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Equality Act Audits Terms and Conditions

Equality Act Audits assist schools in identifying their most pressing accessibility issues across all areas covered by regulation and make clear recommendations on how to resolve these in a reasonable and cost-effective manner.

Application and entire agreement

1. These Terms and Conditions apply to the provision of the services detailed in our quotation (**Services** or **School Accessibility Plan**) by (**We** or **Equality Act Audits**) to the business buying the services (**You**).
2. You have accepted these Terms and Conditions by accepting the quotation.

Services

1. We warrant that we will use care, skill and expertise in our performance of the Services which will comply with the quotation.
2. We will use our reasonable endeavours to complete the performance of the Services and provide you with your Accessibility Plan within 7 working days from the site visit. However, also note that time shall not be of the essence in the completion of the School Accessibility Plan.
3. These Terms and Conditions apply to the supply of these Services as well as any additional consultancy work.
4. Opinions and information provided in the School Accessibility Plan are on the basis of Equality Act Audits using due skill, care and diligence in the preparation of the same and no warranty is provided as to their accuracy.
5. Any recommendations made by us are provided to assist compliance with your obligations under the Equality Act and to prevent any possible law case being brought against your school because of discrimination. It is up to you whether you implement our recommendations and we cannot be held responsible if you do not.

Your Obligations

1. You must obtain any permissions, consents, or otherwise that we need and must give us with access to any and all relevant information, materials, properties and any other matters which we need to provide the Service.
 2. You must provide us with the completed Pre-Audit Questionnaire prior to our visit to your school. Under special circumstances you can provide us with this after our visit, but please note that this will mean a delay in the delivery of the completed School Accessibility Plan.
 3. If the Pre-Audit Questionnaire is not received within 5 working days of the date of the Access Audit, the report will be written to the best of our ability without the additional information we require from you. Any alterations or additions requested after this date will incur a **£90 +VAT** charge.
 4. The report will be based on our site visit, a review of all published information, and the information provided in the Pre-Audit Questionnaire. If any revisions are required to account for any new information provided
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after the Pre-Audit Questionnaire deadline, including additional information to correct what has already been provided, then the charge of **£95 +VAT** still stands.

Fees and Payment

1. The fees for the Services are provided in the quotation and are on a time basis.
2. We will invoice you for the payment of fees when we have sent you the completed Accessibility Plan.
3. Payment is due on presentation of the invoice.
4. Receipts for payment will be issued to you only at your request.

Intellectual property and Copyright

1. We reserve all copyright and other intellectual property rights which may subsist in connection with the provision of the Services.
2. The School Accessibility Plan may be put on your school's website. However, it cannot be copied or reproduced by any means without prior written permission from Equality Act Audits. It is a confidential report and has been prepared for your exclusive use. Unless otherwise agreed in writing by Equality Act Audits, no other party may use, make use of or rely on the contents of the School Accessibility Plan.
3. No liability is accepted by Equality Act Audits for any use of this report, other than for the purposes for which it was originally prepared and provided.

Data Protection

1. When supplying the services to you, we gain access to and/or acquire the ability to transfer, store or process data of the employees of the customer, as well as details of the school.
2. We will only process data to the extent that is reasonably required to enable us to supply you with the services.
3. We will implement and maintain security measures as are required to protect personal data processed by us of you.
4. Further information about Equality Act Audits' approach to data protection are specified in our Privacy Policy, which can be found on our website www.schoolaccessaudits.com

Further relevant information:

The Access Audit addresses and recognises the requirements of the Equality Act 2010 (Disability Discrimination Act (DDA) 1995 and 2005). The report includes recommendations for required remedial actions and ongoing monitoring and control measures. Guidance is also referred to such as BS8300: 2009 - Design of Buildings and Their Approach to Meet the Needs of Disabled People - Code of Practice; along with other applicable sources where appropriate.

The content the **School Accessibility Plan** is based on the information and access provided to the consultant at the time of this audit. Any recommendations or advice in this report is based upon evidence seen. Whilst every care is taken to interpret current Acts, Regulations and Approved Codes of Practices, these can only be authoritatively interpreted by Courts of Law. Undergoing of the recommendations in the report could assist in meeting the requirements of the Equality act 2010/ Disability Discrimination Act but does not guarantee it. Nor does compliance with this report remove any liability on the part of the client or give protection against legal proceedings.