

Social Procurement Connect – Our Terms of Service

Launched in January 2023, Social Procurement Connect is an initiative from Social Enterprise UK (“SEUK”) created to support organisations to incorporate social value and impact into their supply chains.

Social Procurement Connect is a digital service to guide and support organisations who want to improve their purchasing and buy from social enterprises, and is centred around an online resource hub and community within SEUK’s Members’ Area which contains best practice learnings and resources and tools developed by SEUK.

Building on the successes of SEUK’s Buy Social Corporate Challenge, which has directed over £350 million towards social enterprise suppliers, Social Procurement Connect takes our social procurement experience and expertise to a broader community of organisations.

These terms of service in relation to Social Procurement Connect (the “**Contract**”) are between SEUK (the trading name for Social Enterprise Coalition CIC, with company number 04426564 and registered office at c/13-15 Dock Street, London, England, E1 8JN) (“**we**” or “**us**” or “**our**”) and the SEUK member with whom this Contract has been shared (“**you**” or “**your**”).

The Contract will begin on the date that you click “Accept” to the terms of this Contract (the “**Commencement Date**”) and will continue on a rolling basis until it is terminated in accordance with clause 5. Unless otherwise expressly defined in this section, all defined terms used are as defined in the schedule to this Contract.

1. Our services

1.1 We agree to provide the following benefits to you under the Social Procurement Connect service (together the “**Services**”):

1.1.1 access to an online peer community of social procurement practitioners, social enterprises and wider private and public sector organisations which are interested in adding social value and impact into their supply chains, in each case via the Members’ Area;

1.1.2 quarterly community sessions hosted by us within the Members Area;

1.1.3 online guidance posted in the Members’ Area on a range of topics related to social procurement, including but not limited to advice on creating and implementing an organisational social procurement initiative, expert insights on social enterprise suppliers and tools for better understanding your organisation’s impact through its supply chain); and

1.1.4 premium access to the SEUK directory.

2. Your commitment to us

2.1 To enable us to properly perform the Services, you agree:

2.1.1 to co-operate with us in all matters relating to the Services;

2.1.2 not to share any guidance or other materials you access within the Social Procurement Connect Network section of the Members Area (or otherwise

through the Services) with any person beyond your immediate organisation;

2.1.3 when posting content or comments in the Members Area, to do so in a manner that is polite, respectful and civil to others, even if your views differ;

2.1.4 to withhold from posting or transmitting any material within the Members’ Area (a) that is threatening, defamatory, obscene, indecent, pornographic, abusive, liable to incite racial hatred or otherwise discriminatory; (b) which constitutes or encourages conduct that would be considered a criminal offence, give rise to civil liability, or otherwise be contrary to the law; or (c) which is technically harmful (including, without limitation, computer viruses, logic bombs, Trojan horses, worms, harmful components, corrupted data or other malicious software or harmful data); and

2.1.5 to comply with all applicable laws and regulations.

3. Fees

3.1 Subject to the remainder of this clause 3, our annual fees for providing the Services (our “**Fees**”) will depend on the relevant SEUK membership turnover band that you fall into, as follows:

Membership Band	Annual fees for Social Procurement Connect
£500,000 - £5 million	£1,500 plus VAT
£5 million - £15 million	£1,500 plus VAT
£15 million - £50 million	£2,500 plus VAT

£50 million +	£3,500 plus VAT
£500 million +	£4,500 plus VAT
Local authorities and higher education providers	£2,500 plus VAT

- 3.2 To avoid any doubt, the Fees payable for the Services are separate and additional to your general SEUK membership fees.
- 3.3 Our Fees shall be payable in full annually in advance, in each case within 30 days from the date of our relevant invoice.
- 3.4 We reserve the right to review and increase our Fees from time to time. This may apply, for example, if our costs have gone up. We will always aim to be transparent and to notify you of any increase in Fees following such review.
- 3.5 We have the right to charge interest on late payment of our Fees. If you don't make a payment that's due to us under this Contract by the due date for payment, then we have the right to ask you to pay interest on the overdue amount at the rate of [2] per cent per cent per annum above The Bank of England's base rate from time to time (unless we choose to waive this interest). Interest will accrue on a daily basis from the due date until payment of the overdue amount.
- 3.6 All amounts due from you under the Contract shall be paid by you in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).
- 3.7 If we owe you any amounts (under this Contract or otherwise), you agree that we will be able to deduct this from any amounts that you may owe to us under this Contract.
- 3.8 For the avoidance of doubt, if your general SEUK membership renewal dates do not match the applicable payment dates for the Services, you will not receive any refund in relation to any payments you have made for the Services.

4. Intellectual Property Rights

- 4.1 Each of us agree that we (being for the avoidance of doubt SEUK) own all Intellectual Property Rights in and arising from the Services.
- 4.2 If you learn of any threatened or actual infringement of the Intellectual Property Rights or of any circumstance which suggests that the use of the Intellectual Property Rights may infringe the intellectual property of a third party, you agree to promptly inform us and give all such details as we reasonably request.

4.3 We shall have the right to lead conduct of any proceedings relating to any Intellectual Property Rights and we may take whatever action, in our sole discretion, we decide in respect of any infringement or alleged infringement of it, or arising from its use.

4.4 You agree to:

- (a) not apply for registration of any of the Intellectual Property Rights (or any intellectual property that is confusingly similar to the Intellectual Property Rights) in your own name, in any part of the world;
- (b) not license (or purport to license) any other person to use any of the Intellectual Property Rights;
- (c) not use the Intellectual Property Rights other than as specifically permitted by this Contract and for its duration; and
- (d) not do anything that may adversely affect the Intellectual Property or our right or title to it.

4.5 For the avoidance of doubt, each of us agree that all rights, title and interest in or to any intellectual property owned by either of us before the Commencement Date or developed by either party separately from this Contract or unrelated to the Services throughout the duration of this Contract, shall remain the property of that Party.

5. Termination

5.1 Subject to clauses 5.3 and 5.4, each of us agree that we will provide you with the Services from the Commencement Date to and including the date falling 12 months thereafter (the "Initial Term").

5.2 In advance of the end of the Initial Term, you will receive a notification of the termination date with an invitation to renew this your membership for a further 12 months. If not renewed, the membership will terminate at the end of the Initial Term.

5.3 We may also terminate this Contract at any time with immediate effect (or following such notice period as we see fit) without prejudice to any of our rights or remedies, by giving written notice to you if:

- (a) you fail to pay any amount due under this Contract on the due date for payment and remain in default not less than 30 days after being notified in writing to make such payment; or
- (b) you commit a material breach of any term of this Contract and (if such breach is remediable) you fail to remedy that breach within a period of 14 days after being notified in writing to do so; or

- (c) you repeatedly breach any of the terms of this Contract; or
 - (d) you cease to be a SEUK member.
- 5.4 Either of us may terminate this Contract with immediate effect at any time without prejudice to any of its rights or remedies, by giving written notice to the other party if an Insolvency Event occurs in respect of the other party.
6. **Consequences of Termination**
- 6.1 Any termination or expiry of this Contract shall not affect any of your or our respective rights or obligations that have accrued up to that termination or expiry date.
- 6.2 On termination or expiry of this Contract for any reason, you shall:
- (a) immediately pay us the full amount of all unpaid sums due and payable to us; and
 - (b) immediately stop using any Intellectual Property generated in connection with the Services.
7. **Liability and indemnity**
- 7.1 You agree to indemnify us against all liabilities, costs, expenses, damages and losses suffered or incurred by us arising out of or in connection with your breach or negligent performance or non-performance of this Contract **provided that** your total liability to us in respect of all such liabilities shall not exceed the greater of (i) the total amount paid by you pursuant to the terms of this Contract, and (ii) such sum as shall be receivable by us in respect of any claim under your insurance policy.
- 7.2 Our total liability to you in contract, tort (including negligence), breach of statutory duty or otherwise, arising under or in connection with this Contract, shall not exceed the greater of (i) the sum paid by you under the Contract or (ii) such sum as shall be receivable by you in respect of any claim under our insurance policy.
- 7.3 Each of us shall not be responsible to the other party for loss of profits, loss of sales or business, loss of agreements or contracts, loss of anticipated savings, loss or use of corruption of software, data or information, loss of damage to goodwill and any indirect or consequential loss or financial, economic, reputation or opportunity losses, including those brought on by the actions of third parties (including sub-contractors, third party providers and freelancers).
- 7.4 Nothing in this clause shall restrict or limit our general obligation at law to mitigate a loss we may suffer or incur as a result of an event that may give rise to a claim under the indemnity given by you in clause 7.1 above.
- 7.5 This clause 7 shall survive any termination or expiry of this Contract.
8. **Data Protection**
- In this clause 8 the terms “**Personal Data**”, “**controller**”, “**Processor**” and “**Processing**” shall have the meanings given to those terms in the Data Protection Legislation and “**Process**” shall be construed accordingly.
- 8.1 Each of us agrees to comply with our respective obligations under the Data Protection Legislation in relation to any Processing of Personal Data that it carries out in connection with this Contract.
- 8.2 Each of us agrees to use reasonable endeavours to ensure that we (or you) do not act or omit to act in a way that may cause the other party to breach any of its obligations under the Data Protection Legislation.
- 8.3 Each of us agrees to co-operate in good faith to ensure as far as reasonably possible that each of us is able to perform its obligations under this Contract in compliance with the Data Protection Legislation.
- 8.4 To the extent that you and we share personal data in connection with this Contract as joint or independent controllers, we shall, where both of us deem it necessary, enter into a separate data sharing agreement in a form prescribed by both of us.
- 8.5 To the extent that either of us is Processing Personal Data on behalf of the other party as a Processor, both of us shall enter into a data processing agreement which complies with the requirements of the Data Protection Legislation.
9. **Events beyond your or our control (Force Majeure)**
- 9.1 For the purposes of the Contract, “**Force Majeure**” means, in relation to either of us, any circumstances beyond the reasonable control of that party including, without limitation, any strike, lock-out or other form of industrial action termination, civil disturbance, war, risk, fire, explosion, storms, flood, earthquake, epidemic or other natural physical disaster.
- 9.2 If any Force Majeure occurs in relation to either of us which affects or may affect the performance of any of your or our obligations under this Agreement, the relevant party shall promptly notify the other party as to the nature and extent of the circumstances in question.
- 9.3 Neither party shall be deemed to be in breach of this Contract, or shall otherwise be liable to the other, by

- reason of any delay in performance, or the non-performance, of any of its obligations under, to the extent that the delay or non-performance is due to any Force Majeure of which it has notified the other party, and the time for performance of that obligation shall be extended accordingly.
- 9.4 If the performance by either party of any of its obligations under this Agreement is prevented or delayed by Force Majeure for a continuous period in excess of three months, the parties shall enter into bona fide discussions with a view to alleviating its effects, or to agreeing upon such alternative arrangements as may be fair and reasonable.
10. **Complaints and feedback**
- 10.1 We hope that there won't be any complaints, but we do appreciate that sometimes things don't go according to plan. If you do have any complaints about any part of the Services, we will aim to investigate these, working together with you where possible and then take appropriate action to ensure the complaint is satisfactorily resolved.
- 10.2 If you would like to feedback any suggestions or comments to us generally about the Services, please do not hesitate to contact us at socialprocurement@socialenterprise.org.uk
11. **Variation**
- We (acting reasonably) reserve the right to make variations to the terms of this Contract from time to time and you shall be bound by such variations, provided always that we shall as soon as reasonably practicable provide you with written notice of any such variations.
12. **Notices**
- 12.1 Any notice given pursuant to this Contract shall be in writing to the contact details agreed between us from time to time, and shall be sufficiently given and deemed to be received: if by hand, on delivery; if by pre-paid first-class post, on the Business Day after posting; and if by email, the time the email is sent if sent to the correct email address provided no notice of delivery failure is received.
13. **General**
- 13.1 Neither of us may transfer or assign this Contract or any of our respective rights and obligations under it without the prior written consent of the other party.
- 13.2 A person who is not a party to this Contract shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Contract.
- 13.3 Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture
- 13.4 This Contract and any documents referred to in it constitute the whole agreement between the parties and supersedes any previous arrangement, understanding or agreement between them relating to the subject matter of this Contract. If there is an inconsistency between the terms of this Contract or any other documents referred to in it the terms of this Contract shall prevail.
- 13.5 If any provision or part-provision of this contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this Contract.
- 13.6 No failure or delay by either of us to exercise any right or remedy provided under this Contract or by law shall constitute a waiver of that (or any other) right or remedy, nor shall it preclude or restrict the further exercise of that or any other right of remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that (or any other) right or remedy.
- 13.7 If any dispute arises in connection with this Contract, both of us shall first attempt to settle it in good faith between us for a period of at least 30 days (or such longer time as both of us may agree). If both of us are not able to resolve the dispute within this time, we shall seek to resolve the dispute by way of mediation in accordance with the CEDR Model Mediation Procedure. Unless otherwise agreed between the parties, the mediator shall be nominated by CEDR. To initiate the mediation, a party shall give notice in writing (ADR notice) to the other party requesting mediation. A copy of the request should be sent to CEDR. The mediation shall start not later than 14 days after the date of the ADR notice. The commencement of mediation shall not prevent the parties commencing or continuing court proceedings or any arbitration.
- 13.8 This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.
- 13.9 Each of us irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction

to settle any dispute or claim arising out of or in connection with this Contract or its subject matter or

formation (including non-contractual disputes or claims).

SCHEDULE

Definitions and Interpretation

In this Contract, the following words shall have the following meanings:

1. **Data Protection Legislation** all applicable data protection and privacy legislation in force from time to time in the UK including the General Data Protection Regulation ((EU) 2016/679) as implemented into UK law; the Data Protection Act 2018; the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended;
 6. **Insolvency Event** a receiver, administrative receiver, receiver and manager, interim receiver, custodian, administrator or similar officer is appointed in respect of the relevant Party or over a substantial part of that Party's assets or any third party takes steps to appoint such an officer in respect of the relevant Party or an encumbrancer takes steps to enforce or enforces its security; and
 7. **Intellectual Property Rights** all trademarks, business names, domain names, patents, copyrights and design rights (whether registered or not) and all applications for any of the foregoing and related rights, and all rights of confidence and in know-how however arising for their full term and any renewals and extensions, in each case relating to the Services or otherwise owned by us and as acquired by us from time to time.
- (a) A reference to any party shall include that party's personal representatives, successors and permitted assigns.
 - (b) A reference to a statute or statutory provision is a reference to it as it is in force as at the date of this Contract, as may be amended, updated or replaced from time to time.
 - (c) A reference to this Contract or any other agreement a reference to that document as amended, novated, supplemented or replaced from time to time.
 - (d) A reference to "written" or "writing" shall include emails.