

SEQF Kite Mark

Terms and Conditions of Use

Assessment general terms and conditions

1. Introduction

1.1 Our mission is to promote high standards and improve the quality of Supported Employment provision in the UK so as to offer assurance to commissioners and customers, both employers and jobseekers. To this end, we license the SEQF logo and Quality Mark, as defined below, for use as a quality mark by eligible organisations, in order to assure the public that the organisation has undergone a review and achieved a successful result through an independent quality assurance process.

1.2 The SEQF logo and Quality Mark are trademarks registered in the UK. This document sets out the terms and conditions under which the British Association for Supported Employment licenses its trademarks for use by eligible organisations as the SEQF Quality Mark.

1.3 The SEQF Quality Mark can only be used by provider organisations following a positive review, under licence and according to the criteria listed in the terms and conditions below. These terms and conditions form an agreement between each eligible organisation and BASE, entered into in consideration of BASE granting the licence and the eligible organisation undertaking to comply with these terms and conditions. In any event you will be bound by all the obligations applicable to an eligible organisation under these terms and conditions if you make any use of the SEQF Quality Mark.

2. Definitions

The following words shall have the following meanings:

2.1 'BASE' means The British Association for Supported Employment and includes its trading company, Inclusive Trading Community Interest Company.

2.2 'Organisation' means the organisation to be assessed.

2.3 'Fees' means the fees referred to in Schedule 1.

2.4 'Final Report' means the report issued pursuant to Clause 4 of the Assessment Process document.

2.5 'Lead Assessor' means an Assessor appointed by BASE to lead the assessment.

2.6 'Organisation' means the service, agency or organisation seeking SEQF accreditation.

2.7 'Parties' means BASE and the Organisation.

2.8 'SEQF' means BASE's Supported Employment Quality Framework, including all the levels of award.

2.9 'SEQF Quality Mark' means BASE's badge of achievement issued to organisations upon achieving certain standards pursuant to an assessment process as set out in the Guide for Applicants.

2.10 'Assessor' means an assessor appointed by BASE to assess the organisation pursuant to an Assessment.

2.11 'Process' means the Assessment process as set out herein and in the Guide for Applicants.

2.12 'Reports' means all reports, documentation, presentations or documents in whatever form that BASE or the assessor shall or may create or deliver as part of the assessment.

2.13 'Assessment' means the assessment conducted by the assessor to assess whether the organisation meets the Supported Employment Quality Framework standards.

2.14 'Sterling' means the lawful currency of the United Kingdom.

3. The Organisation's obligations

In addition to any other obligation, the Organisation will:

- 3.1 pay the cost of the assessment in accordance with any agreement made with BASE. BASE may not issue the SEQF Quality Mark until it is satisfied that such invoices have been paid or do not need to be paid.
- 3.2 comply with any relevant written guidance, documents or rules, as amended from time to time, governing the use of the SEQF Quality Mark and other BASE materials including in particular the provisions of the Assessment Process document, these Terms and Conditions, the Guide for Applicants and any licence granted pursuant to the Terms and Conditions;
- 3.3 pay BASE for any additional reasonable costs and expenses incurred as a result of the Organisation's inappropriate instructions, or failure to provide instructions, or failure to comply with any of the provisions of these Terms of Use;

4. Fees, payment and cancellation

- 4.1 Payment of the fees for the assessment shall be made in accordance with Schedule 1.
- 4.2 If the Organisation postpones or cancels an assessment or part of it, BASE reserves the right to levy a charge equal to the cost of the service so far carried out and/or in respect of any loss BASE has or will suffer, as indicated (non exhaustively) in Schedule 2.
- 4.3 In the event of cancellation of an assessment by BASE, a refund will be made to the organisation in accordance with Schedule 2.

5. Terms of Use of the Supported Employment Quality Framework Mark

- 5.1 Upon the lead assessor's final report recommending that the organisation be awarded the SEQF Quality Mark, BASE may approve the organisation's right to use the SEQF Quality Mark at the appropriate level as described in Clause 7.1 of the Assessment Process. In the event of an approval BASE shall grant to the organisation a non-exclusive licence for a period of 3 years from the date of approval to use the SEQF Quality Mark in all print and electronic media, signs, buildings, vehicles and other such medium that may be beneficial to the organisation in promoting itself. For the avoidance of doubt reproduction of the SEQF Quality Mark, attached as Schedule 3 (or as notified to the organisation from time to time), must take place in full. Partial reproduction may only take place with BASE's prior written consent. Further details of the terms of use can be discussed upon request.
- 5.2 The organisation shall be entitled to use the SEQF Quality Mark for a period of 3 years from the date of award so long as it meets the following conditions:
- 5.2.1 the organisation must submit an up to date self-assessment and Improvement Action Plan to BASE on the first and second anniversary of the award of the SEQF Quality Mark.
- 5.3 The Lead Assessor shall consider the updated self-assessment and Improvement Action Plan and shall, within 14 calendar days (2 weeks) of receipt, inform the organisation of any comments he/she may have in relation thereto.
- 5.4 The organisation will have up to 14 calendar days (2 weeks) from the receipt of assessor comments to respond to any queries raised.
- 5.5 The Lead Assessor will then either:
- 5.5.1 recommend that the organisation should continue to be awarded the SEQF Quality Mark at the appropriate level; or
 - 5.5.2 recommend that the organisation should not continue to be awarded the SEQF Quality Mark until improvement actions have been satisfactorily undertaken or complied with.

6. Copyright

Reproduction or provision to a third party of any material or articles in respect of which BASE is the legal and/or beneficial owner or licensee including in particular commercial entities, in whole or in part whether for the reproduction, distribution, sale or otherwise howsoever, is strictly prohibited. No copyright work which the organisation has been licensed to reproduce may be sold, sub-licensed or given away to any third party whether or not for gain. Sub licensing of any copyright work is strictly prohibited. The organisation shall not assert any claim as proprietor, author or owner nor seek to profit from any use and any money or other benefit received as a result of use of any copyright work, shall, unless agreed otherwise, be held on trust for BASE.

7. Confidential Information

7.1 Each party ('Receiving Party') shall keep the confidential information of the other party ('Supplying Party') confidential and secret, whether disclosed to or received by the receiving party. The receiving party shall only use the confidential information of the supplying party for the purpose and for performing the receiving party's obligations under these terms and conditions.

7.2 Where the receiving party is under a compulsion of law, or by agreement to reveal confidential information from the supplying party, the receiving party shall notify the supplying party of release, unless specifically prohibited from doing so by order of law.

7.3 This Clause 7 shall survive termination for a period of 2 years.

8. Warranties, liability and indemnities

8.1 BASE will use reasonable care and skill in ensuring that the assessment is carried out and to a standard which conforms to generally accepted industry standards and practices in the UK.

8.2 BASE expressly does not warrant that any result or objective whether stated in these Terms and Conditions or not shall be achieved, be achievable or be attained at all or by a given completion date or any other date.

8.3 Except in the case of death or personal injury caused by BASE's negligence, BASE and assessor liability, whether in contract, tort, negligence, breach of statutory duty or as a result of any act or omission of BASE or of an assessor, shall not exceed the fee paid to BASE.

8.4 BASE and its assessor shall not be liable to the organisation in contract, tort, negligence, breach of statutory duty or otherwise for any loss, damage, costs or expenses of any nature whatsoever incurred or suffered by the organisation of an indirect or consequential nature including without limitation any economic loss or other loss of turnover, profits, business or goodwill whether as a result of an act or omission by BASE or an assessor.

8.5 The organisation shall indemnify and hold harmless BASE from and against all claims, loss, damage, liability, injury to BASE, including its officers and employees or agents and third parties, infringement of third party intellectual property, or third party losses arising in consequence of any breach of these Terms and Conditions and associated documents by the organisation or arising out of any information supplied to the organisation by BASE, its officers, employees or agents, or supplied to BASE by the organisation.

8.6 The organisation is responsible for ensuring it has appropriate insurance in place to cover the work of an assessor when at the organisation's premises or anywhere under its control and will produce a copy of any policy, schedule and other documents if requested.

9. Termination

9.1 BASE shall have the right (in addition to any other rights which it has at law) to terminate the agreement (and any licence granted to use the SEQF Quality Mark pursuant to these Terms and Conditions) immediately:

- 9.1.1 if the organisation is in breach by an obligation and, where the breach is capable of remedy, the breach has not been remedied within 14 days of the organisation receiving notice from BASE specifying the breach and requiring the breach to be remedied; or
- 9.1.2 if the organisation commits any fundamental breach of these Terms and Conditions and associated documents or breaches any terms of them which are not capable of being remedied; or
- 9.1.3 if the organisation fails to inform BASE of any subsequent significant failure to meet any of the indicators in the SEQF standards for the period that the SEQF Quality Mark award is valid; or
- 9.1.4 if an order is made or a resolution is passed for the winding up of the organisation (other than voluntarily for the purpose of solvent amalgamation or re-construction), or if an administrator, administrative receiver or receiver is appointed in respect of the whole or any part of the organisation's assets or business, or if the organisation makes any composition with its creditors or takes or suffers any similar or analogous action in consequence of debt, or if an order, appointment, or composition or similar or analogous action is made in a jurisdiction other than England and Wales which has a similar effect.

9.2 At the date of termination any license granted shall immediately cease to be valid and the organisation shall destroy the certificate and any associated materials bearing any representation or reference to the SEQF Quality Mark.

10. Assignment

BASE may delegate, sub-contract, mortgage, assign and/or transfer all its rights and obligations to any person.

11. Entire agreement and understanding

These Terms and Conditions, the Assessment Process document and other associated documents contain the whole agreement between the parties in respect of subject matter of agreement and supersede and replace any prior written or oral agreements, representations or understandings between them relating to such subject matter. The organisation confirms that it has not entered into this agreement on the basis of any representation that is not expressly incorporated into these Terms and Conditions or associated documents.

12. Severance

If any provision of these Terms and Conditions or associated documents are prohibited by law or judged by a court to be unlawful, void or unenforceable, the provision shall, to the extent required, be severed and rendered ineffective as far as possible without modifying the remaining provisions, and shall not in any way affect any other circumstances of or the validity or enforcement of these Terms and Conditions. All of the provisions of the remainder of the terms and associated documents which are capable of having effect after termination shall survive and remain in full force.

13. Interpretation

In these Terms and Conditions and associated documents unless the context otherwise requires words importing the singular number include the plural number and vice versa; words importing persons include firms, companies and corporations and vice versa; any obligation on any party not to do or omit to do anything is to include an obligation not to allow that thing to be done or omitted to be done; the headings to the clauses, schedules and paragraphs of these Terms and Conditions and associated documents are not to affect the interpretation; any reference to an enactment includes reference to that enactment as amended or replaced from time to time and to any subordinate legislation or byelaw made under that

enactment; where the word 'including' is used, it shall be understood as meaning 'including without limitation'.

14. Law and jurisdiction

The validity, construction and performance of these Terms and Conditions shall be governed by English law and shall be subject to the exclusive jurisdiction of the English courts to which the parties submit.

15. Third parties

For the purposes of the Contracts (Rights of Third Parties) Act 1999 and notwithstanding any other provision of these Terms and Conditions and associated documents they are not intended to, and do not, give any person who is not a party to them any right to enforce any of its provisions, save that assessors may enforce relevant provisions.

Schedule 1

Fees

1. The fee payable to BASE for SEQF assessment as at the time of provision of these Terms and Conditions shall be the applicable sum of £3,000+vat payable in Sterling.
2. The fee payable for re-assessment during the 3-year SEQF term will normally be £1,000+vat but this is subject to individual circumstances and agreement between BASE and the organisation.
3. BASE shall render an invoice through its trading company, Inclusive Trading CIC, upon acceptance of these Terms and Conditions which shall become payable upon receipt.
4. The fees for the SEQF Quality Mark are exclusive of VAT, however, VAT and/or any other taxes applicable will be added to the invoice issued to you.
5. The fee is inclusive of any assessor expenses.
6. If the organisation fails to make any payment on the due date then without prejudice to any of BASE's other rights BASE may suspend or cancel work or delivery of any assessment or other material due to the organisation and shall not be obliged to comply with any of its obligations under these Terms and Conditions until full payment is made. For the avoidance of doubt, late or non-payment of any sum shall constitute a material and fundamental breach of these Terms and Conditions.
7. Payment of any other sum and VAT, where applicable, shall be due as set out in these Terms and Conditions or as otherwise agreed in writing between the parties but in the absence of such variation, shall be due no later than 30 days after the invoice date. For the avoidance of doubt, an email indicating that an invoice was sent to the organisation shall serve as conclusive proof that it was received.
8. The organisation may not withhold payment of any amount due to BASE by reason of any right of set off or counter claim which the organisation may have or alleges to have for any reason whatsoever.
9. Time for payment shall always be of the essence.
10. BASE reserves the right to amend the fee rates by giving prior notice to the organisation.

Schedule 2

Costs of cancellation and postponement

1. In the event of cancellation or postponement by the organisation of the assessment after accepting these Terms and Conditions but prior to the Desktop review stage, the following fees will remain due and will be payable in Sterling:
 - 14 calendar days or more prior to desktop review stage 100% of the BASE administration fee (currently £300)
 - 3 - 14 calendar days prior to desktop review stage 40% of the fee for the assessment
 - Less than 3 calendar days prior to desktop review stage 50% of the fee for the assessment
2. In the event of cancellation or postponement by the organisation after the Desktop review stage but prior to the site visit taking place or termination of the assessment at desktop stage by BASE if the organisation is not ready for the site visit, the following fees will remain due and will be payable in Sterling:
 - 14 calendar days prior to the site visit stage 60% of the fee for the assessment
 - 3 - 14 calendar days prior to the site visit stage 70% of the fee for the assessment
 - Less than 3 calendar days prior to the site visit stage 80% of the fee for the assessment
3. In the event of the failure of the organisation to complete the improvement actions post the site visit, within the agreed period, there will be no refund of any fees paid by the organisation and all sums due shall remain payable.
4. In the event of BASE cancelling an assessment (where the organisation is not in breach of any obligations hereunder or under any ancillary agreement or licence) the organisation shall be entitled to a refund of all fees paid to BASE in respect of the assessment.
5. The organisation agrees that all amounts referred to in these Terms and Conditions represent a reasonable pre estimation of BASE loss.

Assessment Process

This document contains provisions in relation to the Assessment Process and should be read in conjunction with the General Terms and Conditions.

1. Assessment

1.1 BASE agrees to arrange an assessment of the organisation and shall, where appropriate, award the organisation the SEQF Quality Mark subject always to the provisions of the applicable Terms and Conditions and any licence granted pursuant to them.

1.2 BASE undertakes to provide personnel who are suitably qualified under generally accepted industry standards in the UK, and to instruct an assessor to perform the services hereunder.

1.3 The assessment will involve a two-stage process:

1.3.1 a desktop review of documents as requested in accordance with the criteria set out in desktop review list as notified to the organisation.

1.3.2 a site visit at time(s) to be agreed.

1.4 Both stages will involve an assessment against predetermined criteria followed by the production by the Lead Assessor of a Final Report(s) in order to determine whether the organisation meets the required standards.

1.5 A site visit will only be conducted once the Lead Assessor is satisfied that the organisation has been successful at the desktop review stage.

1.6 The organisation acknowledges and agrees that for an assessment to take place it shall:

1.6.1 submit a completed SEQF self-assessment document

1.6.2 pay the agreed fee(s);

1.6.3 co-operate with BASE and the assessor as is required;

1.6.4 provide to BASE and the assessor such information and documentation as is reasonably required by the times agreed;

1.6.5 make available to the assessor the facilities, resources, working space and staff as has been agreed and/or as BASE and the assessor reasonably require to conduct the assessment; and

1.6.6 instruct the organisation's staff and agents to co-operate and assist BASE and the assessor.

2. Desktop Review

2.1 In the event that the organisation fails to provide the documents or other information by the time(s) specified by the Lead Assessor, BASE may terminate the assessment in accordance with the applicable Terms and Conditions.

2.2 In the event that the Lead Assessor deems that the organisation has been unsuccessful at the desktop review stage, BASE may terminate the assessment in accordance with the applicable Terms and Conditions.

3. Site Visit

3.1 The organisation and the assessor shall endeavour to agree the time and place for performance of the site visit, taking account of the availability of the organisation's staff and the assessment team.

3.2 BASE and the Lead Assessor shall use reasonable endeavours to ensure the assessment is completed by any agreed timescale and to meet such other dates as are agreed. Time shall not be of the essence for

any times for when the assessment is to be performed, whether given or agreed to by BASE, or for the length of time that the assessment is to take, whether specified in writing or otherwise.

4. Full Report

4.1 Within 14 calendar days (2 weeks) from the date of the site visit, the Lead Assessor will produce a draft Full Report setting out his/her findings, a copy of which will be provided to BASE for moderation.

4.2 Within 14 calendar days (2 weeks) of receipt of the draft Full Report, BASE will undertake a quality control/moderation review of the draft Full Report to ensure that there has been no material departure from the published assessment criteria and that the Full Report contains no serious errors or irregularities. The Lead Assessor with appropriate guidance and feedback from BASE shall amend and finalise his/her draft Full Report.

4.3 Following BASE's moderation, the assessor sends the draft Full Report to the organisation. Within 14 calendar days (2 weeks) of receipt of the draft Full Report the organisation may inform the Lead Assessor in writing of any observations in relation to factual errors or omissions only. The Lead Assessor shall, at his/her discretion amend and finalise his/her draft Full Report. The final Full Report shall:

4.3.1 recommend that the organisation be awarded the SEQF Quality Mark at the appropriate level; or

4.3.2 recommend that the organisation should not be awarded the SEQF Quality Mark until improvement actions have been satisfactorily undertaken or complied with.

4.4 The assessment team signs the final Full Report and sends it to the organisation. A representative of the organisation counter signs the final Full Report and submits it to BASE.

5. Improvement Actions

5.1 The Lead Assessor shall notify the organisation of areas where improvement actions are required by the conclusion of the site assessment.

5.2 In addition, the Lead Assessor shall, in his/her Full Report, identify any areas or instances where there was no or insufficient evidence demonstrating that an indicator (or indicators) were fully met and shall set out the areas where improvement actions are or were required.

5.3 The organisation will have up to 14 calendar days (2 weeks) from the conclusion of the site visit to send an Improvement Action Plan to the Lead Assessor, setting out the steps it intends to take.

5.4 The Lead Assessor shall consider the Improvement Action Plan and shall, within 14 calendar days (2 weeks) of receipt, inform the organisation of any comments he/she may have in relation thereto.

5.5 The organisation will have up to 8 weeks from the date of the Lead Assessor's response to its Improvement Action Plan to carry out the improvement actions. The organisation must submit evidence to the Lead Assessor which demonstrates to the Lead Assessor's satisfaction that improvement actions have been undertaken.

5.6 Failure to submit evidence that the Improvement Action Plan has been completed within the requisite time frame will result in the assessment process being terminated.

6. Improvement Action Report

6.1 Within 14 calendar days (2 weeks) from the deadline for the completion of improvement actions, the Lead Assessor will produce a draft Improvement Action Report setting out his/her findings, a copy of which will be provided to BASE for moderation.

6.2 Within 14 calendar days (2 weeks) of receipt of the draft Improvement Action Report, BASE will undertake a quality control/moderation review of the draft Improvement Action Report to ensure that there has been no material departure from the published assessment criteria and that the Improvement Action Report contains no serious errors or irregularities. The Lead Assessor with appropriate guidance and feedback from BASE shall amend and finalise his/her draft Improvement Action Report. The final Improvement Action Report shall:

6.2.1 Recommend that the organisation be awarded the SEQF Quality Mark; or

6.2.2 Recommend that the organisation should not be awarded the SEQF Quality Mark.

6.3 The assessment team signs the final Improvement Action Report and sends it to the organisation. A representative of the organisation counter signs the final Improvement Action Report and submits it to BASE.

7. Award

7.1 The level of the SEQF Quality Mark awarded by BASE, as the inspection body, indicates that the organisation has met the requirements of the SEQF Quality Mark standard, at the date of award, at the appropriate level:

7.1.1 'Excellent Provider' status shall be awarded by BASE where the organisation has scored 90% or more in the assessment process;

7.1.2 'Good Provider' status shall be awarded by BASE where the organisation has scored between 70% and 89.99% in the assessment process;

7.1.3 'Accredited Provider' status shall be awarded by BASE where the organisation scores between 55% and 69.99% in the assessment process.

7.2 Where the final Full Report and Improvement Action Report (if applicable) contains a recommendation that the organisation should be awarded the SEQF Quality Mark at the awarded level, BASE will confirm to the organisation in writing its right to use the SEQF Quality Mark and shall grant a non-exclusive licence to use the same for a period of 3 years, subject to 7.3 below and Clause 5 of the Terms and Conditions.

7.3 In the event that BASE considers that a recommendation to award the SEQF Quality Mark was flawed because of a material departure from the published assessment criteria or due to some other serious error or irregularity, it may decline to award the SEQF Quality Mark. In those circumstances BASE shall write to the organisation setting out the reasons for its decision and may, where appropriate, afford the organisation the opportunity within such time frame as BASE shall specify, to provide such further information and/or documents as BASE shall determine are required in order to justify awarding the SEQF Quality Mark.

7.4 In the event that the organisation fails to provide such information and/or documents as BASE has specified within the time frame notified to it, BASE shall confirm in writing its decision not to award the SEQF Quality Mark.

7.5 The organisation may request a fresh assessment any time after the conclusion of any live assessment process.

7.6 At any time during the assessment process, BASE may in its absolute discretion provide an extension of time if the organisation can demonstrate there are exceptional or extenuating circumstances.

7.7 The organisation's continued use of the SEQF Quality Mark will be subject to the organisation complying with the terms of use described in Clause 5 of the Terms and Conditions.

7.8 An organisation may, in certain limited circumstances, appeal BASE's decision not to award the SEQF Quality Mark provided it does so within 28 days of receipt of the decision. Further details regarding the Appeal process are available upon request. This document contains provisions in relation to the Assessment Process and should be read in conjunction with the General Terms and Conditions.

8. Requests for SEQF re-assessment

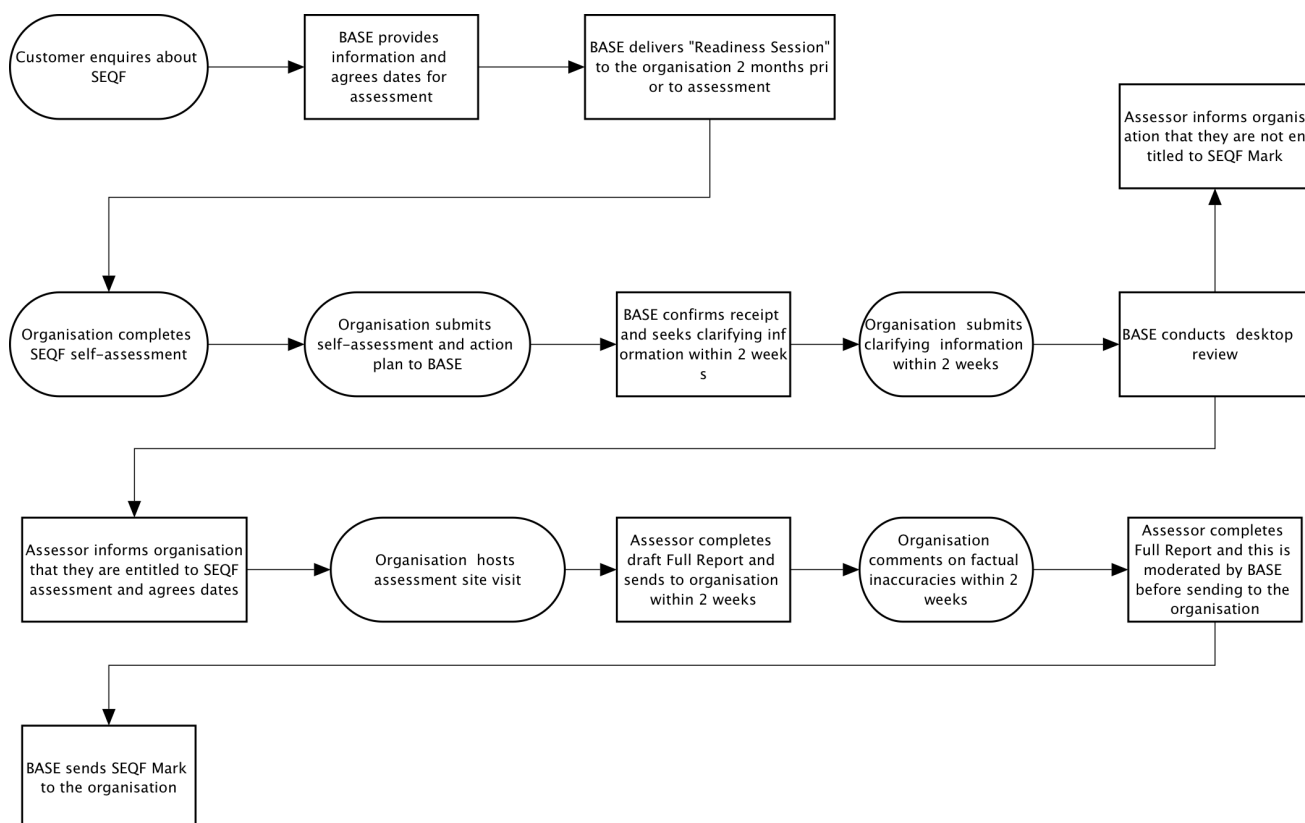
8.1 The organisation may request a reassessment of its accreditation status at any point during the 3-year award of the kitemark. It may believe that it has sufficient evidence to demonstrate improved quality and may request BASE to make a reassessment.

8.2 The organisation will submit updated evidence as requested by BASE and the re-assessment will follow the process set out in sections 1 to 3 above.

8.3 The assessor will agree and produce an addendum to the original SEQF report before deciding on any changes to the accreditation status as detailed at paragraph 7.1

8.4 Any revised accreditation status will be valid until the end of the original 3-year term of the SEQF award.

9. Flowchart of the SEQF assessment process



10. Flowchart of the SEQF retention process

