions.

Contact us at info@crowncommercial.gov.uk if you want to reproduce a piece of content but are not sure if it is covered by Crown copyright or the OGL.

We make most of the content on the CCS LVPS available through feeds for other websites and applications to use. The websites and applications that use our feeds are not our products, and they might use versions of our content that have been edited and stored for later use ('cached').

We do not give any guarantees, conditions or warranties about the accuracy or completeness of any content used by these products.

We are not liable for any loss or damage that may come from your use of these products.

10. Disclaimer

While we make every effort to keep the CCS LVPS up to date, we do not provide any guarantees, conditions or warranties that the information will be:

- current;
- secure;
- accurate;
- complete; and
- free from bugs or viruses.

We do not publish advice on the CCS LVPS. You should get professional or specialist advice before doing anything on the basis of the content.

We are not liable for any loss or damage that may come from using the CCS LVPS. This includes:

- any direct, indirect or consequential losses;
- any loss or damage caused by civil wrongs ('tort', including negligence), breach of contract or otherwise;
- the use of the CCS LVPS and any websites that are linked to or from it; and

- the inability to use the CCS LVPS and any websites that are linked to or from it.

This applies if the loss or damage was foreseeable, arose in the normal course of things or you advised us that it might happen.

This includes (but isn't limited to) the loss of your:

- income or revenue;
- salary, benefits or other payments;
- business;
- profits or contracts;
- opportunity;
- anticipated savings;
- data;
- goodwill or reputation;
- tangible property;
- intangible property, including loss, corruption or damage to data or any computer system; and
- wasted management or office time.

We may still be liable for:

- death or personal injury arising from our negligence;
- fraudulent misrepresentation; and
- any other liability which cannot be excluded or limited under applicable law.

11. Requests to remove content

You can ask for content to be removed from the CCS LVPS. We will only do this in certain cases, for example if it breaches copyright laws, contains sensitive personal data or material that may be considered obscene or defamatory.

Contact us at info@crowncommercial.gov.uk to ask for content to be removed. You will need to send us the web address (URL) of the content and explain why you think it should be removed. We will reply to let you know whether we will remove it.

We remove content at our discretion in discussion with the department or agency responsible for it. You can still request information under the Freedom of Information Act and the Data Protection Act.

12. Information about you and your visits to the CCS LVPS

We collect information about you in accordance with our privacy notice and our cookie policy below. By using the CCS portal and CCS LVPS, you agree to us collecting this information and confirm that any data you provide is accurate.

The Supplier Registration Service website may use cookies. A cookie is a small file of letters and numbers that we put on your computer if you agree. These cookies allow us to distinguish you from other users of the website, which helps us to provide you with a good experience when you browse the website and also allows us to improve the site.

Most cookie and session information is destroyed when the browser closes. The LVPS provides a warning about cookie use each month, therefore this cookie information is retained for one month.

13. Virus protection

We make every effort to check and test the CCS LVPS for viruses at every stage of production. You must make sure that the way you use the CCS LVPS does not expose you to the risk of viruses, malicious computer code or other forms of interference which can damage your computer system.

We are not responsible for any loss, disruption or damage to your data or computer system that might happen when you use the CCS LVPS.

14. Viruses, hacking and other offences

When using the CCS LVPS, you must not introduce viruses, trojans, worms, logic bombs or any other material that is malicious or technologically harmful.

You must not try to gain unauthorised access to the CCS LVPS, the server on which it is stored or any server, computer or database connected to it.

You must not attack the CCS LVPS in any way. This includes “denial of service” attacks.

We will report any attacks or attempts to gain unauthorised access to the CCS LVPS to the relevant law enforcement authorities and share information about you with them.

15. Governing law

These terms and conditions are governed by and construed in accordance with the laws of England and Wales.

Any dispute you have which relates to these terms and conditions, or your use of the CCS LVPS (whether it be contractual or non-contractual), will be subject to the exclusive jurisdiction of the courts of England and Wales.

16. General

There may be legal notices elsewhere on the CCS LVPS that relate to how you use the site.

We are not liable if we fail to comply with these terms and conditions because of circumstances beyond our reasonable control.

We might decide not to exercise or enforce any right available to us under these terms and conditions. We can always decide to exercise or enforce that right at a later date. Doing this once will not mean we automatically waive the right on any other occasion.

If any of these terms and conditions are held to be invalid, unenforceable or illegal for any reason, the remaining terms and conditions will still apply.

17. Changes to these terms and conditions

Please check these terms and conditions regularly. We can update them at any time without notice.

You will agree to any changes if you continue to use the CCS LVPS after the terms and conditions have been updated.