

SOCIAL VALUE PORTAL CONSULTANCY TERMS AND **CONDITIONS**

General Terms & Conditions

1. Basis of Contract

- 1.1. The Contract shall come into existence and commence on the date both Parties have signed an Order Form incorporating these Terms.

2. Applicability of Terms

- 2.1. The provisions of clauses 1 to 31 and Appendix 1 of these Terms shall apply to the Contract in all cases. In addition:
- 2.2. The express terms set out in the Contract are in lieu of all express or implied conditions, warranties and obligations implied by statute, common law or otherwise, all of which are hereby excluded to the fullest extent permitted by law.
- 2.3. These Terms apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

3. Provision of the Consultancy Services

- 3.1. SVP shall provide the Consultancy Services:
 - 3.1.1. in a professional manner with reasonable skill and care;
 - 3.1.2. using members of staff who, in SVP's judgement, have adequate training or experience to
 - 3.1.3. perform the tasks assigned to them;
 - 3.1.4. so that, as far as SVP are aware, any Deliverables it provides to the Customer will not infringe the IPR of any third party; and
 - 3.1.5. where working at the Customer's premises, in accordance with any policies in force there which the Customer has notified to SVP in advance.
- 3.2. SVP shall supply the Consultancy Services to the Customer from the date set out in the Order Form for the time period set out in the Order Form. The estimated completion date for the Consultancy Services is as set out in the Order Form or until the Consultancy Services have been completed or until either Party terminates the Contract in respect of the provision of the Consultancy Services in accordance with the provisions of the Contract.

4. Customer Obligations

- 4.1. The Customer is solely responsible for ensuring that the Customer and the Customer group companies and its and their staff comply with these Terms in relation to the use made of the Consultancy Services and any Deliverables.
- 4.2. The Customer shall provide SVP with such information as it may reasonably require in order to provide the Services. The information provided by the Customer must be accurate and complete and in line with SVP

guidance notes. SVP shall not be responsible for checking the accuracy of the information provided by the Customer. The Customer shall ensure that its data sources are clearly identifiable and open to evaluation by SVP.

- 4.3. If any information requested by SVP is not provided within a reasonable time, or the information is incomplete or inaccurate, SVP may at its discretion either terminate the Contract in respect of
 - 4.3.1. the provision of the Consultancy Services forthwith by written notice to the Customer, or make a reasonable additional charge to the Customer to compensate SVP for any extra work that is required as a result.
- 4.4. The Customer shall provide SVP with such access to the Customer's personnel and stakeholders as SVP may reasonably require for the purposes of performing the Consultancy Services.
- 4.5. SVP shall not be responsible or be liable for any delay in providing the Consultancy Services or not providing any part of them to the extent this is caused or contributed to by the Customer's failure to provide information or access to personnel and stakeholders requested by SVP within a reasonable time of such request.

5. Acceptance of the Services and Deliverables

- 5.1. The Deliverables will be accepted by the Customer when the acceptance criteria (if any) set out in the Order Form have been met or when the Customer makes use of the Deliverables, whichever occurs first. Where no criteria are specified, Deliverables will be deemed to be accepted by the Customer 7 days after delivery, unless SVP has been notified to the contrary.

6. Deliverables and Intellectual Property Rights

- 6.1. The Customer agrees that the Consultancy Services and Deliverables are provided for the Customer's own internal use, solely for the intended purpose, and may not be referenced or distributed to any other Party without SVP's prior written consent.
- 6.2. The Customer shall have the right to reproduce and adapt the Deliverables for its own internal purposes, provided it has complied with its obligations under the Contract.
- 6.3. SVP shall retain all IPR in the Deliverables including any derivative works generated from it and will have the unrestricted rights to use for any purpose:
 - 6.3.1. All ideas, know-how, concepts, methodologies, formulae, tools and technique developed by SVP, used to produce or incorporated in the Deliverables; and
 - 6.3.2. The format, sequence, structure of the Deliverables, including any text and images which are not specific to the Customer, its employees and business.

7. Goodwill Guarantee

- 7.1. If the Customer believes that the Consultancy Services have not been provided in accordance with the Order Form and SVP agrees that this is the case:
 - 7.1.1. if re-providing or rectifying the Consultancy Services is not, in the reasonable opinion of the Parties, possible or cannot be done within a reasonable time, SVP shall refund the Charges the Customer has paid for the Consultancy Services that have not been provided in accordance with the Order Form;
 - 7.1.2. in all other circumstances SVP shall use reasonable efforts to re-perform the relevant Consultancy Services free of charge.

8. Changes to the Consultancy Services

- 8.1. If the Customer wishes to vary the Consultancy Services detailed in the Order Form or wishes SVP to provide additional services, it shall notify SVP. SVP will, in its sole discretion, determine whether the change is possible and if so it shall notify the Customer of any changes to the Charges payable, the timing and anything else which would be necessary as a result of the requested change and ask the Customer to confirm whether it wishes to go ahead with the change. If the scope of the different or additional services can be clearly defined, SVP will provide the Customer with a fee quote before it commences work for the Customer's approval. Otherwise SVP will charge for the varied or additional services at its hourly rates in effect at the time it carries out the work.
- 8.2. Any varied or additional services SVP provides pursuant to paragraph 6.1 will become part of the Consultancy Services and shall be subject to the terms of the Contract.

9. Professional Indemnity Insurance

- 9.1. SVP shall hold the professional indemnity insurance specified in the Order Form and shall provide the Customer with a copy of the certificate of insurance upon request.

10. Termination of Consultancy Services

- 10.1. On expiry or termination of the Contract in respect of the Consultancy Services:
 - 10.1.1. the Customer shall immediately pay to SVP all of the Consultant's outstanding unpaid invoices and interest and, in respect of the Consultancy Services supplied but for which no invoice has been submitted, SVP may submit an invoice, which shall be payable immediately on receipt; and
 - 10.1.2. each Party will return to the other any property including any confidential information of the other that it has in its possession or under its control, except that SVP may retain one copy of any documentation or materials prepared by SVP or any other information or data upon which the Consultancy Services are based for SVP's internal use so that it can substantiate any advice or Consultancy Services provided to the Customer.

11. Charges and Payment

- 11.1. In consideration of the provision of the Services by SVP, the Customer shall pay SVP the Charges in accordance with the provisions of this clause 4 and the Contract.
- 11.2. The Charges payable by the Customer to SVP for the provision of the Services shall be as set out in the Order Form which shall be exclusive of VAT. If applicable the Customer shall additionally be liable to pay to SVP, VAT at the prevailing rate, subject to receipt of a valid invoice.
- 11.3. The Customer shall pay each invoice due and submitted by SVP, within 30 days of receipt.
- 11.4. Where applicable, if the rate of VAT changes between the date of any proposal that is sent to the Customer and the date the Service starts, the rate of VAT payable will be adjusted, unless the Customer has already paid for the Services in full prior to the change in the rate of VAT takes effect.
- 11.5. If the Customer fails to make any payment due to SVP under the Contract by the due date for payment for any undisputed invoice, then, without limiting the Supplier's other remedies under the Contract:
 - 11.5.1. the Customer shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause will accrue each day at 4% a year above the BoE's base rate from time to time; and/or

- 11.5.2. SVP may suspend all Services until payment has been made in full.
- 11.6. For any disputed invoices which were correctly charged to the Customer, then the Customer shall pay any interest accrued on correctly invoiced sums from the due date.
- 11.7. SVP shall be entitled to charge the Customer for any expenses reasonably incurred by the individuals whom the Supplier engages in connection with the Services including travelling expenses, hotel costs, subsistence, and any associated expenses, and for the cost of services provided by third Parties which are incurred by SVP for the performance of the Services, and for the cost of any materials. At the Customer's request, SVP will submit receipts and any other appropriate evidence of payment in support for any of the expenses incurred.
- 11.8. SVP reserves the right to increase the Charges on an annual basis with effect from each anniversary of the Commencement Date in line with the percentage increase in the Retail Price Index. The first such increase shall take effect on the first anniversary of the Commencement Date and shall be based on the latest available figure for the percentage increase in the Retail Prices Index published in the prior December.
- 11.9. All amounts due under the Contract from the Customer to SVP shall be paid by in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

12. Data Protection

- 12.1. For the purposes of this clause 5 the terms **controller, processor, data subject, personal data, personal data breach** and **processing** shall have the meaning given to them in the UK GDPR.
- 12.2. For the purposes of UK GDPR, the Customer is the Controller and SVP is the Processor.
- 12.3. The Controller shall not disclose any Personal Data to the Processor save where it is lawful and in a form which is lawful.
- 12.4. The subject-matter and duration of the Processing, nature and purpose of the Processing, types of Personal Data, and categories of Data Subjects are set out in Appendix 1 to these Terms. The Controller may make reasonable amendments to Appendix 1 by written notice to the Processor from time to time as the Controller considers necessary to meet the requirements of the Data Protection Legislation.
- 12.5. The Processor agrees to only process the Customer Data in accordance with these Terms, subject to the overriding requirements of Data Processing Legislation and undertakes to:
- 12.5.1. process that Personal Data only on written instructions of the Controller;
 - 12.5.2. keep the Personal Data confidential;
 - 12.5.3. comply with the Controller's reasonable instructions with respect to processing Personal Data;
 - 12.5.4. assist the Controller in responding to any data subject access request and to ensure compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, privacy impact assessments and consultations with supervisory authorities or regulators;
 - 12.5.5. notify the Controller without undue delay on becoming aware of a Personal Data breach or communication which relates to the Controller's or Processor's compliance with the Data Protection Legislation;
 - 12.5.6. at the written request of the Controller, delete or return Personal Data (and any copies of the same) to the Controller on termination of the Contract unless required by the Data Protection Legislation to store the Personal Data; and
 - 12.5.7. maintain complete and accurate records and information to demonstrate compliance with this clause 5.5.
- 12.6. The Parties shall ensure that they have in place appropriate technical or organisational measures, reviewed and

approved by the Parties, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures. Such measures may include, where appropriate;

12.6.1. pseudonymising and encrypting Personal Data;

12.6.2. ensuring confidentiality, integrity, availability and resilience of its systems and services;

12.6.3. ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident; and

12.6.4. regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it.

12.7. SVP shall not appoint any third-party processor of Personal Data under the Contract without the prior written consent of the Customer on terms which shall be no less onerous than those under the Contract.

13. Confidentiality

13.1. Each Party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other Party or of any member of the group of companies to which the other party belongs, except as permitted by clause 6.2.

13.2. Each Party may disclose the other Party's confidential information:

13.2.1. to its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with the Contract. Each Party shall ensure that its employees, officers, representatives, contractors, subcontractors or advisers to whom it discloses the other Party's confidential information comply with this clause 6; and

13.2.2. as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

13.3. No Party shall use any other Party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with the Contract.

14. Limitation of Liability

14.1. Neither Party's liability is excluded or limited in any way for the following:

14.1.1. death or personal injury caused by the negligence of either Party or the negligence of either Party's employees, agents or subcontractors;

14.1.2. for fraud or fraudulent misrepresentation; or

14.1.3. for any loss or damage which cannot be limited or excluded as a matter of law.

14.2. Subject to clause 7.1 and 7.3, SVP's maximum aggregate liability under or in connection with the Contract (whether in contract, tort (including negligence or breach of statutory duty), misrepresentation or for any reason whatsoever or howsoever) in any Contract Year, shall in no circumstances exceed the greater of:

14.2.1. £100,000; or

14.2.2. 100% of the total Charges paid in the preceding Contract Year (or, in respect of the first Contract Year, 100% of the total Charges expected to be paid to SVP in that year).

14.3. SVP shall have no liability to the Customer or to any member of the group of companies of which the Customer forms part for any loss that is not foreseeable, or for any indirect, incidental or consequential loss or damage of any kind, including, without limitation, loss of profit, loss of business, business interruption, or loss of business opportunity howsoever arising.

15. Suspension of Services

15.1. In the event payment is outstanding for any Charges after 10 Business Days of the Customer being reminded that payment is due, SVP may suspend all or part of the Services until payment has been made in full in accordance with clause 4 .

15.2. SVP shall not be entitled to suspend the Services pursuant to clause 10.1 where the amount outstanding is the subject of a bona fide dispute.

16. Termination

16.1. Without affecting any other right or remedy available to it, either Party may terminate the Contract with immediate effect by giving written notice to the other Party if:

16.1.1. the other Party commits a material breach of any term of the Contract and (if such breach is remediable) fails to remedy that breach within a period of 28 days after being notified in writing to do so;

16.1.2. the other Party repeatedly breaches any of the terms of the Contract in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of the Contract;

16.1.3. the other Party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 as if the words "it is proved to the satisfaction of the court" did not appear in sections 123(1)(e) or 123(2) of the Insolvency Act 1986;

16.1.4. the other Party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with any of its creditors other than (being a company) for the sole purpose of a scheme for a solvent amalgamation of that other Party with one or more other companies or the solvent reconstruction of that other Party;

16.1.5. the other Party applies to court for, or obtains, a moratorium under Part A1 of the Insolvency Act 1986;

16.1.6. a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other Party (being a company) other than for the sole purpose of a scheme for a solvent amalgamation of that other Party with one or more other companies or the solvent reconstruction of that other Party;

16.1.7. an application is made to court, or an order is made, for the appointment of an administrator, or a notice of intention to appoint an administrator is given or if an administrator is appointed, over the other Party (being a company, partnership or limited liability partnership);

16.1.8. the holder of a qualifying floating charge over the assets of that other Party (being a company or limited liability partnership) has become entitled to appoint or has appointed an administrative receiver;

16.1.9. a person becomes entitled to appoint a receiver over all or any of the assets of the other Party or a receiver is appointed over all or any of the assets of the other Party;

16.1.10. a creditor or encumbrancer of the other Party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the other Party's assets and such attachment or process is not discharged within 14 days;

- 16.1.11. any event occurs, or proceeding is taken, with respect to the other Party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clauses 9.1(c) to (j) (inclusive);
- 16.1.12. the other Party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business; or
- 16.1.13. the other Party's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of the Contract is in jeopardy.
- 16.2. Without affecting any other right or remedy available to it, SVP may terminate the Contract with immediate effect by giving written notice to the Customer if:
 - 16.2.1. the Customer fails to pay any amount due under the Contract on the due date for payment and remains in default not less than 10 days after being notified in writing to make such payment; or
 - 16.2.2. there is a change of Control of the Customer.
- 16.3. The provisions of the Contract which are expressly or by implication intended to continue to apply following its termination or expiry will survive and continue to bind both Parties.
- 16.4. The expiry or termination of the Contract by either Party and for any reason shall be without prejudice to any rights that may have accrued as at the date of such termination or expiry or which otherwise arise following the termination or expiry of the Contract.

17. Dispute Resolution

- 17.1. Any and all disputes relating to the Contract and/or the subject matter of it, shall in the first instance be referred to the Parties contract managers for resolution. Upon such referral the contract managers shall meet within 10 Business Days of such referral to resolve the issue. If the contract managers cannot resolve the issue within 10 Business Days of their meeting, the matter shall be referred to the Parties senior managers for resolution. If the senior managers cannot resolve the issue within 10 Business Days of their meeting over it, the Parties shall be free to refer the matter to mediation or other alternative dispute resolution procedure.

18. Notices

- 18.1. Any notice or other communication given to a Party under or in connection with the Contract shall be in writing and shall be delivered by hand or by pre-paid first-class post or other next Business Day delivery service at its registered office (if a company) or its principal place of business (in any other case); or sent by email to the address specified in Order Form.
- 18.2. Any notice or communication shall be deemed to have been received:
 - 18.2.1. if delivered by hand, at the time the notice is left at the address referred to in the Order Form;
 - 18.2.2. if sent by pre-paid first-class post or other next Business Day delivery service, at 9.00 am on the second Business Day after posting; or
 - 18.2.3. if delivered by next Business Day delivery service or courier service at the time that the courier's delivery receipt is signed; or
 - 18.2.4. if sent by email at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this clause 11, business hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.
- 18.3. This clause 11 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any other method of dispute resolution.

19. Compliance with Applicable Laws

- 19.1. In performing its obligations under the Contract, SVP shall comply with all Applicable Laws.
- 19.2. SVP shall ensure that it establishes, maintain and enforce policies and procedures which are adequate to ensure compliance with the Modern Slavery Act 2015 and the Bribery Act 2010 and to prevent the concurrence of a Prohibited Act (as defined in the Bribery Act 2010).
- 19.3. In the event of non-compliance with this clause 12, SVP shall notify the Customer as its earliest opportunity of any failure to comply with this clause 12. In the event SVP fails to comply with this clause 12, SVP shall be provided with the opportunity to rectify such non-compliance. Should SVP fail to rectify the non-compliance within a reasonable period of time, the Customer may terminate the Contract upon notice without further liability and without prejudice to any other right or remedies that may have accrued to the Customer's benefit under or in connection with the Contract.

20. Force Majeure

- 20.1. Neither Party shall be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under the Contract if such delay or failure result from events, circumstances or causes beyond its reasonable control.

21. Minor Changes to the Services

- 21.1. SVP may make changes to the Services and/or these Terms:
- 21.1.1. to reflect changes in relevant laws and regulatory requirements;
 - 21.1.2. if it needs to change its team, because personnel are not available;
 - 21.1.3. to revise timetables, if there are delays by the Customer in providing information to SVP or if the Customer's staff are unavailable to provide input when required; or
 - 21.1.4. to implement minor technical adjustments and improvements, for example to address a security threat.
- 21.2. If SVP is required to make any change to the Services and/or these Terms pursuant to clause 14.1, it shall notify the Customer of this in writing.

22. Third Party rights

- 22.1. Unless it expressly states otherwise, the Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.

23. Assignment and other dealings

- 23.1. SVP may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Contract.
- 23.2. The Customer shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under the Contract without the prior written consent of SVP.

24. Variation

24.1. Except as set out in the Contract, no variation of the Contract shall be effective unless it is in writing and signed by the Parties (or their authorised representatives).

25. Waiver

25.1. A waiver of any right or remedy under the Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A failure or delay by a Party to exercise any right or remedy provided under the Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.

26. Severance

26.1. If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this agreement. If any provision or part-provision of the Contract deleted under this clause 19 the Parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

27. Entire Agreement

27.1. The Contract constitutes the entire agreement between the Parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

27.2. Each Party acknowledges that in entering into the Contract it does not rely on, and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each Party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract.

28. Claims Against Individuals

28.1. The Customer agrees that any claims brought by it in connection with the Services shall be brought against SVP, and not against any individuals working for SVP.

29. Services Provided as an Independent Contractor

29.1. SVP shall provide the Services as an independent contractor. Nothing in the Contract shall be construed to create any agency employment or master and servant relationship between the Customer and SVP or any of its employees. SVP shall determine the time, place and manner in which the Services are to be performed.

30. Jurisdiction and Governing Law

30.1. The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by, and construed in accordance with the law of England and Wales.

30.2. Each Party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.

31. Definitions and Interpretation

31.1. Definitions

The following definitions and rules of interpretation shall apply to these Terms and Conditions ("**Terms**").

Applicable Laws	means all applicable laws, statutes, regulations in force.
Business Day	means a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.
Charges	means the charges payable by the Customer for the supply of the Services, as more particularly set out in the Order Form.
Commencement Date	means the commencement date of the Contract as stated in the Order Form.
Consultancy Services	means any consultancy services to be provided by SVP to the Customer under the Contract, as more particularly set out in the Order Form.
Contract	means the contract between SVP and the Customer/Supplier for the supply of the Services, comprising of these Terms and the relevant Order Form.
Contract Year	means the 12-month period commencing on (a) the Commencement Date and (b) each anniversary of the Commencement Date.
Control	has the meaning given in section 1124 of the Corporation Tax Act 2010, and the expression change of control shall be construed accordingly.
Customer	means the customer stated in the Order Form/ Contract Award Confirmation Letter.

Customer Data	means the data that the Customer submits to the SVP Service via the Portal.
Data Protection Legislation	means all applicable data protection and privacy legislation in force from time to time in the UK including the retained EU law version of the General Data Protection Regulation ((EU) 2016/679) (UK GDPR), the Data Protection Act 2018 (and regulations made thereunder) or any successor legislation, and all other legislation and regulatory requirements in force from time to time which apply to a Party relating to the use of personal data (including, without limitation, the privacy of electronic communications).
Deliverable(s)	means all documents, products and materials developed by SVP or its agents, subcontractors and personnel as part of or in relation to the Consultancy Services in any form, including without limitation computer programs, data, reports and specifications (including drafts) and any specific deliverables set out in the Order Form.
Intellectual Property Rights or “IPR”	means patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trademarks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.
Output Materials	means any reports, documents or outputs generated by the Customer using the SVP Service.
Order Form	means the order form for the supply of the Services between SVP and the Customer.
Parties	means SVP and the Customer and “ Party ” means either one of them.
Portal	means the Social Value Portal as available via www.socialvalueportal.com and its software.

Services	means the services to be supplied by SVP to the Customer under the Contract comprising Consultancy Services (as the case may be) and as more particularly set out in the Order Form.
SVP	means Social Value Portal Limited incorporated and registered in England and Wales with company number 09197997 whose registered office is at Tintagel House, 92 Albert Embankment, London SE1 7TP, United Kingdom.
SVP Service	means the service accessible through the Portal.
UK GDPR	has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018.
VAT	means value added tax imposed by the Value Added Tax Act 1994 or any similar tax chargeable in the UK.

- 31.2. The headings inserted in these Terms are inserted for convenience only and shall not affect their construction.
- 31.3. A reference to a particular law is a reference to it as it is in force for the time being taking account of any amendment, extension or re-enactment and includes any subordinate legislation for the time being in force made under it.
- 31.4. Unless the context otherwise requires, a reference to one gender shall include a reference to other genders.
- 31.5. Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 31.6. The Appendix and Schedules form part of these Terms and shall have effect as if set out in full in the body of these Terms. Any reference to the Terms includes the Appendix and Schedules.
- 31.7. A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 31.8. The phrases “writing” or “written” includes emails.
- 31.9. Any phrase introduced by the words **including, includes, in particular** or **for example**, or any similar phrase, shall be construed as illustrative and shall not limit the generality of the related general words.
- 31.10. A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's personal representatives, successors or permitted assigns.
- 31.11. If there is a conflict between the terms of the Order Form and these Terms, the Order Form shall prevail.

APPENDIX 1
DATA PROCESSING

1. Subject matter and duration of the processing

The provision of Services to the Customer as set out in the Order Form. The duration of the processing shall be for the term designated under the Contract between the SVP and the Customer.

2. The Nature and Purpose of the Processing

The Processor shall process the Personal Data for the purpose of providing the Services under the Contract as set out in the Order Form.

3. The type of Personal Data to be processed

Names, telephone numbers, email address, job titles, IP Location, Browser Data

4. Categories of Data Subject to whom Personal Data relates

Employees, sub-contractors, and agents of the Customer

5. Security Measures

5.1. The Processor shall implement and maintain adequate security measures to standards no less than those imposed on the Controller under the Data Protection Legislation whilst it continues to Process the Data on behalf of the Controller, such measures shall include (but not be limited to):

5.1.1. Encryption: Data is encrypted as part of the cloud computing service sub-contracted to Salesforce.com. This service uses industry-accepted encryption products to protect customer data and communications during transmissions between a customer's network and Salesforce, including 128-bit TLS Certificates and 2048-bit RSA public keys at a minimum. Additionally, Customer Data provided by you is encrypted during transmission between data centres for replication purposes. All Personal Data is processed through Salesforce.

5.1.2. Backup: All data submitted to the Salesforce platform is automatically replicated on a near real-time basis to a secondary data centre site and is backed up on a regular basis and stored on backup media for an additional 90 days, after which it is securely overwritten or deleted. Any backups are verified for integrity and stored in the same data centres as their instance. At the Social Value Portal we maintain a weekly backup of data, stored securely with access permissions limited to key personnel. We have a policy of not moving commercially sensitive data on removable media.

5.1.3. Resilience: All Salesforce networking components, network accelerators, load balancers, web servers and application servers are configured in a redundant configuration. All Customer Data submitted to Salesforce is stored on a primary database

server with multiple active clusters for higher availability. All Customer Data submitted to Salesforce is stored on highly redundant carrier-class disk storage and multiple data paths to ensure reliability and performance. The Salesforce development environment provides various protections against malicious code which are implemented in the Social Value Portal application, such as user timeout values, session locking to specific domains, clickjack protection.

5.1.4. Disaster recovery: The Salesforce platform supports disaster recovery with a dedicated team and a 4 hour recovery point objective (RPO) and 12 hour recovery time objective (RTO). The Social Value Portal maintains a Business Continuity Plan outlining business risks, detailing the impact and response to any disruption, and appropriate recovery strategies.

5.1.5. Incident notification: Incident detection and response is part of the security procedures that are incorporated into Salesforce standard practices. Salesforce also uses independent security service providers to analyse and monitor the product for potential security issues. Salesforce maintains security incident management policies and procedures, and will promptly notify their customers of any actual or reasonably suspected unauthorized disclosure of their respective data. In the event of a disruption or other incident, we would notify our customers directly by email based on our customer prioritisation categories.

6. Recipients of Personal Data

The Controller consents to the Processor sub-contracting some elements of the Service such as cloud computing storage, security and processing to Salesforce.com EMEA Limited Company Number: 05094083, Floor 26 Salesforce Tower, 110 Bishopsgate, London, United Kingdom, EC2N 4AY. Data transfer will not take place outside of the European Economic Area.