

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. Unless otherwise agreed between the parties in writing, invoices will be presented on completion 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.

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.

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: 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

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.

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; 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.

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.