



Fair Employment Charter – Conditions of Membership

1. DEFINITIONS

‘Application’ means the formal application for Membership to the Fair Employment Charter, completed by or on the behalf of the applicant to the Fair Employment Charter

‘Approved Charter Member’ means an organisation accredited with Fair Employment Charter status;

‘Change of Control’ means the sale of all or substantially all the assets of an Approved Charter Member; any merger, consolidation or acquisition of an Approved Charter Member with, by or into another corporation, entity or person, or any change in the ownership of more than fifty percent (50%) of the voting capital stock of an Approved Charter Member in one or more related transaction;

‘Confidential Information’ means any information which has been designated as confidential by either Party in writing or that ought to be considered as confidential (however it is conveyed or on whatever media it is stored) including information which would or would be likely to prejudice the commercial interests of any person, trade secrets, intellectual property rights, know-how of either party and all personal data and sensitive data within the meaning of the Data Protection Legislation.

‘Combined Authority’ means the Liverpool City Region Combined Authority; the operators of the Fair Employment Charter, of No 1 Mann Island Liverpool L3 1BP as well as its employees, agents, subcontractors and assignees;

‘Data Protection Legislation’ means any data protection legislation from time to time in force in the United Kingdom including the Data Protection Act 2018 or any successor legislation;

‘Fair Employment Charter’ refers to the Combined Authority Fair Employment Charter (“Charter”) which welcomes organisations of all sizes to be part of the Charter with the aim of making our region, the fairest, most equitable place in the country to work or run a business in;

‘Key Principles’ – refers to the 4 principles of the Charter which include, Healthy, Fair, Inclusive and Just as set out in Appendix 1;

‘Logo’ – the Combined Authority’s Fair Employment Charter Logo in Appendix 2

‘Panel’ – is the group of individuals who will provide strategic guidance and advice to the Combined Authority on good employment matters. The Panel members will consist of Private Sector, Public Sector, Third Sector, Employee Representatives, Professional Input and a Chairperson.

‘Review Date’ means the date when the Approved Charter Member will be required to provide evidence that it still meets the criteria of Fair Employment Charter membership to the Combined Authority’s satisfaction in order to maintain the charter Status Level;

Status Level – this refers to the level of status which the Approved Charter Member has been awarded as part of the Fair Employment Charter these include “Aspiring” “Accredited” and “Ambassador” level.

2. General Conditions

2.1 The Fair Employment Charter will only be available to current applicants and only valid within the Liverpool City Region which includes, Knowsley, Liverpool, Sefton, St Helens, Wirral and Halton. The Fair Employment Charter membership is not transferrable.

2.2 The Approved Charter Member’s Fair Employment Charter membership will be valid for two years after which time the Approved Charter Member must provide supporting evidence to

demonstrate its compliance against each of the Key Principles by the Review Date to the Combined Authority's satisfaction in order to maintain the charter Status Level.

- 2.3 The Combined Authority may stop providing the Fair Employment Charter at any time. The Combined Authority will provide notice as soon as reasonably practicable in advance of its discontinuation of the Charter.
- 2.4 The Combined Authority provides the Approved Charter Member with a non-exclusive, non-transferable licence to use the Logo to promote its adherence to the Charter for the period of time it remains an approved member.
- 2.5 The Approved Charter Member agrees and acknowledges that all intellectual property rights in the Logo and/or in any mark or phrase produced in relation to the Charter belong to the Combined Authority.
- 2.6 The Approved Charter Member shall not use any other trademarks confusingly similar to the Logo and shall not use the Logo as part of its publicity and/or corporate trading name except as authorised by the Combined Authority and in accordance with any associated guidelines provided to the Approved Charter Member from time to time.

3. Data Protection and Confidentiality

- 3.1 The Approved Charter Member's personal information will be used by the Combined Authority to administer the Fair Employment Charter and for no other purpose.
- 3.2 The information which the Approved Charter Member provides to the Combined Authority about its business under each of the 4 principles of the Charter will be kept confidential and only used to determine the Status Level to which it is awarded.
- 3.3 The Approved Charter Member shall keep confidential all Confidential Information of the Combined Authority obtained under or in connection with this Agreement and shall not:
 - 3.3.1 divulge the same to any third party without the prior written consent of the Combined Authority; and
 - 3.3.2 use such Confidential Information except for the purpose of performing its obligations under this Agreement.
- 3.4 The Approved Charter Member's information will be shared with the Panel for the purposes of administration of the Charter. Online submission details are securely stored and under strict access control. The Combined Authority will process personal information in a responsible, secure and transparent way in compliance with Data Protection Legislation. For full details please see our [Fair Processing Notice](#).

4. Complaints Procedure

- 4.1 If you have any questions or complaints about the Fair Employment Charter please contact us as soon as possible. You can write to us at Liverpool City Region Combined Authority, PO Box 1976, Liverpool, L69 3HN or email fairemployment@liverpoolcityregion-ca.gov.uk and the Combined Authority will aim to respond and resolve the issue as soon as reasonably practicable.
- 4.2 If any dispute arises under the Agreement then both Parties shall endeavour to resolve the issue amicably. However in the event of failure to do so within a reasonable time then either Party may refer the matter to the Panel as a means of resolving the dispute.

5. Termination

- 5.1 Either party shall be entitled to terminate this Agreement upon 28 days notice in writing to the other party.
- 5.2 Either party may terminate this Agreement forthwith on written notice if the other party fails to observe or perform any of the conditions on its part to be observed and performed and in the event of a failure capable of being remedied fails to remedy the breach within 14 days of receipt of notice thereof in writing. The Combined Authority shall not be liable for any

expenses incurred by the Approved Charter Member subsequent to the termination of this Agreement.

5.3 The Combined Authority may terminate this Agreement at any time on written notice effective immediately if:

- 5.3.1 the Approved Charter Member does not within a reasonable time of request, provide the Combined Authority with information that it requires to renew its membership within the Fair Employment Charter;
- 5.3.2 ceases or threatens to cease to comply with any or all of the 4 Key Principles;
- 5.3.3 in its sole discretion it considers that any action taken by the Approved Charter Member brings or may bring the Fair Employment Charter or the Combined Authority into disrepute or cause any adverse publicity;
- 5.3.4 the Fair Employment Charter ceases, is suspended, is withdrawn or modified;
- 5.3.5 the Approved Charter Member shall become insolvent or bankrupt or makes an arrangement with its creditors to go into liquidation whether compulsory or voluntary;
- 5.3.6 there is a Change of Control of the Approved Charter Member
- 5.3.7 there is any misuse of the Logo or breach of 2.4 or 2.6.
- 5.3.8 the Approved Charter Member or any person employed by them or acting on its behalf shall have:
 - 5.3.8.1 committed an offence under the Prevention of Corruption Acts 1889-1916; or
 - 5.3.8.2 committed an offence under the Bribery Act 2010; or
 - 5.3.8.3 shall have given any fee or reward the receipt of which is an offence under Section 117 of the Local Government Act 1972.

5.4 Upon completion or termination of this Agreement for any reason the Approved Charter Member shall immediately:

- 5.4.1 cease to refer to itself as a Fair Employment Charter Member and at the Combined Authority's request either deliver to the Combined Authority or destroy all files (including computer files) documentation correspondence specifications paper reports and any property relating to the Fair Employment Charter or belonging to the Combined Authority which may be in its possession or under its control;
- 5.4.2 cease to use the Logo on any materials in any form including printed or electronic material including on any websites.

5.5 Upon completion or termination of this Agreement for any reason the Combined Authority shall within 30 days:

- 5.5.1 remove the Approved Charter Member's personal data from its databases.

6. Liability

- 6.1 The Approved Charter Member shall be liable for and shall pay and make good to the Combined Authority and all other persons or parties legally entitled to all losses damages costs charges and expenses whatsoever they or any of them may incur in consequence of entering such agreement.
- 6.2 This Clause 6 sets out the entire financial liability of the Parties (including any liability for the acts or omissions of their respective employees, agents and subcontractors) to each other in respect of:

- 6.2.1 any breach of this Agreement; and
- 6.2.2 any representation, statement or tortious act or omission (including negligence) arising under or in connection with this Agreement.
- 6.3 The Parties total liability under this Agreement shall not exceed £1,000,000 for each and every claim.
- 6.4 The Combined Authority shall not be liable to the Approved Charter Member for any losses caused by delays as a result of technical reasons or events that are outside of the Combined Authority's reasonable control,
- 6.5 The Combined Authority shall not be liable to the Approved Charter Member for:
 - 6.5.1 loss of profits;
 - 6.5.2 loss of anticipated profits;
 - 6.5.3 loss of revenue;
 - 6.5.4 loss of goodwill;
 - 6.5.5 business interruption or delay;
 - 6.5.6 economic loss;
 - 6.5.7 indirect losses;
 - 6.5.8 consequential losses;
- 6.6 Neither Party limits or excludes its liability for:
 - 6.6.1 fraud or fraudulent misrepresentation;
 - 6.6.2 death or personal injury caused by its negligence (or the negligence of its personnel, agents or subcontractors);
 - 6.6.3 any other liability for which may not be limited under any applicable law.

Appendix 1

Fair Employment Charter Key Principles:

Healthy

Healthy workplaces are productive workplaces that are safe for those working in them, whilst recognising the importance of mental and physical health inside and outside of the workplace.

We commit to **safe workplaces supporting a healthy workforce:**

We will do this by...

WE WILL DO THIS BY;	A COMMITMENT TO ENSURING A SAFE AND HEALTHY WORKING ENVIRONMENT WHETHER IN THE WORKPLACE, ON THE ROAD OR IN THE HOME
Aspiring	Demonstrate compliance with baseline H&S requirements. Audit homeworking and other policies and engage workforce in developing approach
Accredited	Meet ACAS guidance on safe working. A dedicated Homeworking and/or travel policy. Demonstrate commitment to specific H&S work for example measures to keep staff and customers COVID safe.

WE WILL DO THIS BY;	UNDERSTANDING THE IMPORTANCE OF MENTAL AND PHYSICAL HEALTH TO WELLBEING AND PRODUCTIVITY. FLEXIBLE WORKING AVAILABLE TO SUPPORT WORK-LIFE BALANCE AND COMMUNITY OR CARING COMMITMENTS.
Aspiring	Demonstrate an understanding of the importance of mental health in the workplace. Audit practices to comply with fair hours approach.
Accredited	Dedicated workplace Mental health policy with employees supported to identify and access available and appropriate services. Compliance with Fair pay and fair hours requirements.

Fair

Fairly paid, secure work is the foundation of good work and good workplaces. We commit to **Fair pay and fair hours:**

WE WILL DO THIS BY;	A DEFINED SET OF HOURS AVAILABLE TO EACH WORKER, WITH MINIMAL USE OF UNSTABLE AND TEMPORARY CONTRACTS AND FLEXIBLE WORKING TO SUPPORT PRODUCTIVITY AND WELLBEING INSIDE AND OUTSIDE OF WORK.
Aspiring	Audit practices to identify any atypical contracts and consider how and whether they are needed.
Accredited	Meet ACAS code of practice on handling Flexible Working Requests. Take measures to minimise unnecessary use of unstable and temporary contracts outside of defined and specific circumstances, Including regular reviews of these contract types, defined notice periods for working hours and referencing flexible working in job adverts.

WE WILL DO THIS BY;	FAIR PAY, OFFERING REAL LIVING WAGE OR ABOVE AND A COMMITMENT TO SUPPORTING LOCAL PARTNERSHIP AND CO-OPERATION IN LIVERPOOL CITY REGION.
Aspiring	Identify those paid below Real Living Wage and put plans in place to work towards achieving the level of Real Living Wage.
Accredited	Pay Real Living Wage or above to employees, and work with defined contractors in identifying and planning achievable actions to develop a plan to pay Real Living Wage for this defined group

Inclusive

Good businesses and a successful economy can only be built if the talents of all are recognised and supported, barriers understood and removed, and talent maximised. We commit to **Inclusive workplaces that support staff to grow and develop:**

WE WILL DO THIS BY;	A RECOGNISED DIVERSITY EQUALITY AND INCLUSION POLICY REPRESENTING ALL PROTECTED CHARACTERISTICS AND PROACTIVE COMMITMENT TO INCLUSIVITY AND DIVERSITY IN RECRUITMENT AND RETENTION.
Aspiring	Undertake an Equality audit of staff and work towards improvements.
Accredited	Meet ACAS guidance on E&D. Give evidenced examples of action taken to improve equality, diversity and inclusion which may include targeted recruitment, creating career pathways, and promoting staff voice through support networks.

WE WILL DO THIS BY;	THE CHANCE TO ACCESS TRAINING SO THAT STAFF CAN PERFORM, DEVELOP AND MANAGE POSITIVELY AND EFFECTIVELY WITH PROCEDURES TO RECOGNISE AND SUPPORT PERFORMANCE THAT INVOLVE AND ARE SUPPORTED BY STAFF.

Aspiring	Plan to meet ACAS guidance on appropriate performance management and training policies.
Accredited	Meet ACAS Guidance. A Training plan which includes organisational induction and ensures all staff and managers receive appropriate training during paid time to enable them to do their job effectively, with development opportunities to support aspirations for progression.

Just

Workplaces that offer opportunities for all, a collective voice for all staff, and support the next generation to prosper underpin a more just present and an even better future for Liverpool City Region.

We commit to **a voice for staff to help deliver justice in the workplace with opportunities available for young people:**

WE WILL DO THIS BY;	AN INDEPENDENT VOICE FOR STAFF IN THE WORKPLACE WITH TRADE UNION RECOGNITION AND MEMBERSHIP ENCOURAGED AND VALUED
Aspiring	Inform staff of their right to join a Trade Union and be willing to offer fair access to Trade Unions
Accredited	Engage with Trade Unions representing their staff and respond to requests for recognition where this does not exist

WE WILL DO THIS BY;	BUILDING A FAIR FUTURE THROUGH OPPORTUNITIES, APPRENTICESHIPS AND WORK EXPERIENCE FOR YOUNG PEOPLE
Aspiring	Offer work experience where possible and actively consider the benefits of apprenticeships or similar opportunities for young people
Accredited	Have a policy on work experience with a record of delivering opportunities for young people, and delivering apprenticeships where this is appropriate

Appendix 2

Fair Employment Charter Logo

