

Sedex Risk Assessment Tool – Terms and Conditions of Use



These terms and conditions set out the how Users are permitted to use the Sedex Risk Assessment Tool. These terms and conditions of use are written in English. To the extent that any translated version of this Agreement, or any other element of these terms of use, conflicts with the English versions, the English version shall prevail. These terms and conditions of use are entered into by and between your organisation and Sedex and this forms a legally binding agreement on your organisation accordingly.

Each of your organisation(s) ("you") and Sedex shall be referred to as a Party to these terms of use and Parties shall be construed accordingly.

1. Definitions

Affiliate Audit Company (AAC)	means audit companies, permitted by Sedex to conduct SMETA audits, as published on the Sedex website.
Data	such data set, information or representation as is contained in the Risk Assessment Tool.
Member	means member of Sedex from time to time, as provided in the Standard Terms of Service.
Modern Slavery Statement	means such compliance statement as Members may publish from time to time, in line with relevant modern slavery legislation in the jurisdiction in which they operate.
Risk Assessment Tool	means the risk screening tool published by Sedex from time to time, containing data which is aggregated by Sedex from external sources, and which Sedex makes available for use on the basis of these terms and conditions of use, to carry out pre-screening, site of employment or forced labour risk analysis.
Sedex	means Sedex Information Exchange Ltd, a company limited by guarantee and registered in the UK with registered office at 2 nd Floor, 5 Old Bailey, London EC4M 7BA.
Standard Terms of Service	means the Sedex Standard Terms of Service, published by Sedex from time to time, which binds all Members of Sedex and all AACs and can be found here .
User	means any person or organisation who has been granted access to use the Risk Assessment Tool by

Sedex, whether as a Member or AAC, from time to time, including any natural person who is an employee, agent or contractor of said Member or AAC and who is appointed and authorised by Auditor to use and administer the Sedex Risk Assessment Tool Service.

User Agreement Form

the user agreement form published by Sedex and signed by you indicating acceptance of these terms of use.

2. General

2.1 These terms and conditions of use set out the basis upon which the Risk Assessment Tool (known as Radar) will be made available to you ("you" or "your") in your capacity as a Member or AAC. These terms of use shall be read in conjunction with and as part of the Standard Terms of Service. To the extent that these terms of use and the Standard Terms of Service conflict, then this Agreement shall prevail. Capitalised terms in this document which are not otherwise defined above, shall have the meaning ascribed to them in the Standard Terms of Service.

2.2 Failure to abide by these terms of use may result in Sedex removing your access to the Risk Assessment Tool without notice, as set out at clause 6 below. Please therefore read these terms of use carefully before accessing or using Data from the Risk Assessment Tool.

2.3 Sedex reserves the right to revise these terms of use at any time and with reasonable notice, including by publication on the Sedex website. By continuing to use the Risk Assessment Tool after we make any such changes to these terms of use, you are deemed to have accepted such changes.

3. Permitted use

3.1 Data contained in the Risk Assessment Tool is strictly for internal use only, by Members or AACs, whether as a pre-screening tool or otherwise.

3.2 Each User, and any User in your organisation, warrants and undertakes:

- (a) not to publish any extract or part of such Data externally, without Sedex's prior written consent, including on social media or as part of any report or external communication (which shall include online publication); and

(b) not to publish the Sedex logo as part of the Data unless Sedex expressly permits this on its display of the Data in the Risk Assessment Tool.

3.3 For the avoidance of doubt, Members or AACs can reference the fact they use the Risk Assessment Tool in managing risk in their supply chain (for instance to draw up a Modern Slavery Statement), provided they do not publish extracts of Data within the Risk Assessment Tool other than with Sedex's prior written consent.

4. Fees for use of the Risk Assessment Tool

4.1 Currently, there is no charge for using the Risk Assessment tool. However, Sedex reserves the right to charge fees for use, in future. Sedex will not raise fees for this tool without first notifying its Members and AACs and affording them a reasonable period of time to decide whether or not to use the Risk Assessment Tool on a fee-paying basis.

4.2 Sedex reserves the right to modify its Risk Assessment Tool service offering and fees in such way as it sees fit, including by offering it as part of a broader commercial offering or charging a separate fee for its use, on such terms as Sedex may publish from time to time.

4.2 Failure to pay any applicable fees for access to the Risk Assessment Tool may result in Sedex revoking a User's right to use the Risk Assessment Tool.

5. Term and Termination

5.1 These terms of use shall commence on acceptance of the User Agreement Form signed by you and shall continue until terminated in accordance with this clause 6.1:

- (i) Sedex may, by written or electronic notice to you, terminate your right to use the Risk Assessment Tool with immediate effect if for any reason you cease to be a Member or an AAC;
- (ii) Sedex may, by written or electronic notice to you, terminate your right to use the Risk Assessment Tool with immediate effect if you publish Data contained in the Risk Assessment Tool externally, including on social media;
- (iii) Either Party may terminate your right to use the Risk Assessment Tool by giving at least 30 days' written notice to the other, for convenience;

- (iv) Either Party may, by written notice to the other, terminate these terms of use with immediate effect if any of the following events occur:
 - i. the other Party breaches any term of this Agreement and such breach is incapable of remedy or, if the breach is remediable, it continues for a period of thirty (30) days after written notice requiring it to be remedied has been given to the Party in breach; or
 - ii. the other Party gives notice to its creditors or any of them that it has suspended or is about to suspend payment or if the other Party shall be unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986, or if an order shall be made or resolution passed for the winding up of the other Party (otherwise than for the purpose of and followed by a reconstruction or amalgamation) or if an administration order shall be made in respect of the other or if the other shall become insolvent or shall make any assignment for the benefit of creditors or has a receiver appointed of all or any part of its assets or takes or suffers any similar action in consequence of debt.

5.2 Upon termination of these terms of use for any reason:

- (i) your right to access the Risk Assessment Tool shall immediately come to an end;
- (ii) you shall indemnify Sedex against all liabilities, costs, expenses, fines, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses suffered or incurred by Sedex arising out of a breach of clause 3 above; and
- (iii) you shall not be entitled to any refund or rebate of any of the fees or charges paid for use of the Risk Assessment Tool and shall remain liable for all outstanding and overdue fees or charges.

6. General

6.1 Subject as provided above, these terms of use constitute the entire agreement between the Parties and supersede and extinguish all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter, save in relation to the Sedex Standard Terms of Service.

6.2 Each Party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether innocently or negligently) that is not set out in these terms of use. Each Party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in these terms of use. Each Party acknowledges that in entering into these terms of use, it does not do so on the basis of, and does not rely on, any representation, warranty or other provision except as expressly set out in these terms of use.

6.3 If any clause or part of these terms of use shall become or shall be declared by any court of competent jurisdiction to be invalid or unenforceable in any way, such invalidity or unenforceability shall in no way impair or affect any other clause or part thereof, all of which shall remain in full force and effect.

6.4 These terms of use shall be governed by and construed in accordance with English law. It is agreed that legal action relating to these terms of use may only be dealt with by the Courts of England and Wales, save that Sedex may take legal action against Member or AAC in any country where Member or AAC may have a place of business.

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