

# Independent Accreditation Programme Terms and Conditions



#### Introduction

- 1. The following Terms and Conditions apply to organisations and services enrolling on the Independent Accreditation Programme at LimeCulture Community Interest Company (CIC). The Terms and Conditions apply to the Independent Accreditation Programme for both the Quality Standards for Services Supporting Male Victims/Survivors of Sexual Violence (MQS) and the Quality Standards for Independent Sexual Violence Adviser Services (ISVA QS).
- 2. The Terms and Conditions set out in this document apply for the duration of a service's enrolment on the Independent Accreditation Programme, and encompass both accreditation and reaccreditation processes.

## Joining the Independent Accreditation Programme

- 3. Services must ensure they have read, understood and accepted these Terms and Conditions before enrolling on the Independent Accreditation Programme. By enrolling, a service will be deemed to have read, understood and accepted these Terms and Conditions, and will be entering into a contract with LimeCulture.
- 4. Services should notify LimeCulture of their interest in joining the programme by completing the Expression of Interest form and emailing it to <a href="mailto:accreditation@limeculture.co.uk">accreditation@limeculture.co.uk</a>. On receipt of the form, LimeCulture will make contact to discuss accreditation requirements and associated costs.
- If a service decides to enrol on the programme, this should be confirmed in writing with LimeCulture via e-mail. By submitting this in writing, the service is confirming that it has obtained appropriate management authorisation relating to payment of the fees due. For this reason, applications can only be accepted using official business email addresses. Once this has been received and processed by LimeCulture, the enrolment is classed as confirmed and the Terms and Conditions in this document apply.
- 6. Services will then be sent an enrolment email which includes a self-assessment form and a date for the service's allocated Accreditation Workshop.
- 7. The date of the Accreditation Workshop will determine the start date of the 12-month timeframe within which the service is expected to achieve accreditation. Each service will be allocated an Accreditation Manager after the workshop this manager will be their primary point of contact within LimeCulture's Independent Accreditation Programme Team.
- A service's allocated place(s) on the Accreditation Workshop will be provisional until payment has been received. If the service's organisation relies upon purchase order numbers, this should be emailed to <a href="mailto:accreditation@limeculture.co.uk">accreditation@limeculture.co.uk</a> to enable LimeCulture to issue an invoice for payment and secure the service's space on the allocated workshop.
- 9. Cancellation charges apply should a service decide to cancel, whether or not payment has been received, in accordance with paragraphs 40 to 45 below.

10. LimeCulture strongly encourages services to complete an internal review of their current service provision against the relevant Implementation Guidance prior to attending the Accreditation Workshop, using the provided self-assessment as a guide. If a service is concerned about their readiness to meet any of the required Quality Standards, they should contact LimeCulture at <a href="mailto:accreditation@limeculture.co.uk">accreditation@limeculture.co.uk</a> at the earliest opportunity.

## The accreditation process

- Details of the Accreditation Programme are available on LimeCulture's website <a href="here">here</a>. Services take part in a multi--stage process that incorporates documentary evidence review, action planning, and group interviews with leaders and staff.
- To attain the Quality Mark, services must successfully complete each stage of the programme and provide the required documentary and verbal evidence against all the Quality Standards for the relevant programme within the 12-month timeframe.
- The Accreditation Manager at LimeCulture is responsible for reviewing all the documentary evidence submitted by the service; the responsibility to complete the evidence submissions within the 12-month timeframe lies with the service. A dip sample of standards will be independently audited by a member of the LimeCulture Senior Leadership Team (Management Audit) for every service to ensure transparency, consistency and fairness. Once a service has submitted sufficient documentary evidence to demonstrate compliance with each standard, a date for the group interview session will be agreed.
- If a service believes they will be unable to evidence any of the required standards by the end of the accreditation process, they should contact their Accreditation Manager as soon as possible. The Accreditation Manager will do their best to advise the service but due to the need to retain the independence of the Independent Accreditation Programme will not be able to offer extensive support to services to reach the required standards. Therefore, LimeCulture strongly suggests services make every effort to complete the self-assessment, attend the Accreditation Workshop, and start work on evidence submissions promptly to ensure they can complete the process within the 12-month timeframe.
- Deferment, or extension of the length of the programme can only be facilitated where there are exceptional circumstances which prevent the service from submitting evidence within the 12 months. See paragraph 50 for further information.
- LimeCulture will ensure that two members of the LimeCulture Team attend the group interview session. A decision about whether a Quality Mark can be awarded will be made within two working days of the group interview session.

17. There are three possible outcomes of the Accreditation Programme:

Fully Met	Quality Mark awarded (for a three-year period from the date of the
	Accreditation Workshop)
Met with Conditions	Quality Mark awarded (providing further evidence is submitted
	within a specified time frame)
Not Met	No Quality Mark awarded

- The Quality Mark will only be awarded to those services who have successfully demonstrated that they meet **all** the Standards.
- 19. Once awarded, the Quality Mark will expire three years from the date of the Accreditation Workshop. Therefore, services who take the full 12 months to complete the accreditation process will hold the Quality Mark for two years, whereas services who complete the accreditation process more quickly will hold the Quality Mark for longer. For services that achieve reaccreditation, the Quality Mark will be valid for a further two years from the date of expiry of the previous Quality Mark.
- Services may, at the discretion of LimeCulture, be awarded a Quality Mark with conditions where they 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 that any remaining standards will be fully met within a specified period (usually three months) following the group interview session. These services will be required to provide evidence to the Independent Accreditation Team of full compliance when their implementation plan is complete.
- Where suitable evidence is provided within the agreed timeframe, the condition(s) will be removed and the service's accreditation will be registered as fully met. However, if the evidence is not provided within the agreed timescales, the Quality Mark will be withdrawn.

# Confidentiality and knowledge management

- As part of the accreditation process, services will be required to submit documentary and verbal evidence including service processes, protocols, training information and other relevant documents. LimeCulture understands this information may be proprietary, confidential and business sensitive and remains the intellectual property of the service.
- All evidence (verbal and written) will be held securely in accordance with LimeCulture's Knowledge Management policy from first submission and for as long as the Quality Mark is held. Evidence will be assumed to be confidential and will not be shared outside the Independent Accreditation Programme; however, where LimeCulture identifies areas of best practice, we may seek the service's permission to share for the benefit of other services. This will only be done with the service's express permission.

# **Monitoring quality**

Services who have achieved accreditation will be required to submit monitoring evidence at 12 months and, where applicable, at 24 months from the award date of the Quality Mark. This

evidence will vary according to the requirements for each service, and will be determined by the service's Accreditation Manager. The monitoring will include a self-declaration, and further evidence associated with meeting the conditions of accreditation may also be required. Failure to submit a self-declaration or monitoring data may result in the Quality Mark being removed.

25. Monitoring evidence may also be required outside of the regular monitoring schedule if it comes to the attention of LimeCulture that the service is no longer meeting the relevant Quality Standards.

## **Process for the withdrawal of the Quality Mark**

- In the event a service is unable to demonstrate ongoing compliance with the Quality Standards as set out in paragraphs 24-25 (Monitoring Quality), the Accreditation Manager will contact the service by e-mail to notify them that the Quality Mark risks being withdrawn, and set out the remedial action required to retain the Quality Mark. A deadline for the submission of this evidence will be agreed between the service and the Accreditation Manager, usually no longer than one month.
- 27. Where the accreditation process has been funded by a third party (e.g. a local commissioner), they may, with the knowledge of the service, be informed by LimeCulture of the intention to withdraw the Quality Mark if remedial action is not taken within the relevant time period.
- If the service does not provide the requested evidence by the agreed deadline date, or the evidence requested is insufficient to demonstrate compliance, the Quality Mark will be withdrawn. The service will receive an e-mail from the Accreditation Manager notifying them formally of the withdrawal.
- 29. The service will be expected to remove the Quality Mark from its website and all relevant materials.
- In the event a service does not respond to communications from LimeCulture about the potential withdrawal of the Quality Mark, the Quality Mark may still be withdrawn where all reasonable steps have been taken by LimeCulture to contact the service.
- The Quality Mark can be withdrawn at any point up to and including its expiry date if it comes to the attention of LimeCulture that the service is no longer compliant with the Quality Standards and the process set out above has been followed.

#### Reaccreditation

- Services will be contacted approximately six months prior to the expiry of the Quality Mark with an e-mail invitation to re-enrol on the programme to achieve a further two years accreditation. The invitation will detail the cost of re-enrolling on the programme.
- To be reaccredited, the service will be expected to complete a three-stage process which includes a signed declaration from the Head of the Organisation, a group interview session, and a dip sample of documentary evidence.
- Should the service fail to complete all stages of the process prior to the expiry of their existing Quality Mark, the Quality Mark will be removed.

35. Should a service decide not to re-enrol in the Independent Accreditation Programme, the Quality Mark will expire on the date stated on the accreditation certificate, and all associated branding should be removed from the service's website and publicity material from that date.

#### Making payment

- 36. 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.
- 37. 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.
- LimeCulture's preferred method of payment is by bank transfer, and the relevant details can be found on the invoice.
- 39. All invoices are due for immediate payment and must reach LimeCulture by the date of the Accreditation Workshop unless previously agreed; or, for reaccreditations, within 30 days. If payment cannot be made within this timescale you must contact LimeCulture in writing to let us know. Late payment may incur a late payment charge of 10% and the service may forfeit its space(s) on the Accreditation Workshop.

## Cancellation, refund and substitution policy

- Due to the pre-programme preparation required by LimeCulture, the following cancellation and substitution policy will apply once applications to enrol in the programme have been made.
- 41. Cancellations must be received by LimeCulture in writing.
- More than two weeks prior to an Accreditation Workshop date or one calendar month prior to a scheduled Reaccreditation group interview you may cancel your registration and receive a full refund. Alternatively, for the Accreditation Workshop only, you may request to be transferred to a different workshop or the next offering of the workshop.
- 43. Less than two weeks prior to an Accreditation Workshop date or less than one calendar month prior to a scheduled Reaccreditation group interview, you will be charged the full accreditation/reaccreditation fee. For Accreditation cancellations only: 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 47). An administration fee of £50 will be charged.
- If you fail to attend the Accreditation Workshop or Reaccreditation group interview without notification, or do not submit sufficient evidence to demonstrate that your service meets the Quality Standards, the full accreditation/reaccreditation fee will still be charged. Please note that failure to complete payment or submit evidence does not cancel your enrolment on the Programme.

45. Where a service has started the Independent Accreditation Programme (attended the Accreditation Workshop or participated in the Reaccreditation group interview), there can be no refund.

#### Service substitution and transferability

- To substitute a service, please send a request to <a href="mailto:accreditation@limeculture.co.uk">accreditation@limeculture.co.uk</a> and complete a new Expression Of Interest form.
- 47. Substitution requests can be made up until seven days (five working days) before the Accreditation Workshop.
- 48. Where a service has started the Independent Accreditation Programme, there can be no substitution of place.
- The Quality Mark is not transferable between organisations. If the provider of a service changes at any point during the three-year period of enrolment on the programme, the service will be treated as having withdrawn from the programme, and any Quality Mark awarded will lapse. No refunds will be issued irrespective of how the decision has been made to change service provider.

#### **Deferment or extension**

- Deferment or extension of the length of the programme can only be facilitated where there are exceptional circumstances which prevent a service from achieving accreditation within the 12-month timeframe. If a service wishes to request a deferment or extension, the service should contact their Accreditation Manager as soon as possible to discuss the grounds for the request.
- The intention of LimeCulture will always be to facilitate a deferment or 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:
  - The grounds do not constitute exceptional circumstances
  - The length of the deferment or extension requested is excessive
  - Alternative approaches are available that would enable the service to continue on the current timetable.
- LimeCulture 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.
- If a service fails to complete all stages of the programme within the 12-month timeframe and a deferment or extension has not been granted, LimeCulture reserves the right to remove the service from the programme without refund.

# **Accreditation Workshop**

54. The Accreditation Workshop will take place virtually unless otherwise notified.

- 55. LimeCulture reserves the right to alter the advertised schedule of the Accreditation Workshop, which may include cancellation of a workshop.
- All advertised Accreditation Workshops require a minimum number of bookings to be placed on each date. Where this number is not reached, we may choose either to cancel the workshop or to proceed with the workshop for a single service. 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, we will aim to provide at least 14 days' notice.
- 57. LimeCulture reserves the right to alter or amend the content of the workshop or the evidence required to meet the Quality Standards without notice to continuously provide a high-quality, evidence-based Independent Accreditation Programme.
- In exceptional circumstances, Accreditation Workshops may take place at a physical venue. LimeCulture reserves the right to change the venue of the workshop from that originally advertised by providing 14 days' notice.
- 59. LimeCulture 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.

#### **Exclusion**

60. LimeCulture reserves the right to refuse access to its facilities, including online training and events, 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 any member of the LimeCulture team or other participants. LimeCulture 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**

- 61. LimeCulture may take photographs of the Accreditation Workshop and use the images on its website or social media accounts. 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.
- LimeCulture may use your organisation name or logo on our website as a client of LimeCulture, including through inclusion on the public register of accredited services. Information about 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 notify us at accreditation@limeculture.co.uk.

# **Data Protection Fair Processing Notice**

- 63. LimeCulture CIC's Company Registration Number is **07667756**
- 64. LimeCulture is registered with the Information Commissioner's Office: ZA298542

- LimeCulture's registered office is at The Coach House, 2a Carr Road, Hale, Cheshire, WA158DX
- 66. LimeCulture collects, holds and processes personal data relating to its clients. This is essential for LimeCulture to manage its operations effectively. LimeCulture's processes relating to personal data are carried out in accordance with the General Data Protection Regulation, and with LimeCulture's organisational knowledge management policy.
- The personal data held by LimeCulture is primarily taken from the details provided during the application/registration. LimeCulture's privacy notice about use of and interaction with its website is available via <u>a link</u> on the LimeCulture website home page to the "Terms of Service and Privacy Policy".
- LimeCulture adds data that accumulates during and after interaction with LimeCulture. This may include sensitive personal data and could include photographs. We may use this data for marketing purposes.
- 69. Where photographs are taken, we will seek and record your consent separately.
- 70. If you want to know what information LimeCulture holds about you, 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.

#### **Complaints**

71. Details of LimeCulture's complaints policy can be found here.

## **Updates to the Terms and Conditions**

- These Terms and Conditions were first published on 20 December 2018, and subsequently updated on 10 December 2020, 9 February 2022 and 7 September 2023. This latest update was published on 3 April 2024.
- 73. Services enrolled prior to that date remain subject to the Terms and Conditions in force at the time of their workshop.
- Services enrolling on or after 3 April 2024 including in relation to reaccreditation are bound by these updated Terms and Conditions.