



**Equality Focus**

Equality & Diversity for Your Organisation

## **Terms of Agreement (Client)**

1.1 These Terms constitute the contract between Equality Focus and the Client for the supply of the Support Worker's Services by Equality Focus Ltd to the Client.

1.2 No variation or alteration to these Terms shall be valid unless the details of such variation are agreed between Equality Focus and the Client and are set out in writing and a copy of the varied terms is given to the Client stating the date on or after which such varied terms shall apply.

## **2. The Services**

2.1 As far as reasonably practicable, Equality Focus shall agree with the Client the times and dates on which Equality Focus will provide a Support Worker to supply the Services during the Assignment Term.

2.2 Should the Client for whatever reason subsequently not require the Services at any time that may have been agreed, the Client agrees to notify Equality Focus and/or the Support Worker at least 24 hours prior to the time that the Support Worker is due to provide the Services for the Client.

2.3 In the event that such notice referred to at clause 2.2 is not given or if the Services are no longer required on a particular occasion (e.g. cancellation of lecture) and the Support Worker and/or Equality Focus has not received the required 24 hours notice, the Client agrees that Equality Focus will still be entitled to claim funding equivalent to previously booked session duration of the Support Worker's time.

### **3. CHARGES**

3.1 Equality Focus and the Client acknowledge and agree that Equality Focus' charges shall be funded via the Client's Disabled Student's Allowance (or equivalent) by Student Finance (or equivalent), or by the Client's University or workplace.

3.2 Equality Focus' charges include: the hourly rate to the Support Worker, Equality Focus' administration charge related to advertising, recruiting, training, organising, checking, insuring and paying the Support Worker.

3.3 The Client agrees to take such steps as are reasonably practicable (including but not limited to compliance with clause 5) in order to ensure that Equality Focus receives payment for the Services during the Assignment Term.

3.4 For the avoidance of doubt, the parties agree that Equality Focus is still entitled to payment of the arranged session duration via the Client's Disabled Student's Allowance (or equivalent) by Student Finance (or equivalent), or by the Client's University or workplace for the Support Worker's Services in the event that the Client fails to provide the required notification of cancellation of the Services in accordance with clause 2.3.

### **4. Information to be provided**

4.1 When putting forward a Support Worker to the Client to fulfil a requirement for Services, Equality Focus shall inform the Client of the identity of the Support Worker; ensure that the Support Worker has the necessary or required experience, training, qualifications and any authorisation required by law or a professional body to provide the Services; and that the Support Worker is willing to provide Services to the Client during the Assignment Term.

4.2 The Client undertakes to notify Equality Focus of any health and safety issues of which he/she is aware that may affect the Support Worker.

## **5. TIME SHEETS**

5.1 At the end of each Session during an Assignment Term the Client shall sign Equality Focus' time sheet and learning plan verifying the number of hours worked by the Support Worker during that Session.

5.2 Signature of the time sheet by the Client is confirmation of the number of hours worked. If the Client is unable to sign a time sheet produced for authentication by the Support Worker because the Client disputes the hours claimed, the Client shall inform Equality Focus as soon as is reasonably practicable and shall co-operate fully and in a timely fashion with Equality Focus to enable Equality Focus to establish what hours, if any, were worked by the Support Worker. Failure to sign the time sheet does not affect Equality Focus' entitlement to recover payment for the hours worked by the Support Worker.

5.3 The Client shall not be entitled to decline to sign a timesheet on the basis that he/she is dissatisfied with the Services performed by the Support Worker. In cases of unsuitable work the Client should apply the provisions of clause 7.1 below.

## **6. LIABILITY**

6.1 Whilst every effort is made by Equality Focus to give satisfaction to the Client by ensuring reasonable standards of skills, integrity and reliability from Support Workers and further to provide them in accordance with the Client's referral details, Equality Focus is not liable for any loss, expense, damage, delay, death or personal injury arising from any failure to provide any Support Worker for all or part of the period of booking or from the negligence, dishonesty, misconduct or lack of skill of the Support Worker or for any other reason, except that, for the avoidance of doubt, Equality Focus does not exclude liability for death or personal injury arising from its own negligence.

6.2 The Client shall be responsible for any loss, damage or injury caused to Equality Focus or the Support Worker as a result of any breach of these Terms by the Client.

## **7. TERMINATION**

7.1 If the Client reasonably considers that the Services of the Support Worker are unsatisfactory, the Client may terminate the Services either by instructing the Support Worker to leave the Session immediately, or by directing Equality Focus to remove the Support Worker. The Client agrees to confirm any termination of the Services to Equality Focus.

7.2 The Client may terminate the provision of the Services by a Support Worker at any time by giving 24 hours' notice to Equality Focus. Equality Focus may terminate the provision of Services by a Support Worker to the Client at any time without prior notice, with immediate effect and without liability by providing notice to the Client.

7.3 The Client shall notify Equality Focus immediately and without delay and in any event within 24 hours if the Support Worker fails to attend work.

7.4 Equality Focus shall notify the Client immediately if it receives or otherwise obtains information which gives it reasonable grounds to believe that a Support Worker supplied to the Client is unsuitable to provide the Services.

7.5 Equality Focus may terminate the provision of services to the Client with immediate effect if it receives information from the Support Worker whereby they feel / have been threatened – either verbally or physically by the Client. Physical or verbal aggression directed towards Support Workers will not be tolerated and the relevant authorities will be informed for further action in such cases.