

# **EqualiTeach Investing in the Future Fund Terms and Conditions**

## **Supply**

EqualiTeach endeavours to supply applicants to the fund 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 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.

Our Investing in the Future (IitF) programme uses income generated from our workplace training contracts to offer fully funded workshops for schools who will most benefit from our intervention.

Workshops funded by the fund are delivered in the summer term, and the quantity and topic of the workshops is dependent on the funding available and is decided on a case-by-case basis.

## **Application to the Fund**

Applicants should complete the application form on EqualiTeach's website. All information provided by applicants must be true and accurate at the point of application. In the event of a change of circumstances such as type of establishment, phase of education or change of contact details, applicants must notify EqualiTeach by email or in writing so that our records are up to date.

A panel will consider all applications and notify schools of their decision within 4 weeks of the close date for that year, prioritising successful applicants.

The panel's decision as to who is successful is final. No correspondence relating to the decisions made will be entered into.

Successful applicants will be notified and will have two weeks within which to respond before the offer may be passed on to a different school.

Group applications can be made on behalf of a group of schools, for example, by a Multi-Academy Trust, a Teaching School Alliance or other group.

As a condition of the fully funded workshop offer, schools must engage with our monitoring and evaluation and provide a testimonial following our visit. Local press may be contacted, and key contacts may wish to observe the workshops. All arrangements will be communicated with the school in advance with time allowed for any necessary permissions to be sought if required.

Priority will be given to applicants who haven't previously received support through the Investing in the Future fund.

Applicants will be deemed to have accepted these rules and to agree to be bound by them when applying to the fund.

## Cancellation of Workshops

More than one month prior to the original contracted workshop date: no charge

Less than one month prior to the original contracted workshop date: the client may incur a cancellation charge equivalent to 50% of the value of their booking.

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

Workshops are non-exchangeable, non-transferable and are not redeemable for cash.

## Postponement of Workshops

If it is more than one month before the workshop date and the client wishes to move the date, they can do so without incurring a charge. For postponement requests that are less than one month before the workshop date, the client will be charged any non-refundable travel or accommodation costs for the original workshop date. A postponed workshop less than two weeks before the workshop date may incur a postponement charge equivalent to 50% of the value of their booking. If the 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 workshop at no charge if:

- EqualiTeach is informed by the client at least 48 hours prior to the 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 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 workshop at no charge if:

- EqualiTeach is informed at least 24 hours before the 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 workshop to a mutually convenient date.

## Termination of Services

EqualiTeach reserves the right to withdraw workshops and/or prevent the applicant from applying to the fund again if the applicant is found to have provided misleading and/or disingenuous information or puts the organisation into disrepute.

## Data and Privacy

EqualiTeach shall treat any personal information the client provides as confidential. EqualiTeach will use the client's personal information only for processing orders and, if the client consents, to distribute the EqualiTeach newsletter to them and to notify them of courses, new publications and news relating to EqualiTeach which may be of interest. There are no circumstances under which this information will be passed to a third party.

## 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: workshop plans; materials; physical or electronic presentations; correspondence; details of the agreement; 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](mailto:kate@equaliteach.co.uk), 01480 470 660) in advance of the workshop date to discuss this.

## Changes to the Terms

EqualiTeach may change these Terms at any time, in which case the amended Terms will be posted on the EqualiTeach website and will apply from the date posted, with the exception of any services ordered prior to the posting of the new 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 the 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 applicants or any third party, including but not limited to employee relations or loss of profits. EqualiTeach's liability to the applicant 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 product which gave rise to the claim. No action, regardless of form, may be brought by an applicant more than more 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 Policy on the EqualiTeach website [www.equaliteach.co.uk](http://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.