



## Surrey Marketplace Terms and Conditions

**PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING THIS SITE**

### **These terms and conditions (Terms)**

- **tell you the rules for using the Marketplace (Marketplace/our site) and**
- **apply to organisations from the private, public and voluntary, community and faith (VCFS) sectors that create offers, requests and profiles on Marketplace.**

The Marketplace is operated by Surrey County Council (SCC) Woodhatch Place, 11 Cockshot Hill, Reigate RH2 8EF ("We"). To contact us, please use the [contact form](#) in the 'get in touch' page of the Marketplace.

### **(1) Purpose of the Marketplace**

- 1.1 The Marketplace – sometimes referred to as the “Community Marketplace” – is intended to be a space where organisations from the private, public and Voluntary Community Faith (VCFS) sectors that are working to improve the social, economic and environmental wellbeing of Surrey can connect, collaborate and coordinate to increase opportunities and benefits for the residents, communities and organisations based in Surrey.
- 1.2 SCC 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 our site.
- 1.3 The content on our site is provided for general information only. It is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content within the Marketplace.

### **(2) By using the Surrey Marketplace, you accept these Terms**

- 2.1 By using the Marketplace you confirm that you accept these Terms and Conditions of use (“Terms”) and that you agree to comply with them.
- 2.2 If you do not agree to these Terms, you must not use our site.
- 2.3 SCC recommend that you print a copy of these Terms for future reference.
- 2.4 SCC makes every effort to ensure that the information on the Marketplace is accurate and up to date.
- 2.5 However, SCC does not accept responsibility for any loss or inconvenience caused by reliance on inaccurate material contained in our site.
- 2.6 Links to other sites are provided for your convenience and do not imply SCC's endorsement of them and SCC does not accept responsibility for information contained on third party sites

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

3.1 SCC may amend these Terms from time to time at its discretion. Every time you use our site, please check to ensure that you are reviewing the latest version of our Terms as amended.

### **(4) Changes to the Surrey Marketplace**

4.1 SCC may update and change the Marketplace from time to time at its discretion to reflect changes to our users' needs and our local priorities.

### **(5) Suspension or withdrawal of Surrey Marketplace**

5.1 The Marketplace is made available free of charge.

5.2 SCC may suspend or withdraw or restrict the availability of all or any part of the Marketplace due to legislative, policy, funding and/or operational reasons. SCC will try to give you reasonable notice of any suspension or withdrawal.

5.3 You are also responsible for ensuring that all persons who access the Marketplace through your internet connection are aware of these Terms and Conditions, and that they comply with them.

### **(6) Locality**

6.1 The Marketplace has been developed for the purpose of increasing opportunities and benefits for the residents, communities and organisations based in Surrey specifically.

6.2 The Marketplace can be used by organisations based outside Surrey if they are delivering services within Surrey and want to offer benefits to Surrey residents, communities and organisations.

6.3 SCC may remove posts if we consider that they do not support Surrey residents, communities or organisations.

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

7.1 You must treat your account details, or any user identification code, password or any other piece of information provided as part of our security procedures as confidential and ensure you do not disclose details to any third party.

7.2 SCC 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.

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### **(8) Organisation's Offers, Requests and Profiles**

- 8.1 The Marketplace will include information and materials (offers, requests and profiles) uploaded by organisations using the site.
- 8.2 SCC will make every effort to ensure that the information posted on the Marketplace is an accurate representation of the requests and offers available. However, SCC does 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 Marketplace do not represent SCC's views or values.

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

- 9.1 If you wish to complain you can:
- Use the "Contact Us" form in the "Get in touch" section under "About"
  - Use the "Report Organisation" link which can be found on each organisation's profile
  - Use the "Report Post" link which can be found on every offer or request

### **(10) Feedback**

- 10.1 All organisations must provide feedback if they use the site.
- 10.2 It is important that all organisations provide feedback on both offers and requests so that SCC and the third parties listed at part 5 of the Privacy Notice can manage the performance of the site, understand the impact of our combined efforts, measure the delivery of social value in the county, and ensure that the Marketplace continues to be a useful tool in driving benefits to our communities.
- 10.3 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.
- 10.4 If the organisation fails to provide feedback within the timescales stated in clause 10.3, the Administrator will contact the organisation(s) to clarify when the organisation(s) will provide feedback, and, if appropriate, allow the organisation(s) an extension of time to provide the Feedback.
- 10.5 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 10.4), SCC reserves the right to suspend and/or delete the account of such organisation failing to provide feedback.
- 10.6 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.

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10.7 If an organisation provides feedback as set out in clause 10.6, 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 and therefore will not contact the organisation to request feedback. However, we reserve the right to request feedback to understand as to why it was not successful.

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

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

11.1 SCC does 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.

11.2 Where our site contains links to other sites and resources provided by third parties, these links are provided for your information only. Such links should not be interpreted as approval by us of those linked websites or information you may obtain from them.

### **All organisations:**

11.3 SCC exclude all implied conditions, warranties, representations or other terms that may apply to the Marketplace or any content on it.

11.4 SCC will not be liable 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, SCC 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.

### **(12) Events**

12.1 If SCC advertises an event and it cannot go ahead as planned, SCC will update the Marketplace accordingly. It is your responsibility to ensure that you check the Marketplace for any updates.

12.2 SCC do not accept responsibility for publicised events that are not organised by SCC.

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### (13) Uploading Content to our Site

- 13.1 SCC have the right to disclose your identity to any third party who is claiming that any content posted or uploaded by you to the Marketplace constitutes a violation of their intellectual property rights, or of their right to privacy.
- 13.2 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.
- 13.3 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 SCC suffer as a result of your breach of this warranty.
- 13.4 Any content you upload to the Marketplace will be considered non-confidential.
- 13.5 You retain all of your ownership rights in your content, but you are required to grant SCC a limited licence to use, store and copy that content and to distribute and make available to third parties outside of the Marketplace.
- 13.6 The rights you license to us are described in *Rights you are giving us to use materials you upload*.
- 13.7 SCC have the right to remove any posting you make on the Marketplace if, in our opinion, your post does not comply with the content standards set out within these Terms.
- 13.8 You are solely responsible for securing and backing up your content.
- 13.9 In addition, any material uploaded should not be changed and/or commercialised unless written permission is obtained from the owner of the material.
- 13.10 Commercial usage is prohibited unless formal written permission is obtained beforehand.
- 13.11 SCC do not store terrorist content.
- 13.12 We are not responsible for viruses and you must not introduce them.
- 13.13 We do not guarantee that our site will be secure or free from bugs or viruses.
- 13.14 You are responsible for configuring your information technology, computer programmes and platform to access our site. You should use your own virus protection software.

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13.15 You must not misuse our site by knowingly introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful. You must not attempt to gain unauthorised access to our site, the server on which our site is stored or any server, computer or database connected to our site. You must not attack our site via a denial-of service attack or a distributed denial-of service attack. By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our site will cease immediately.

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

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

14.1.1 You grant SCC a perpetual, worldwide, non-exclusive, royalty-free, transferable licence to use (including to promote the 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 Marketplace and across different media

14.1.2 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.

14.2 The Rights granted through clauses 14.1 of these Terms expire when the organisation ceases to be a member of the Marketplace or earlier if the user deletes their content from the site.

### **(15) Consent**

15.1 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:

- explicit consent to upload the material;
- explicit consent for the material to be shared with third parties outside of the Marketplace.

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

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

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

### **(17) Privacy Notice**

17.1 To see what information is collected and how it is used, please see our privacy policy. Download a copy of our [Marketplace Privacy Notice](#).

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### (18) User policy and disclaimer

18.1 You must not use information contained on Marketplace to:

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

18.2 You must not reproduce, duplicate, copy, sell, resell or exploit for any commercial purposes, any portion of the 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.

18.3 Please note that SCC cannot guarantee to:

- offer an error free or uninterrupted service
- ensure that the results obtained from Marketplace **will** be accurate or reliable
- ensure the quality of any services, information or other material obtained by you from organisations on the 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 SCC to make the agreement/commitment on behalf of SCC.

### (19) Policies

19.1 SCC 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

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

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

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

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

### **(20) Criteria for Organisations and Groups Using Marketplace**

20.1 The following outlines the criteria for organisations (e.g. voluntary, community and faith sector organisations (VCFS), social enterprise organisations (VCSE)) and groups looking to support social interest projects or activities to register and post requests on the Marketplace.

20.2 For the purposes of the Marketplace a VCFS organisation or group is defined as:

- A not-for-profit organisation with a social purpose other than to make private profit for directors, members or shareholders.
- Many different types of organisations can be “not-for-profit”. It is not a legal structure in and of itself.
- Not-for-profit organisations choose a legal structure based on a variety of factors. These can include:
  - o how the organisation will be funded,
  - o whether the organisation will be controlled by voting members,
  - o whether the organisation will be incorporated and
  - o whether the organisation will be charitable.

20.3 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.

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

20.5 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 follows the aims, objective and purpose of the group/organisation.



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20.6 Any organisation or group can use the Marketplace to both make requests for resources and offer resources.

20.7 However a request must meet the following criteria:

- The request must come from a not-for-profit organisation based in Surrey or from a public body for a project or area of work relating to social interest purposes.
- The request must benefit people who live or work in Surrey, or a community in Surrey.
- The request cannot advance or benefit political, religious activities or illegal activities.

### **(21) Inclusion policy**

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

21.2 SCC 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.

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

- provide true, accurate, current and complete information about your organisation as prompted by SCC
- respond to communications from SCC 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 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.

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

21.5 You acknowledge and agree that SCC may disclose information in the following circumstances:

- for the purpose of properly administering your details in accordance with the operating procedures of SCC.

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- 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 SCC 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 and support the Community Vision for Surrey 2030 and the strategic priorities of the Council.

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

- 22.1 All registered users of the Marketplace can at any time request for their account to be deleted and all associated information to be removed.
- 22.2 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
- 22.3 Organisations will receive an automatic email notification a week before the post is due to expire.
- 22.4 SCC requests that no political bias is evident in an organisation's offer, request or profile.
- 22.5 SCC reserves the right, in the event that an organisation's offer, request and/or profile are found to contain political bias, to remove the content from the Marketplace.

### **(23) Laws**

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