

## Social Enterprise UK Membership – Our Terms and Conditions

These terms and conditions (the “**Membership Agreement Terms**”) are between Social Enterprise UK (the trading name for Social Enterprise Coalition CIC, with company number 04426564 and registered office at c/o 13-15 Dock Street, London, England, E1 8JN) (“**we**” or “**us**” or “**our**”) and the SEUK member with whom these Membership Agreement Terms have been shared (“**you**” or “**your**”).

The Membership Agreement Terms will begin and become legally binding on the date that you click “Accept” to the these Membership Agreement Terms (the “**Commencement Date**”) and will continue until it is terminated in accordance with these Membership Agreement Terms t. Unless otherwise expressly defined in this section, all defined terms used are as defined in the schedule to these Membership Agreement Terms.

Each of the following terms and conditions, our [Privacy Policy](#) and our Acceptable Use Policy (each as updated by us from time to time) together form part of the Membership Agreement Terms and govern your membership with us. If there is any conflict or inconsistency between the provisions of the Membership Agreement Terms, such conflict or inconsistency must be resolved according to the following order of priority: (1) these terms and conditions, (2) our Privacy Policy; and (3) our Acceptable Use Policy.

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| <p><b>1. OPTIONS AND APPLICATION FOR MEMBERSHIP</b></p> <p>1.1 Each of us agree that there are two categories of Social Enterprise UK membership:</p> <p>1.1.1 Social Enterprise UK membership as a social enterprise (“<b>Social Enterprise Membership</b>”, with each such member being a “<b>Social Enterprise Member</b>”); and</p> <p>1.1.2 Social Enterprise UK membership as a supporter of social enterprises (“<b>Supporter Membership</b>”, with each such member being a “<b>Supporter Member</b>”),<br/><br/>(Each Social Enterprise Member and Supporter Member being a “<b>Member</b>”, as the context requires).</p> <p>1.2 Acceptance as a Member of Social Enterprise UK is at our sole discretion, though you will usually be eligible to be admitted if you satisfy the conditions applicable to the category of membership applied for, as set out <a href="#">here</a> (as we may update from time to time).</p> <p>1.3 We reserve the right to decline your application and are not bound to publish or otherwise communicate the reasons. This will usually include consideration of criteria such as those set out on our website page <a href="#">here</a>.</p> <p>1.4 Membership is annual and is valid for twelve consecutive months from the day of joining (the “<b>Initial Term</b>”).</p> <p>1.5 Two months before the end of the Initial Term, you will receive a notification of the termination date of your membership and with an invitation to renew your membership.</p> | <p>1.6 Each time you renew your membership, you will be deemed to accept the Membership Agreement Terms.</p> <p>1.7 Your membership is non-transferable and non-transmissible.</p> <p>1.8 You warrant that all information provided to us on application for membership is true and accurate at the point of submission.</p> <p>1.9 You acknowledge and accept that failure to provide true and accurate information may result in your application for membership being refused or any existing Social Enterprise UK membership you may have being suspended or terminated and, in such circumstances, there will be no refund of any membership Fees.</p>  |
|  | <p><b>2. MEMBERSHIP BENEFITS AND OBLIGATIONS</b></p> <p>2.1 All Social Enterprise UK members have the right to vote under the Articles of Association (accessed via Companies House <a href="#">here</a>).</p> <p>2.2 As a Social Enterprise Member, you will have access to a range of bespoke membership benefits as set out <a href="#">here</a> (as we may update from time to time).</p> <p>2.3 As a Supporter Member, you will have access to bespoke membership benefits as set out <a href="#">here</a> (as we may update from time to time).</p> <p>2.4 As a Member of Social Enterprise UK, you agree to:</p> <p>2.4.1 provide us with a key contact who will be listed on the membership directory, and you must inform us if the key contact changes;</p> <p>2.5 promptly notify us of any change in your circumstances which may affect your eligibility or categorisation as a Member;</p> |

2.5.1 promptly co-operate with us in all matters relating to your membership as set out in the Articles of Association accessed via Companies House [here](#)).

**3. FEES FOR MEMBERSHIP**

3.1 Subject to the remainder of this clause 3, the annual fees payable by you for Social Enterprise UK membership (our “Fees”) will depend on your annual turnover, which you shall disclose to us annually during the renewal process. The relevant Social Enterprise UK membership band that you fall into is set out below with all fees exempt from VAT:

3.1.1 Social Enterprise Members:

Membership Band	Annual fees
£0 – 100K turnover	Free
£100K – 500K turnover	£205
£500K – 5M turnover	£625
£5M – 15M turnover	£1,725
Universities & Local Authorities	£1,725
£15M – 50M turnover	£3,250
£50M – 500M turnover	£5,450
£500M+ turnover	£7,350

3.1.2 Supporter Members

Membership Band	Annual fees
£0K – 500K turnover	£205
£500K – 5M turnover	£625
£5M – 15M turnover	£1,725
Universities & Local Authorities	£1,725
£15M – 50M turnover	£3,250
£50M – 500M turnover	£5,450
£500M+ turnover	£7,350

3.2 Our Fees shall be payable in full annually in advance, in each case within 30 days from the date of our relevant invoice.

3.3 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.

3.4 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 these Membership Agreement Terms 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 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.

3.5 If you fail to pay your Fees at any time, we also reserve our right to suspend your membership until payment is received.

3.6 All amounts due from you under the Membership Agreement Terms shall be paid by you in full without any set-off, counterclaim, deduction or withholding.

3.7 If we owe you any amounts (under these Membership Agreement Terms or otherwise), you agree that we will be able to deduct this from any amounts that you may owe to us under these Membership Agreement Terms.

**4. SOCIAL ENTERPRISE UK NAME, LOGO AND OTHER IP RIGHTS**

4.1 You agree that we own all Intellectual Property Rights in relation to the following:

4.1.1 the name “Social Enterprise UK”;

4.1.2 the Social Enterprise UK logo[s]; and

4.1.3 the badges for:

(a) Social Enterprises: the Certified Social Enterprise badge; and

(b) Supporters: the supporter member badge

(together the “**Social Enterprise UK Branding**”).

4.2 You may, during the term of your membership, use the badges as set out at clause 4.1.3 above, on websites, promotional and other material to inform the public that you are a Member of Social Enterprise UK.

4.3 You shall not amend the Social Enterprise UK Branding in any way whilst using it, nor shall you use it in any way which may be considered to be misleading or to misrepresent the nature of your membership of or relationship with Social Enterprise UK.

4.4 For the avoidance of doubt all your rights to use the Social Enterprise UK Branding shall immediately cease in the event that you stop being a Member of Social Enterprise UK for whatever reason (which may

include cancellation or termination of your membership under clause 5). In such an eventuality you must immediately cease to use the Social Enterprise UK Branding which shall include removing all usages from all websites and promotional and other material.

## 5. TERMINATION

- 5.1 You may cancel your membership with us at any time by providing us with least 60 days' notice in writing.
- 5.2 You will be responsible for the payment of all Fees due and payable up to the date of cancellation.
- 5.3 We will not refund any membership Fees that you have already paid if you opt to exercise your cancellation rights.
- 5.4 We may cancel your membership and 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 these Membership Agreement Terms 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 these Membership Agreement Terms 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 you repeatedly breach any of the terms of these Membership Agreement Terms; or
  - (c) you are not or no longer eligible for Social Enterprise UK membership within the relevant category and not eligible to be admitted to another membership category; or
  - (d) in our view, your continued membership risks bringing Social Enterprise UK into disrepute in any way.
- 5.5 We may change your category of membership, or request that you apply for a different category, if evidence comes to light which indicates to us that you should be, or it is in the interests of Social Enterprise UK as a whole for you to be, in a different category of membership.
- 5.6 Either of us may also terminate these Membership Agreement Terms 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 these Membership Agreement Terms 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 these Membership Agreement Terms 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 Social Enterprise UK Branding.

## 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 these Membership Agreement Terms **provided that** your total liability to us in respect of all such liabilities shall not exceed the greater of the total amount paid by you pursuant to the terms of these Membership Agreement Terms.
- 7.2 Our total liability to you in contract, tort (including negligence), breach of statutory duty or otherwise, arising under or in connection with these Membership Agreement Terms, shall not exceed the greater of the sum paid by you under the Contract.
- 7.3 Each of us shall **not** be responsible to the other party for the following (in each case to the extent permitted by law):
- 7.3.1 any liability for damage to, or loss of, personal belongings or other property whilst attending any premises of Social Enterprise UK or any event organised by Social Enterprise UK;
  - 7.3.2 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 or loss of damage to goodwill; or
  - 7.3.3 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 these Membership Agreement Terms.

**8. DATA PROTECTION**

We will use any personal data provided as a member in accordance with our [Privacy Policy](#), which can be accessed here. Please note that the Privacy Policy may be updated from time to time.

**9. EVENTS BEYOND YOUR OR OUR CONTROL (FORCE MAJEURE)**

9.1 Neither party shall be deemed to be in breach of these Membership Agreement Terms, 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 promptly notified the other party to the nature and extent of the circumstances in question, and the time for performance of that obligation shall be extended accordingly.

9.2 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, either of us shall be entitled to terminate these Membership Agreement Terms (and clause 6 shall apply accordingly).

**10. COMPLAINTS AND FEEDBACK**

10.1 We hope that you are happy with your membership, but we do appreciate that sometimes things don't go according to plan. If you do have any complaints about any part of your membership, 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 Member Services, please do not hesitate to contact us at [membership@socialenterprise.org.uk](mailto:membership@socialenterprise.org.uk).

**11. VARIATION**

We reserve the right to make variations to the terms of these Membership Agreement Terms from time to time and you shall be bound by such variations, provided always that we shall as soon as reasonably practicable provide written notice of such variations (either to you or directly on the SEUK website).

**12. NOTICES**

12.1 Any notice given pursuant to these Membership Agreement Terms 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 these Membership Agreement Terms 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 these Membership Agreement Terms shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of these Membership Agreement Terms.

13.3 These Membership Agreement Terms constitutes the entire agreement between each of us and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

13.4 Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, nor constitute any party the agent of another party, nor authorise any party to make or enter into any commitments for or on behalf of any other party.

13.5 If any provision or part-provision of these Membership Agreement Terms 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 these Membership Agreement Terms.

13.6 No failure or delay by either of us to exercise any right or remedy provided under these Membership Agreement Terms 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 these Membership Agreement Terms, 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 these Membership Agreement Terms or its subject matter or formation (including non-contractual disputes or claims).

## SCHEDULE

### DEFINITIONS AND INTERPRETATION

In these Membership Agreement Terms, the following words shall have the following meanings:

<b>Data Protection Legislation</b>	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;
<b>Force Majeure</b>	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.
<b>Insolvency Event</b>	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
<b>Intellectual Property Rights</b>	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 these Membership Agreement Terms, as may be amended, updated or replaced from time to time.
- (c) A reference to these Membership Agreement Terms 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.