



# Compliance Declarations and BAC Terms and Conditions



To be signed by the principal or the proprietor of the organisation to declare the organisation is compliant and to confirm acceptance of our terms and conditions. There are three sections.

BAC can only accept an application if all three parts have been signed.

## 1: COMPLIANCE WITH LEGAL AND STATUTORY REQUIREMENTS

All new applicants and those applying for reaccreditation are required to sign a declaration stating that the organisation complies with all relevant statutory requirements, in force in the country of operation, in connection with such matters as:

-  health and safety (UK providers please see Appendix A to check Health and Safety regulations)
-  safe-guarding
-  immigration and Home Office regulations or the equivalent authority in own locality
-  company and employment law
-  copyright
-  disability provision
-  equal opportunities
-  planning consent
-  data protection
-  supply of goods and services
-  advertising and public liability

It is the organisation’s responsibility and the personal responsibility of the head of the organisation to ensure that all requirements are met. BAC inspectors will not inspect the above areas but will note any observed breach of regulations. This will be conveyed to the Accreditation Committee as a ‘no confidence’ judgement in the ability of the organisation to self-assess in these matters and will call into question the integrity of the senior management who will have endorsed the declaration. Although compliance with statutory requirements is not a BAC minimum standard, evidence of non-compliance will provide the Accreditation Committee with grounds for refusal of accreditation.

I confirm that the provider named below complies with all relevant legislative and regulatory requirements.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Full name:  
(principal/proprietor) \_\_\_\_\_

Name of provider: \_\_\_\_\_

## 2) GENERAL DECLARATION

I confirm that the information provided on this form is accurate, up-to-date and provides a true account of the provider and its provision.

I confirm that I have read and accept the BAC Terms and Conditions

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Full name:  
(principal/proprietor) \_\_\_\_\_

Name of provider: \_\_\_\_\_

## 3) BAC TERMS AND CONDITONS

### Introduction

1. By signing this application form you are personally warranting that the organisation that is seeking accreditation (the "Organisation") has given you authority to do so. By applying for accreditation, the Organisation is entering into legal relations with BAC, governed by the following terms and conditions.

2. BAC is a private, charitable organisation. Choosing to be considered for accreditation by BAC is entirely voluntary and other accreditation organisations exist.

3. By entering into legal relations with BAC, the Organisation acknowledges that:

- ✚ such entry is voluntary and those relations are private legal relations
- ✚ the only obligation upon BAC between application and accreditation is assessment of the Organisation's application (including, for the avoidance of doubt, any inspection carried out), which is at the sole discretion of BAC
- ✚ BAC is an accreditation body and provides advice and support in order to assist Organisations and not as part of its legal relations

### Structure

4. These terms and conditions do not comprise the totality of your legal obligations in relation to seeking and being granted accreditation for your Organisation by the BAC. Instead they comprise obligations which are in addition to (and do not detract, supersede or amend) obligations and criteria set out the documents listed below:

- ✚ The BAC Accreditation Handbook
- ✚ Guidance Notes on completing the accreditation application form
- ✚ Relevant Scheme Accreditation Criteria
- ✚ Fees Brochure



5. These documents are subject to revision by BAC from time to time. The most current form of these documents will always be available on the BAC website. By applying for accreditation, you acknowledge BAC's right to revise documents and that you are subject to their most current form.

6. In addition to those documents, the Organisation shall be obliged to complete the following documents prior to and or after gaining accreditation:

- ✚ The Application Form
- ✚ Self-Evaluation Report
- ✚ Annual Return
- ✚ Annual Data Enrolment Return
- ✚ Together these documents shall be referred to as the "BAC Documents".

### Scope of Relationship

7. The Organisation may state that it is accredited by BAC strictly in accordance with the BAC Documents.

8. BAC does not accredit programmes/courses. No organisation may use the BAC logo on a course certificate or imply that their programmes/courses are accredited by BAC in any of their online or printed material

9. The Organisation may only use the BAC logo in connection to the provision accredited by BAC. Additional provision that has not been inspected by BAC must have BAC approval for the Organisation to use the logo.

### Duration

10. Accreditation is given by BAC in accordance with the BAC Documents and subject to termination under Clause 28

### Charges

11. The Organisation shall pay to BAC the applicable charges as specified in the Fees Brochure. Where there is discretion as to which rate from the Fees Brochure is applicable, that discretion shall lie solely with BAC.

12. The charges shall be payable in the following timeframes:

#### **Application Fee:**

Payable with submission of application. This fee is non-refundable

#### **Inspection Management Fee:**

Payable with submission of application. This fee is refundable if either party should withdraw.

#### **Inspection Fee:**

Payable within 14 days of the date of the invoice and must be paid prior to the inspection dates. The inspection will be cancelled if the fees have not been paid prior to the first inspection day.



**Annual Accreditation Fee:**

Fees are due within 14 days of the date of the invoice unless stated otherwise.

New organisations are invoiced pro-rata once accreditation is gained.

BAC's financial year is September 1st to August 31st.

Please note that any invoice received should be paid within 14 days of the date on the invoice.

13. The annual accreditation fee is payable by all accredited organisations and approved candidates for accreditation.

14. A pro rata accreditation fee is payable by organisations awarded accreditation or approved as candidates for accreditation during the year.

15. Other fees set out in the Fees Brochure are payable within 14 days of such fees becoming payable in accordance with the BAC Documents or BAC informing the Organisation that they have become payable except where the BAC Documents set out a different payment timeframe (in which case, that timeframe shall prevail).

16. If any amount remains unpaid after the payment date set out above:

- ✚ that amount shall be subject to interest charged on a daily basis at the Bank of England Bank Rate plus 8%
- ✚ without prejudice to any termination process set out in the BAC Documents (such as for suspension or withdrawal of accreditation), BAC may at its discretion refuse to provide any ongoing accreditation to the Organisation until such amount is paid; and the Organisation shall (without any limitation of other remedies open to BAC) be liable for the reasonable costs incurred by BAC in seeking recovery of unpaid amounts

17. Unless otherwise stated, charges published by BAC are exclusive of Value Added Tax (or any similar tax or duty).

**Information**

18. The Organisation shall comply with all requirements for the provision of information to BAC, particularly in accordance with the BAC Documents.

19. BAC will use the information provided in the application form and declarations to administer the accreditation scheme, contact providers with relevant information about BAC and list accredited providers on the BAC website. BAC may also pass information to the Department for Education, the Home Office, Home office approved bodies and partners as deemed necessary.

20. BAC shall endeavour to comply with all applicable data protection law. The Organisation shall assist it in doing so by complying with all requests in relation to the handling of information which reasonably pertain to BAC's compliance with all applicable data protection law.



21. The Organisation acknowledges that the legal relations between itself and the BAC are based on the utmost faith and trust. Therefore, it is a fundamental breach of those legal relations should that faith and trust be compromised by a lack of full and frank disclosure, in a timely manner, of any matter relating to or arising from the BAC Documents and accreditation by BAC in general.

22. The Organisation acknowledges and permits the sharing by BAC with third parties of information regarding it.

23. The Organisation authorises BAC to approach the Organisation's bankers (as declared in the BAC Documents) and its referees (as declared in the BAC Documents) to collect information relevant to its obligations (or potential obligations) in relation to the BAC Documents.

#### **Malpractice and maladministration**

24. The Organisation shall take all reasonable steps to prevent any malpractice or maladministration in its activities.

#### **Notifications to BAC**

25. Without prejudice or limitation to clause 14 above, the Organisation shall promptly notify BAC if it is, or if it reasonably has cause to believe that it is likely to be, subject to:

- ✚ a material change in its governance structure or legal status
- ✚ any change of control
- ✚ any form of insolvency or bankruptcy
- ✚ having any member of its senior staff convicted of a criminal offence

#### **Reviewing approach**

26. The Organisation shall keep under review, and shall enhance where necessary, its approach to being accredited by BAC, so as to assure itself that its approach remains at all times appropriate to the provision of accreditation by BAC.

#### **Assignment**

27. The Organisation shall not assign, or transfer any benefit, or sub-contract any obligation regarding the BAC Documents without BAC's prior written consent.

#### **Termination**

28. Where any termination process set out in the BAC Documents (such as for suspension or withdrawal of accreditation) does not apply, BAC may terminate its legal relations with the Organisation by written notice to it if it:

- ✚ is in fundamental or irremediable breach of its obligations under the BAC Documents
- ✚ is otherwise in material breach of its obligations under the BAC Documents (including through cumulative breaches) and where remediable it does not remedy such breach within 14 days (or such other period as BAC shall specify) of being given written notice to do so by BAC
- ✚ acts or fails to act in any way that BAC reasonably considers may place BAC's status or reputation as an accreditation body in jeopardy
- ✚ is subject to any type of insolvency or bankruptcy
- ✚ has any member of its senior staff convicted of a criminal offence



29. Termination (either in accordance with this clause or any termination process set out in the BAC Documents, such as for suspension or withdrawal of accreditation) results in:

- ✚ the immediate cessation of BAC accreditation (and no representation must be made declaring or implying BAC accreditation being anything other than withdrawn)
  
- ✚ all fees that are or would have been payable for the entire year of accreditation (the relevant year being that in which the cessation of BAC accreditation occurred, commencing from the date of BAC accreditation) being payable immediately unless termination is by mutual consent (in the sole opinion of BAC), in which case 50% of any fees paid after 1 September in any given year shall be refunded to the Organisation provided that such termination by mutual consent occurs prior to 1 March in the year following that payment.

#### **Liability of BAC**

30. BAC's liability under the BAC Documents shall be limited to a maximum of a sum equal to ten times the monies paid by the Organisation to BAC within the full or part calendar year preceding the relevant breach of its obligations arising from the BAC Documents (except for damages for personal injury or death caused by BAC's negligence, which shall not be limited).

#### **Indemnity**

31. The Organisation shall indemnify BAC against any liabilities (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other professional costs and expenses) suffered, or incurred, by BAC directly, or indirectly, arising from, or in connection with, any act or omission of the Organisation, its personnel, or agents, or sub-contractors.

#### **Force Majeure**

32. Neither party is liable to the other for failure to comply with this Agreement caused by circumstances beyond its reasonable control. Should such circumstances continue for longer than 30 days, this agreement shall be terminated with no further liability on the part of either party.

#### **Intellectual Property**

33. BAC is the owner (or licensee) of all intellectual property arising from the BAC Documents which is licensed to the Organisation in accordance with the BAC Documents and to the limited extent necessary for the purposes of the BAC Documents.

34. In particular (but without limitation), BAC is the owner of any inspection reports made pursuant to the BAC Documents and any use made of any such reports by the Organisation must be in accordance with the licence provided to it within the BAC Documents.

#### **Dispute resolution**

35. Solely in relation to matters arising from these terms and conditions (and not the BAC Documents as a whole) and, specifically, without prejudice to any appeal procedure within the BAC Documents, the following shall apply:



- ✚ In the event of either party considering it to be in dispute with the other, it shall formally notify the other party to that effect by written notice.
- ✚ Each party shall then use reasonable endeavours through suitably senior representatives, to resolve the dispute, within the next 14 days.
- ✚ If the dispute is not resolved within that period, each party will use reasonable endeavours through more senior officers, to resolve the dispute within the next 14 days.
- ✚ If the dispute is not resolved within that period, either party may, on written notice to the other, refer the matter for mediation in accordance with the standard mediation procedure of the Centre for Effective Dispute Resolution ([www.cedr.com](http://www.cedr.com)) and both parties shall (without prejudice to legal remedies) use reasonable endeavours to reach agreement through such mediation.
- ✚ In relation to any mediation, each party shall bear its own costs.

**Governing law**

36. This Agreement is governed by English Law and the Organisation agrees to submit to the jurisdiction of the English courts.

**Signed by authorised signatories of the Organisation:**

Signature: \_\_\_\_\_

**On behalf of the Organisation**

Full name: \_\_\_\_\_

Position: \_\_\_\_\_

Name of organisation/provider: \_\_\_\_\_

Date: \_\_\_\_\_



## Appendix A: Health and Safety UK legal Requirements

For UK based organisations only:

The ten points listed below show some of the key actions required by UK law that apply to almost every UK business.

### 1. Get competent advice – decide who will help you with your duties

The law says you must appoint someone competent to help you meet your health and safety duties. A competent person is someone with the necessary skills, knowledge and experience to manage health and safety. You could appoint (one or a combination of):

-  yourself
-  one or more of your workers
-  someone from outside your business.

You probably manage most aspects of your business yourself, or with the help of your staff. But if you are not confident of your ability to manage all health and safety in-house, you may need some external help or advice.

### 2. Write your health and safety policy

A health and safety policy sets out your general approach and objectives (your vision) and the arrangements you have put in place for managing health and safety in your business. It is a unique document that says who does what, when and how.

If you have five or more employees, you must write your policy down.

(N.B. BAC requires all providers, irrespective of the number of employees, to have a written health and safety policy.)

A written policy statement shows your staff, and anyone else, your commitment to health and safety. It should describe how you will implement and monitor your health and safety controls. You should review it regularly.

A policy is different from a risk assessment.

Policy - general vision and arrangements for the whole business.

Risk assessment - a systematic review of how you eliminate and control each significant hazard, and whether you are doing enough.

A policy will only be effective if you and your staff act on it and follow it through.

### 3. Manage the risks

You must manage the health & safety risks.

To do this you need to think about what, in your business, might cause harm to people and decide whether you are doing enough to prevent that harm. This is known as a risk assessment.

A risk assessment is not about creating huge amounts of paperwork, but rather about identifying sensible measures to control the risks in your workplace.



The law does not expect you to remove all risks, but to protect people by putting in place measures to control those risks.

You are probably already taking steps to protect your employees, but your risk assessment will tell you whether you should be doing more.

#### **4. Consult your employees**

You must consult all your employees on health and safety. This does not need to be complicated.

You can do this by listening and talking to them about:

health and safety and the work they do;

how risks are controlled;

the best ways of providing information and training.

Consultation is a two-way process, allowing staff to raise concerns and influence decisions on the management of health and safety.

Your employees are often the best people to understand risks in the workplace and involving them in making decisions shows them that you take their health and safety seriously.

In a very small business, you might choose to consult your employees directly. Alternatively, you might consult through a health and safety representative, chosen by your employees or selected by a trade union. As an employer, you cannot decide who will be the representative.

#### **5. Provide training and information**

Everyone who works for you needs to know how to work safely and without risks to health. You must provide clear instructions, information and adequate training for your employees.

Don't forget contractors and self-employed people who may be working for you and make sure everyone has information on:

-  hazards and risks they may face;
-  measures in place to deal with those hazards and risks;
-  how to follow any emergency procedures.

Ask your employees what they think about training to make sure it's relevant and effective. Keeping training records will help you to identify when refresher training might be needed.

The information and training you provide should be in a form that is easy to understand. Everyone working for you should know what they are expected to do.

Health and safety training should take place during working hours and it must not be paid for by employees. There are many external trainers who will be able to help you with your training needs but effective training can often be done 'in-house'.

#### **6. Provide the right workplace facilities**

You must provide a safe and healthy environment for all your employees. You also need to take account of their welfare needs. This includes people with disabilities.

For example, you must provide toilets, washing facilities and drinking water, and you need to think about factors in the working environment like lighting and temperature.

#### **7. Make arrangements for first aid, accidents and ill health**

##### *First aid*

You must have first-aid arrangements in your workplace.



You are responsible for making sure your employees receive immediate attention if they are taken ill or are injured at work. Accidents and illness can happen at any time and first aid can save lives and prevent minor injuries from becoming major ones.

Your arrangements will depend on the particular circumstances in your workplace and you need to assess what your first-aid needs are.

As a minimum, you must have:

-  a suitably stocked first-aid box;
-  an appointed person to take charge of first-aid arrangements;
-  information for all employees giving details of first-aid arrangements.

You might decide that you need a first-aider. This is someone who has been trained by an approved organisation and holds a qualification in first aid at work or emergency first aid at work.

#### *Accidents and ill health*

Under health and safety law, you must report and keep a record of certain injuries, incidents and cases of work-related disease.

You can find out which ones must be reported and how to report them on our website

**([www.hse.gov.uk/riddor/index.htm](http://www.hse.gov.uk/riddor/index.htm)).**

Keeping records will help you to identify patterns of accidents and injuries, and will help when completing your risk assessment. Your insurance company may also want to see your records if there is a work-related claim.

### **8. Display the health and safety law poster**

If you employ anyone, you must display the health and safety law poster, or provide each worker with a copy of the equivalent pocket card. You must display the poster where your workers can easily read it.

The poster outlines British health and safety laws and includes a straightforward list that tells workers what they and their employers need to do.

You can also add details of any employee safety representatives or health and safety contacts if you wish to do so.

### **9. Get insurance for your business - Employers' Liability Insurance**

If your business has employees you will probably need employers' liability insurance.

If an employee is injured or becomes ill as a result of the work they do for you, they may claim compensation from you. Employers' liability insurance will enable you to meet the cost of any compensation for your employees' injuries or illness.

Only a few businesses are not required to have employers' liability insurance. If you have no employees, or are a family business and all employees are closely related to you, you may not need it.

### **10. Keep your business up to date**

Following news and events in your industry will help you keep your health and safety policies and risk assessments up to date.