

# Terms and Conditions for Membership

On acceptance of the membership application by Social Firms England, Members shall be bound during the continuance of membership by these Terms and Conditions including any amendments made in accordance with the procedure set out below.

## 1 MEANING

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In these terms and conditions the below words shall bear the following meaning:

- SFE is an abbreviation of Social Firms England.
- Member means any Member of Social Firms England or any person or persons intending to or who have applied for membership of Social Firms England upon the terms and conditions contained herein.
- Membership Option refers to the type and cost of membership chosen by the Member
- Membership of Social Firms England does not imply company membership of Social Firms England (referred to as The Company). Members may apply separately to be accepted as a member of The Company according to the rules in their Membership Option.

## 2 MEMBERSHIP APPLICATIONS

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- 2.1 Membership is tied to a fixed membership year. This membership year is fixed by SFE from April to March, but may be altered at the discretion of SFE.
- 2.2 The membership fee is applicable for a whole or part-year membership. No part-year membership fees are available.
- 2.3 Applications for membership will be considered by SFE, who have the right to refuse applications at its sole discretion.
- 2.4 Applications for membership are welcomed from individuals and organisations who are operational in England.
- 2.5 Applications are also considered from individuals and organisations outside of the UK.
- 2.6 Members may choose to be in the Members or Supporters Category, but SFE reserves the right to reclassify members as appropriate.
- 2.7 By submitting an application form by email or through the SFE website, the Member is deemed to have signed the application form.
- 2.8 All information provided by you to us must be true and accurate at the point of applying. In the event of a change of circumstances such as moving jobs, change of contact details you must notify SFE by email or letter so that our records are up to date.

## 3 MEMBERSHIP OPTIONS

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- 3.1 A range of Membership Options are available. The benefits attached to each Membership Option may be downloaded from [www.socialfirmsengland.co.uk](http://www.socialfirmsengland.co.uk). Membership benefits are subject to change at the discretion of SFE.
- 3.2 Membership fees are reviewed annually and changes will be notified to Members in writing prior to renewing of membership.
- 3.3 Social Firm Bronze Membership
  - 3.3.1 Social Firm Bronze Membership is for trading social firms, as defined by SFE from time to time. It is designed for organisations who require either a basic level of membership benefits or a low cost membership.
  - 3.3.2 Individuals who are planning to set up a social firm during the membership year may also be admitted into Social Firm Bronze Membership at the discretion of SFE.
  - 3.3.3 Social Firm Bronze Membership does not automatically confer rights to be a company member of The Company, but members who are interested in taking part in the governance of the SFE should apply to join separately as a company member of The Company.
- 3.4 Social Firm Silver Membership
  - 3.4.1 Social Firm Silver Membership is for trading social firms, as defined by SFE from time to time. It is designed for organisations who prefer access to a range of services and discounts.
  - 3.4.2 Individuals who are planning to set up a social firm during the membership year may also be admitted into Social Firm Silver Membership at the discretion of SFE.
  - 3.4.3 Membership is tied to a single named trading social firm business and does not cover a range or group of social firms however constituted or related. Different social firm businesses within a group may chose different types of membership or no membership.
  - 3.4.4 Social Firm Silver Membership does not automatically confer rights to be a Member of the SFE Company, but members who are interested in taking part in the governance of the SFE should apply to join separately as a Member of The Company.
- 3.5 Bronze Supporter
  - 3.5.1 Bronze Supporter is for individuals or corporate bodies who support the work of social firms, or want to know more and who require a light touch membership package.
  - 3.5.2 Bronze Supporter does not automatically confer rights to be a Member of the SFE Company, and members at this level may not apply to be a Member of The Company.

## 3.6 Silver Supporter

- 3.6.1 Silver Supporter is for individuals or corporate bodies who support the work of social firms and are actively engaged in supporting or developing social firms or the social firm sector.
- 3.6.2 The Silver Supporter option is aimed at business advisors, consultants and support bodies, and at universities, local and public authorities, LEPs, private sector companies, charities and other bodies and individuals.
- 3.6.3 Silver Supporter does not automatically confer rights to be a Member of the SFE Company, but members who are interested in taking part in the governance of the SFE should apply to join separately as a Member of The Company.

## 4 MEMBERSHIP PAYMENTS, RENEWALS AND CANCELLATIONS

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- 4.1 Any payment due can be made by cheque or BACS. If membership payment remains outstanding we will notify you by telephone, email or letter.
- 4.2 Membership will be activated at point of approval of the application but any payment due must be received within 15 days of receipt of the invoice.
- 4.3 If any Membership invoice is not paid within 15 days, membership will be re-graded to a free level (if any). Any chargeable services accessed in that time will be invoiced at the level appropriate to the re-grade and must be paid for within 30 days.
- 4.4 Members may re-grade upwards on payment of the annual membership fee. No part-year membership fee is available, but members may consult SFE staff for the most cost-effective option.
- 4.5 It is the member's responsibility to advise SFE of their intention not to renew.
- 4.6 To cancel membership Members must notify us in writing stating a reason which will be recorded for internal use only. Refunds for part-year use will not be given for cancelled memberships.

## 5 MEMBERSHIP BENEFITS

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- 5.1 Member benefits are only available if subscription payments are up to date.
- 5.2 Member benefits may change without notice.
- 5.3 An up-to-date list of Member benefits categorised by Membership Options are available on [www.socialfirmsengland.co.uk](http://www.socialfirmsengland.co.uk)
- 5.4 It is the responsibility of the member to ensure that SFE can deliver member benefits. This includes, but is not restricted to the following:

- 5.4.1 Social Firms Bronze Members should:
  - 5.4.1.1 Provide up-to-date contact details
  - 5.4.1.2 Provide information for Just Buy Listing, including suitable logo
  - 5.4.1.3 Provide details of membership of social media to be included in web-based peer network
  - 5.4.1.4 Provide requested information to SFE when purchasing additional member-only benefits
- 5.4.2 Social Firms Silver Members should:
  - 5.4.2.1 Provide up-to-date contact details
  - 5.4.2.2 Provide information for Just Buy Listing, including suitable logo
  - 5.4.2.3 Provide details of membership of social media to be included in web-based peer networks, and for retweets, Facebook and LinkedIn likes
  - 5.4.2.4 Provide promotional material for marketing emails and newsletter articles, case study, press releases
  - 5.4.2.5 Activate each month's 15 minute support by calling SFE when it is required.
- 5.4.3 Bronze Supporters
  - 5.4.3.1 Provide up-to-date contact details
- 5.4.4 Silver Supporters should:
  - 5.4.4.1 Provide up-to-date contact details
  - 5.4.4.2 Provide details of membership of social media to be included in web-based peer network
  - 5.4.4.3 Respond to invitations to submit articles, blogs, training proposals, or co-production of training and events.
- 5.4.5 All Members
  - 5.4.5.1 SFE reserves the right to refuse to repost, retweet or like information at its own discretion. Refusal does not invalidate membership or constitute a breach of contract.
  - 5.4.5.2 SFE reserves the right to refuse to publish or otherwise use or accept any articles, blogs, training material or other provided material at its own discretion. Refusal does not invalidate membership or constitute a breach of contract.

## 6 MEMBERS' RESPONSIBILITIES

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- 6.1 It is the responsibility of members to that they provide and update accurate contact and other information to SFE to ensure delivery of membership services, and to inform SFE by phone or email if services are not delivered as expected.
- 6.2 It is the Member's responsibility to keep their membership number, log-in or password confidential and not allow it to be used by a third party or other social firm business in the however constituted or related.
- 6.3 Social Firm members are deemed to be corporate. Members require a named Member Representative in order to receive all benefits of the membership package. Member Representation can be transferred to a different representative within the organisation, but SFE must be informed of the new representative's contact details.

- 6.4 The individual named as the Member Representative should have authorisation to apply for SFE membership. Any disputes regarding this must be settled by the organisation internally.
- 6.5 It is the Member Representative's responsibility to ensure that details of SFE Membership and its benefits are disseminated throughout the membership organisation. However, a reasonable number of additional contacts may be added at the request of the organisation.

## 7 MEMBERSHIP OF THE COMPANY

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- 7.1 Membership of Social Firms England does not imply company membership of Social Firms England (referred to as The Company).
- 7.2 Members may apply separately to be accepted as a member of The Company according to the rules in their Membership Option
- 7.3 Membership of the Company is governed by the Articles of Association of Social Firms England
- 7.4 Members who apply to be members of The Company will be considered by the Board of Directors. The Board may admit or refuse members at its discretion.
- 7.5 Members of The Company will take responsibility for any expenses incurred in their participation in Company business.

## 8 DATA PROTECTION AND PRIVACY

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- 8.1 We will respect the privacy of data supplied by Members in accordance with our Privacy Policy. This forms part of these terms and conditions, and in accordance with the Data Protection Act 1998 and any other applicable data protection legislation.
- 8.2 It is the Member's responsibility to keep data accurate and up to date and to send SFE new or revised data where appropriate. Members agree that SFE may use their data as set out in our Privacy Policy.
- 8.3 It is the Member's responsibility to keep passwords/membership numbers and log-in details confidential and use the security devices offered. SFE's security measures depend on Members complying with this obligation. SFE is not responsible for any breach of privacy due to the failure of any Member either to keep passwords/membership numbers secure or to use the other security devices correctly.
- 8.4 SFE will use Members' data to administer Membership and Member benefits. This includes events organised or co-organised by SFE, where names may be included on a delegate list. Members should ensure that information obtained about other Members is only used in accordance with the Data Protection Act 1998.

- 8.5 Other Members and the general public may also use the personal data you make available in any forums, social media and directories, even if restricted to Members only. Do not make any information public which you do not want other Members to see.
- 8.6 If you have a concern about how another Member is using your personal data, or if you think it is being used in breach of these terms, please contact us at [membership@socialenterprise.org.uk](mailto:membership@socialenterprise.org.uk).
- 8.7 You acknowledge that the internet is not a completely secure medium, and we therefore cannot be responsible for breaches of security arising out of intentional and/or unauthorised attempts to access the Site, for example, by computer hackers. In addition, we are not responsible for the use made of your personal data by other Members who access it through the Site.

## 9 TERMINATING MEMBERSHIP

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- 9.1 It is the member's responsibility to advise SFE of their intention not to renew membership at any point.
- 9.2 To cancel membership Members must notify us in writing stating a reason which will be recorded for internal use only. Refunds for part-year use will not be given for cancelled memberships.
- 9.3 SFE reserves the right to withdraw Membership or to prevent any Member from renewing if the Member is misusing the membership benefits (for example, allowing someone else to use the benefits of their membership package).
- 9.4 SFE reserves the right to withdraw membership or to prevent any Member from renewing membership if the Member puts the Institute into disrepute.
- 9.5 SFE reserves the right to withdraw membership from Members if the work of the organisation is no longer compatible with that of SFE.

## 10 VARIATION OF TERMS & CONDITIONS

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- 10.1 These terms and conditions may be revised from time to time. If they are revised, we will email the revised version to you. It will be your responsibility to keep up-to date with all such changes and your continued membership shall be deemed acceptance of any changes to these terms and conditions.