

# Gendered Intelligence Terms & Conditions for Professional and Educational Services

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## 1. Introduction

The terms and conditions in this document apply to all Professional and Educational services delivered by Gendered Intelligence (GI), whether remotely, at a client’s premises, or at another venue. Please familiarise yourself with the terms and conditions relevant to the service you are booking.

The following clauses apply to all services:

- 1 Introduction
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The following clauses are service-specific as follows:

- 8.1 Training (in-house)
- 8.2 Training (open)
- 8.3 Consultancy
- 9 Workshops, Lectures and Assemblies, and all work with under 18s

## 2. Terminology

**Client:** Any individual or organisation who enters into a contract for a GI Professional and Educational Service ('Services')

**Staff and staff member:** Any GI member of staff, volunteer, or associated freelancer who is delivering a service contracted through GI.

**Services:** All services delivered by or through the Professional and Educational Services department of GI including, but not limited to, consultancy; training; presentations; and workshops lectures and assemblies for young people.

**Consultancy:** Information, support, guidance and advice tailored to meet a client's specific requirements, for example, providing advice on policy or specific practices or situations; carrying out desktop reviews or surveys; writing FAQs or reviewing scripts, communications or similar.

**Training:** Any session with a defined outline intended to achieve specific learning outcomes.

**Presentation:** A talk, speech or keynote where there may be a theme, but no specific learning outcome and audience interaction is limited to Q&A. This also includes participation in panel discussions, Q&As and similar work.

**Workshops, Lectures and Assemblies:** All sessions delivered for young people as part of their curriculum, in an educational setting.

**In-house session:** A session delivered by GI and hosted by a client, typically exclusively for their own staff/volunteers, but occasionally opened by the client to participants from the client's partner organisations.

**Open session:** A session delivered and hosted by GI which is open to individual participants from multiple organisations.

## 3. Ethos

- We aim to respond promptly to communications
- We aim to deliver a quality service
- We aim to be transparent about our fees and about any other costs such as expenses, and fair with respect to cancellation or postponement charges

## 4. Communications

We will ask you to confirm an email and phone number for your main contact. We will use these if we have to communicate any substantive matters, although at your request we can liaise with other colleagues for additional details or session preparation.

We also need contact details to use in the event of a last-minute change or cancellation (for example because of transport disruption), so **it is important we have a contact name and details via which we can**

**reach you in emergency / last minute circumstances, ideally a mobile number.**

We will confirm who should be your main contact within GI. Where this changes - for example, when your initial contact hands over to the member of staff designated to deliver the work - we will make this clear.

## **5. Expectations and Mutual Commitment**

We make a commitment to delivering a professional, high-quality service for you and we ask for your support in return to enable us to do this.

### **5.1 GI Commitment and Expectations**

Our commitment to you is to provide a professional service by being well-prepared for the work we have agreed to deliver; punctual; understanding of your current circumstances / level of awareness; open to and respectful of all reasonable questions around trans inclusion; and by bringing a positive approach.

We will provide an appropriate staff member, based on your requirements, location and availability. Our staff are all trained and able to represent GI with consistency, whilst as individuals bringing their own style and approach.

### **5.2 Client Commitment and Expectations**

In return, we expect you to:

- a) **provide appropriate background and context information**, including the anticipated composition / interests / roles of the participants or audience, so that we can focus the work accordingly
- b) **ensure our staff are treated with respect.** We are always happy to engage in constructive discussion and dialogue with clients, attendees and other speakers, including those with different perspectives on how trans people might best be included, and those who may bring challenging questions.

However, in the interests of the safety/wellbeing of any trans people who may be participating, as well as GI staff, we do hold a line around respectful behaviours. We regard as unacceptable:

- Seeking to question, dismiss or 'debate' trans people's existence
- Personal comment about our trainers
- Behaviours that disrupt the session or work and/or prevent learning and engagement on the part of others

NOTE: In general, we do not accept invitations to appear on panels or at conferences alongside those who seek to 'debate' whether trans identities are real or worthy of respect, or where the notion of 'two sides' or 'competing rights' is used to pit people against each other.

Should significantly disrespectful behaviour occur, we expect you to take this seriously, and take appropriate steps to address it.

Please also see the service-specific conditions in clause 8 ('Terms and Conditions Relating to Specific Services').

## **6. Materials, Copyright and Intellectual Property**

Depending on the nature of the service being delivered, we may provide handouts or resources for use before, during and/or after the work.

GI resources may not be duplicated or distributed except as expressly authorised by Gendered Intelligence or its authorised representative. Some of our materials are shareable and we indicate this in our quotes and correspondence. If in doubt, please contact us for clarification.

The intellectual property and copyright of any materials remains with Gendered Intelligence, unless noted otherwise, and must not be shared with any other organisation, unless previously agreed.

Handouts and resources associated with training are intended to supplement our delivery: they are not intended as stand-alone resources, and cannot act as a substitute for attendance at the session itself.

Resources and other content provided / developed in the course of consultancy work will typically be the subject of a contract-specific agreement to enable the Client to make appropriate use of them in line with the nature of the work, provided always that GI will not grant exclusivity where it would compromise GI's ability to make ongoing use of its own pre-existing resources and writing.

## **7. Payment and Cancellations**

### **7.1 Payment terms**

Fees and expenses are payable on receipt of invoice. Gendered Intelligence will typically raise invoices after delivery of the service(s) booked. For larger bookings or projects, GI reserves the right to require stage payments, including a deposit.

Prompt payment of invoices within 2 weeks is much appreciated, but if that is not possible, payment is due within one calendar month.

Payments are typically expected to be made by bank transfer, but we can offer a credit card payment option for smaller amounts and we can still accept cheques.

Our invoice will be sent to the main contact for authorisation, although we are happy to liaise with Finance colleagues for payment.

## **7.2 VAT**

Gendered Intelligence is VAT registered.

Training, Workshops, Lectures and Assemblies (and essentially similar educational services) are exempt from VAT, and no VAT is charged on these services.

Consultancy and Therapist and Counsellors Network supervision fees / membership fees are subject to VAT, and VAT is charged on these services at the prevailing rate.

## **7.3 Cancellations, Changes & Postponements**

We aim to be flexible: where cancellation or postponement fees apply, we aim to cover our costs and not to be punitive. Our cancellation fees recognise we may have turned down other paid work in order to take your booking and the diminishing likelihood of finding other work to replace it as the session date approaches.

### ***a) Expenses***

If you cancel, or alter the date of a session, you are responsible for reimbursing us any costs we incur as a result. This includes non-refundable travel and / or accommodation, or admin fees associated with refunding or altering travel / accommodation, as well as any cancellation / postponement fees we may receive from third parties.

Please note - travel and accommodation are generally only applicable to in-person sessions (not remotely delivered sessions). We typically aim to book them ahead of time to keep expenses down for our clients.

### ***b) Cancellation or Postponement by Client***

If you cancel or postpone within 2 weeks of the session, we reserve the right to invoice 50% of the session fee, plus expenses as above.

If you cancel or postpone within 1 week of the session, we reserve the right to charge the full session fee, plus expenses as above.

If you cancel a session at any point after we have begun any chargeable work, we reserve the right to invoice for that work.

### ***c) Multiple Postponements by Client***

If you postpone a session more than twice, we reserve the right to charge the full session fee, plus expenses as above.

### ***d) Postponement by Gendered Intelligence***

In the unlikely event of Gendered Intelligence needing to postpone a session at the last minute (e.g. owing to severe travel disruption, or staff sickness which cannot be covered) we will make every attempt to contact you as

soon as possible, using the main contact details. It's therefore important that you give us contact details via which we can reach you in such circumstances, ideally a mobile number.

Gendered Intelligence is not responsible for any losses resulting from such circumstances.

## **8. Variations and Additions Relating to Specific Services**

This section supplements the standard terms and conditions stated above. Where specific terms and conditions provided below vary from those above, the clauses below will take precedence for that service.

### **8.1 Training & Workshops, Lectures and Assemblies – In-House**

Training, and Workshops, Lectures & Assemblies will be delivered as per the quotation and session information supplied and as recapped at the point of introduction to the trainer.

We reserve the right to make an additional charge if changes are made once the objectives have been agreed by both parties. If substantial changes to a standard package are required, this will be treated as consultancy and costed accordingly.

In addition to the points set out in Clause 5 ('Expectations and Mutual Commitment'), we expect clients to:

- a) **ensure facilities are ready when our staff member arrives**, in order that we can start and end on time. In the event that a session has to start late and/or the facilities that were requested are not available, our staff are empowered to make a practical decision about what is achievable in the circumstances. If they feel the situation is such that they are unable to deliver a professional service, they may decide it is not viable to run the session at all. In such circumstances, the staff member will normally endeavour to speak with the main contact to discuss the situation and find a mutually agreed way forward.
- b) **keep to the maximum numbers for sessions** and not over-book them. We set maximum numbers for sessions that are very interactive as the more people there are in the room the more questions and contributions we have and the more time it takes to get through the material. We know that if we exceed the maximum, people tend to experience the session as rushed and may not have the high quality training experience we aim to provide. If you need to increase numbers please talk to us in advance so we can offer suitable options.
- c) **remind all attendees to arrive punctually and stay for the whole session** (unless previously arranged / an emergency arises / it is a matter of access needs). Leaving early can generally be accommodated, however arriving late after the ground rules have been established and once breakout groups are in place can be disruptive. If people arrive

more than 10 minutes after the session start time, our trainers are empowered to refuse entry.

Please note: Recording of sessions is not permitted

## **8.2 Training - Open Sessions**

For individuals attending an open Introduction to Trans Awareness session or Working Alongside Trans, Gender Diverse and Questioning People (WATGDQP):

- i. Once a place has been confirmed, you will either pay at the time of your online booking as part of the booking process, or be sent an invoice with payment details. Payment is due no later than 1 month in advance of the session, or immediately on receipt of an invoice if the booking is made within 1 month of the session.
- ii. Cancellations more than 1 month in advance of the session will be refunded in full.
- iii. Cancellations between 1 month and 2 weeks in advance of the session will be charged at 50% fee.
- iv. Cancellations closer than 2 weeks will be charged at the full fee.
- v. Once a session slot has been booked, an individual attendee can be substituted at no additional cost, subject to meeting session criteria if applicable, as long as there is no change to the invoicing details. If there is a change to the invoicing details we reserve the right to cover an administrative fee.

## **8.3 Consultancy**

We will quote on the basis of the information you provide, and be clear about what we expect to do for the fee. Where material information has not been provided or the scope of works changes, we reserve the right to alter the fee to cover the additional work required. We will advise you of any changes in our estimate at the earliest possible time and before we exceed the original time estimate. If you do not wish to proceed with the revised estimate, we will revise, in negotiation with yourselves, what will be possible within the original time estimate, and deliver accordingly.

If you end the consultancy part way through, we reserve the right to invoice for the hours incurred to date.

## **9. Working with Young People**

We take safeguarding very seriously at GI, and have appropriate policies and procedures in place (please ask if you wish to see copies).

Where we visit to deliver a one-off group activity with children or young people in an educational setting – such as workshops, lectures and assemblies - we require that a member of our client's staff is present at all

times to support behaviour and engagement. However, this means GI's staff whose only work with children or young people is delivery of these sessions are not legally eligible for a standard DBS check. We therefore expect them to be accompanied at all times on the school premises just as you would do for any other school visitor.

Clearly, the circumstance of delivering supervised one-off workshops in schools is very different to that of delivering GI's own youth work and 1:1 mentoring. All our youth work, mentoring and similar practitioners working on a one-to-one basis or in unsupervised / regular contact with children or young people are DBS checked at Enhanced level.

Please note: It is not appropriate to ask a GI staff member who has been engaged to deliver a session to a group (such as a class or year group) to meet ad hoc with one or more young trans people as part of their visit. This is the role of GI's trained youth workers / mentors in the context of agreed youth work, not of Professional and Educational Services staff.

## **10. Data Protection**

We will store and use your details in accordance with current Data Protection legislation. We will not share your details with any other organisation unless you give us your consent or we are required to do so by law. We will only contact you about other GI services where we have your consent or where there is a case of legitimate interest. For further information please see [www.genderedintelligence.co.uk/data](http://www.genderedintelligence.co.uk/data)

## **11. Endorsements - GI's Name / Logo not to be used**

GI's name and / or logo(s) must not be used to suggest or imply that your organisation, service(s) or practice(s) are endorsed, assessed or otherwise quality assured by GI.

If you wish to acknowledge that GI has provided you with support, please contact us to agree an appropriate form of words. Such requests are not unreasonably refused.

## **12. Legal Disclaimer**

Our training and consultancy are based on our wide professional experience of working directly with trans people and those who have contact with them. We invest considerable effort in keeping ourselves up to date and abreast of new developments. New situations and circumstances involving trans people are developing all the time and GI is at the forefront of helping to evolve forward-looking, positive, inclusive approaches in response.



However, whilst Gendered Intelligence has significant expertise in the field of trans inclusion, we are not qualified solicitors or medical professionals. Whilst we are knowledgeable about the law relating to trans people (including for example, the main laws themselves, the EHRC statutory guidance, Equal Treatment Bench Book and such precedent / case law as exists), we are not solicitors and so cannot offer formal legal advice. We are also mindful that there is little or no case law to support any given approach.

It is your organisation's responsibility to seek any assurances you require from qualified legal opinion that any comment we offer that may relate to the law is interpreted in a way that is legally compliant. We strongly recommend that you seek legal opinion that is also well-informed about trans lives and the associated critical thinking, especially if you intend to rely on a particular point of law or medicine.

### **13. Comments and Complaints**

If you are unhappy with the service provided, please let us know as soon as possible. GI's Complaints Policy is available on the website, or on request, and outlines how we will deal with your concerns, including informal dispute resolution in the first instance.

We also welcome comments and feedback. We typically offer opportunities to feed back either formally or informally as part of the session follow up, but we welcome them at any time.