

RNIB Visibly Better Employer

Visibly Better Employer Terms and Conditions for Certification

Background

1. About RNIB Visibly Better Employer

The Royal National Institute of Blind People (“RNIB”) is a charity registered in England under charity number 226227 whose principal office is at The Grimaldi Building, 154a Pentonville Road, London N1 9JE, and runs the RNIB Visibly Better Employer certification scheme which supports organisations to become better and more inclusive employers for people with sight loss.

The RNIB Visibly Better Employer certification is designed to support you to assess your current recruitment and retention practices and give you the tools to ensure you have an accessible environment for people with sight loss. You will be able to assure others by displaying the RNIB Visibly Better Employer Certification logo.

RNIB is very pleased to be working with you to support you to achieve the RNIB Visibly Better Employer Certification

We have agreed to work together to help you achieve this and have set out below the terms of our agreement in Parts 1 and 2 with full details of the certification you are seeking to achieve and how we will support you.

By virtue of your submission of the Assessment Form to RNIB and in consideration of the mutual obligations set out below, you accept that these Terms and Conditions govern your relationship with RNIB in relation to the RNIB Visibly Better Employer Certification from the time of your submission of the Assessment Form.

Part 1 – Visibly Better Employer Terms

1. Your requirements

We have set out below the criteria that you need to meet in order to achieve the standard:

1. Job vacancies need to be advertised on websites and publications that are accessible and user friendly to people with sight loss.
2. The content of your recruitment pack and the process for applying for a job needs to be accessible to people with sight loss.
3. Staff involved in the recruitment and selection of new recruits need to have a basic understanding of sight loss and how it affects people in the workplace.
4. The interview process is accessible to people with sight loss.
5. Employees with sight loss in your organisation have the necessary adjustments in place to allow them to do their job.
6. Employees with sight loss have the same opportunities as other employees to participate in career development programmes and to avail of opportunities for promotion.

Any certification will reflect the review we undertook on the date of our evaluation from your responses to our criteria questions and their subsequent actions. We cannot and do not make any comment on any other aspects of your provisions, activities or accessibility beyond the materials provided to us by you as at the date of our review.

Our assessment will be carried out in accordance with the above criteria and full details can be found on the following RNIB Weblink:

[Visibly Better Employer quality standard - RNIB - See differently](#)

2. RNIB Support

We have agreed to provide you with the following support in order to help you achieve RNIB Visibly Better Employer status.

A. Assessment review:

Once you have completed the RNIB Visibly Better Employer assessment form (“**Assessment Form**”), RNIB will review your evidence against the criteria in the standard.

B. Action planning:

Where there are areas of improvement required in order to

achieve the standard, RNIB will provide you with a full list of actions that you need to take in order to meet each criterion.

C. Resources and Training:

During an agreed period of time, you will then seek to implement the actions. During this period, RNIB will provide you with reasonable support both in meetings and in writing in order to provide you with guidance.

RNIB will provide you with online resources and virtual training where necessary in order to meet the criteria in the standard.

3. The RNIB Certification Award

Once RNIB is satisfied that you have implemented the proposed recommendations, you will be awarded “RNIB Visibly Better Employer Status”. For the avoidance of doubt, in the case of an application being made on behalf of more than one entity, RNIB reserves the right not to award that status to any one or more of the applicants.

If the certification has been achieved, you will be permitted to display the RNIB Visibly Better Employer logo (attached at Schedule 1 to this Agreement) on all your communications that include promotions, internal and external information such as website, letters and other relevant correspondence published by your organisation.

You can display and use the logo for three years from the date of the award on condition that you do not make any changes that could make your recruitment and retention practices less accessible.

At the end of this period, you may request RNIB re-assesses your recruitment practices according to RNIB Visibly Better Employer criteria to ensure the RNIB Visibly Better Employer standards are maintained. If the re-assessment is successful, then your organisation will be granted use of the logo for a further three years on the same conditions. If unsuccessful in satisfying the criteria to maintain the logo, then permission will be removed for this use by your organisation.

If no reassessment takes place, you should stop using the logo.

4. RNIB Certification Benefits

Once you have achieved your certification, you will be granted access to RNIB Visibly Better Employer events by invitation as part of networking,

sharing of good practice and update on resources for employers who have achieved RNIB Visibly Better Employer Status.

5. Costs

RNIB is not charging for our initial assessment of your employment practices. RNIB is relying on your compliance with your obligations under this agreement as your consideration.

6. Agreement Term

This Agreement commences from when you submit the Assessment Form until the expiry of the period of three years following the award of RNIB Visibly Better Employer Status (unless this Agreement is terminated at an earlier date in accordance with its terms).

Part 2 – Legal Terms and Conditions

1. Definitions and Interpretation

1.1 In these conditions the words and expressions have the following meanings:

“Agreement” means the agreement between RNIB and the Customer;

“Assessment Form” means the form referred to at section 2A of Part 1;

“Confidential Information” means any information of a confidential nature (including information relating to the disclosing party's products, operations, processes, plans or intentions, product information, know-how, methodologies, design rights, trade secrets, market opportunities and business affairs) which is disclosed to a party to this agreement by the other party (whether directly or indirectly) under or in connection with this Agreement;

“Control” means the ability to direct the affairs of another, whether by virtue of the ownership of shares, contract or otherwise and **“Controls”** and **“Controlled”** shall be construed accordingly;

"Customer" means the entity, or entities, who has, or have, requested the provision of the Services as identified on the Assessment Form, also referred to as 'you' as referred to in Part 1;

"Effective Date" means the date the Customer submits the Assessment Form;

"Force Majeure" means, in relation to either party, any circumstances beyond the reasonable control of that party (including, without limitation, any strike, lock-out or other form of industrial action);

"Intellectual Property" means patents, inventions, trade secrets and other confidential information, registered designs, copyrights, database rights, design rights, rights affording equivalent protection to copyright, trademarks, service marks, logos, domain names, business names, trade names, moral rights, and all registrations or applications to register any of the aforesaid items, rights in the nature of any of the aforesaid items in any country or jurisdiction, rights in the nature of unfair competition rights and rights to sue for passing-off and any renewals, revivals or extensions of any of these rights;

"Part 1" means the Part 1 of the Visibly Better Employer Terms and Conditions for Certification setting out the Services to be provided to the Customer in relation to the RNIB Visibly Better Certification;

"Services" means the services provided by RNIB to the Customer as set out within these Terms and Conditions and as set out in Part 1;

"Trademark" means the RNIB Visibly Better Logo, "RNIB Visibly Better", as depicted under Schedule 1;

"RNIB Visibly Better Certification" means the certification (if awarded) that the Customer achieves following the provision of the Services;

"Working Day" means any weekday which is not a UK public holiday;

"Work" means any services conducted by RNIB under the Agreement.

- 1.2 Any reference in this Agreement to any statute shall be construed as a reference to it as amended, re-enacted or extended.
- 1.3 Reference to any gender includes the other genders and words denoting the singular include the plural and vice versa. Reference to a "person" includes any individual, firm, unincorporated association, or body corporate.
- 1.4 The headings in this Agreement are for convenience only and shall not affect its interpretation.
- 1.5 In this Agreement (unless the context otherwise requires), the words "including" and "include", and words of similar effect shall not be deemed to limit the general effect of the words which precede them.

2. Basis of Agreement and Term

- 2.1 This Agreement will be on the basis of these Terms and Conditions to the exclusion of all other terms, conditions, provisions and/or statements including any terms and conditions which the Customer purports to apply under any quotation, purchase order, acknowledgement or any other document issued by the Customer (whether introduced or made prior to or subsequent to the Agreement) or which are implied by trade, custom, practice or course of dealing. This is subject to any specific details agreed by the Customer and RNIB in relation to these Services.
- 2.2 This Agreement shall commence on the Effective Date and endure until the expiry of the period of three years following the award of RNIB Visibly Better Certification (unless this Agreement is terminated at an earlier date in accordance with its terms).

3. Service Standards and Warranties

- 3.1 RNIB shall use reasonable endeavours to provide the Services as described in Part 1.

- 3.2 The Customer acknowledges that the primary object of the Royal National Institute of Blind People is the furtherance of its charitable objects, and the provision of the Services is a secondary function. Accordingly, to the extent that RNIB has used reasonable endeavours to meet its obligations as set out under this Agreement, the Customer shall have no claim against RNIB where the Services are not completed on the date(s) and at the time(s) set out in this Agreement.
- 3.3 Each party represents and warrants that:
- 3.3.1 it has full capacity and authority to enter into this Agreement; and
 - 3.3.2 it is not aware of any circumstances which will, or which are likely to, prevent it from complying in full with all of its obligations under this Agreement.
- 3.4 Except to the extent set out in the Agreement, and subject to clause 6, RNIB excludes all warranties, conditions and representations to the maximum extent which is legally allowed. For the avoidance of doubt, no warranty is provided that the Services will enable the Customer to be compliant with any regulations, legislation or other laws or any relevant codes of conduct, including the Visibly Better Accreditation.
- 3.5 Where performance of the Services is dependent upon the Customer performing certain obligations or making information, personnel, facilities and/or equipment available, then subject to clause 6 RNIB shall not be liable to the extent any failure is caused by a failure by the Customer to provide the relevant dependencies.
- 3.6 **RNIB Visibly Better Employer**
- 3.6.1 When it achieves its RNIB Visibly Better Employer Certification, the Customer can use the Trademark and RNIB grants to the Customer a non-exclusive, revocable licence in the United Kingdom to use the Trademark only in relation to the RNIB Visibly Better Employer Certification.

- 3.6.2 The Customer agrees to use the Trademark solely to denote that it has achieved the RNIB Visibly Better Employer Certification and shall ensure to the extent reasonably possible that all use of the Trademark is accompanied by the statement “RNIB Visibly Better is a trademark of RNIB and the RNIB Visibly Better Certification relates only to accessibility testing carried out by RNIB” or with any other statement as notified in writing by RNIB to the Customer.
- 3.6.3 The Customer agrees only to use Trademark and details of its RNIB Visibly Better Certification on its website in conjunction with a hypertext link from its website to the following URL of RNIB’s website: [Visibly Better Employer quality standard - RNIB - See differently](#)
- 3.6.4 The Customer agrees to forthwith discontinue the use of the Trademark or any reference to its RNIB Visibly Better Certification on the expiry of the period it has been granted by RNIB to display the RNIB Visibly Better Certification or on termination of this Agreement.
- 3.6.5 RNIB shall be entitled from time to time to call for evidence from the Customer to satisfy it that the Trademark and the RNIB Visibly Better Certification are being applied in accordance with this Agreement.
- 3.6.6 The Customer shall at all times (notwithstanding the termination of this Agreement) be liable for, indemnify and hold harmless RNIB against any and all liability, loss, damages, costs, legal costs, professional and other expenses of any nature whatsoever incurred or suffered by RNIB arising out of the performance or non-performance by the Customer of this Agreement or resulting from any and all liability claims arising from the Customer’s use of the Trade Mark or the RNIB Visibly Better Certification.

4. Confidentiality

- 4.1 Except as provided by clauses 4.2 and 4.3 of this Agreement, each party shall at all times during the continuance of this Agreement and after its termination:
- 4.1.1 keep all of the other party's Confidential Information confidential and shall not disclose any Confidential Information to any other person; and
 - 4.1.2 not use any of the other party's Confidential Information for any purpose other than the performance of its obligations under this Agreement.
- 4.2 Any Confidential Information may be disclosed:
- 4.2.1 to any professional advisor, provided that such professional advisor owes a duty of confidence similar to that imposed in this clause 4; or
 - 4.2.2 as is required by law;
 - 4.2.3 and subject in the case of clause 4.2.1 to the disclosing party using its best endeavours to ensure that the person in question keeps the same confidential and does not use the same except for the purposes for which the disclosure is made.
- 4.3 Any Confidential Information disclosed by a party to this agreement may be used by the recipient for any purpose, or disclosed by the recipient to any other person, to the extent only that:
- 4.3.1 it is on the date of this Agreement, or becomes public knowledge through no fault of the recipient (provided that in doing so the recipient shall not disclose any Confidential Information which is not public knowledge); or
 - 4.3.2 it can be shown by the recipient, to the reasonable satisfaction of the disclosing party, to have been known to the recipient prior to its being disclosed by the

disclosing party to the recipient and not to be subject to any confidentiality obligation.

5. Force Majeure

5.1 Neither party shall be deemed to be in breach of this Agreement, or otherwise be liable to the other, by reason of any delay in performance, or non-performance, of any of its obligations under this Agreement to the extent that such a delay or non-performance is due to any Force Majeure; and the time for performance of that obligation shall be extended accordingly, provided that the party claiming protection under this clause:

- 5.1.1 notifies the other party promptly upon becoming aware of the Force Majeure, providing reasonable detail regarding the circumstances, effects and likely duration of the Force Majeure to the extent known;
- 5.1.2 keeps the other party informed at reasonably frequent intervals regarding the Force Majeure and any efforts to correct, mitigate or work around its effects; and
- 5.1.3 implements such reasonable workarounds or mitigation strategies, and at all times seeks to fulfil (wholly or partially) its obligations under this Agreement to the greatest extent reasonably practicable.

6. Liability

6.1 This clause sets out each party's entire liability arising out of this Agreement and the performance or non-performance of its obligations under this Agreement whether such liability arises in contract, tort, statute or otherwise, in law, equity or otherwise or is direct, indirect, special, consequential or otherwise.

6.2 Nothing in this Agreement shall limit a party's liability for:

- 6.2.1 death or personal injury caused by its negligence;
- 6.2.2 fraud, including fraudulent misrepresentation; or

- 6.2.3 any other form of liability which cannot lawfully be limited or excluded.
- 6.3 Subject to clauses 6.1 and 6.2, neither party shall be liable for any indirect, consequential or special losses, costs, claims, damages or other expenses, (in each case whether such liability arises in contract, tort, statute or otherwise, in law, equity or otherwise).
- 6.4 Subject to clauses 6.1 and 6.2, neither party shall be liable for any of the following categories of loss, in each case whether the loss is direct, indirect, special, consequential or otherwise:
 - 6.4.1 loss of profit;
 - 6.4.2 loss of business;
 - 6.4.3 loss of opportunity;
 - 6.4.4 loss of savings;
 - 6.4.5 loss of data;
 - 6.4.6 loss of goodwill; or
 - 6.4.7 any other economic loss.
- 6.5 Subject to clauses 6.1 and 6.2, each party's maximum aggregate liability shall be 100% of the total of any Fees paid to RNIB for the Services.
- 6.6 The Customer acknowledges that RNIB, as a charitable institution, is engaged in Service provision in furtherance of its objects, and not solely from a profit motive. Accordingly, the Customer agrees that the limitations on RNIB's liability set out in this Agreement are reasonable having regard to the circumstances and the need to protect RNIB's other charitable activities from exposure to high value claims. The Customer agrees to insure itself against these risks in accordance with clause 7.

7. Insurance

- 7.1 From the Effective Date of this Agreement the Customer shall maintain in force full and comprehensive insurance policies to protect the Customer against the potential for any delay or failure in the provision of the Services.

8. Termination

- 8.1 Either party shall be entitled to terminate this Agreement immediately by written notice to the other if:
- 8.1.1 the other party has committed a material breach, and if such material breach is capable of remedy, has failed to remedy the default within 30 Working Days of receiving a notice specifying the default and requiring its remedy;
 - 8.1.2 the other party has failed to pay an undisputed amount due under this Agreement, and has failed to remedy the default within 15 Working Days of receiving a notice specifying the default and requiring its remedy;
 - 8.1.3 the other party is unable to pay its debts as they fall due within the meaning of section 123 of the Insolvency Act 1986 or if any step or proceeding is taken or made with regard to it for:
 - 8.1.3.1 a voluntary arrangement or composition or reconstruction of its debts;
 - 8.1.3.2 its winding-up or dissolution;
 - 8.1.3.3 the appointment of a liquidator, trustee, receiver, administrator, administrative receiver or similar officer of it or the whole or any part of its undertakings, assets, rights or revenues; or
any similar step or proceeding is taken or made in any jurisdiction to which it is subject.
Neither party shall be entitled to terminate this Agreement pursuant to this clause 8.1.3

where a resolution by the other or court order that the other be wound up is for the purpose of a bona fide reconstruction or amalgamation.

- 8.2 Any waiver by either party of a breach of any provision of this Agreement shall not be considered as a waiver of any subsequent breach of the same or any other provision of this agreement.

9. Consequence of Termination

- 9.1 Upon the termination of this Agreement for any reason:
- 9.1.1 any right of action or remedy which shall have accrued, or shall afterwards accrue, to either party shall not be prejudiced or affected;
 - 9.1.2 the licences and rights granted pursuant to clause 5 shall immediately terminate;
 - 9.1.3 each party shall within 30 days send to the other party, or otherwise dispose of in accordance with the directions of that other party, all Confidential Information and all property of that other party of whatever nature;
 - 9.1.4 the provisions of any clauses which are expressly or impliedly intended to continue shall continue in force;
 - 9.1.5 subject as otherwise provided in this Agreement and to any rights or obligations which have accrued prior to termination, neither party shall have any further obligation to the other under this Agreement.

10. Anti-Corruption Provisions

- 10.1 The Customer shall:
- 10.1.1 comply with (i) all applicable laws, statutes, regulations and codes relating to anti-bribery and anti-corruption including (without limitation) the Bribery Act 2010 and

the Money Laundering Regulations 2007; and RNIB's Anti-bribery Policy as updated from time to time; (together the "Relevant Requirements");

- 10.1.2 not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 (the "2010 Act") if such activity, practice or conduct had been carried out in the UK;
- 10.1.3 maintain in place its own policies and procedures to ensure compliance with the Relevant Requirements and will enforce them where appropriate;
- 10.1.4 promptly report to RNIB any request or demand for any undue financial or other advantage of any kind received by the Customer in connection with the performance of this Agreement; and
- 10.1.5 within two (2) months of the Effective Date, and annually thereafter, certify in writing to RNIB compliance with this clause 10 by the Customer and all persons associated with it. The Customer shall provide such supporting evidence of compliance as RNIB may reasonably request.

10.2 The Customer shall ensure that any person associated with it in connection with this Agreement does so only on the basis of a written contract which imposes on, and secures from, such person terms equivalent to those imposed on the Customer in this clause 10 ("Relevant Terms"). The Customer shall be responsible for the observance and performance by such persons of the Relevant Terms and shall be directly liable to RNIB for any breach by such persons of any of the Relevant Terms.

10.3 Breach of this clause 10 by the Customer shall be deemed a non-curable material breach.

11. Nature of Agreement

11.1 RNIB may, by written notice to the Customer, assign, novate, sub-contract or otherwise transfer this Agreement and the rights

and obligations under this Agreement, and the Customer hereby consents to any such assignment, novation, sub-contracting or other transfer.

- 11.2 This Agreement is personal to the Customer, which may not without the prior written consent of RNIB, assign, mortgage, charge or dispose of any of its rights, or otherwise delegate any of its obligations under this Agreement.
- 11.3 This Agreement appoints RNIB to provide the Services as an arm's-length contractor the Customer. Nothing in this Agreement shall create, or be deemed to create, a partnership or the relationship of employer and employee between the parties.
- 11.4 This Agreement contains the entire agreement between the parties with respect to its subject matter, supersedes all previous agreements and understandings between the parties with respect to that subject matter, and may not be modified except in writing signed by the duly authorised representatives of the parties.
- 11.5 Each party acknowledges that, in entering into this Agreement, it does not do so on the basis of, and does not rely on, any representation, warranty or other provision except as expressly provided in this Agreement.
- 11.6 If any provision of this Agreement is determined by legal authority to be void or unenforceable in whole or part, the rest of this Agreement and the remainder of the affected provision shall remain in force.

12. Notices and Service

- 12.1 Any notice to be given under this Agreement must be in writing and may be hand-delivered, sent by prepaid post, or email to the party to be served at the address for that party given in this Agreement, or another address for service as that party may notify to the other.
- 12.2 Any item shall be deemed served: if delivered, at the time of delivery; if posted, 48 hours after posting; if sent by email, at the

time of successful transmission as evidenced by a successful transmission receipt.

13. Change Control

13.1 To vary this Agreement , either Party shall notify the other party, providing such details of the change as it is able to (a "Change Request"), and the parties shall then agree any such changes in writing.

14. Third Party Rights

14.1 The Agreement is made for the benefit of the parties and their successors and permitted assigns and are not intended to benefit or create any right enforceable by any other person (whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise).

15. Governing Law and Jurisdiction

15.1 This Agreement shall be governed by the laws of England and each party hereby submits to the exclusive jurisdiction of the English courts.

15.2 Nothing in this Agreement shall prevent either party bringing an action in any jurisdiction:

15.2.1 for injunctive relief or specific performance (or any similar remedies) in connection with any Intellectual Property infringement or any breach of confidence; or

15.2.2 to enforce any judgement previously awarded by the English courts.

Schedule 1:

R N I B

Visibly Better

Employer