



social care
institute for excellence

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Terms & Conditions





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Terms and Conditions

Social Care Institute for Excellence (the “Service Provider”), (company number 4289790) of One High Street, Egham TW20 9HJ.

1. Introduction

These terms and conditions govern your use of our services. By accessing or using any part of our services you agree to be bound by these terms and conditions.

2. Services

The Social Care Institute for Excellence (SCIE) is an independent social care charity with deep experience of bringing partners and people with lived experience together to collaborate and innovate to improve people’s lives (e.g. national government, Department of Health & Social Care (DHSC), local authorities, care providers, academics, foundations). Working across social care, health and related services such as housing, for adults, children and families, we contribute to the development and implementation of better care, support and safeguarding at local and national level.

As we are not-for-profit, our income goes towards improving social care. We deliver four main offers, across all of which we support the DHSC annually:

3. SCIE Consultancy – working with local and national organisations to identify and implement improvements
4. SCIE Insights – research, evidence and policy insights to drive improvements and innovation, and influence national policy and practice
5. SCIE Training – bespoke online or face-to-face learning and development, including safeguarding, co-production and strengths-based approaches
6. SCIE Resources – guidance and tools to support best practice, co-production and innovation.

7. Definitions and Interpretation

In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

“Agreement” means the agreement entered into by the Service Provider and the Client incorporating these Terms and Conditions (or variation thereof agreed upon by both Parties) which shall govern provision of the Services;

“Client” means the Party procuring the Services from the Service Provider who shall be identified in the Agreement;

“Commencement Date” means the date on which provision of the Services will commence, as defined in the Agreement;

“Confidential Information” means, in relation to either Party, information which is disclosed to that Party by the other Party pursuant to or in connection with the Agreement (whether orally or in writing or any other medium, and whether or not the information is expressly stated to be confidential or marked as such);

“Fees” means any and all sums due under the Agreement from the Client to the Service Provider, as specified in the Agreement;

“Services” means the services to be provided by the Service Provider to the Client; and

“Term” means the term of the Agreement as defined therein.

8. Provision of the Services

With effect from the Commencement Date, the Service Provider shall, throughout the Term of the Agreement, provide the Services to the Client.

- The Service Provider shall provide the Services with reasonable skill and care, commensurate with prevailing standards in the United Kingdom.
- The Service Provider shall act in accordance with all reasonable instructions given to it by the Client provided such instructions are compatible with the specification of Services provided in the Agreement.
- The Service Provider shall be responsible for ensuring that it complies with all statutes, regulations, byelaws, standards, codes of conduct and any other rules relevant to the provision of the Services.

9. Client’s Obligations

- The Client shall use all reasonable endeavors to provide all pertinent information to the Service Provider that is necessary for the Service Provider’s provision of the Services.
- The Client may, from time to time, issue reasonable instructions to the Service Provider in relation to the Service Provider’s provision of the Services. Any such instructions should be compatible with the specification of the Services provided in the Agreement.
- If the Client requires any variations to the specification of Services provided in this Agreement then these variations must be made in writing and in agreement with the Service Provider. Any additional costs to be incurred by the Service Provider to undertake the work necessary to perform these variations to the specification shall be agreed in writing between both Parties.
- In the event that the Service Provider requires the decision, approval, consent or any other communication from the Client in order to continue with the provision of the Services or any part thereof at any time, the Client shall provide the same in a reasonable and timely manner.
- Any delay in the provision of the Services resulting from the Client’s failure or delay in complying

with any of the provisions of the Agreement shall not be the responsibility or fault of the Service Provider.

10. Fees and Payment

- Fees for SCIE services are outlined in our published materials, invoices, or as otherwise agreed upon in writing.
- Payment terms are net 30 days from the date of invoice, unless otherwise specified in writing.
- Late payment may incur interest at the rate of 1.5% per month, compounded monthly, on the outstanding balance.
- SCIE reserves the right to suspend or terminate services for clients with overdue payments until outstanding balances are settled.

11. Confidentiality

Each Party undertakes that it shall at all times:

- Keep confidential all Confidential Information;
- Not disclose any Confidential Information to any other party;
- Not use any Confidential Information for any purpose other than as contemplated by and subject to the terms of the Agreement;
- Not make any copies of, record in any way or part with possession of any Confidential Information; and
- Either Party may disclose any Confidential Information to any sub-contractor or supplier of that Party; any governmental or other authority or regulatory body; or any employee or officer of that Party or of any of the aforementioned persons, parties or bodies; to such extent only as is necessary for the purposes contemplated by the Agreement (including, but not limited to, the provision of the Services), or as required by law.
- In each case that Party shall first inform the person, party or body in question that the Confidential Information is confidential and obtaining and submitting to the other Party a written confidentiality undertaking from the party in question.

12. Force Majeure

No Party to the Agreement shall be liable for any failure or delay in performing their obligations where such failure or delay results from any cause that is beyond the reasonable control of that Party. Such causes include, but are not limited to: power failure, internet service provider failure, industrial action, civil unrest, fire, flood, storms, earthquakes, acts of terrorism, acts of war, governmental action or any other event that is beyond the control of the Party in question

13. Term and Termination

- The Agreement shall come into force on the agreed Commencement Date and shall continue for a defined Term from that date.

- Either Party shall have the right, subject to the agreement and consent of the other Party and exercisable by giving written notice to the other at any time prior to the expiry of the Term specified to extend the Agreement for a further period of one to twelve months.
- Either Party may terminate the Agreement by giving to the other not less than one month's written notice, to expire on or at any time after the minimum term of the Agreement.
- Either Party may immediately terminate the Agreement by giving written notice to the other Party if: any sum owing to that Party by the other Party under any of the provisions of the Agreement is not paid within 30 Business Days of the due date for payment; the other Party commits any other breach of any of the provisions of the Agreement and, if the breach is capable of remedy, fails to remedy it within 60 Business Days after being given written notice giving full particulars of the breach and requiring it to be remedied;
- An encumbrancer takes possession, or where the other Party is a company, a receiver is appointed, of any of the property or assets of that other Party;
- The other Party makes any voluntary arrangement with its creditors or, being a company, becomes subject to an administration order (within the meaning of the Insolvency Act 1986);
- The other Party, being an individual or firm, has a bankruptcy order made against it or, being a company, goes into liquidation (except for the purposes of bona fide amalgamation or reconstruction and in such a manner that the company resulting therefrom effectively agrees to be bound by or assume the obligations imposed on that other Party under the Agreement);

14. Data Protection

In providing the Services to you or otherwise in connection with the Services, we may:

- Need to collect, hold and use information (e.g. contact details) about identifiable individuals ('Data Subjects').
- Use such information as part of our client account opening and general administration process (e.g. in order to carry out anti-money laundering, conflict and financial checks or debt recovery);

In providing some of the Services to you we may be processing information about Data Subjects on your behalf and thus act as a 'Data Processor' for the 10 purposes of the Data Protection Act 1998. In these circumstances, we will (i) only process personal data in accordance with your lawful and reasonable instructions: (ii) comply with security obligations equivalent to those imposed on you, as Data Controller, by the seventh principle of the Act

15. Liability Provisions

We will perform the Services with reasonable skill and reasonable care. We will not be liable for losses arising from the acts or omissions under this contract including: (a) loss of profits; (b) loss of business; (c) loss of revenue; (d) loss of or damage to goodwill; (e) loss of savings (whether anticipated or otherwise); and/or (f) any indirect, special or consequential loss or damage.

16. HMRC Legislation

SCIE complies with all relevant HM Revenue & Customs (HMRC) legislation, including but not limited to:

- Value Added Tax (VAT)
 - Taxation of income
 - National Insurance contributions#
 - IR35
- Clients are responsible for any taxes or duties arising from their use of SCIE services, and for ensuring compliance with relevant legislation in their jurisdiction.
 - SCIE may provide invoices or documentation required for tax purposes upon request.

17. General Provisions

- SCIE reserves the right to modify these terms and conditions at any time. Changes will be effective immediately upon posting on our website or notification to clients.
- These terms and conditions shall be governed by and construed in accordance with the laws of England and Wales. Any disputes arising from these terms and conditions shall be subject to the exclusive jurisdiction of the courts of England and Wales.
- If any provision of these terms and conditions is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

18. Contact Us

If you have any questions or concerns about these terms and conditions, please contact us at:

Social Care Institute for Excellence (SCIE)

One High Street,

Egham

TW20 9HJ