

**TERMS AND CONDITIONS:** (To be signed by the principal or the proprietor of the institution)

### **Introduction**

1. By signing this application form you are personally warranting that the institution that is seeking accreditation (the “*Institution*”) has given you authority to do so. By applying for accreditation, the Institution 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 Institution acknowledges that:
  - a. such entry is voluntary and those relations are private legal relations;
  - b. the only obligation upon BAC between application and accreditation is assessment of the Institution’s application (including, for the avoidance of doubt, any inspection carried out), which is in the sole discretion of BAC; and,
  - c. BAC is an accreditation body and provides advice and support in order to assist Institutions and not as part of its legal relations (BAC does have a separate consulting arm, BACEC, and none of these terms and conditions create a relationship with it or govern any relationship with it).

### **Structure**

4. These terms and conditions form part of the Application Form that they are attached to. They do not comprise the totality of your legal obligations in relation to seeking and being granted accreditation for your Institution by the BAC. Instead they comprise obligations which are in addition to (and do not detract, supersede or amend) obligations and criteria set out in a number of other documents.
5. Other documents include (but are not limited to):
  - a. The BAC Accreditation Handbook;
  - b. Guidance Notes on completing the accreditation application form;
  - c. Relevant Scheme Accreditation Criteria; and,
  - d. Fees Sheet.
6. 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.
7. In addition to those documents, the Institution shall be obliged to complete the following documents:
  - a. The relevant Application Form;
  - b. Self-Evaluation Form;
  - c. Annual Return;
  - d. Student Enrolment Data Submission;

Together these documents shall be referred to as the “*BAC Documents*”.

## Scope of Relationship

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

## Duration

9. Accreditation is given by BAC in accordance with the BAC Documents and subject to termination under Clause 12.

## Completing and complying with the BAC Documents

10. The Institution must:
- ensure it is familiar with the most current form of the BAC Documents; and,
  - only make reference to accreditation by BAC in accordance with the BAC Documents.

## Charges

11. The Institution shall pay to BAC the applicable charges as specified on the Fees Sheet. Where there is discretion as to which rate from the Fees Sheet is applicable, that discretion shall lie solely with BAC.
12. The charges shall be payable in the following timeframes:

Initial Submission fee in the case of accreditation of an Institution outside of the United Kingdom	Upon submission of Initial Submission (for the avoidance of doubt, the Initial Submission fee is not refundable under any circumstances and no obligations arise upon BAC where Initial Submissions are received without this fee)
Application fee and deposit against first inspection	Upon submission of Application Form (for the avoidance of doubt, the application fee is not refundable under any circumstances and no obligations arise upon BAC where applications are received without this fee and this deposit)
Annual accreditation fee	Within 21 days of receipt of invoice issued by BAC
Inspection fee	Within 21 days of receipt of invoice issued by BAC and prior to any inspection
Inspection fees for any additional inspections required by BAC (after either a significant change at the institution or a failure to comply with BAC's regulations for accredited institutions):	Within 21 days of receipt of invoice issued by BAC and prior to any inspection

13. The annual accreditation fee is payable by all accredited institutions and approved candidates for accreditation.
14. A pro rata accreditation fee is payable by institutions awarded accreditation or approved as candidates for accreditation during the year.
15. Other fees set out in the Fees Sheet are payable within 21 days of such fees becoming payable in accordance with the BAC Documents or BAC informing the Institution 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:
  - a. that amount shall be subject to interest charged on a daily basis at the Bank of England Bank Rate plus 8%;
  - b. 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 Institution until such amount is paid; and,
  - c. the Institution 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 Institution shall comply with all requirements for the provision of information to BAC, particularly in accordance with the BAC Documents.
19. BAC shall endeavour to comply with all applicable data protection law. The Institution 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.
20. The Institution 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.
21. The Institution acknowledges and permits the sharing by BAC with third parties of information regarding it.
22. The Institution authorises BAC to approach the Institution'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**

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

### **Notifications to BAC**

24. Without prejudice or limitation to clause 20 above, the Institution shall promptly notify BAC if it is, or if it reasonably has cause to believe that it is likely to be, subject to:
  - a. a material change in its governance structure or legal status;
  - b. any change of control;
  - c. any form of insolvency or bankruptcy; or,
  - d. having any member of its senior staff convicted of a criminal offence.

### **Reviewing approach**

25. The Institution 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**

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

## **Termination**

27. 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 Institution by written notice to it if it:
- a. is in fundamental or irremediable breach of its obligations under the BAC Documents;
  - b. 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;
  - c. 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;
  - d. is subject to any type of insolvency or bankruptcy; or,
  - e. has any member of its senior staff convicted of a criminal offence.
28. 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:
- a. the immediate cessation of BAC accreditation (and no representation must be made declaring or implying BAC accreditation being anything other than withdrawn); and,
  - b. 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 Institution provided that such termination by mutual consent occurs prior to 1 March in the year following that payment.

## **Liability of BAC**

29. 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 Institution 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**

30. The Institution 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 Institution, its personnel, or agents, or sub-contractors.

## **Force Majeure**

31. 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**

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

33. 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 Institution must be in accordance with the licence provided to it within the BAC Documents.

**Dispute resolution**

34. 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 clause shall apply.
35. 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.
36. Each party shall then use reasonable endeavours through suitably senior representatives, to resolve the dispute, within the next 14 days.
37. 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.
38. 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 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.
39. In relation to any mediation, each party shall bear its own costs.

**Governing law**

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

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

***Signature:***

**On behalf of the Institution**

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

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

Name of institution/provider: \_\_\_\_\_

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