



## **East Sussex Social Value Marketplace Terms & Conditions of Use**

These Terms apply to organisations from the private, public, and voluntary, community and social enterprise (VCSE) sectors that create offers, requests and profiles on the East Sussex Social Value Marketplace.

### **(1) By using the East Sussex Social Value Marketplace you accept these Terms and Conditions of use**

- 1.1 By using the East Sussex Social Value Marketplace (the “SV Marketplace”), you confirm that you accept these Terms and Conditions of use (“Terms”) and that you agree to comply with them.
- 1.2 If you do not agree to these Terms, you must not use the site.
- 1.3 East Sussex County Council (“ESCC”) recommend that you print a copy of these Terms for future reference.
- 1.4 ESCC makes every effort to ensure that the information on the SV Marketplace is accurate and up to date. However, ESCC does not accept responsibility for any loss or inconvenience caused by reliance on inaccurate material contained within the SV Marketplace.
- 1.5 Links to other sites are provided for your convenience and do not imply ESCC's endorsement of them and ESCC does not accept responsibility for information contained on third party sites.

### **(2) Laws**

- 2.1 These Terms, their subject matter and their formation, are governed by English Law. You and ESCC both agree that the courts of England and Wales will have exclusive jurisdiction.

### **(3) Changes to these Terms**

- 3.1 ESCC amend these Terms from time to time.
- 3.2 Please check these Terms to ensure you understand the Terms that apply every time you wish to use our site.

### **(4) Purpose of the East Sussex Social Value Marketplace**

- 4.1 The SV Marketplace is intended to be a space where organisations from the private, public and VCSE sectors that are working to improve the social, economic and environmental wellbeing of East Sussex can connect, collaborate and coordinate the delivery of social value based on what our residents and communities need.
- 4.2 ESCC reserves the right to review on a case by case basis whether or not a request and/or offer aligns to the intended purpose of the site.

## **(5) Changes to the East Sussex Social Value Marketplace**

- 5.1 ESCC may update and change the SV Marketplace from time to time to reflect changes to our users' needs and our local priorities.

## **(6) Suspension or withdrawal of East Sussex Social Value Marketplace**

- 6.1 The SV Marketplace is made available free of charge.
- 6.2 ESCC may suspend or withdraw or restrict the availability of all or any part of the SV Marketplace due to legislative, policy, funding and/or operational reasons. ESCC will try to give you reasonable notice of any suspension or withdrawal.
- 6.3 You are also responsible for ensuring that all persons who access the SV Marketplace through your internet connection are aware of these Terms and Conditions and that they comply with them.

## **(7) Locality**

- 7.1 The SV Marketplace has been developed for the purpose of increasing opportunities and benefits for the residents, communities and organisations based in East Sussex specifically.
- 7.2 The SV Marketplace can be used by organisations based outside East Sussex if they are delivering services within East Sussex and want to offer benefits to East Sussex residents, communities and organisations.
- 7.3 ESCC may remove posts if they do not support East Sussex residents, communities and organisations.

## **(8) Keeping Account Details Safe**

- 8.1 You must treat as confidential and not disclose to any third party, any user identification code, password or any other piece of information provided as part of our security procedures

- 8.2 ESCC have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these Terms and/or privacy policy.

## **(9) Organisations' Offers, Requests and Profiles**

- 9.1 The SV Marketplace will include information and materials (offers, requests and profiles) uploaded by organisations using the site.
- 9.2 ESCC will make every effort to ensure that the information posted on the SV Marketplace is an accurate representation of the requests and offers available. However, ESCC do not accept responsibility for any errors in information, failure of users to gain appropriate consent to use media, responses and/or commitments made that are posted and/or actioned by users. The views expressed by other users on the SV Marketplace do not represent ESCC's views or values.

## **(10) Making a Complaint and/or Reporting an Issue**

- 10.1 If you wish to complain you can:
- 10.1.1 Email the Administrator at: [socialvalue@eastsussex.gov.uk](mailto:socialvalue@eastsussex.gov.uk)
  - 10.1.2 Use the "Report Organisation" link which can be found on each organisations profile
  - 10.1.3 Use the "Report Post" link which can be found on every offer or request
  - 10.1.4 Use the "Contact Us" form in the Help section under "About"

## **(11) Feedback**

- 11.1 All organisations must provide feedback if they use the site.
- 11.2 It is important that all organisations provide feedback on both offers and requests so that ESCC and the third parties listed at part 5 of the Privacy Notice can measure the delivery of social value in the county, understand the impact of our combined efforts, manage the performance of the site, and ensure that the SV Marketplace continues to be a useful tool in driving benefits to our communities.
- 11.3 If an organisation elects to "Claim Offer" or "Offer Help" they must provide feedback within four (4) weeks of the offer being delivered or request being fulfilled.
- 11.4 If the organisation fails to provide feedback within the timescales stated in clause 9.3, the Administrator will clarify when the organisation(s) will provide feedback, and, if appropriate, allow the organisation(s) an extension of time to provide the Feedback.

- 11.5 If the organisation does not provide feedback after discussion with the Administrator and/or at the end of any agreed extension period (as set out in clause 9.4), ESCC reserves the right to suspend and/or delete the account of such organisation failing to provide Feedback.
- 11.6 If an organisation(s) claims an offer or offers help but does not end up accessing the offer or delivering the request, both organisation(s) must still provide Feedback to the Administrator confirming that they did not work together.
- 11.7 If an organisation provides feedback as set out in clause 9.6, the post will be removed from their “Feedback to Write” section in their account profile, the Administrator will receive notification that no delivery has taken place, however we reserve the right to request feedback to understand as to why it was not successful.

## **(12) Our Responsibility for Loss or Damage suffered by you**

**All Users (includes individuals and organisations that have registered on the SV Marketplace and/or have been given access to an account on the site):**

- 12.1 ESCC do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors and for fraud or fraudulent misrepresentation.

### **All organisations:**

- 12.2 ESCC exclude all implied conditions, warranties, representations or other terms that may apply to the SV Marketplace or any content on it.
- 12.3 ESCC will not be liable to you for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:
- Use of, or inability to use, our site; or
  - Use of or reliance on any content displayed on our site.
  - In particular, ESCC will not be liable for:
    - Loss of profits, sales, business, or revenue;
    - Business interruption;
    - Loss of anticipated savings;
    - Loss of business opportunity, goodwill or reputation; or
    - Any indirect or consequential loss or damage.

### **(13) Events**

- 13.1 If ESCC advertises an event and it cannot go ahead as planned, ESCC will update the SV Marketplace accordingly. It is your responsibility to ensure that you check the SV Marketplace for any updates.
- 13.2 ESCC do not accept responsibility for publicised events that are not organised by ESCC.

### **(14) Uploading Content to our Site**

- 14.1 ESCC have the right to disclose your identify to any third party who is claiming that any content posted or uploaded by you to the SV Marketplace constitutes a violation of their intellectual property rights, or of their right to privacy.
- 14.2 You must comply with the content standards set out in these Terms whenever you make use of a feature that allows you to upload content to our site, or to make contact with other users of the site.
- 14.3 You warrant that any such contribution does comply with those standards, and you will be liable to us and indemnify us for any breach of that warranty. This means you will be responsible for any loss or damage ESCC suffer as a result of your breach of warranty.
- 14.4 Any content you upload to the SV Marketplace will be considered non-confidential.
- 14.5 You retain all of your ownership rights in your content, but you are required to grant ESCC, a limited licence to use, store and copy that content and to distribute and make available to third parties outside of the SV Marketplace.
- 14.6 The rights you license to us are described in (13) Rights you are giving us to use materials you upload.
- 14.7 ESCC have the right to remove any posting you make on the SV Marketplace if as stated in clause 14.2, in our opinion, your post does not comply with the content standards set out within these Terms.
- 14.8 You are solely responsible for securing and backing up your content.
- 14.9 In addition, any material uploaded should not be changed and/or commercialised unless written permission is obtained from the owner of the material.
- 14.10 Commercial usage is prohibited unless formal written permission is obtained beforehand.
- 14.11 ESCC do not store terrorist content.

## **(15) Rights you are giving us to use material you upload**

15.1 When you upload or post content to our site, you grant us the following rights to use that content:

15.1.1 You grant ESCC a perpetual, worldwide, non-exclusive, royalty-free, transferable licence to use (including to promote the SV Marketplace), reproduce, distribute (to third parties listed at part 5 of the Privacy Notice), prepare derivative works of, display and perform your user-generated content, in connection with the service provided by the SV Marketplace and across different media

15.1.2 You grant the third parties listed at part 5 of the Privacy Notice, a perpetual, worldwide, non-exclusive, royalty-free, transferable licence to use, reproduce, display and perform your user-generated content, in accordance with the functionality of the site.

15.2 The Rights granted through clauses 15.1 of these Terms expire when the organisation ceases to be a member of the SV Marketplace or earlier if the user deletes their content from the site.

## **(16) Consent**

16.1 All users must ensure, prior to uploading any material to the site, not belonging to the user uploading the relevant material that they have from the owner of the material:

16.1.2 explicit consent to upload the material;

16.1.3 explicit consent for the material to be shared with third parties outside of the SV Marketplace; and

16.2 All users must ensure that they do not infringe rights in the material in uploading the relevant material to the site.

## **(17) Intellectual Property and Copyright**

17.1 ESCC is the owner or the licensee of all intellectual property rights in this site, and in all ESCC material uploaded by ESCC on the SV Marketplace (including text and images). Those works are, unless otherwise stated, the copyright of ESCC.

## **(18) Privacy Notice**

18.1 To see what information is collected and how it is used, please see our [privacy policy](#).

## **(19) User policy and disclaimer**

19.1 You must not use information contained on SV Marketplace to:

- 19.1.1 transmit any unsolicited or unauthorised advertising, promotional materials, 'junk mail', 'spam', 'chain letters', or any other form of solicitation
- 19.1.2 'stalk' or otherwise harass individuals
- 19.1.3 collect or store personal data about individuals for commercial gain

19.2 You must not reproduce, duplicate, copy, sell, resell or exploit for any commercial purposes, any portion of the SV Marketplace website, database or printed publication and must not re-use any images or materials uploaded by other users and/or organisations for any other purpose.

19.3 Please note that ESCC cannot guarantee to:

- offer an error free or uninterrupted service
- ensure that the results obtained from SV Marketplace will be accurate or reliable
- ensure the quality of any services, information or other material obtained by you from organisations on the SV Marketplace will meet your expectations
- be responsible for ensuring that users uploading material have explicit consent from the owner of the material and are not infringing the rights in the material
- be responsible for any commitments and/or agreement made between users, for example:
  - If a request for support is posted by one user ("User A") and an offer of support is made relating to this request by another user ("User B"), any agreement between the users and/or commitment made by User B and any issues that may arise from any agreement and/or commitment, will remain the responsibility of User A and User B.
- fulfil the agreements or commitments made by any user unless that user has written permission from ESCC to make the agreement/commitment on behalf of ESCC.

## **(20) Policies**

20.1 ESCC may, at any time request copies of the following policies/evidence to demonstrate compliance with relevant legislation, including but not limited to:

- Constitution/Governing document;
- GDPR Policy;
- Public Liability Insurance
- Employee Liability Insurance
- Complaints Policy/Procedure;
- Health and Safety Policy;
- Equality and Diversity Policy;

- Safeguarding Policy – Children and Adults; and
- Modern Slavery Statement

20.2 ESCC will only request policies that are legally required and/or relevant to the size and nature of the organisation.

20.3 The request will be made digitally (via the SV Marketplace or via email) and you must acknowledge receipt of the request within 14 working days.

20.4 ESCC reserves the right to suspend and/or delete the account of any organisation and/or user failing to provide evidence of required legal compliance.

20.5 The policies we request will be proportionate and relevant to the organisations structure, size, nature of operations and customers / service users

## **(21) Criteria for VCSE Organisations**

21.1 The following outlines the criteria for a voluntary, community and social enterprise (VCSE) organisation to register and post requests on the SV Marketplace.

21.2 For the purposes of the SV Marketplace a VCSE organisation is defined as:

- A not-for-profit organisation with a social purpose other than to make private profit for directors, members or shareholders.
- You do not need to be a formally constituted group to register, for example you may be a group of friends or neighbours who want to start some community activity in your area.

However, groups should have a set of rules or a constitution outlining governance arrangements.

21.3 Before registering you may want to gather some key information so that you have it to hand:

- Group/organisation details and contact details;
- Charity or CIC number (if applicable);
- A description of what your group/organisation does;
- A description of the request; and
- Evidence of consents, permissions, policies, and/or assessments that show the request is within the remit of the VCSE organisations (follows the Aims, objective and purpose) of the group/organisation.



21.4 Any organisation can use the SV Marketplace to both make requests for resources and offer resources.

21.5 However a request must meet the following criteria:

- The request must come from a not-for-profit organisation based in East Sussex
- The request must benefit people who live or work in East Sussex, or a community in East Sussex
- The request cannot advance or benefit political, religious activities or illegal activities.

## **(22) Inclusion policy**

22.1 ESCC reserves the right to decide on a 'case by case' basis whether or not an organisation can be included on the SV Marketplace.

22.2 ESCC will not include information which:

- discriminates, harasses or victimises anyone because of the protected characteristics set out in the Equality Act 2010.
- is unlawful, harmful, threatening, abusive, harassing, defamatory, vulgar, obscene, libellous, invasive of another's privacy, hateful, or otherwise objectionable or harms minors in any way.
- impersonates any person or entity.
- infringes any patent, trademark, trade secret, copyright or other rights of any party.

22.3 As a representative of an organisation, you agree to:

- provide true, accurate, current and complete information about your organisation as prompted by ESCC
- respond to communications from ESCC within the deadlines given in correspondence.
- obtain consent from other members and officials of your organisation in order for their details to be published on the internet and in the hardcopy directories.
- obtain explicit consent for media you upload and/or reference in your organisation profile, offers, requests and feedback.
- update the fulfilment of your request on the SV Marketplace when you receive support and provide true, accurate and evidenced based feedback on the support received.
- provide feedback confirming organisations you have worked with and benefits received or delivered

22.4 If you provide any information that is untrue, inaccurate, not current or incomplete, or ESCC has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, ESCC has the right to remove or amend it.

22.5 You acknowledge and agree that ESCC may disclose information in the following circumstances:

- for the purpose of properly administering your details in accordance with the operating procedures of ESCC.
- if required to do so by law or in the good faith belief that any such preservation or disclosure is reasonably necessary to comply with legal process.
- respond to claims that any content violates the rights of third-parties.
- protect the rights, property, or personal safety of ESCC its users and the public.
- If required to do so in response to a Freedom of Information request.
- for the purposes outlined in the Privacy Notice to improve the social, economic and environmental wellbeing of the county

### **(23) Deletion of Accounts, Requests and Offers**

23.1 All registered users of the SV marketplace can at any time request for their account to be deleted and all associated information to be removed.

23.2 All requests and offers have an expiry default setting of three (3) months however this can be updated by organisations based on the availability of the offer or requirement of the request

23.2 organisations will receive an automatic email notification a week before the post is due to expire.

23.3 ESCC requests that no political bias is evident in an organisations' offer, request or profile.

23.4 ESCC reserves the right, in the event that an organisations' offer, request and/or profile are found to contain political bias, to remove the content from the SV Marketplace.