



Local Supply Chain is an online platform run, owned and operated by Firefly Online Limited.

This document sets out the additional Terms and Conditions (“**Conditions**”) applicable to your registration on the Platform (as defined herein) as a Member (“**Member**”, “**you**”, “**your**”) and governs the relationship between you and Firefly Online Limited (Company number 06481401), whose registered office address is at 18 Westminster Drive, Radcliffe-on-Trent, Nottingham, NG12 2NL (“**us**”, “**we**” or “**Firefly**”).

These Conditions form a legally binding contract between you and Firefly.

1 Definitions and interpretation

1.1 In these Conditions the following words have the following meanings:

“**Account**” means the Account created by a Member on registration (or issued by our helpdesk) and all associated information.

“**Authorised User**” means an individual Member or an employee or subcontractor of a Member who is permitted to access the Platform through an Account.

“**Award**” means an ‘intent to award’ a contract by a Buyer to a Supplier. For the avoidance of doubt an award is not an instruction (or order) to proceed with the services detailed within the Work Package or Tender.

“**Business Day**” means 9.00am to 5.00pm from Monday to Friday other than a public, bank or national holiday in England.

“**Buyer**” means an organisation that has become a Member to utilise the Platform and source the services offered by Suppliers.

“**Buyer Account**” means an Account registered as a Buyer.

“**Consumer**” means an individual acting for purposes that are wholly or mainly outside that individual’s trade, business, craft or profession.

“**Data Protection Laws**” means:

- (a) the Data Protection Act 2018;
- (b) Regulation (EU) 2016/679 (General Data Protection Regulation) as applicable in the United Kingdom as the UK GDPR;
- (c) any laws which implement or supplement any such laws; and
- (d) any laws that replace, extend re-enact, consolidate or amend any of the foregoing.

“**Expression of Interest (EOI)**” means an invitation for a Supplier to express their interest as a Supplier in receiving a Tender from a Buyer;

“**Framework**” means a procurement arrangement that enables an organisation to purchase the services of Suppliers via Traditional Framework or Dynamic Purchasing System (DPS).



“Intellectual Property Rights” means any patents (including supplementary protection certificates), trade marks, service marks, domain names, registered designs, utility models, design rights, moral rights, topography rights, rights in databases, rights in software, copyrights, inventions, trade secrets and other confidential information, the right to data contained within those databases, know how, business or trade names, get up, and all other intellectual property and neighbouring rights and rights of a similar or corresponding character in any part of the world (whether or not registered or capable of registration) and all applications and rights to apply for or for the protection of any of the foregoing.

“Licence Fee” means the fee payable by a Member for an annual subscription to the Platform.

“Member Data” means all data uploaded onto the Website and/or Platform by a Member or its Authorised Users.

“Member” means an organisation (or person) that has registered with the Platform and created an Account. The Platform supports several types of Members, which may be Buyers, Suppliers or both:

- (a) Client: the organisation for whom the Project is carried out.
- (b) Main Contractor: the organisation that is responsible for carrying out the construction activity.
- (c) Sub-Contractor: a person or organisation that does part of the job that the main contractor is responsible for and who may also subcontract all or some of this work to one or more other persons or businesses.
- (d) Consultant: a person or organisation that is generally appointed by the Client or Main Contractor to perform expert tasks for the project and may also subcontract all or some of this work to one or more other persons or businesses.
- (e) Micro Business: a person or organisation who has self-certified and has met the criteria as stated on the Website.
- (f) Tradesperson: an individual who is skilled in one or more trades and is looking to work for Buyers directly or for subcontractors who are contracted to work for Buyers.
- (g) Social Enterprise: a person or organisation who has self-certified as and has met the qualifying criteria as stated on the Website.
- (h) Materials Supplier: a person or organisation who provides materials in connection with a Buyer's Project.

“Platform” means Local Supply Chain (LSC) and Performance 365 (P365) as updated from time to time, in each case accessed through the Website.

“Profile” means the information provided by a Member about its business and/or trade and any associated information about the Member's use of the Website Services which is viewable to other members.

“Project” means the information regarding a project that has been created on the Website. The project may contain Work Packages.



"Service Level Agreement" means Firefly's service level agreement for the Platform as amended or updated from time to time, the current version of which is included at Schedule 2;

"Services" means the services provided by a Supplier to a Buyer in fulfilment of a Work Package or Tender.

"Supplier" means an organisation that has become a Member to utilise the Platform and respond to requests for services from Buyers as a Supplier.

"Supplier Account" means an Account registered as a Supplier.

"Tender" or **"Work Package"** means an invitation to express an interest (EOI), provide prices for estimating purposes (TENDER at ENQUIRY stage), or provide firm quotes for 'secured' work (TENDER at CONTRACT stage) as requested by Buyers and/or Main Contractors on the Website.

"Tradesperson" means an individual that has become a Member to offer trade-specific skills and respond to requests issued by Buyers or Suppliers.

"Upgrade Fee" has the meaning given in clause 6.5.

"Verify" or **"Verified"** means the basic checking of Member Data uploaded by a Supplier but for the avoidance of doubt our verification service is not an approval to work for a Buyer (who is responsible for undertaking its own checks).

"Website" means our website at www.localsupplychain.co.uk, www.workradar.co.uk or such other website through which the Platform is provided from time to time.

"Website Services" means the services provided by the Website, including the Platform and associated functionality and professional services as may be required, extended or varied from time to time.

- 1.2 For the purposes of these terms and conditions, a reference to "writing" or "written" includes email and any information provided in a Profile or through a Project or Work Package description.
- 1.3 A person includes an individual, corporate or unincorporated body (whether or not having separate legal personality).
- 1.4 A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.5 Words in the singular shall include the plural and vice versa and a reference to one gender shall include a reference to the other genders.
- 1.6 A reference to a statute or statutory provision 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.
- 1.7 References to clauses and schedules are to the clauses and schedules of these Conditions; references to paragraphs are to paragraphs of the relevant schedule to these Conditions.



2 Our rights and obligations

2.1 Subject to:

2.1.1 in the case of a Buyer Account, the payment of the Licence Fee by the Buyer or a third party organisation on its behalf (or by other agreement directly with us); or

2.1.2 in the case of a Supplier Account, our approval to register on the Platform and the payment of the Licence Fee (if any) at the rate agreed at in your registration,

we grant you a non-exclusive, non-transferable licence to access the Platform (as a Buyer or Supplier dependent on your Account) solely in connection with your usual business operations and in accordance with these Conditions.

2.2 We shall provide the Platform in accordance with the terms of these Conditions using reasonable care and skill and the Platform shall conform with the description detailed within Schedule 1.

2.3 We shall use commercially reasonable endeavours to provide a service level availability for the Platform of 99.99% each month (subject to the terms of our Service Level Agreement) but for the avoidance of doubt Firefly:

2.3.1 does not warrant or represent that your use of the Website and/or Platform shall be secure, accurate, complete, without error, uninterrupted and free of malicious code but we shall use reasonable endeavours to ensure it is;

2.3.2 is not responsible for any delays, delivery failures or any other loss or damage resulting from the transfer of data of communications networks and facilities, including the internet, and you acknowledge and agree that the Website and/or Platform may be subject to limitations, delays and other problems inherent in the use of such communication facilities;

2.3.3 is not responsible or liable for any incompatibility issues between the Platform, the Website and your internal IT infrastructure;

2.3.4 reserves the right to suspend access and availability to the Website and/or Platform without notice where required due to Force Majeure or for scheduled and/or emergency maintenance.

2.4 We will provide support for Authorised Users, offered by e-mail or via our telephone helpdesk at the following times: 9am-5pm on Monday-Thursday, 9am-4pm on Friday, each excluding Bank Holidays, national and public holidays.

2.5 The Platform is provided on an "as is" basis and you are responsible for ensuring that it fulfils your requirements. We shall not be responsible or liable for any failure for the Platform to meet any requirements or purpose not held out by us.

2.6 We warrant that we have and will maintain all necessary licences, consents, and permissions necessary to provide the Website and Platform and perform our obligations under these Conditions.



2.7 We shall update the Platform from time to time to provide upgrades, bug fixes and patches. Upgrades and bug fixes are offered free of charge to Members. Any new modules developed by us will be out of scope and will be subject to a separate agreement.

2.8 We shall use reasonable commercial endeavours to prevent unauthorised access to the Platform.

3 **Rights and obligations of all Members**

3.1 You may access the Platform from the Website or from a branded site that we may provide to you.

3.2 You may authorise additional Authorised Users to access your Account by contacting us. Additional Authorised Users will be provided with their own username and password to access the Account. You and your Authorised Users shall not allow Account passwords or log in details to be shared with any other person.

3.3 You may only use the Platform in connection with your trade or business. You may be required to provide information about your organisation and/or business when registering as a Member to establish that you are not a Consumer. If we suspect that you may be using the Platform as a Consumer, we reserve the right to suspend access to your Account without liability to your or any third party, and we may request you provide us with such information as we may reasonably require in order to verify you as a qualifying Member and reinstate your Account.

3.4 You shall:

3.4.1 keep a secure password for your Account and keep this password secure and if you lose control of your Account, you must notify us immediately. You will be responsible and liable for all activity carried out under your Account regardless of whether this is carried out by you, your Authorised User(s) or any third party;

3.4.2 ensure that you will use the Platform in accordance with the terms of these Conditions and shall be responsible for any breach of these Conditions by you or any of your Authorised Users;

3.4.3 comply with all applicable laws and regulations with respect to your activities on the Website and Platform and under these Conditions;

3.4.4 be responsible for ensuring that you have the appropriate network, hardware, systems and telecommunications links which are required to access the Website and Platform via a web browser;

3.4.5 not store, distribute or transmit any viruses or harmful software on or via the Platform and/or any Member Data on the Platform that is illegal or unlawful and shall indemnify us, our officers, representatives and employees, against all losses, damages, costs, expenses, claims and actions against us arising in connection with your failure to comply with this clause;

3.4.6 not store, distribute or transmit any Member Data or other information on the Platform which is sexually explicit, promotes unlawful violence, is discriminatory based on race, gender, disability or which cause damage or injury to any other person or property;

- 3.4.7 not attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Platform or the Website in any form or media or by any means or attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Platform or Website or access all or any part of the Platform or Website in order to build a product or service which competes with the Platform or license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Platform available to any third party except the Authorised Users, or attempt to obtain, or assist third parties in obtaining, access to the Platform, other than as provided under this clause;
 - 3.4.8 use all reasonable endeavours to prevent any unauthorised access to the Platform, and in the event of any such unauthorised access or use you will promptly notify us;
 - 3.4.9 be responsible for ensuring that all Member Data uploaded by you or your Authorised Users is complete and accurate and that you will use all reasonable endeavours to update any information which is out of date or becomes misleading;
 - 3.4.10 comply with the various policies and procedures set out on the Website. Those policies and procedures are binding on you and are, as amended from time to time, incorporated into these Conditions; and
 - 3.4.11 not use or permit anyone else to use your Account fraudulently, in connection with a criminal offence, or in breach of any applicable law or statutory duty.
- 3.5 You acknowledge and agree that you are responsible for uploading accurate Member Data to the Website and/or Platform and for updating Member Data and we shall not be responsible or liable to any Member, Authorised User or third party arising out of or in connection with your failure to keep Member Data accurate, complete and up-to-date.
- 3.6 You consent to us making your Profile (which may include your personal data, your employee's personal information, and/or your employer's personal information) available to other Members on the Website and/or Platform. You warrant and represent that the Member Data and other information you provide is true and accurate and that you will immediately update the same if it becomes out of date or misleading. You agree that you will comply promptly with all reasonable requests we make for information about your identity or relevant details about your business, and/or your employer's business.
- 3.7 You acknowledge and agree that you have the right to input and make available to other Members the Member Data which you enter into the Platform and we shall not be responsible or liable for:
- 3.7.1 where you give another Member permission and access to edit Member Data, any action taken by them in respect of the completeness or accuracy of such Member Data or any changes which they may make to Member Data; or
 - 3.7.2 any breach of obligations you may owe to your employees, employer or any other third parties for you making such Member Data available.

4 **Rights and obligations specific to Supplier Accounts**

- 4.1 You acknowledge that Buyers are entirely responsible for undertaking their own assessment of your business and/or personal information including their own verification of your Member Data along with any further checks that they may need to undertake.



- 4.2 You are responsible for agreeing and entering into contracts with the Buyer(s). We are not involved in the contract between you (as a Supplier) and the Buyer and you accept that all matters relating to the provision of the Services, including payment, are to be resolved between you and the Buyer.
- 4.3 When registering with the Platform you are required to create a Profile. As a Supplier you may identify your company type (sub-contractor, sole trader, micro business, social enterprise, sub-consultant or supplier) or identify as a Tradesperson looking for work and select a limited number of trades and/or services relevant to the chosen company type or Tradesperson status, which Buyers will use for sourcing purposes.
- 4.4 We may display to Buyers the information about your use of the Website, including your Profile, the number of times you have expressed interest in a Work Package, been invited to Tender, submitted a Tender and been awarded work.
- 4.5 You warrant and undertake that you will not create multiple Accounts for a single business and will only respond to Work Packages from one Account.
- 4.6 You must not use or permit anyone else to use your Account fraudulently, in connection with a criminal offence, or in breach of any applicable law or statutory duty.

5 Rights and obligations specific to Buyer Accounts

- 5.1 You shall be responsible for ensuring the information you provide about a Project or Work Package is complete and accurate and you will immediately update the information if it changes or becomes misleading.
- 5.2 You acknowledge that you are entirely responsible for undertaking your own assessments of Suppliers, including verification of Member Data along with any further checks that you may need to undertake.
- 5.3 You are responsible for agreeing and entering into contracts with the Supplier(s) you engage through the Platform. We are not involved in the contract between you (as a Buyer) and the Supplier and you accept that all matters relating to the provision of the Services, including payment, are to be resolved between you and the Supplier.
- 5.4 You consent to us making the information contained in Projects and Work Packages (which may include your or your employee's personal information) available to appropriate Members on the Website.

6 Fees and payment

- 6.1 You shall pay the Licence Fee (exclusive of VAT, which must be paid in addition at the rate prescribed by applicable law) at the rate agreed in your registration application, subject to clause 6.4. The Licence Fee shall include your licence to the Platform for 12 months from the date of the registration. Your licence shall automatically renew for successive periods of 12 months each (with each renewal subject to payment of the Licence Fee for the relevant renewal period) unless cancelled in accordance with clause 11.1.
- 6.2 All invoices issued by us must be paid in full and cleared funds within 30 days of the date stated on the invoice to the bank account stated on the invoice or otherwise notified by us the correct account for payment.



- 6.3 If you fail to pay any sum due to us by the due date for payment, we reserve the right to charge interest on overdue sums at a rate of 5% above the base rate of Barclays Bank plc, such interest accruing daily from the date the sums go overdue until the date of payment in full and cleared funds, whether before or after judgment.
- 6.4 We reserve the right to increase the Licence Fee annually by giving prior notice to you of such increase taking effect.
- 6.5 A Supplier Account may be upgraded at any time by paying an additional fee (the “**Upgrade Fee**”) to be agreed by us. In return for paying the Upgrade Fee, you shall receive a verification service whereby we verify your business’ Profile information and provide additional features for your Supplier Account for 12 months from the date the Upgrade Fee is paid (or earlier if your Account is terminated before the 12 months expires), whereafter the Supplier Account shall revert to a standard Supplier Account unless and until a subsequent upgrade is paid for. Information on the full range of upgraded features can be found on our Website.

7 **Intellectual Property Rights**

- 7.1 You acknowledge and agree that we own all Intellectual Property Rights in the Website, the Platform and any associated services provided in respect of these.
- 7.2 You represent and warrant that you own or hold a valid licence to any and all Member Data you upload onto the Platform. You shall indemnify and keep indemnified Firefly against all claims, action, losses, expenses (including reasonable legal expenses) which we might incur in connection with a claim that any Member Data uploaded onto the Website and/or Platform infringes the Intellectual Property Rights of any third party.
- 7.3 We shall not gain ownership of Intellectual Property Rights for Member Data uploaded onto or stored on the Platform which will be retained by you or your applicable third party licensors.
- 7.4 In the event of any loss or damage to Member Data, your sole and exclusive remedy shall be for us to use reasonable commercial endeavours to restore the lost or damaged Member Data on your behalf.
- 7.5 Firefly reserves the right to remove any Member Data or to replace or change any or all parts of the Website and/or Platform in order to avoid Intellectual Property Right infringement.

8 **Data Protection**

- 8.1 Each party undertakes to comply with applicable Data Protection Laws in respect of the use of the Website and the Platform.
- 8.2 You warrant and represent that you have all necessary rights and permissions and shall maintain all necessary registrations and notifications in relation to any Member Data uploaded or made available on the Website and/or Platform which contains personal data (as defined in Data Protection Laws).
- 8.3 You shall indemnify and keep indemnified Firefly against any action, claim, loss, expense (including reasonable legal expenses) incurred by us in connection with your failure to comply with this clause 8.

9 **Indemnity**



- 9.1 Subject to clause 9.2 and 9.3, we shall defend you, against any claim that the Platform or Services infringes any third party copyright, database right, registered trade mark or registered UK patent (an “**IP Claim**”) effective as of the date of these Conditions, copyright or database right and shall indemnify you for any amounts awarded against you in judgment or settlement of such claims.
- 9.2 The provisions of clause 9.1 shall not apply unless you:
- 9.2.1 promptly (and in any event within 7 days of) give us notice on becoming aware of any such actual or threatened IP Claim;
 - 9.2.2 make no comment or admission and take no action that may adversely affect our right to defend or settle such IP Claim;
 - 9.2.3 provide all reasonable co-operation to us as we may require in the defence and settlement of such IP Claim, at our expense; and
 - 9.2.4 give us the sole authority to defend or settle the IP Claim as we consider appropriate.
- 9.3 In no event shall we, our employees, agents and sub-contractors be liable to you to the extent that the alleged infringement is based on:
- 9.3.1 a modification of the Platform or Services by anyone other than us; or
 - 9.3.2 your use of the Platform or Website in a manner contrary to these Conditions;
 - 9.3.3 any Member Data you have uploaded onto the Website and/or Platform; or
 - 9.3.4 your use of the Platform or Website after notice of the alleged or actual infringement from us or any appropriate authority.
- 9.4 In the defence or settlement of any claim, we may procure the right for you to continue using the Services, replace or modify the Services so that they become non-infringing or, if such remedies are not reasonably available, terminate the provision of the Website and/or Platform immediately by giving notice to you.
- 10 **Limitation of liability**
- 10.1 Although we ask Members for certain information relating to their identity we do not warrant this information has been confirmed or verified and we are not responsible for ensuring the accuracy or truthfulness of Members’ purported identities or the validity of the information that they provide to us, and any and all liability in respect thereof is excluded by us. You are responsible for undertaking such checks you may require in relation to a Member before entering any form of agreement with that Member.
- 10.2 Subject to Clause 10.4 below, we shall have no liability for any loss of profits, anticipated savings, business opportunity, goodwill or loss of or damage to data or any indirect or consequential losses whether arising in contract, tort (including negligence) or otherwise incurred by you in connection with the Platform or associated services.
- 10.3 Subject to Clause 10.4 below, our aggregate liability to you arising out of or in connection with these Conditions is limited to the Licence Fees paid by you in the 12 months preceding the



date of the event giving rise to the relevant claim, PROVIDED THAT in any event we shall not be liable for:

- 10.3.1 loss resulting from any defect or deficiency in the Website and/or Platform which we have remedied at our own expense within a reasonable period of time;
 - 10.3.2 any loss caused by your or your Authorised Users' use of the Platform and/or Website which is outside of the terms of these Conditions; or
 - 10.3.3 where the Platform has been altered, changed or in any other way modified by you or your Authorised Users or any other third party who has not been authorised to make such alterations, changes or variations by us.
- 10.4 Nothing in these Conditions shall limit or exclude our liability for fraud, fraudulent misrepresentation, for death or personal injury resulting from our negligence or the negligence of our agents or employees or for any other liability that cannot be limited or excluded by law.

11 Termination

- 11.1 You may terminate your Account at any time by calling our helpdesk on 0800 197 6958 but termination does not terminate your liability for any Licence Fees or other payments due until the expiry of your licence. If you are a Supplier and have paid the Upgrade Fee for your Account, no part of the Upgrade Fee will be refunded if you choose to terminate your Account before the upgrade expires.
- 11.2 We may terminate or suspend your Account and any Authorised User credentials at any time in the event that you breach any of the terms of these Conditions.
- 11.3 No refund will be given for any unused part of any Licence Fees you have paid if your Account is terminated or suspended in accordance with clause 11.1 or 11.2 or for any Licence Fees which are or will become due.
- 11.4 On termination of your Account you will be automatically withdrawn from the Website and/or Platform and your Profile will no longer be accessible to other Members. For the avoidance of doubt, you will continue to be bound by the terms of any contracts you have entered directly with other Suppliers or Buyers (as the case may be) and we shall have no responsibility for ensuring any information on the Website and/or Platform pertaining to these is retained for you.

12 Dispute resolution

- 12.1 If a dispute arises out of or in connection with these Conditions or the Website and/or Platform then the parties follow the procedure set out in this clause:
- 12.1.1 the party raising the dispute shall give to the other written notice of the dispute, setting out its nature and full particulars and the account manager for each party shall attempt in good faith to resolve the dispute;
 - 12.1.2 if the parties are for any reason unable to resolve the dispute within 10 Business Days of service of the written dispute notice, the dispute shall be referred to a senior officer of each party who shall attempt in good faith to resolve it; and

- 12.1.3 if the senior officers are for any reason unable to resolve the dispute within 30 days of it being referred to them, the parties will attempt to settle it by mediation in accordance with the CEDR Model Mediation Procedure. Unless otherwise agreed between the parties, the mediator shall be nominated by CEDR Solve. To initiate the mediation, a party must serve notice in writing (“**ADR Notice**”) to the other party, requesting a mediation. A copy of the ADR Notice should be sent to CEDR Solve. The mediation will start not later than 15 Business Days after the date of the ADR Notice.
- 12.2 No party may commence any court proceedings in relation to the whole or part of the dispute until 30 days after service of the ADR Notice, provided that the right to issue proceedings is not prejudiced by a delay.
- 12.3 Each party shall bear its own costs incurred in connection with the mediation.
- 12.4 If the dispute is not resolved within 30 days after service of the ADR Notice, or either party fails to participate or to continue to participate in the mediation before the expiration of the said period of 30 days, or the mediation terminates before the expiration of the said period of 30 days, the dispute shall be finally resolved by the courts of England.

13 **Force majeure**

Neither party shall be liable to the other party under these Conditions if it is prevented from or delayed in performing its obligations under these Conditions (save for obligations to make payment) by acts, events, omissions or accidents beyond its reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes, failure of a utility service or transport or telecommunications network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, extreme adverse weather condition, epidemic or pandemic, provided that it notifies the other as soon as reasonable practicable and makes reasonable commercial efforts to mitigate the effect of such an event.

14 **Waiver**

- 14.1 A waiver of any right under these Conditions is only effective if it is in writing and it applies only to the party to whom the waiver is addressed and to the circumstances for which it is given.
- 14.2 Unless specifically provided otherwise, rights arising under these Conditions are cumulative and do not exclude rights provided by law.

15 **Entire agreement**

- 15.1 These Conditions, and any documents referred to in it, constitute the whole agreement between the parties and supersede any previous arrangement, understanding or agreement between them relating to the subject matter they cover.
- 15.2 Each of the parties acknowledges and agrees that it has not relied and does not rely on any undertaking, promise, assurance, statement, representation, warranty or understanding (whether in writing or not) of any person (whether party to these Conditions or not) relating to the subject matter of these Conditions, other than as expressly set out in these Conditions.

16 **Assignment**



16.1 You may not assign, transfer, charge, sub-contract or deal in any other manner with all or any of your rights or obligations under these Conditions without our prior written consent.

16.2 We reserve the right to assign our rights and obligations under these Conditions to any third party without notice to you.

17 **No partnership or agency**

Nothing in these Conditions is intended to or shall operate to create a partnership between the parties, or authorise either party to act as agent for the other, and neither party shall have the authority to act in the name or on behalf of or otherwise to bind the other in any way (including, but not limited to, the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

18 **Waiver**

18.1 No failure by us to exercise nor any delay in exercising any right, power, privilege or remedy under these Conditions shall in any way impair or affect the exercise thereof or operate as a waiver thereof in whole or in part.

18.2 No single or partial exercise of any right, power, privilege or remedy under these Conditions by us shall prevent any further or other exercise thereof or the exercise of any other right, power, privilege or remedy.

19 **Third party rights**

These Conditions do not confer any rights on any third party pursuant to the Contracts (Rights of Third Parties) Act 1999 or otherwise.

20 **Variations**

We reserve the right to change these Conditions from time to time. We will notify you of any changes to these terms by posting them on the Website. If the changes are significant, we may provide a more prominent notice including, if appropriate, by email notification.

21 **Governing law and jurisdiction**

These Conditions are governed by and construed in accordance with the laws of England and Wales and the parties submit to the non-exclusive jurisdiction of the courts of England.



Schedule 1 High Level description of LSC Service

1 Your Account

1.1 The first Authorised User from your organisation may register and create an Account as a Buyer or Supplier (as applicable) (you may also be issued registration details from our helpdesk). Subsequent Authorised Users for your organisation may be invited to register by our helpdesk with consent from existing Authorised Users.

1.2 On registration and subsequent login(s) you reaffirm your agreement and undertake to comply with, our Terms and Conditions, Privacy Policy and Acceptable Use Policy, which can be accessed from <https://app.localsupplychain.co.uk/termsandconditions>.

2 The Local Supply Chain Platform

2.1 The purpose of the Platform is to help Buyers to source, engage and manage Suppliers who are able to provide the required Service(s).

2.2 The Buyer engagement process for Suppliers

2.2.1 Buyers wishing to engage Suppliers may post details of Projects and associated Tenders to the Website. Buyers also have the option to issue requests to Suppliers to take other actions the Platform, including but not limited to requests to submit pre-qualification questionnaires and performance requests for Suppliers to score the Buyer for its engagement. You accept that we do not check, verify or will have any responsibility or liability for any information provided by Members in relation to Projects or Tenders.

2.2.2 Tenders can be issued in a number of ways, as follows:

2.2.2.1 **Expression of Interest:** early stage Tenders whereby the Buyer wishes to find Suppliers who are willing to work with them or their chosen supply chain on a stated project.

2.2.2.2 **Enquiry:** Tenders issued by Buyers to help them in managing project costings.

2.2.3 Tenders will remain open for the period of time specified by the Buyer. Whilst the Tender is open, you may elect to respond.

2.2.4 You accept that the Buyer is responsible for selecting which Suppliers (if any) will be invited to each Tender and we have no control over this. Suppliers should direct all questions about the treatment of a Tender to the Buyer.

2.2.5 You accept that the information stored about your responses to Tenders is stored on the Platform and may be used by the Buyer or Firefly to provide statistics about your organisation, and that we may include this information on your Profile and on the Website in a manner that is viewable by all Members.

2.2.6 An 'Award' issued on the Platform by the Buyer **is not** an instruction or an order for the Services. If you are successful with a Tender and receive an Award on the Platform, then you are responsible for agreeing and entering into a direct contract



with the Buyer. We are not involved in the contract between you and the Buyer and you accept that all matters relating to the provision of the Supplier Services, including payment, are to be resolved between you and the Buyer.

- 2.2.7 LSC offers a verification service whereby upon the payment of a fee (an "**Upgrade**") we will commence the process of verifying your key business information uploaded to your Profile. The full benefits of the optional Upgrade service can be found on the Website.
- 2.2.8 You accept that any statements or information provided to a Member, whether through the Website or otherwise, are solely representations of the Member and by allowing any material to be placed by a Member on the Platform and/or Website we make no representation about the Member or any Content they provide.
- 2.2.9 Should you opt in for the Work Radar Scheme and you identify as a Tradesperson, Micros Business or Social Enterprise, you accept that by registering your interest in a Tender that you are granting Firefly your permission to share your business and/or personal details with Buyers and/or successful Suppliers on the relating Tender. You also accept that if shared with buyers, you are granting buyers permission to share your business and/or personal data with successful suppliers.

2.3 **The Supplier engagement process for Buyers**

- 2.3.1 Your Authorised Users will have access to menu options allowing you to engage with Suppliers and manage Projects on the Platform. Depending on the licence we issue (detailed within our proposal to you), the options available will vary.
- 2.3.2 Buyers wishing to engage Suppliers may use the Platform to source suppliers from the Supply Chain Database, which includes all Suppliers nationwide who are registered on the Platform, Frameworks, the local market or from Work Radar
- 2.3.3 Buyers can create Work Packages and request suppliers to respond to:
 - 2.3.3.1 Expression of Interest: early stage Tenders whereby the Buyer wishes to find members who are willing to provide prices, including by providing Pre Qualification Questionnaires for prospective Suppliers to complete and submit;
 - 2.3.3.2 Enquiry (Invitation to Tender): issued by Buyers to gain prices from members for stated Work Package or Tender services; and
 - 2.3.3.3 Requests: requests for Suppliers to take certain actions on the Platform or submit specific information to the Buyer, including but not limited to performance requests for Suppliers to score the Buyer on their engagement for the relevant Project or requests to submit additional information such as pre-qualification questionnaires.
- 2.3.4 Suppliers can respond to EOI's & Enquiries that are issued to them from Buyers.
- 2.3.5 Enquiries will remain open for the period of time specified by Buyers.
- 2.3.6 Buyers can issue 'Awards' on the Platform, this is not an instruction (or order) to proceed with the services. If you issue an Award to a Supplier on the Platform, then you are responsible for agreeing and entering into a direct contract with the Supplier.



We are not involved in the contract between you and the Buyer and you accept that all matters relating to the provision of the Supplier Services, including payment, are to be resolved between you and the Buyer.

- 2.3.7 Information regarding a 'decline' on the Platform will be visible to the appropriate Supplier.



Schedule 2 Service Level Agreement

1 Definitions

1.1 In this Service Level Agreement, the following words and expressions have the following meanings:

“**Availability**” means the % of total time over the month which is Uptime available to users.

“**Excused Downtime**” means a period of time whereby we unexpectedly experience the online platform to be unavailable to users.

“**Platform**” means Local Supply Chain (LSC), Performance 365 (P365), Social Partnership Portal, and/or Work Radar all of which are accessed through the following web address <https://app.localsupplychain.co.uk/signin/>.

“**Scheduled Maintenance**” means a period of time whereby we are expecting the online platform to be unavailable to users.

“**Uptime**” means the total time that the Platform is available for use by users.

“**User**” means a person that has access to the Platform.

“**We**”, “**us**” or “**our**” means Firefly Online Ltd (Registered Company Number 06481401) the organisation owning, responsible for developing and maintaining the Platform.

“**Website**” means our website at www.localsupplychain.co.uk, www.workradar.co.uk or such other website through which the Platform is provided from time to time.

2 System access

2.1 The Platform can be accessed through a mobile device, tablet or laptop, and is supported in the following browsers:

2.1.1 Google Chrome (recommended);

2.1.2 Microsoft Edge;

2.1.3 Internet Explorer (version 11 or above);

2.1.4 Firefox; and

2.1.5 Safari.

2.2 The Platform is developed as a responsive application and will therefore automatically scale to size to best fit the screen and device used.

3 Service Levels

3.1 Availability



3.1.1 We shall use commercially reasonable endeavours to provide a service level availability of the Platform of 99.99% each month.

3.1.2 Availability will be measured on a monthly basis in accordance with the calculation below:

Availability (%) = ((Total available Uptime minus Excused Downtime minus Scheduled maintenance) divided by total available Uptime) multiplied by 100.

Example

Total available uptime for June = 43,200 minutes. (30 days x 24 hours x 60 minutes)

Excused Downtime = 22 minutes

Scheduled Maintenance = 30 minutes

Availability % = (43200 – 22 – 30)/43200

Availability % = 99.88%

4 **Storage & file sizes**

4.1 We utilise the Azure network for storage of data and documents, and we aim to provide enough storage capacity for all our users to enable them to carry out their day-to-day activities, such as issuing PQQs, enquiries, submitting tender responses and storing project documents.

4.2 The service allows for a maximum file size of 250MB, which is reviewed by our team on a regular basis. We find that users will generally struggle to access any files larger than this limit, given their internet and bandwidth arrangements or when accessed on a mobile device.

5 **System Maintenance**

5.1 System Maintenance includes adhoc maintenance, system enhancements and excused downtime.

5.2 From time to time we may be required to undertake maintenance of the Platform, and during this time the service may not be accessible.

5.3 We undertake two types of system maintenance, Adhoc Maintenance and System Enhancements:

5.4 Adhoc Maintenance

5.4.1 We may at times be required to update the Platform on an adhoc basis in order to repair and update any bugs, fixes, and/or security and/or data breach incidents. Under these circumstances, we shall not give prior notice unless the update to the Platform is related to a security or data breach incident relating to you.



5.4.2 We shall endeavour to perform this adhoc maintenance between the hours of 02:00 and 04:00. If this is not acceptable (for example, due to a data breach and/or security incident) we shall update the Platform immediately.

5.4.3 We have technology and processes in place that allow us to undertake certain maintenance activities with no disruption to system users, and we will endeavour to favour this option when possible.

5.5 System enhancements

5.5.1 Planned maintenance is any update to the Platform not included as adhoc maintenance. This consists of small, medium and/or large developments which can include, but is not limited to enhancing user experience, updating third party connectivity's, increased functionality, updates to existing functionality and/or the release of new modules.

5.5.2

5.5.3 We shall endeavour to perform this planned maintenance between the hours of 02:00 and 04:00 weekdays or during weekends.

6 Excused Downtime

6.1 Excused downtime, may include, without limitation, the following circumstances:

6.1.1 the failure of transfer of data over communications networks and facilities, including the internet that are out of our control;

6.1.2 suspension of the service in accordance with our terms and conditions

6.1.3 force majeure events;

6.1.4 events outside of our control, including but not limited to:

6.1.4.1 loss of services to us by our suppliers

6.1.4.2 acts of God;

6.1.4.3 terrorism/war; or

6.1.4.4 accessibility issues out of our control, including but not limited to external hardware issues, failures of 3rd party infrastructure or firewalls.

7 System Backups

7.1 The platform is backed up on a regular basis in order to achieve our Recovery Time & Recovery Point Objectives. Data stored in Azure is replicated a minimum of three times in a single physical location. The Live environment is configured to be replicated three times in the primary location (currently North Europe) using local redundant storage. It is then copied asynchronously to a single physical location in a secondary location (currently West Europe).



7.2 Database backups are configured with a minimum of 30 days point in time restore giving the ability to restore the database to any point in the previous 30 days. Databases are configured for geo-replication to a secondary read-only in a different location.

8 Business Continuity

8.1 We maintain a comprehensive Business Continuity Plan as a part of our ISMS and ISO27001 accreditation. This covers all aspects of our business including all physical and non-physical assets.

8.2 As part of our disaster recovery and business continuity plan our target response times are as follows:

8.2.1 Recovery Time Objective (RTO) - 24 Hours

8.2.2 Recovery Point Objective (RPO) - Azure SQL - Point in time restore (Millisecond)

9 Auditing

The Platform maintains a log of changes to key data fields, which can be accessed by our developers upon request. Request for this information should be made in writing to your account manager.

10 Support

10.1 The Platform is supported by a dedicated team with offices based in Grantham.

10.2 Support hours are 09:00 – 17:00 Mon – Thurs, 09:00 – 16:00 Fri (excluding Bank Holidays.)

10.3 During these hours, support is offered via e-mail: support@localsupplychain.co.uk, telephone 0800 197 6958 and through an online ticketing system which can be found through the 'Help' link located on the bottom right-hand side of the Platform once the user is logged into their account.

10.4 In addition, we will setup our Helpdesk as a user on your area of the platform. This enables our operators to view your records and help your users with any potential issues they may have. You have control over this access which you may enable / disable at any time by contacting our helpdesk.

10.5 Urgent Out of hours Incident notifications can be reported via e-mail to daniel.botherway@firefly-online.net

10.6 All requests submitted to our Helpdesk (calls, e-mails, online support tickets) are logged, prioritised and tracked through to final closure. All requests through to our helpdesk are assigned to a client organisation, a ticket 'type' (technical, bug, fix, training, support etc) and given a priority level (1,2 or 3).

10.7 Classification, Response & Resolution

Firefly-Online Limited Cloud Based Software Resolution Times
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Support Hours	Priority Level	Target Response Time	Target Resolution Time
Within office hours	Level 1	4 hours	8 hours
	Level 2	8 hours	24 hours
	Level 3	16 hours	N/A

10.8 Target Resolution Times

Whilst we aim at all times to provide an excellent level of customer support, there are occasions where solutions may lie outside of our remit of control, for example, a third-party supplier may be required to support the delivery of resolution efforts and may not be able to meet the target response or resolution times. Should these situations arise, we will regularly provide updates in respect of the schedule for resolution directly to you and will use necessary escalations with third parties to ensure resolution occurs at the earliest possible opportunity you.

10.9 Definitions of priority levels

10.9.1 **Level 1** – The core functionality of the Platform fails or is unavailable making a critical functionality inaccessible or a complete network interruption causing a severe impact on services availability where there is no possible alternative. Or a critical functionality or network access is interrupted, degraded or unusable, having a severe impact on services availability which could cause a data breach where no acceptable alternative is possible.

10.9.2 **Level 2** – The non-critical function or procedure of the Platform is unusable or hard to use and is having an operational impact, but with no direct impact on services availability where a workaround is available.

10.9.3 **Level 3** - The Platform or personal procedure is unusable, where a workaround is available, or a repair is possible. Under these circumstances, we liaise with users and prioritise common requests which are then included in regular sprints and future scheduled maintenance.

11 Hosting & Security

11.1 The Platform is hosted in the Microsoft Azure cloud. All resources are monitored by Azure Security Centre. All resources are located in the North / West European regions. Primary resources are located in the North Europe region with secondary backup/read-only resources located in UK South or West Europe regions.

11.2 All requests are over a secure HTTPS connection. Databases are encrypted at rest and do not allow external/public access.

11.3 The Azure cloud allows the Platform to scale up/down our resources as capacity demands.

11.4 Should a 3rd party service/API go offline – the Platform degrades gracefully and handles any errors appropriately.



- 11.5 All users require a strong password with a minimum of upper case, number, character, and symbol.
- 11.6 2FA two-factor authentication can be enabled for administrative users (upon request to our helpdesk).