

## **Services Agreement**

This Services Agreement ("Agreement") sets out the terms and conditions under which **Equality and Diversity UK Ltd (EDUK)** agrees to provide training, consultancy and related services to the **Client**.

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### **1. Definitions**

"**EDUK**" – Equality and Diversity UK Ltd.

"**Client**" – The organisation purchasing services from EDUK.

"**Services**" – All training, consultancy, coaching, audits, materials and support provided by EDUK.

"**Training Date**" – The agreed date(s) on which EDUK will deliver training.

"**Fees**" – All charges outlined in this Agreement.

"**Personal Data**" – Any information relating to an identifiable individual processed by EDUK.

"**Materials**" – All documents, resources, training content and intellectual property created or supplied by EDUK.

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### **2. Scope of Services**

EDUK provides tailored equality, diversity and inclusion (EDI) services, including but not limited to:

- EDI training and development
- Needs analysis, benchmarking and auditing
- Policy development and implementation
- Impact assessments and action planning
- Consultancy, coaching and organisational support
- Design and production of training materials

All Services are customised to meet the Client's organisational needs and delivered in line with current national frameworks and sector standards.

### 3. Training Fees

#### 3.1 Standard Training (Face-to-Face or Online)

Session Type	Fee
Full Day (10 am – 3.30 pm)	£895
Half Day (2.5 hours)	£595

#### 3.2 Combined Courses

Course	Fee
EDI + Unconscious Bias (3 hours)	£695
Two 3-hour sessions in one day	£995

#### 3.3 Mental Health First Aid (MHFA)

Course	Fee
Full Day	£1295
Half Day	£795
MHFA Packs	Staff £15.50, Managers £18

*Half-day rates are not available for face-to-face sessions requiring more than 1 hour of travel.*

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### 4. Evening, Weekend & Overseas Rates

Session Type	Fee
Evening/Weekend Full Day	£995
Evening/Weekend Half Day	£695
Overseas Full Day	£995

*Half-day rates are not available for overseas delivery.*

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## 5. Additional Charges

### 5.1 Travel & Subsistence

The Client agrees to cover all reasonable travel and subsistence costs, including:

- Standard rail fare
- Taxi transfers (home ↔ station ↔ venue ↔ hotel)
- Mileage at **55p per mile**

### 5.2 Extended Travel Time

Where the trainer's journey exceeds **2.5 hours each way**, the training rate will be:

- **£1490** (equivalent to a full day plus a half day)

### 5.3 Overnight Accommodation

Where required, the Client agrees to cover:

- Hotel accommodation
- £30 subsistence charge

**Extended Travel Time Rate** will apply

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## 6. Delegate Numbers

### 6.1 Online Training (Zoom/Teams)

- Recommended maximum: **10 delegates**
- Absolute maximum: **15 delegates**

### 6.2 Face-to-Face Training

- Recommended maximum: **20 delegates**
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## 7. Cancellation & Postponement

### 7.1 Cancellation by the Client

The following charges apply when the Client cancels a confirmed booking:

Notice Period	Fee Payable
More than 4 weeks	No charge
3-4 weeks	25% of the fee
2-3 weeks	50% of the fee
1-2 weeks	75% of the fee
Less than 1 week	100% of the fee

If the Client cancels or postpones the booking, the Client must reimburse any **travel or subsistence costs already incurred** by EDUK.

### 7.2 Postponements

- A postponed date must be agreed within **10 working days** of the postponement notice.
- The new Training Date must fall within **4 months** of the original date.
- If the Client postpones more than **two times**, EDUK reserves the right to treat the postponement as a cancellation.

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## 8. Invoicing & Payment

- Open Courses and E-learning: **Invoiced and payable in advance.**
- In-house Courses (face-to-face or online):
  - **Invoiced after delivery.**
  - Payment must be received **within 30 days** of the invoice date.
  - Payments not received within 30 days incur a **10% Late Payment Charge.**
  - EDUK reserves the right to apply statutory interest under the Late Payment of Commercial Debts (Interest) Act 1998.

## 9. VAT

EDUK is **VAT-exempt.**

## 10. Materials & Printing

EDUK provides all course materials in digital format. The Client is responsible for printing or distributing materials to delegates.

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## 11. Certificates

- Certificates are issued only when delegates complete the **post-course feedback form**, which evidences learning.
  - A Confirmation of Attendance can be provided for delegates who do not complete the form.
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## 12. Consultancy & Support Services

EDUK provides a range of consultancy services, including:

- General EDI consultancy
- Policy development
- Research and publication support
- Organisational audits
- Coaching and mentoring
- Diversity strategy development
- Community and staff engagement
- Exit interviews
- Interview support

### 12.1 Consultancy Fees

Service	Half Day	Full Day
Desk work / review / writing	£495	£695
Consultancy meetings (Zoom)	£595	£895
On-site consultancy	N/A	£895 + travel

## **13. Data Protection & GDPR**

### **13.1 Compliance**

EDUK processes all Personal Data in accordance with the **UK GDPR** and the **Data Protection Act 2018**.

### **13.2 Lawful Basis**

Personal Data is processed under the lawful basis of **legitimate interests** and/or **contractual necessity**.

### **13.3 Purpose of Processing**

Personal Data may be processed for:

- Managing bookings and delivering Services
- Providing certificates and attendance records
- Conducting audits, surveys and evaluations
- Communicating with delegates and Client representatives

### **13.4 Data Sharing**

EDUK does not share Personal Data with third parties unless:

- Required by law, or
- Necessary for delivering the Services (e.g., secure survey platforms)

### **13.5 Data Retention**

Personal Data is retained only for as long as necessary to fulfil the purposes above, after which it is securely deleted.

### **13.6 Data Security**

EDUK uses appropriate technical and organisational measures to protect Personal Data from loss, misuse or unauthorised access.

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## 14. Intellectual Property

- All Materials created or supplied by EDUK remain the **intellectual property of EDUK**.
  - The Client receives a **non-exclusive, non-transferable licence** to use the Materials internally for training and development.
  - The Client may **not copy, modify, distribute or share** Materials outside their organisation without written permission from EDUK.
  - Recording of training sessions is **not permitted** unless agreed in writing.
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## 15. Service-Level Expectations (SLEs)

EDUK will:

- Deliver Services with reasonable skill, care and professionalism.
- Provide trainers and consultants with appropriate expertise.
- Communicate promptly regarding scheduling, materials and requirements.
- Provide digital materials at least **3 working days** before the Training Date.
- Respond to Client enquiries within **3 working days**.

The Client will:

- Provide accurate information required for delivery.
  - Supply venue, equipment and delegate lists as needed.
  - Ensure delegates attend on time and participate appropriately.
  - Print or distribute materials to delegates.
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## 16. Limitation of Liability

EDUK shall not be liable for indirect, consequential or financial losses arising from the delivery of Services. EDUK's total liability shall not exceed the total Fees paid by the Client for the Services in question.

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## **17. Governing Law**

This Agreement is governed by the laws of **England and Wales**.

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### **Contact Information**

#### **Equality and Diversity UK Ltd**

Warwick House, 14 Lowes Road, Bury, Manchester BL9 6PJ

Telephone: 0161 763 4783

Mobile: 0754 012 3564

Email: [info@equalityanddiversity.co.uk](mailto:info@equalityanddiversity.co.uk)

Website: [www.equalityanddiversity.co.uk](http://www.equalityanddiversity.co.uk)