

# Equalities Award Terms and Conditions

## Supply

EqualiTeach endeavours to supply clients with the highest quality products and services as described on our website, promotional material and/or sales proposals.

Any changes in the services, products or other elements quoted for or agreed will become effective only upon written agreement of each party. The client will provide EqualiTeach in a timely manner all assistance and information which EqualiTeach may reasonably request for the performance of the services. EqualiTeach will not be liable for delays in the performance of services caused by delay or failure to provide this information to EqualiTeach.

## Registration

Clients will be registered for the Equalities Award once EqualiTeach has received a signed contract and payment from the client.

All information provided by the client must be true and accurate at the point of registration. In the event of a change of circumstances such as type of establishment, phase of education or change of contact details, the client must notify EqualiTeach by email or in writing so that our records are up to date.

Group registrations can be made on behalf of a group of schools, for example, by a Multi-Academy Trust, a Teaching School Alliance or other group. In the case of group registration, each school in the group will be provided with their own log in details and access to the audit and entitled to the benefits and discounts associated with registration.

## Payment and Cancellation

Charges for the services will be as described in the relevant quotation and amendments subsequently agreed in writing. Unless otherwise agreed between the parties in writing, invoices will be presented in advance of the service by EqualiTeach to the client.

All payments are due within 30 days from the date of invoice

Payment may be made via BACS (direct bank transfer) or cheque. Please note that EqualiTeach products and services attract VAT. This will be clearly stated on the client's invoice.

Where a payment remains outstanding, we will notify the client by telephone or email.

## Cancellation of Orders

The client has the right to cancel their order should EqualiTeach breach the Terms and Conditions of the sale.

## Termination of Contract/Award

EqualiTeach reserves the right to withdraw registration or to prevent any client from renewing their Award if the client puts the organisation into disrepute.

Where a school has achieved an Award and an issue arises within the time the Award is valid which may undermine the Award, EqualiTeach will seek to work with the school to rectify the issue. In the event that the school is not willing or able to resolve an issue, or it is of such seriousness that it will bring EqualiTeach into disrepute, EqualiTeach reserves the right to withdraw an Award from a school.

## Intellectual Property

Unless otherwise stated, all intellectual property rights for all material on the Equalities Award website, promotional materials and all other communications belong to EqualiTeach.

Material on publicly accessible sections of the Equalities Award website or emailed to clients may be shared with non-clients subject to the sharer informing the recipient that the material is owned by EqualiTeach.

## Changes to the Terms

EqualiTeach may change these Terms at any time, in which case the amended Terms will be posted on the Equalities Award our website and will apply from the date posted, with the exception of any services ordered prior to the posting of the new Terms. Terms will be shared with clients when a new order is made, however, clients are advised to check these Terms on each occasion they purchase from EqualiTeach as they will be bound by the latest Terms.

If any provisions of these Terms are determined to be illegal, invalid or otherwise unenforceable by reasons of the laws of any country, then so far as these Terms apply within that country in which those provisions are illegal, invalid or unenforceable those provisions shall be severed or deleted and the remaining provisions shall survive, remain in full force and effect and continue to be binding and enforceable.

## Warranty/Limitation of Liability

EqualiTeach shall not be liable for any indirect, consequential, special or incidental loss or damage suffered by clients or any third party, including but not limited to employee relations or loss of profits. EqualiTeach's liability to the client or any third party for a claim of any kind arising as a result of, or related to, any product or service shall be limited to monetary damages and the aggregate amount paid to EqualiTeach for the service or product which gave rise to the claim. No action, regardless of form, may be brought by a client more than one year after the events which gave rise to the cause of the action.

## Complaints

EqualiTeach takes pride in its customer service and endeavours to provide the highest quality services and products. EqualiTeach takes any complaints very seriously. Complaints about any of EqualiTeach's products or services should be made to Kate Hollinshead, Head of Operations [kate@equaliteach.co.uk](mailto:kate@equaliteach.co.uk) 01480 470 660 who will take steps to resolve the issue as quickly as possible. If the client is not satisfied with the outcome, please see the complaints procedure on the EqualiTeach website [www.equaliteach.co.uk](http://www.equaliteach.co.uk).

## Website and Audit Tool

The content of the Equalities Award website is subject to change without notice.

In registering for the Award, the client agrees to only use the website and online audit tool in a manner that complies with all applicable laws and regulations and is consistent with these Terms and does not infringe the rights of anyone else, nor restrict or inhibit their use and enjoyment of the website. EqualiTeach reserves the right to deny any user access of the online audit tool without prior notice.

The client must not post or transmit to the audit tool any material:

- That is knowingly false or misleading, defamatory, illegal, abusive, vulgar, hateful, blasphemous, discriminatory, pornographic, of a sexual nature, threatening or invasive of a person's privacy.
- Which the client does not own or for which the client has not obtained all necessary licences and/or approvals.
- Which is technologically harmful (including, without limitation, computer viruses, Trojan horses, worms, harmful components corrupted data or other malicious software or harmful data)
- Impersonating any person or entity or falsely stating or otherwise misrepresenting the client's affiliation with anyone or any entity.

EqualiTeach may remove or edit any material or posting the client makes on the audit tool at any time.

## Intellectual Property

The website contains material which is owned by or licensed to EqualiTeach. This material includes, but is not limited to, the design, format and graphics. Reproduction is prohibited other than in accordance with the following copyright notice:

EqualiTeach's copyright and other intellectual property rights are protected by UK laws. Unauthorised use of this website and audit tool may give rise to a claim for damages and/or be a criminal offence.

Only schools that successfully achieve an Equalities Award may use the Equalities Award logo and other branding material.

The client is permitted to print and download extracts from the Equalities Award website and audit tool for personal, non-commercial use, for private study or teaching purposes, provided in each case that:

- Copyright and source indications are also printed and copied
- No modifications are made to the materials and they are not used as part of any other publication
- Materials are not used in a derogatory or misleading context
- Materials are not used in a manner which may damage EqualiTeach's reputation or otherwise be harmful to the organisation.

Material on publicly accessible sections of the Equalities Award website or emailed to clients may be shared with non-clients subject to the sharer informing the recipient that the material is owned by EqualiTeach.

No other use of material may be made without first obtaining written permission from EqualiTeach. Unless written permission is obtained, the client must not

- Incorporate any material from the website and audit tool in any other work or publication, whether in hard copy or electronic form
- Make any commercial use or publication of any material on the website and audit tool

## Disclaimers

Neither EqualiTeach nor any third parties provide any warranty or guarantee as to the accuracy, timeliness, performance, completeness or suitability of the information and materials found or offered on the website for any particular purpose. The client acknowledges that such information and materials may contain inaccuracies or errors and EqualiTeach expressly excludes liability for any such inaccuracies or errors to the fullest extent permitted by law.

The client's use of the information or materials on this website is entirely at their own risk, for which EqualiTeach is not liable. It is the client's responsibility to ensure that information or documents uploaded to the audit tool are checked for sensitive

and confidential data and that, where applicable, individual's names and personal details are deleted.

EqualiTeach makes every effort to check and test material at all stages of production. EqualiTeach encourages the client to run anti-virus programmes on all materials downloaded from the internet. EqualiTeach does not accept responsibility for any loss, disruption or damage to the client's data and/or computer system which occurs whilst using material derived from the website and audit tool.

The website and audit tool may contain links to third party websites. Such links are provided for the client's convenience to provide further information. EqualiTeach is not responsible for the content nor does the inclusion of the link imply endorsement of the material on those websites or any association with their operators. Linked websites are accessed entirely at the client's own risk.

## Privacy

EqualiTeach uses, stores and processes information about clients in accordance with the Equalities Award Privacy Policy.

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