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SUPPORTING A PROFESSIONAL  
RESPONSE TO SEXUAL VIOLENCE

## LimeCulture Community Interest Company (CIC) Independent Accreditation Programmes

### Terms and Conditions Document

#### Introduction

1. This document describes the terms and conditions which apply when enrolling on the Independent Accreditation Programme at LimeCulture CIC. This document applies to both the Services Supporting Male Victims and Survivors Quality Standards (MQS) Accreditation Programme and the Independent Sexual Violence Advisor (ISVA) Service Quality Standards Accreditation Programme. The document also describes what Services can expect from LimeCulture CIC.
2. This terms and conditions document applies for the duration of a Services' enrolment on an Independent Accreditation Programme.

#### Joining the Independent Accreditation Programme

3. LimeCulture CIC will open the Independent Accreditation Programme to applications from time to time. As Services complete the enrolment procedure detailed below they will be allocated a space on the next available Accreditation Workshop. The date of the Accreditation Workshop will determine the start date of the three year Accreditation Programme. Services will be allocated an Accreditation Manager at the Workshop who will be their principal link with the Independent Accreditation Team at LimeCulture CIC.
4. Please ensure you have read, understood and accepted these terms and conditions before you submit an application to join the Independent Accreditation Programme. By submitting an application you will be deemed to have read, understood and accepted them, and are entering a contract with us.
5. To enrol please complete an application form and submit it by email to [accreditation@limeculture.co.uk](mailto:accreditation@limeculture.co.uk)
6. Enrolment will only be confirmed for Services who have agreed to pay the full accreditation costs. By submitting the application form, you are confirming that you have appropriate



management authorisation relating to payment of the fees due. For this reason, applications can only be accepted using official business email addresses.

7. Once your application form is received and processed, you will receive an enrolment email from us, and your enrolment is then classed as confirmed and the terms and conditions in this document apply. The enrolment email will include a date for your allocated Accreditation Workshop.
8. Although your enrolment will be classed as confirmed when the enrolment email is sent, your space(s) on the Accreditation Workshop you have been allocated will be provisional until payment has been received. If your organisation relies upon purchase order numbers you are therefore requested to email this to [accreditation@limeculture.co.uk](mailto:accreditation@limeculture.co.uk) as soon as you have it so that LimeCulture CIC can issue an invoice for payment and secure your space on your allocated Workshop.
9. Cancellation charges apply should you decide to cancel, whether or not payment has been received in accordance with paragraph 23 below.

### **The Accreditation Process**

10. Details of the Accreditation Programme are on our website [here](#). Further details on the deadlines for each stage will be provided at the Workshop.
11. In order to receive a Quality Mark on completion of the Accreditation Programme, Services will be required to successfully complete each of the stages, providing the required evidence against the Standards.
12. The Accreditation Manager at LimeCulture CIC is responsible for reviewing all the documentary evidence supported by Services. This review process will be independently audited by a member of the LimeCulture CIC senior management team (Management Audit) for every Service to ensure transparency, consistency and fairness. On completion of the Management Audit a date for a Site Visit will be agreed.
13. LimeCulture CIC will ensure that two members of the Independent Accreditation Team attend Site Visits. A decision about whether a Quality Mark can be awarded will be made within two weeks (ten working days) of the Site Visit.



14. There are three possible outcomes of the Accreditation Programme.
  - Fully Met - Quality Mark awarded for 3 years<sup>1</sup>
  - Met with Conditions - Quality Mark awarded for 6 months
  - Not Met - No Quality Mark awarded
15. Three year Quality Marks will only be awarded to those Services who have successfully demonstrated that they meet all the Standards.
16. 3 years is counted from the date of the Accreditation Workshop for initial enrolment, or three years from the date of expiry of the previous Quality Mark where Services are reassessed for a second or subsequent time.
17. Where Services are not able to demonstrate that they meet all of the required standards, but can show that there are robust time-bound plans in place which will mean the standards are fully met within the six month period following the Site Visit, Services may, at the discretion of the Independent Accreditation Team be awarded a Quality Mark (with conditions). These Services will be required to provide evidence to the Independent Accreditation Team when their implementation plan is complete, and in any case within twelve months of the date of the Site Visit (at Monitoring Point 1).
18. When suitable evidence is provided the condition will be removed and the Service will be treated as Fully Met. However, if the evidence is not provided the Quality Mark will be withdrawn after twelve months and the Service will be treated as Not Met. A change in status will not change any of the dates that apply. For clarity the three year period will start from the date of the Workshop and cannot be amended.
19. Where Services think they are unable to evidence any of the required standards, they should email their Accreditation Manager or [accreditation@limeculture.co.uk](mailto:accreditation@limeculture.co.uk) as soon as possible. Your Accreditation Manager will do their best to provide you with advice about how to provide acceptable evidence, but as this is an Independent Accreditation Programme, it will not be appropriate for the Accreditation Manager to provide extensive support to Services to reach the required standards. Therefore, we strongly suggest that you make every effort to attend

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<sup>1</sup> The three year period is counted from the date of the Accreditation Workshop for initial enrolment, and three years from the date of expiry of the previous Quality Mark where Services are reassessed for a second or subsequent time.



the Accreditation Workshop, and ensure that you start work on your evidence submission promptly in order to maintain progress within the published timetable for the Programme. Deferment, or extension of the length of the Programme can only be facilitated where there are exceptional circumstances which prevent you from submitting evidence within expected time frames. See paragraph 36 for further information.

### **Confidentiality and Knowledge Management**

20. As part of the accreditation process services will be required to submit written and verbal evidence including service processes, protocols, training information and so forth. LimeCulture appreciates this information may be Proprietary, Confidential and Business Sensitive Information and remains the intellectual property of the Service.
21. All evidence (verbal and written) will be held securely in accordance with LimeCulture CIC Knowledge Management policy for as long as the Quality Mark has been awarded (A maximum of three years). Evidence will be assumed to be confidential and not to be shared outside the Independent Accreditation Programme, however where we identify areas of best practice we may seek your permission to share for the benefit of other Independent Accreditation Programme services. This will only be done with your express permission.

### **Monitoring Quality**

22. Services will be required to submit monitoring information annually to show that they are maintaining the quality standards. These will be 12 months from the award date of the Quality Mark and 24 months from the award date of the Quality Mark. Failure to submit timely monitoring data may result in the Quality Mark being removed.

### **Making a Payment**

23. Payment of accreditation fees must be made in advance and should be made as soon as possible after receiving an invoice. All prices quoted are exclusive of VAT unless otherwise stated, which is applicable at the standard rate.
24. If your organisation uses purchase order numbers the purchase order number should be included in your application email at the time of submitting your application to us.
25. Our preferred method of payment is by bank transfer, and the relevant details can be found on our invoice.



26. All invoices are due for immediate payment and must reach us by the date of the Accreditation Workshop. Late payments may incur a late payment charge of 10% and you may forfeit your space(s) on the Accreditation Workshop. Invoices will be sent a minimum of 14 days before the Accreditation Workshop date. If payment cannot be made within this timescale you must contact us in writing to let us know.

### **Cancellation, Refund and Substitution Policy**

27. Due to the demand for the LimeCulture CIC Independent Accreditation Programme and the volume of pre-programme preparation we have to undertake, the following cancellation and substitution policy will apply once applications have been made.
28. Cancellations must be received by LimeCulture CIC in writing to be in effect.
29. More than one calendar month prior to an Accreditation Workshop date: You may cancel your registration and receive a full refund. Alternatively, you may request to be transferred to a different Workshop or the next offering of the Workshop.
30. Less than one calendar month prior to an Accreditation Workshop date: You will be charged the full accreditation fee. You may not transfer to another Accreditation Workshop or to the next offering of the same. You can, however, avoid being charged the full accreditation fee by substituting a Service up until 7 days (5 working days) before the date of the Accreditation Workshop (see paragraph 33 for details). An administration fee of £50 will be charged.
31. If you fail to attend the Workshop without notification, or do not submit the evidence that your Service meets the Standards the full accreditation fee will still be charged. Please note that failure to submit payment does not cancel your enrolment on the Programme.
32. If you have started the Independent Accreditation Programme (attended the Workshop), or are part way through submitting evidence, there can be no refund.

### **Service Substitution**

33. To substitute a Service please send a request to [accreditation@limeculture.co.uk](mailto:accreditation@limeculture.co.uk) and complete a new application form.
34. Substitution requests can be made up until 7 days before the Accreditation Workshop.
35. If you have started the Accreditation Programme, there can be no substitution of your place.



## Deferment / Extension

36. Deferment, or extension of the length of the Programme can only be facilitated where there are exceptional circumstances which prevent a Service from submitting evidence within expected time frames. If a Service wishes to request a deferment / extension they should contact their Accreditation Manager or [accreditation@limeculture.co.uk](mailto:accreditation@limeculture.co.uk) as soon as possible to discuss the grounds for the request.
37. The intention of LimeCulture will always be to facilitate a deferment / extension request provided that the grounds for the request are genuine and unavoidable. LimeCulture will seek to agree with the Service an appropriate length of time to defer the process. However, LimeCulture reserves the right to refuse a request for the following reasons:
  - a. The grounds do not constitute exceptional circumstances
  - b. The length of the deferment / extension requested is excessive
  - c. Availability of alternative approaches that would enable the Service to continue on the current timetable.
38. LimeCulture CIC will not be liable for any losses or expenses, including consequential, arising from any such alterations or amendments to the timetable including where the request is refused.

## Independent Accreditation Programme Workshop and Programme Schedule

39. LimeCulture CIC reserves the right to alter the advertised schedule of Workshops, which may include cancellation of a Workshop.
40. All advertised Workshops require a minimum number of bookings to be placed on each date. Where this number is not reached, we may choose to cancel the Workshop. Where LimeCulture cancels a Workshop, Services with confirmed bookings on that Workshop will be offered alternative dates. If none can be provided then a full refund will be given. If we need to cancel a Workshop then at least 14 days notice will be provided.
41. LimeCulture reserves the right to alter or amend the content of the Workshop or the evidence required to meet the standards without notice in order to continuously provide a high quality evidence based Independent Accreditation Programme.



42. LimeCulture CIC reserve the right to change the venue of the Workshop from that originally advertised by providing 14 days notice.
43. LimeCulture CIC will not be liable for any losses or expenses, including consequential, arising from any such alterations or amendments to the programme content and schedule including cancellation.

### **Acceptable Use of Facilities**

44. In placing a booking you agree to abide by LimeCulture CIC's Acceptable Use Policy relating to the use of training facilities. This policy requires the following:
  - None of LimeCulture CIC's facilities may be used to locate, display or transmit any material which is illegal or offensive
  - LimeCulture CIC's premises are non-smoking (including the use of electronic cigarettes) and all delegates are required to adhere to this policy

### **Exclusion**

45. LimeCulture CIC reserves the right to refuse access to its facilities and premises where there is reason to believe that a Service representative is in breach of these conditions or where a Service representative uses threatening, bullying, harassing or disruptive behaviour towards other delegates or LimeCulture Independent Accreditation Managers. LimeCulture CIC will not be liable for any losses or expense (including accreditation fees and consequential damages) incurred by a Service arising from such an exclusion.

### **Publicity**

46. LimeCulture may take photographs of the Accreditation Workshop and use the images on its website, Twitter, Facebook or blog. If you do not want your image to be used in this way it is your responsibility to notify the facilitators at the start of the Workshop.
47. LimeCulture CIC may use your organisation name or logo on our website as a client of LimeCulture CIC. Information about the accreditation status or participation will not be publicised without express additional permission. If you do not want your organisation name or logo to be used in this way you should email [info@limeculture.co.uk](mailto:info@limeculture.co.uk) to notify us.



## Data Protection Fair Processing notice

48. LimeCulture CIC's Company Registration Number is 07667756
49. We are registered with the Information Commissioner Offices ZA298542
50. Our registered office is at The Coach House, 2a Carr Road, Hale, Cheshire, WA15 8DX
51. LimeCulture CIC collects, holds and processes personal data relating to it's clients. It is essential for it to do so in order to manage its operations and accreditations effectively. Our processes relating to personal data are carried out in accordance with the General Data Protection Regulation, and with our organisational knowledge management policy.
52. The personal data held by LimeCulture CIC is mainly taken from the details provided during the application/registration. Our privacy notice about use of and interaction with our website is available via a link at the bottom of the home page of the website marked 'Terms of Service and Privacy Policy'.
53. LimeCulture adds data that accumulates during and after interaction with LimeCulture CIC. This may include sensitive personal data and could include photographs. We may use this data for marketing purposes.
54. By joining the Workshop you give your consent for LimeCulture CIC to process your personal data collected during registration. In some cases, photographers may be present at workshop. We will also seek and record your consent separately to take photographs.
55. If you want to know what information we hold about you, or opt out of any marketing communications or make any changes to your consent, for example relating to the use of photographs, please email [mydata@limeculture.co.uk](mailto:mydata@limeculture.co.uk)

## Complaints

56. Details of our complaints policy can be found [here](#).
57. These terms and conditions were first published on the 20<sup>th</sup> December 2018.

