

EqualiTeach Terms and Conditions

Products and Services

Supply

EqualiTeach endeavours to supply the client with the highest quality products and services as described on our website, promotional material and/or sales proposals. If EqualiTeach is delivering onsite training or workshops, the aims, style and logistics of the training will be mutually agreed prior to the event and EqualiTeach will execute the training according to this plan.

Any changes in the services, dates, locations 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.

Payment and Cancellation

Charges for the services will be as described in the relevant quotation and amendments subsequently agreed in writing.

Invoices will be raised when deliverables are agreed by both parties. 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.

In the event of non-payment, a second invoice will be issued after two months from the original with a 5% surcharge added.

EqualiTeach reserves the right to terminate or suspend services if the client is overdue with payments at any time.

EqualiTeach reserves the right to terminate or suspend services if facilitators are subject to personal comments of a discriminatory nature during the delivery of the provision and/or their time on the client's site.

Cancellation of Bookings

More than one month prior to the original contracted training/workshop date: 100% refund

Between one month and two weeks prior to the original contracted training/workshop date: 50% refund

Less than two weeks prior to the original contracted training/workshop date: no refund/payment in full

Postponement

If it is more than one month before the training/workshop date and the client wishes to move the date, they can do so without charge. For postponement requests that are less than one month before the training/workshop date, the client will be charged any travel or accommodation costs for the original training/workshop date that are not recoverable. A postponed training/workshop less than two weeks before the training/workshop date will be liable for payment in full.

If a training/workshop date is postponed, cancellation terms will apply to the new booking date.

Strike Action

If the date that the client has booked is likely to be affected by strike action, EqualiTeach allows emergency postponement of the training/workshop at no charge if:

- EqualiTeach is informed by the client at least 48 hours prior to the training/workshop,
- The strike action is legal and endorsed by the relevant union

In the event of postponement due to strike action, EqualiTeach reserves the right to substitute the facilitator(s) and move the training/workshop to a mutually convenient date.

Severe Adverse Weather Conditions

If the date the client has booked is affected by severe adverse weather conditions, EqualiTeach will allow emergency postponement of the training/workshop at no charge if:

- EqualiTeach is informed at least 24 hours before the training/workshop is due to start
- The institution is closed or if staff turnout is expected to be less than 50%

In the event of postponement due to severe adverse weather conditions, EqualiTeach reserves the right to substitute the facilitator(s) and/or move the training/workshop to a mutually convenient date.

Termination of Services

Without affecting any other right or remedy available to it, either party may terminate this agreement with immediate effect by giving written notice to the other party if:

- The other party fails to pay an amount due under their contractual agreement on the due date for payment and remains in default not less than 7 days after being notified in writing to make such payment;
- The other party commits a material breach of any term of this agreement and (if such breach is remediable) fails to remedy that breach within a period of 5 days after being notified in writing to do so;

- The other party takes or has taken against it (other than in relation to a solvent restructuring) any step or action towards its entering bankruptcy, administration, provisional liquidation or any composition or arrangement with its creditors, applying to court for or obtaining a moratorium under Part A1 of the Insolvency Act 1986, being wound up (whether voluntarily or by order of the court), being struck off the register of companies, having a receiver appointed to any of its assets, or its entering a procedure in any jurisdiction with a similar effect to a procedure listed in this Clause.
- The other party suspends or ceases, or threatens to suspend or cease, carrying on business; or
- Without affecting any other right or remedy available to it, the client may terminate this agreement on giving not less than 1 month's written notice to EqualiTeach.

Upon termination of any services, the client shall pay EqualiTeach for all work performed up to the date of termination and EqualiTeach shall provide to the client any materials for which the client has paid. Each party shall return to the other all materials and property which has been provided to it for the purposes of the services.

Status

EqualiTeach will be an independent contractor and nothing in this agreement shall render EqualiTeach as the client's employee, worker, agent or partner and EqualiTeach shall not hold ourselves out as such.

EqualiTeach shall be fully responsible for and indemnify the client or any other company in the client's group against any liability, assessment or claim for:

- Taxation howsoever arising from or made in connection with the performance of the services, where such recovery is not prohibited by law; and
- Any employment-related claim or any claim based on worker status (including reasonable costs and expenses) brought by the client or any substitute

against EqualiTeach arising out of or in connection with the provision of services, except where such claim is as a result of any act or omission by the client.

EqualiTeach may satisfy such indemnity (in whole or in part) by way of deduction from any payment due to the client.

Data and Privacy

Please see EqualiTeach's Privacy Policy for more information about data protection.

Insurance

During this agreement and for a period of one year afterwards, EqualiTeach shall maintain in force insurance policies with reputable insurance companies, against all risks that would normally be uninsured against by a prudent businessperson in connection with the risks associated with this agreement, and produce to the client on demand full particulars of that insurance and the receipt for the then current premium. We shall retain and make available for inspection by the client or its advisors electronic copies of all such policies for at least seven years after termination of cover.

Applicable Laws

Both parties to this agreement shall comply with all applicable laws.

Confidentiality

During the period of this agreement and at all times thereafter, each party shall treat as confidential and not reproduce or disclose to any other party any information shared by the other. This includes but is not limited to; training/workshop plans; materials; physical or electronic presentations; correspondence; details of the agreement; quotations; and other material which is stated to be the confidential and/or trade secret information of the other party, or which may be reasonably

presumed to be so. The obligation of the parties not to disclose information shall not apply to information which was already in the public domain.

Proprietary Rights

Unless otherwise agreed in writing between the parties, copyright, patents and all intellectual property rights in all documentation, materials, reports and all other information developed, written and provided or produced in relation to the services lies solely with EqualiTeach immediately and unconditionally upon being developed or produced.

Audio/Video Recordings

The client is not permitted to make any recordings (audio or video) of EqualiTeach facilitators providing services without prior permission from EqualiTeach. If the client would like to make a recording for any extenuating circumstances, contact should be made with Kate Hollinshead, Head of Operations (kate@equaliteach.co.uk, 01480 470 660) in advance of the training/workshop date to discuss this. Please note that there will be an additional charge incurred for audio and/or video recordings.

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, 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.

Law and Jurisdiction

Any contract made between EqualiTeach and the client is governed by and has to be interpreted under English Law and such contract will be subject to the non-exclusive jurisdiction of the English courts.