

SOCIAL ENTERPRISE MARK CIC ACCREDITATION LICENCE
TERMS AND CONDITIONS
(Updated: November 2023)

This page (together with the documents referred to) are the terms and conditions of the Mark Licence (as defined below) that we, Social Enterprise Mark Community Interest Company, will grant if following completion of the Application Form (as defined below), you are accepted as a Licensee by us.

Please read these Terms (as defined below) carefully before applying for a Mark Licence. You should understand that by applying for Mark Licence, you agree to be bound by these Terms. You should print a copy of these Terms for future reference.

Please note that payment of the annual licence fee constitutes your acceptance of these terms and conditions. Please make sure you have carefully read and understand these terms before confirming acceptance.

1. INTERPRETATION

1.1 In these Terms, the following words and phrases shall have the following meanings:

Applicant/You: the entity or individual applying, in the course of business, for a Trade Mark Licence.

Application Form: the application raised, providing details of how your organisation conforms with criteria.

Application Confirmation: usually issued by email, confirming receipt of your application.

Commencement Date: the date on which these Terms come into force as stated in clause 2.

Contract: these Terms, and contents of the Application Form.

Force Majeure: any circumstances not foreseeable at the date of these Terms and not within the reasonable control of the party in question including, without limitation, strikes, lockouts, shortages of labour or raw materials, civil commotion, riot, invasion, war, threat of or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural physical disaster.

Initial Period: means 12 months from the Commencement Date.

Licence Fee: is charged annually plus VAT (or other arrangement according to the country you apply from), according to the annual income of the business (or other fee agreed between us from time to time) payable in accordance with clause 9. Please see Schedule 4 for the annual licence fee schedule.

Mark: the designs and devices, set out in Schedule 1. **Please note:** all references in these terms and conditions to “the Mark” specifically concern all our accreditations which are the Social Enterprise Gold Mark (SEGM), the Social Enterprise Silver Mark (SESM), the Social Enterprise Mark (SEM), the Aspiring Social Enterprise Mark (ASEM), and

Disability Employment Mark (DEM).

Mark User Brand Guidelines: means the guidelines specified in Schedule 3, as amended from time to time.

Qualification Criteria: means the standards of best practice as attached at Schedule 2,

Products: the products manufactured by you as detailed by you in the first section of the Application Form, "Company details" and such further services as may be added by agreement.

SEM CIC/we/us: Social Enterprise Mark Community Interest Company, a company registered in England with company number 07133698, whose registered office is at Unit 40a, HQ Business Centre, 237 Union Street, Plymouth, PL1 3HQ.

Services: the services provided by you as detailed by you in the first section of the Application Form, "Company details" and such further services as may be added by agreement.

Site: the site accessible at www.socialenterprisemark.org.uk.

Terms: these terms and conditions.

Mark Licence: the licence to use the Mark on these Terms.

- 1.2 References to **these Terms** or to any other agreement or document referred to in these Terms mean these Terms or such other agreement or document as amended, varied, supplemented, modified or novated from time to time and include the schedules.
- 1.3 A reference to a clause or a schedule is a reference to a clause of, or schedule to, these Terms. A reference to a paragraph is, unless otherwise stated, a reference to a paragraph of the schedule in which the reference appears. Clause and schedule headings do not affect the interpretation of these Terms. Each of the schedules shall have effect as if set out in these Terms.

2. HOW THE CONTRACT IS FORMED

- 2.1 These terms apply to all applications raised in support of your organisation's interest in attaining one of the Marks.
- 2.2 After you have agreed and formally submitted your application details, we will acknowledge receipt, but this does not constitute approval of your application. Your application constitutes an offer to us to apply for a Trade Mark Licence. All Application Forms are subject to acceptance by us and we will confirm this, usually by email. The contract between us (the Contract) will only be formed following your payment of the invoice in respect of the assessment and Licence Fee.
- 2.3 In submitting an application for and being awarded the Mark, an organisation is agreeing to the following:

- That the information provided in support of their application is current and accurate.
- To seek to maximise social impacts and minimise environmental damage.
- As part of ongoing compliance monitoring, to forward whatever evidence the Social Enterprise Mark CIC may request in support of how Mark criteria is being met, within 2 weeks of this being requested (or within a period otherwise agreed).
- That information and evidence provided within their application describing social impact and value, may be shared with others and used in promotional material by SEMCIC.
- Consents to receiving information from the Social Enterprise Mark CIC, and to share the contact details and information about their services provided throughout their application form.

3. COMMENCEMENT AND DURATION

3.1 These Terms shall come into force on the date of these Terms or on obtaining all of the approvals referred to in clause 8.6 (whichever is later) and shall continue in force for the Initial Period and thereafter shall automatically continue at one year intervals, unless terminated by either party giving 2 months written notice expiring at any time after the end of the Initial Term or otherwise in accordance with any other clause of this Contract.

3.2 The continuation of the Licence and agreement to use the Mark is subject to an automatic annual renewal process and fee, through which you must confirm your continuing eligibility with the Qualifying Criteria.

3.3 We will automatically issue an invoice for the annual licence fee one month in advance of the renewal date unless you advise us of an intention not to renew your licence or of any changes in your circumstances affecting your eligibility to hold the Mark (please see Schedule 2 below detailing Eligibility Criteria).

PLEASE NOTE: SEM CIC will undertake periodic eligibility checks and the issue of the invoice and its payment does not constitute confirmation of your continuing eligibility to hold the Mark. If you are found not to be eligible following payment of the Licence Fee, or fail to submit appropriate responses and evidence, so that SEM CIC may determine this, you may be granted a period of up to a year to meet requirements; failure to do so within this period will mean automatic expiry of your licence and eligibility to hold the Mark. Serious breaches of eligibility and licence requirements may lead to Mark status being immediately revoked, with no refund of the licence fee, so it is your obligation to ensure you remain eligible to hold the Mark prior to submitting payment.

Some of our products may allow for a 'Committed Status' for up to 3 years if they do not fully qualify. Schedule 2 gives further information on holding 'committed status'.

4. LICENCE

Subject to clause 2.2, we hereby grant you a non-exclusive licence to use the Mark in the United Kingdom or such other countries as may be agreed between you and us in the manufacture, promotion, distribution and sale of Products and/or the provision of Services, subject to the provisions of these Terms.

5. APPLICATION OF THE MARK

5.1 You shall ensure that, on all Products and Services (or any promotional material for the same) made and sold by you under these Terms carrying the Mark, shall comply strictly with our brand guidelines as set out in Schedule 3.

5.2 You may use your own trade name on packaging, advertising and promotional materials for Products and/or Services.

6. TITLE

You acknowledge and agree that we are the owner of the Mark and you shall not dispute or challenge the validity of the Mark, or any of our rights to the Mark, during the term of the Contract.

7. TRADEMARK REGISTRATIONS

7.1 You shall not apply for, or obtain, registrations of the Mark for any goods or services in any country.

7.2 You shall not apply for, or obtain, registrations of any trade or service mark in any country which is confusingly similar to the Mark.

8. DUTIES OF THE PARTIES

8.1 You shall not do, or omit to do, anything to diminish our rights in the Mark or impair any registration of the Mark.

8.2 You shall comply with our Qualification Criteria and Mark User Brand Guidelines.

8.3 We warrant that we are the owner of the Mark and may, at our discretion, on written notice to you, amend the design and devices as shown in Schedule 1

8.4 You shall promptly notify us of any attack on the validity of any registration of the Mark, once the Mark has been registered.

8.5 You shall abide by regulations and practices in force or use in the United Kingdom in order to safeguard our rights in the Mark.

8.6 In the event that any government approval is required in order for these Terms to be effective in any country in the United Kingdom or in your country, you shall obtain such approval and shall provide us with a certified copy of such approval together with a translation into English.

9. LICENCE FEE

9.1 For the Aspiring Social Enterprise Mark, applicants are invoiced up front for the licence fee. The application must then be submitted within 3 months of payment being received. Failure to submit an application within this timeframe may mean additional charges will apply. These charges include a 50% re-charge of the licence fee after a year since the first payment, to be re-assessed, or a charge of up to 20% for any unnecessary delays on progression of the application after a year of receiving the original payment. In the unlikely event that an application is unsuccessful, the licence fee will be refunded, minus a £100 assessment fee. Payment should be made through electronic BACS transfer or in exceptional cases by cheque issued by a UK Clearing Bank (which must be received by us by the due date specified on the invoice). Failure to pay the Licence Fee by the due date will constitute a breach of these terms and gives us the right to terminate the Contract in accordance with clause 19.

9.2 For the Social Enterprise Mark, applicants are invoiced up front for the licence fee. The application must then be submitted within 3 months of payment being received. Failure to submit an application within this timeframe may mean additional charges will apply. These charges include a 50% re-charge of the licence fee after a year since the first payment, to be re-assessed, or a charge of up to 20% for any unnecessary delays on progression of the application after a year of receiving the original payment. In the unlikely event that an application is unsuccessful, the licence fee will be refunded, minus a 50% (minimum of £200) assessment fee. Payment should be made through electronic BACS transfer or in exceptional cases by cheque issued by a UK Clearing Bank (which must be received by us by the due date specified on the invoice). Failure to pay the Licence Fee by the due date will constitute a breach of these terms and gives us the right to terminate the Contract in accordance with clause 19.

9.3 For the Social Enterprise Silver Mark, applicants are asked to pay the Licence Fee upon confirmation that they wish to proceed with an application. If the applicant is not already a Social Enterprise Mark (SEM) holder, they will first be assessed for eligibility to hold the SEM and then progress onto the Social Enterprise Silver Mark assessment. Payment should be made through electronic BACS transfer or in exceptional cases by cheque issued by a UK Clearing Bank (which must be received by us by the due date specified on the invoice). Failure to pay the Licence Fee by the due date will constitute a breach of these terms and gives us the right to terminate the Contract in accordance with clause 19. The Social Enterprise Silver Mark application must be submitted within 6 months of payment being received, with other assessment arrangements and timeframes also agreed with SEMCIC. Failure to submit an application within this timeframe may mean

additional charges may apply. These charges include a 50% re-charge of the licence fee after a year since the first payment, to be re-assessed, or a charge of up to 20% for any unnecessary delays on progression of the application after a year of receiving the original payment. Any requests for a refund of the Social Enterprise Silver Mark licence fee will be dealt with on a case-by-case basis; however, in most cases SEMCIC would likely continue to work with the applicant until they are successful, and they potentially hold a lower standard accreditation in the meantime.

- 9.4 For the Social Enterprise Gold Mark, applicants are asked to pay the Licence Fee upon confirmation that they wish to proceed with an application. If the applicant is not already a Social Enterprise Mark (SEM) holder, they will first be assessed for eligibility to hold the SEM and then progress onto the Social Enterprise Gold Mark assessment. Payment should be made through electronic BACS transfer or in exceptional cases by cheque issued by a UK Clearing Bank (which must be received by us by the due date specified on the invoice). Failure to pay the Licence Fee by the due date will constitute a breach of these terms and gives us the right to terminate the Contract in accordance with clause 19. The Social Enterprise Gold Mark application must be submitted within 6 months of payment being received, with other assessment arrangements and timeframes also agreed with SEMCIC. Failure to submit an application within this timeframe may mean additional charges may apply. These charges include a 50% re-charge of the licence fee after a year since the first payment, to be re-assessed, or a charge of up to 20% for any unnecessary delays on progression of the application after a year of receiving the original payment. Any requests for a refund of the Social Enterprise Gold Mark licence fee will be dealt with on a case-by-case basis; however, in most cases SEMCIC would likely continue to work with the applicant until they are successful, and they potentially hold a lower standard accreditation in the meantime.
- 9.5 For the Disability Employment Mark (DEM) applicants will be asked to pay the Licence Fee upon confirmation that they wish to proceed with an application. If the applicant does not pass the assessment, they are entitled to hold the 'Committed Status' version for up to a period of 3 years or other period that is agreed by the SEMCIC assessment team, which will be notified to them.
- 9.6 International applications will be subject to an additional non-refundable administration fee of £165 for their initial application and every 3 years when their full re-assessment is conducted. This is to cover extra expenses incurred due to the added complexity of international assessment. Please note, this fee may not apply for some applicants being dealt with directly by an overseas partner of ours.
- 9.7 Where a discounted annual licence fee is agreed as part of a fixed term deal, by accepting the deal (by payment of initial annual licence fee invoice), the licensee is committing to renewing the annual licence for the agreed fixed term period (usually 3 years).
- 9.8 For all new and renewing invoices, we reserve the right to charge interest and fees on late payments in accordance with The Late Payment of Commercial Debts Regulations 2013. Partial payments are applied first against interest and fees accrued to the date of

payment and any balance is then applied against the principle sum outstanding.

9.9 Annual renewal fees are dependent on Mark holders last reported annual turnover. Where possible, SEMCIC will determine this from accounts filed with Companies House or you will be asked to provide management accounts at least two months prior to renewal invoicing. If we do not receive this information prior to invoicing, we reserve the right to charge an administration fee to cover the costs of invoicing amendments.

9.10 SEMCIC will review the Licence Fee on an annual basis and will be permitted to revise the Licence Fee, as they see fit, by giving Mark holders 2 months prior written notice.

10. TAXES AND WITHHOLDINGS

10.1 All payments to be made by you under these Terms are exclusive of value added tax (if applicable), consumption tax or other sales tax or customs duty which shall, where appropriate, be payable by you.

10.2 All payments to be made by you under these Terms shall be paid without set off, delay or deduction and time for payment shall be of the essence.

11. QUALITY CONTROL AND APPROVAL PROCEDURES

11.1 We shall notify you of the standards and specifications which shall be adopted by you in the manufacture, promotion, distribution and sale of Products and/or Services in its Qualification Criteria and Mark User Brand Guidelines and you undertake to comply strictly with such standards and specifications. We will give you written notice of any modifications or changes to the standards of quality or specifications, and you shall implement any such modification or change as soon as is reasonably practicable.

11.2 We or any other person authorised by us shall, on giving 7 days prior written notice, at our own expense, have access during normal business hours to any of your premises used for the manufacture, storage and distribution of Products and/or Services to assess your compliance with these Terms.

11.3 In the event that, in our sole opinion, you are not complying with the Qualification Criteria, we may either:

- (a) terminate the Contract in accordance with clause 19; or
- (b) require you to make such reasonable changes to ensure compliance.

12. ADVERTISING AND MARKETING

12.1 You undertake to ensure that your advertising and marketing of Products and/or Services you shall in no way reduce or diminish the reputation, image and prestige of the Mark or of products or services sold under or by reference to the Mark (including, without limitation, Products and/or Services).

- 12.2 You shall ensure that all your advertising and materials comply with the standards set out in the Qualification Criteria and the Mark User Brand Guidelines.
- 12.3 You shall bear the costs of all advertising and promotion for Products and/or Services in the United Kingdom or other countries that a Mark Holder has been granted to use the Mark in.

13. COMPLIANCE WITH APPLICABLE LAWS

You shall ensure that each and every Product and/or Service distributed or supplied by you under these Terms shall comply with all applicable laws and regulations of governmental or other competent authorities in the United Kingdom from time to time, and any established industry standards in the European Community, the country of origin and the country of destination, and be safe for the use for which it is intended.

14. INDEMNITY

- 14.1 Subject to clause 14.2, you agree to indemnify us against all claims, liabilities and expenses arising out of your activities under these Terms, or out of defects (whether obvious or hidden) in any Products and/or Services manufactured, promoted, distributed or sold by you in the United Kingdom, or arising from personal injury, or from any infringement of our rights or any third party rights by the manufacture, sale, possession or use of the Products and/or Services by you, or from your failure to comply with all applicable laws and regulations.
- 14.2 We agree to indemnify you against all claims, liabilities and expenses arising out of any claim that your use of the Mark duly approved in accordance with the provisions of these Terms infringes the rights of any third party. You shall not be entitled to recover lost profits.

15. INFRINGEMENT

- 15.1 Each party shall promptly notify the other of any actual or suspected infringement within the United Kingdom of the Mark that comes to its attention (**Infringement**).
- 15.2 You shall co-operate fully with us in taking all steps required by us, in our sole discretion, in connection with any Infringement, including, without limitation, legal proceedings in the name of us or in our joint names. We shall be responsible for the costs of any legal proceedings we require and are entitled to any damages, account of profits and/or awards of costs recovered. You shall use your best endeavours to assist us in any legal proceedings relating to any Infringement.

16. DISCLOSURE AND CONFIDENTIALITY

16.1 If you or any of your subsidiaries, affiliates, employees, agents or advisers receive confidential, secret or any proprietary information of us pursuant to these Terms, you shall keep it confidential and not at any time after such receipt disclose, divulge or communicate the same to any person other than:

- (a) your officers or employees; and
- (b) persons engaged by you to manufacture Products for you, or on your behalf, for sale by you,

where necessary for performance of your obligations and in pursuance of your rights under the Contract.

16.2 The obligations of confidentiality set out in clause 16.1 shall not extend to information acquired by you which you can show:

- (a) at the time of your acquisition was in, or at a later date has come into, the public domain, other than following a breach of this clause 16; or
- (b) you knew before the first disclosure to you by us; or
- (c) you received independently from a third party with the full right to disclose.

17. ASSIGNMENT AND SUB-LICENSING

17.1 The Contract is strictly personal to you. You may not assign or transfer all or any part of your rights or obligations under the Contract without our prior written consent.

17.2 We may assign the benefit of the Contract and may delegate any of our duties under the Contract.

18. INSURANCE

18.1 You shall at your own expense carry product liability and comprehensive general liability insurance covering Products and/or Services as appropriate, and to an appropriate level, depending on the nature of its trading activity. Such insurance policy shall remain in effect throughout the term of the Contract and for a period of 2 years after termination.

18.2 Promptly on request from us, you shall provide a certificate confirming the existence of insurance in accordance with this clause 18.

19. TERMINATION

19.1 We may terminate the Contract immediately by giving notice to you if:

- (a) you commit any breach of these Terms;
 - (b) we give notice to you to remedy the breach (or to the extent that the breach is not capable of remedy, to give compensation for it); and
 - (c) you fail to do so within 14 days of the notice.
- 19.2 You will be permitted to terminate the Contract by giving us 1 months written notice, in the event that we increase the Licence Fee in accordance with clause 9.3.
- 19.3 Either party may terminate the Contract immediately by giving notice to the other party if:
- (a) The other party becomes insolvent, is adjudicated bankrupt, or compounds with, or makes any arrangement with, or makes a general assignment for the benefit of, its creditors; or
 - (b) the other party compulsorily or voluntarily enters into liquidation, except for the purposes of a bona fide reconstruction or amalgamation, and with the prior written approval of the other party; or
 - (c) the other party has an administrator, receiver or manager appointed over the whole, or a substantial part, of its undertakings or assets; or
 - (d) there is a change in control of that party which materially affects the ability of that party to carry out its obligations under these Terms in a satisfactory manner; or
 - (e) the other party ceases or threatens to cease to carry on its business.

20. EFFECT OF TERMINATION

- 20.1 When the Contract is terminated:
- (a) the licence to use the Mark ceases immediately;
 - (b) you shall not manufacture, sell or offer any products or services of any type or description under, or by reference to, the Mark or any confusingly similar mark;
 - (c) you shall return to us all Social Enterprise Mark CIC materials (including plaques and certificates) at your own expense, within a period of 3 months following termination of the licence.
 - (d) You shall remove the Mark's logo/badge, and all references to the Mark accreditation you hold, from your online communications, within a period of 3 months following termination of the licence. All printed materials bearing any of the Mark products, or referring to any of the Mark products, should not be used after a period of 6 months following termination.
- 20.2 After any termination you may, for a period of 3 months from termination, continue to sell any Products to which the Mark was applied before the date of termination. If you continue to use or refer to the Mark beyond this period or having been previously awarded or complying with the Mark, you will be in breach of the Trademark Licence and

be subject to legal action.

20.3 Termination of the Contract by either party pursuant to clause 19 shall be without prejudice to the right to seek compensation for breach of any provisions of these Terms.

21. FORCE MAJEURE

If, and to the extent that, either party is prevented or delayed from performing any of its obligations under these Terms by Force Majeure, it shall promptly so notify the other party, specifying the matters constituting Force Majeure together with such evidence in verification of those matters as it can reasonably give and specifying the period for which it is estimated that the prevention or delay shall continue. The party so affected shall then be relieved of liability to the other for failure to perform, or for delay in performing (as the case may be), its obligations, but shall nevertheless use its best endeavours to resume full performance of its obligations under these Terms provided that, if the Force Majeure continues for a period of two months or more following notification, the party not affected by the Force Majeure may terminate the Contract by giving not less than 30 days' prior notice to the other party. Such notice of termination shall be of no effect if the party affected by the Force Majeure resumes full performance of its obligations under these Terms before the expiry of the notice period.

22. ENTIRE AGREEMENT

These Terms, together with any documents referred to in it, constitutes the whole agreement between us relating to its subject matter and supersedes any prior drafts, agreements, undertakings, representations, warranties and arrangements of any nature, whether in writing or oral, relating to such subject matter.

23. VARIATION

No variation of these Terms shall be effective unless made in writing.

24. INVALIDITY

If any provision of these Terms is held to be illegal, void, invalid or unenforceable under the laws of any jurisdiction, the legality, validity and enforceability of the remainder of these Terms in that jurisdiction shall not be affected and the legality, validity and enforceability of the whole of these Terms shall not be affected in any other jurisdiction.

25. RIGHTS OF THIRD PARTIES

No term of the Contract shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by a third party, but this does not affect any right or remedy of a third party which exists or is available apart from under that Act.

26. NO WAIVER

No failure to exercise, nor any delay in the exercise, by either party to the Contract of any right, power, privilege or remedy under the Contract shall impair, or operate as a waiver of, such right, power, privilege or remedy.

27. WRITTEN COMMUNICATION

Applicable laws require that some of the information or communications we send to you should be in writing. When using our Site, you accept that communications with us will be mainly electronic. We will contact you by e-mail or provide you with information by posting notices on our website. For contractual purposes, you agree to these electronic means of communication and you acknowledge that all contract, notices, information and other communications that we provide to you electronically comply with any legal requirement that such communications be in writing. This clause does not affect your statutory rights.

28. NOTICES

Any notice required to be given under the Contract, or in connection with the matters contemplated by it, shall (except where specifically provided otherwise) be in writing and personally delivered, sent by pre-paid first-class post or by e-mail. We may give notice to you by email to the email address provided to us when submitting the Applicant Form, or any of the ways specified in clause 27. Such notice shall be deemed to have been given on delivery at the relevant address or, if sent by first-class pre-paid post, two business days (that is, any day which is not a Saturday, Sunday or public holiday in the place at or to which the notice is left or sent) after the date of posting, or if sent by fax, when despatched, subject to confirmation of uninterrupted transmission by a transmission report. If sent by e-mail such notice shall be deemed to have been given within 2 hours from being sent, unless a "not able to deliver" or "mail failure" notice is received by the sender.

29. TIME OF THE ESSENCE

Any time, date or period mentioned in these Terms may be extended by written agreement between us but otherwise, and except as expressly provided, as regards any time, date or period originally fixed or any time, date or period so extended, time shall be of the essence.

30. RELATIONSHIP

Nothing in these Terms shall constitute, or be deemed to constitute, a partnership between us nor, except as expressly provided, shall it constitute, or be deemed to

constitute, any party as the agent of any other party for any purpose.

31. LAW AND JURISDICTION

These Terms shall be governed by, and construed in accordance with, English law and each of us irrevocably submits to the exclusive jurisdiction of the English courts.

Schedules

Schedule 1: Marks



SOCIAL ENTERPRISE SILVER MARK
COMMITTED TO CONTINUAL IMPROVEMENT



SOCIAL ENTERPRISE GOLD MARK
ACCREDITED FOR BUSINESS EXCELLENCE



Schedule 2: Qualification Frameworks

[Aspiring Social Enterprise Mark Qualification Framework](#)

[Social Enterprise Mark Qualification Framework](#)

[Social Enterprise Silver Mark Qualification Framework](#)

[Social Enterprise Gold Mark Qualification Framework](#)

[Disability Employment Mark - equality, inclusion and diversity - Social Enterprise Mark CIC](#)

Schedule 3: Brand Guidelines

[Aspiring Social Enterprise Mark Brand Guidelines](#)

[Social Enterprise Mark Brand Guidelines](#)

Social Enterprise Silver Mark Brand Guidelines

[Social Enterprise Gold Mark Brand Guidelines](#)

Disability Employment Mark Brand Guidelines – available upon request

Schedule 4: Licence Fees

Annual Licence Fee for Aspiring Social Enterprise Mark

£165+VAT

Annual Licence Fee Schedule for Social Enterprise Mark:

ANNUAL INCOME	FEE (+ VAT)
less than £100,000	£275
£100,000 – £199,999	£385
£200,000 – £499,999	£495
£500,000 – £999,999	£605
£1,000,000 – £2,999,999	£759
£3,000,000 – £5,999,999	£836
£6,000,000 – £9,999,999	£1,650
£10,000,000 – £14,999,999	£2,420
£15,000,000 – £29,999,999	£3,630
£30,000,000 – £49,999,999	£5,500
£50,000,000 - £99,999,999	£6,600
£100,000,000 and over	£8,250

Annual Licence Fee Schedule for Social Enterprise Silver Mark:

ANNUAL INCOME	FEE (+ VAT)
less than £100,000	£944.00
£100,000 – £199,999	£1,032.00
£200,000 – £499,999	£1,120.00
£500,000 – £999,999	£1,208.00
£1,000,000 – £2,999,999	£1,328.00
£3,000,000 – £5,999,999	£1,872.00
£6,000,000 – £9,999,999	£2,528.00
£10,000,000 – £14,999,999	£3,280.00
£15,000,000 – £29,999,999	£6,380.00
£30,000,000 – £49,999,999	£8,250.00
£50,000,000 - £99,999,999	£9,900.00
£100,000,000 and over	£11,830.00

Annual Licence Fee Schedule for Social Enterprise Gold Mark:

ANNUAL INCOME	FEE (+ VAT)
less than £100,000	£2090
£100,000 – £199,999	£2,200
£200,000 – £499,999	£2,310
£500,000 – £999,999	£2,420
£1,000,000 – £2,999,999	£2,570
£3,000,000 – £5,999,999	£3,850
£6,000,000 – £9,999,999	£4,660
£10,000,000 – £14,999,999	£5,770
£15,000,000 – £29,999,999	£9,130
£30,000,000 – £49,999,999	£11,000
£50,000,000 - £99,999,999	£13,200
£100,000,000 and over	£15,400

Annual Licence Fee Schedule for Disability Employment Mark:

Tier	Turnover of business as stated in company's most recent annual accounts	DEM fee based on <u>one</u> business applicant + VAT	*20% + VAT Uplift for each additional business that DEM is applied to
0	<£150,000	£460	£90
1	£150,000 - £500,000	£590	£120
2	£500,000 - £999,999	£730	£150
4	£1,000,000 - £2,999,999	£910	£180
5	£3,000,000 - £5,999,999	£1,000	£200
6	£6,000,000 - £9,999,999	£1,980	£400
7	£10,000,000 - £15,000,000	£2,900	£580
8	£15,000,000 - £30,000,000	£4,360	£870

2023/24 FEE TIERS in euros

Aspiring Social Enterprise Mark		€ 200.00
Fee Tier	Company Turnover/Income €	Social Enterprise Mark
0	<100k	€ 300.00
1	100-200k	€ 400.00
2	200-500k	€ 600.00
3	500-999K	€ 700.00
4	1 - 2,999,999	€ 900.00
5	3-5,999,999	€ 1,000.00
6	6-9,999,999	€ 1,900.00
7	10-15m	€ 2,800.00
8	15-30m	€ 4,200.00
9	30-50m	€ 6,300.00
10	50-100m	€ 7,600.00
11	100+	€ 9,500.00