

## **East Grinstead Padel Club General Conditions of Use**

This document contains the following policy information:

### **General Conditions of Use Policy**

### **Diversity and Inclusion Policy**

### **Code of Conduct and Safeguarding Policy**

By using our facilities, you agree to the terms and conditions set out in this document.

Provision of Padel courts is provided exclusively by East Grinstead Padel Limited ("EGPL"). These are the terms and conditions you agree to enter into with EGPL when renting a Padel court.

## **General Conditions of Use**

### **1. Introduction and definitions**

- a. "the Company" means East Grinstead Padel Ltd (EGPL) which provides the Club and its facilities for the benefit of the Members;
- b. "the Club" means "East Grinstead Padel "; "Member" means a member of the Club;
- c. "Rules" mean the terms and conditions of membership set out below.
- d. It is a condition of membership that Members agree to pay the fees referred to in Rule (2.) and agree to be bound by these Rules.
- e. These Rules may be changed, amended, revoked or added to from time to time by the Company, without prior notification to Members. Any such variations will be updated on the website.
- f. The Company has created these Rules for the mutual enjoyment of the Members and guests. The enforcement of these Rules is for the good of all Members.
- g. No Member or guest will be judged on the basis of their race, gender, marital/civil partnership status, age, disability, religion or belief, colour, national origin or sexual orientation.

### **2. Membership and fees**

- a. Members must be at least 10 years of age.
- b. Monthly memberships run from the 1st of each month or part thereof and are payable in advance.
- c. Annual memberships and those of a longer duration are payable in advance with the full amount to be paid prior to membership start date.
- d. Payment of monthly membership must be made by Direct Debit from a UK bank account or with a tokenised debit/credit card. Monthly instalments and additional monthly charges are debited on the 1st (or within the next 2 working days) of each month.
- e. Members should ensure that the Club is informed of their up to date contact details.
- f. All communications shall be presumed to have been received within 5 days of the postmarked date, or 'sent' date if via email.
- g. All membership fees are reviewed periodically and members will be notified of any changes by email or by post giving one full calendar months' notice.
- h. Membership is at the discretion of the Company.
- i. Membership requires a passport-style or similar photo to be on the individuals' profile in the Company's management platform
- j. Membership is non-transferable and non-refundable.
- k. If any monthly fees or charges incurred are not paid when they fall due, the company reserves the right to temporarily refuse the member access to courts and new bookings until such time as full payment has been made.
- l. If any fees or charges incurred are not paid within 30 days after they are due, the club shall have the right to demand payment in full and access will be restricted until such time as the fees have been settled in full
- m. If such amounts are not paid within a further 14 days after such demand, membership shall be terminated and the Club may pursue any rights it may have to recover the unpaid amount.
- n. The Club reserves the right to refer any missed payments to a debt collection agency and will charge a fee in respect of failed subscription payments and/or collection letters sent in respect of unpaid amounts.
- o. Should membership be terminated for any reason, no refund of admin fees, monthly fees or other fees shall be issued.
- p. To re-join the Club after a termination of membership, any unpaid subscriptions must be cleared, a new membership agreement completed and the prevailing admin fee may be charged.

### **3. Use of facilities and services**

- a. The Club opening hours are subject to change without prior notice.
- b. The Club's premises or any part thereof may be closed, without notice, in order to; execute repairs, alterations, accommodate external events, re-decorations or otherwise, to facilitate Club programmes or on certain holidays.
- c. The Company reserves the right to refuse entry to the Club's premises at its absolute discretion.
- d. The fee for hire of Padel courts is payable to EGPL and does not grant any right to use the other facilities or the clubhouse at East Grinstead Sports Club (EGSC). The rental of Padel courts only allows use of the specified Padel court. East Grinstead Sports Club is a facility open to the public as a community sports club. This includes, amongst other benefits, inter alia, use of changing rooms, toilet facilities and the bar. These facilities are owned by East Grinstead Sports Club Limited and leased to Acorn Health and Leisure Limited which operates East Grinstead Sport Club as principal in providing the facilities to users.
- e. Use of Club facilities is at the Member's or guest's own risk and under their own medical advice.
- f. It is the Member's or guest's responsibility to ensure that they are capable of undergoing any activity within the Club.
- g. Whilst every effort has been made to ensure the accuracy of the coaching and class programme, the management reserves the right to cancel or reschedule classes after publication and at short notice. The programme may be amended during public holidays.
- h. Members should dress appropriately in sports or casual attire at all times
- i. Members must at all times wear appropriate and clean footwear on the courts.
- j. Appropriate attire must be worn in the restaurant and/or any interior and exterior areas. Footwear must be worn at all times
- k. Smoking and the use of electronic cigarettes is not permitted anywhere in court areas, under the canopies or in the club shop.
- l. Only food purchased from the club should be consumed within the club. No alcoholic beverages or drugs of any kind may be brought into the Club.
- m. Members or guests shall not use the Club's facilities whilst under the influence of alcohol or drugs. In the event they do so, this is entirely at their own risk and may be asked to leave the premises.
- n. Mobile phones may be used for phone calls in all areas of the club excluding wet areas, if done discreetly and in a non-disruptive manner.
- o. The use of professional photography or videography equipment is prohibited. Photography and filming is prohibited in all changing rooms and wet areas.
- p. In the interest of safety, no glass container may be taken beyond the pedestrian access gate from the Lookout Bar to the court area or changing area.
- q. Members should be considerate of others; loud or abusive language will not be tolerated.

### **4. Liability**

- a. Neither the Club nor the Company will accept liability for any damage or loss to a Member's or guest's personal property brought into the Club's premises.
- b. All activities and treatments are taken at the Member's or guest's own risk.
- c. Neither the Club, the Company nor their staff and agents shall be liable for personal injury sustained by Members or their guests whilst on the Club's premises.
- d. Members or guests who suffer an accident or injury on the Club premises must report the accident or injury and the circumstances in which it occurred to the Duty Manager immediately following the accident or injury.

### **5. Members' health and safety warranty**

- a. Members and guests must warrant and represent that they are in good physical condition and capable of engaging in exercise and playing padel.
- b. The Member shall not use any Club facilities whilst suffering from any infectious or contagious illness, disease or other ailment or whilst suffering from a physical ailment where there is a risk that such use may be detrimental to the health, safety, comfort or physical condition of other Members.
- c. We recommend that before using the club you familiarise yourself with the fire exits and emergency routes in case of evacuation. Please note that employees are NOT required to "seek & search" the building. Therefore it is the responsibility of each individual to follow the relevant instructions.

### **6. Data protection**

- a. Your data privacy and security are important to us. Please refer to our Privacy Policy which explains how we collect, store and handle your personal data.

## **7. Cancellation of membership**

- a. Monthly membership cancellations must be received by the 1st of each & every month, however cannot be submitted in the same month as joining.
- b. A full calendar month's payment is required which means a minimum of one month and a maximum of 2 months final payment will be necessary depending on the date the cancellation form is received. For example, if a cancellation form is received on the 1st May, only May will be due, however if received on 2nd May both May and June will be due.
- c. Requests for cancellation must be made on a cancellation form available from our club receptions or can be emailed to you. You will receive an email confirmation within 2 working days – until you receive this email the cancellation will not be valid.
- d. Membership cannot be amended whilst in the notice period. Verbal instructions to amend or cancel a membership cannot be accepted, all requests must be in writing using the Contact Us form on the website or by email to [membership@eastgrinsteadpadel.co.uk](mailto:membership@eastgrinsteadpadel.co.uk).
- e. All member benefits that are in place at point of termination will be removed from the account and are non-redeemable. Monthly fees and/or prepaid fees are not refundable.
- f. Ex-members wishing to re-join the club will be asked to pay a joining fee plus any unpaid balance from the previous membership.
- g. The Company shall have the right to suspend or withdraw Club privileges or membership from any Member who, in their opinion, has abused privileges or conducted himself or herself in a manner deemed detrimental to the Club staff or its Members. Such expulsion or suspension shall become effective immediately and no reimbursement will be issued to such Member of the pro-rated portion of their unused monthly fees. There will be no refund of the joining fee. The Company's decision in these matters is final
- h. The Manager or a designee shall have complete charge of the Club whilst on duty. Members may be suspended or expelled from the Club immediately if they display conduct which is, or is likely to be in the sole opinion of the Company, injurious to the character of the Club or the interests of the Members and staff, or if they commit a serious or repeated breach of these Rules, in particular where amounts owing to the Company are unpaid.
- i. An expelled Member forfeits all the privileges of the membership and all rights against the Company. An expelled Member will not be entitled to any refund of their joining fee or subscription and must pay all amounts owed to the Company forthwith.

## **8. CCTV**

- a. Closed circuit cameras operate throughout the Club (except in the changing areas) see our Privacy Notice for more information.
- b. Any unlawful activity within the Club may be reviewed for possible legal action.

## **9. Standard complaints procedure**

- a. Members are encouraged to give feedback, they can either do this by emailing the membership team on [membership@eastgrinsteadpadel.co.uk](mailto:membership@eastgrinsteadpadel.co.uk) who will ensure it makes its way to the right person in order to respond, or by speaking to the club team when in the club, who will do the same.

## **10. General**

- a. The Company may assign the benefit of the Membership Agreement to a third party at any time without notice to the Member. A person who is not party to the Membership Agreement has no rights under the Contracts (Rights of Third Parties) Act 1999 to rely upon or enforce any term of the Membership Agreement. The Company may communicate with the Members via electronic mail ("email") and/or by WhatsApp or SMS as set out in our Privacy Notice.

## **11. Club credit**

- a. Any credit added to a membership account can only be redeemed at East Grinstead Padel. It cannot be exchanged wholly or in part for cash. The Club reserves the right to amend/withdraw the validity of credit without prior notification.
- b. Credit is non-transferable.
- c. Member credit is valid for 1 year.
- d. Please mention credit at time of booking

This Policy sets out our commitment and includes our Safe and Inclusive Standards, Code of Conduct, and Reporting Procedure in supports of our overall aims for diversity and inclusion that are to ensure that:

- Padel is diverse and inclusive
- Diversity and inclusion are core tenants of our club ethos.
- We take a proactive approach using positive action to ensure that communities and individuals are valued and able to achieve their full potential.

To achieve these aims we believe that everyone involved in padel has a vital role to play in promoting diversity and inclusion and we ask everyone to proactively promote Safe and Inclusive padel, taking action against all forms of discrimination. We are proud to have a Diversity and Inclusion Policy that demonstrates our commitment to making padel diverse and inclusive. The commitment to Diversity and Inclusion is upheld by the LTA.

Together we can make a positive difference to people from different backgrounds to participate in padel at our club.

## **1. Policy Statement**

This Diversity and Inclusion Policy, Standards, Code of Conduct and Reporting Procedure are applicable to East Grinstead Padel and is based on similar policies of:

- The Lawn Tennis Association (LTA)
- Tennis Scotland
- Tennis Wales
- The Tennis Foundation
- Padel United.

As a club we aim to promote the growth of padel in a manner that is safe, inclusive, and fair. This applies regardless of a person's age, disability, gender reassignment status, sex, marital or civil partnership status, pregnancy or maternity, race, sex, sexual orientation, religion, race or sexual orientation, socio-economic status or any other background.

We recognise that many concerns and/or disclosures may have both safeguarding and diversity and inclusion elements to them. This policy reflects this through its reporting procedures, which replicate the safeguarding concern reporting procedures. This Policy strives to minimise risk and support our venue, programmes, events and individuals to deliver and experience a positive padel experience for everyone. For a copy of our reporting procedures, please email [director@eastgrinsteadpadel.com](mailto:director@eastgrinsteadpadel.com)

## **2. Use of Terminology**

We have adopted the following definitions to explain our approach to diversity and inclusion in tennis:

- Discrimination – treating someone in a less favourable way and causing them harm, because of their age, disability, gender reassignment, marriage or civil partnership, pregnancy or maternity, race, religion or belief, sex or sexual orientation
- Diversity – acknowledging, celebrating and respecting the differences between groups of people and between individuals. We will work to ensure that people can be assured of an environment in which their rights, dignity and individual worth are respected, and in particular that they are able to enjoy their sport without the threat of intimidation, victimisation, harassment or abuse.
- Harassment – unwanted conduct related to a relevant protected characteristic, which has the purpose or effect of violating an individual's dignity or creating an intimidating, hostile, degrading, humiliating or offensive environment for that individual or creates an intimidating, hostile, degrading, humiliating or offensive environment in general. The focus is on the perception of the victim not the intent of the perpetrator. Employees can complain of behaviour they find offensive even if it is not directed at them.
- Inclusion – ensuring that padel is equally accessible to any member of the community so they can be fully involved in whatever capacity they choose; and that they are supported to achieve their potential in any capacity e.g. player, employee, volunteer, coach or official. We will work to ensure that people have a genuine and equal opportunity to participate to the full extent of their own ambitions and abilities, that they feel respected and valued and are not singled out, with regard to their age, disability, gender reassignment status, sex, marital or civil partnership status,

pregnancy or maternity, race, sex, sexual orientation, religion, race or sexual orientation, socio-economic status or any other background.

- Positive action – East Grinstead Padel is committed to taking positive steps to counteract the effects of physical or cultural barriers – whether real or perceived – that restrict the opportunity for all sections of the community to participate equally and fully. We will ensure that we institute, support or contribute to appropriate measures or initiatives that enable access to tennis and participation in associated activities by people from any group that is under-represented in tennis or has difficulty accessing it and that they can do so with dignity or without being singled out.

*(See Appendix A for full glossary of terms)*

### **3. Scope**

*East Grinstead Padel has direct safe and inclusive responsibility for:*

- Staff, consultants, coaches and officials they employ
- Volunteers, including board members they recruit
- Venues they own
- Events and programmes they run; and ensuring all accreditation requirements are met by accredited coaches, officials and venues.

*We recommend and support the development of good diversity and inclusion practice to:*

- Accredited coaches, officials and venues;
- Players, parents and carers;
- Volunteers recruited by other organisations;
- Venues hired by or on our behalf
- Club Events.

This Policy is in line with national legislation (see appendix B) and applicable to our club, specifically to every person and place that we have direct safe and inclusive responsibility for.

### **4. Responsibility for implementation of the Diversity and Inclusion Policy**

Diversity and inclusion is everyone's responsibility: not responding to discriminatory or unacceptable language and behaviour is not an option.

- The club's Management has overall accountability for this Policy and Reporting Procedure, for being the strategic lead on diversity and inclusion and for ensuring compliance with the relevant legislation (see Appendix B for details).
- The chair of the Trustees of East Grinstead Sports Club, Michael Hough director of Acorns Leisure and Site Welfare Officer Grant Saxby have overall responsibility for implementation of the policy.
- These individuals are responsible for updating this Policy and Reporting Procedure in line with legislative and organisational developments; and develop a strategic and proactive approach to diversity and inclusion and respond to discrimination concerns.
- The East Grinstead Padel Club's Welfare Officer Grant Saxby is responsible for supporting the club to identify where diversity and inclusion support is required; to implement safe and inclusive procedures; promote diversity and inclusion principles, including the Safeguarding and Reporting Procedure, to all the venues they manage, programmes, events and individuals including players, parents and carers.
- All staff, consultants, coaches, officials and volunteers involved in padel are responsible for raising diversity and inclusion concerns with the club's Welfare Officer to start with, as outlined in the Reporting Procedure. Players, parents and guardians are responsible for upholding the Code of Conduct and Reporting Procedure.

*East Grinstead Padel is committed to:*

- formally adopt this policy;
- take steps to ensure that our committee, members, participants and volunteers behave in accordance with the policy, including where appropriate taking disciplinary action under our constitution; ensure that access to membership as well as access to participation is open and inclusive; publish accurate information about the

location and accessibility of our facilities; and support measures and initiatives that British Tennis may institute or take part in to advance the aims of this policy as part of our commitment to our LTA membership.

*Where there is a diversity and inclusion concern/disclosure:-*

- The individual who is told about, hears, or is made aware of the concern/disclosure is responsible for following the Concern Reporting Procedure above

## **5. Breaches of the Diversity and Inclusion Policy, Standards, Code of Conduct and Reporting Procedure**

Where there are concerns that diversity and inclusion good practice has not been followed, all staff are encouraged to follow the club's whistleblowing policy; consultants, coaches, officials, volunteers and players are encouraged to:

1. Complain directly to the person or organisation and seek resolution. In the first instances this can often resolve many disputes or concerns
2. If required, you can contact the LTA's Safeguarding Team: [safeguarding@lta.org.uk](mailto:safeguarding@lta.org.uk) - they can assist in liaising with the club and investigating the matter. Alternatively, the NSPCC Whistleblowing advice line: 0800 028 0285; [help@nspcc.org.uk](mailto:help@nspcc.org.uk) can be contacted.
3. Seek further advice from the Equality Advisory Support Service on 0808 800 0082. For further information the EASS also has a website with FAQs at <https://www.equalityadvisoryservice.com/app/ask>

If someone comes to you with a concern around discrimination, listen to their complaint, reassure them and advise them of the routes listed above (1-3).

Breaches of this Policy and/or failure to comply with the outlined responsibilities may result in the following by the LTA, Tennis Scotland, Tennis Wales and/or the Tennis Foundation:

- Venues – Potential removal of LTA accreditation
- Staff – disciplinary action leading to possible dismissal and legal action.
- Contracted consultants, officials and coaches – termination of current and future roles within all four organisations and possible legal action.
- Recruited volunteers, including councillors and board members – termination of current and future roles within all four organisations and possible legal action.

Actions taken by staff, consultants, volunteers, officials, coaches, venues, clubs and/or events outside of the LTA, Tennis Scotland, Tennis Wales and/or the Tennis Foundation that are seen to contradict this Policy may be considered a violation of this Policy. Where an appeal is lodged in response to a safeguarding decision made by the LTA Safeguarding Team and Safeguarding and Protection Committee and/or Licensing and Registration Committee, an independent appeal body such as Sport Resolutions may be used. Their decision is final.

## **6. Codes of Conduct to ensure safeguarding needs are met:**

*All members of staff and volunteers agree to:*

- Prioritise the well-being of all children and adults at risk at all times
- Treat all children and adults at risk fairly and with respect
- Be a positive role model. Act with integrity, even when no one is looking
- Help to create a safe and inclusive environment both on and off court
- Not allow any rough or dangerous behaviour, bullying or the use of bad or inappropriate language
- Report all allegations of abuse or poor practice to the club Welfare Officer
- Not use any sanctions that humiliate or harm a child or adult at risk
- Value and celebrate diversity and make all reasonable efforts to meet individual needs
- Keep clear boundaries between professional and personal life, including on social media
- Have the relevant consent from parents/carers, children and adults before taking or using photos and videos

- Refrain from making physical contact with children or adults unless it is necessary as part of an emergency or congratulatory (e.g. handshake / high five)
- Refrain from smoking and consuming alcohol during club activities or coaching sessions Ensure roles and responsibilities are clearly outlined and everyone has the required information and training
- Avoid being alone with a child or adult at risk unless there are exceptional circumstances
- Refrain from transporting children or adults at risk, unless this is required as part of a club activity (e.g. away match) and there is another adult in the vehicle
- Not abuse, neglect, harm or discriminate against anyone; or act in a way that may be interpreted as such
- Not have a relationship with anyone under 18 for whom they are coaching or responsible for
- Not to have a relationship with anyone over 18 whilst continuing to coach or be responsible for them

*All children agree to:*

- Be friendly, supportive and welcoming to other children and adults
- Play fairly and honestly Respect club staff, volunteers and Officials and accept their decisions
- Behave, respect and listen to your coach
- Take care of your equipment and club property
- Respect the rights, dignity and worth of all participants regardless of age, gender, ability, race, culture, religion or sexual identity
- Not use bad, inappropriate or racist language, including on social media
- Not bully, intimidate or harass anyone, including on social media
- Not smoke, drink alcohol or drugs of any kind on club premises or whilst representing the club at competitions or events
- Talk to the club Welfare Officer about any concerns or worries they have about themselves or others

*All adults agree to:*

- Positively reinforce your child and show an interest in their tennis
- Use appropriate language at all times
- Be realistic and supportive
- Never ridicule or admonish a child for making a mistake or losing a match
- Treat all children, adults, volunteers, coaches, officials and members of staff with respect
- Behave responsibly at the venue; do not embarrass your child
- Accept the official's decisions and do not go on court or interfere with matches
- Encourage your child to play by the rules, and teach them that they can only do their best to deliver and collect your child punctually from the venue
- Ensure your child has appropriate clothing for the weather conditions Ensure that your child understands their code of conduct
- Adhere to your venue's safeguarding policy, diversity and inclusion policy, rules and regulations
- Provide emergency contact details and any relevant information about your child

including medical history

## **Appendix A**

### **Glossary of terms:**

**Age:** This refers to a person belonging to a particular age group, which can mean people of the same age (e.g. 32- year old's) or range of ages (e.g. 18 - 30-year old's, or people over 50).

**Bisexual or Bi:** – refers to a person who has an emotional and/or sexual orientation towards more than one gender.

**Bullying:** can involve any form of physical, emotional, sexual or discriminatory abuse. It can also include cyberbullying – using social media or mobile phones to perpetrate bullying.

**Children:** anyone who has not yet reached their 18th birthday, even in particular circumstances such as if they are living independently or are in further education.

Direct discrimination: treating someone less favourably than another person because of a protected characteristic.

Disability: A person having a physical or mental impairment that has a substantial and long-term adverse effect on that person's ability to carry out normal day-to-day activities.

Discrimination: treating someone in a less favourable way and causing them harm, because of their age, disability, gender reassignment, marriage or civil partnership, pregnancy or maternity, race, religion or belief, sex or sexual orientation.

Discrimination by association: discrimination against someone because they are associated with another person who possesses a protected characteristic.

Discrimination by perception: discrimination against someone because of the belief that someone possesses a protected characteristic.

Diversity: acknowledging and celebrating the differences between groups of people and between individuals.

Equality: treating everyone with fairness and respect and recognising and responding to the needs of individuals. Taking positive actions to address existing disadvantages and barriers affecting how people engage with and participate in tennis.

Ethnicity: the social group a person belongs to, and either identifies with or is identified with by others, as a result of a mix of cultural and other factors including language, diet, religion, ancestry and physical features traditionally associated with race. Ethnicity is essentially self-defined and may change over time.

Gay: refers to a man who has an emotional, romantic and/or sexual orientation towards men. Also, a generic term for lesbian and gay sexuality - some women define themselves as gay rather than lesbian. Gender identity: this is an individual's internal self-perception of their own gender. A person may identify as a man, as a woman, as neither man or woman (non-binary) or as androgyne/polygender.

Gender reassignment: The process of changing or transitioning from one gender to another.

Harassment: unwanted conduct related to a relevant protected characteristic, which has the purpose or effect of violating an individual's dignity or creating an intimidating, hostile, degrading, humiliating or offensive environment for that individual or creates an intimidating, hostile, degrading, humiliating or offensive environment. The focus is on the perception of the complainant not the intent of the perpetrator. Employees can complain of behaviour they find offensive even if it is not directed at them.

Hate crime: crime that is targeted at a person because of hostility or prejudice towards that person's disability, race or ethnicity, religion or belief, sexual orientation or transgender identity. This can be committed against a person or property.

Homophobia: the fear, unreasonable anger, intolerance or/and hatred toward homosexuality, lesbian gay and bisexual people whether that person is homosexual or not. Inclusive leadership – leaders who are aware of their own biases and preferences, actively seek out and consider different views and perspectives to inform better decision-making. They see diverse talent as a source of competitive advantage and inspire diverse people to drive organisational and individual performance towards a shared vision.

An Inclusive Leader – is a role model exemplar of inclusive behaviour; listens to and seeks out the views of diverse people and takes account of these views, without bias, in the decisions they make; appreciates that a diverse group of people will generate more creative solutions to problems and encourages this; inspires people through a shared vision of future success and motivates them to deliver it; leverages difference for high performance and provides responsive excellence to customers', clients' and service users' needs; provides positive feedback to boost people's self-efficacy; puts effort into helping diverse people identify their talents and develop them for performance now and future advancement; communicates authentically and honestly in a way that inspires trust, loyalty and wellbeing.

Inclusion: recognising that people from different backgrounds may have different needs and expectations and may experience barriers in trying to access tennis. An inclusive venue is one that takes steps to attract and engage with people from many different backgrounds and meet their needs so that everyone has a positive experience and has the opportunity to achieve their potential.



Indirect discrimination: a practice, policy or rule which applies to everyone in the same way, but that has a worse effect on some people than others.

LGBTQI+: an acronym for Lesbian, Gay, Bisexual, Trans, Queer/Questioning and Intersex. Lesbian: a woman who has an emotional romantic and /or sexual orientation towards women.

Monitoring equality: refers to data collection and analysis to check if people with protected characteristics are participating and being treated equally. For example: monitoring of the number of people with a disability who play tennis at our venue.

Non-binary – an umbrella term for a person who does not identify as only male or only female, or who may identify as both.

Positive action: a range of lawful actions that seek to overcome or minimise disadvantages (for example in employment opportunities) that people who share a protected characteristic have experienced, or to meet their different needs.

Pregnancy and maternity: pregnancy is the condition of being pregnant or expecting a baby. Maternity refers to the period after the birth, and is linked to maternity leave in the employment context. In the non-work context, protection against maternity discrimination is for 26 weeks after giving birth, and this includes treating a woman unfavourably because she is breastfeeding.

Questioning: it refers to the process of exploring your own sexual orientation and/or gender identity

Race: refers to the protected characteristic of race. It refers to a group of people defined by their race, colour, and nationality (including citizenship) ethnic or national origins.

Radicalisation, extremism and terrorist behaviour: Radicalisation is the process by which a person comes to support terrorism and/or forms of extremism. Extremism is vocal or active opposition to fundamental British values, including democracy, the rule of law, individual liberty and mutual respect and tolerance of different faiths and beliefs. There is no single way to identify an individual who is likely to be susceptible to extremist ideology. The internet and the use of social media can be a major factor in the radicalisation of people.

Reasonable adjustment: What is considered reasonable will depend on all the circumstances of the case including the size of an organisation and its resources, what is practicable, the effectiveness of what is being proposed and the likely disruption that would be caused by taking the measure in question as well as the availability of financial assistance.

Religion or belief: religion has the meaning usually given to it but belief includes religious and philosophical beliefs including lack of belief (e.g. atheism). Generally, a belief should affect your life choices or the way you live for it to be included in the definition.

Sex: refers to the biological makeup such as primary and secondary sexual characteristics, genes, and hormones. The legal sex is usually assigned at birth and has traditionally been understood as consisting of two mutually exclusive groups, namely men and women.

Sexual orientation: a person's emotional, romantic and/or sexual attraction to another person.

Trans: an umbrella term to describe people whose gender is not the same as, or does not sit comfortably with the sex they were assigned at birth. Trans people may describe themselves using one or more of a wide variety of terms, including (but not limited to) transgender, non-binary, genderqueer (GQ).

Transgender Person: someone who has started the process of changing their gender identity, is undergoing, or has undergone, gender reassignment.

Transphobia: the fear, unreasonable anger, dislike, intolerance or/and hatred toward trans people, whether that person has undergone gender reassignment or is perceived to have done that.

Unconscious bias or implicit bias: this refers to a bias that we are unaware of, and which happens outside of our control. It is a bias that happens automatically and is triggered by our brain making quick judgments and assessments of people and situations, influenced by our background, cultural environment and personal experiences.

Victimisation: when someone is treated badly because they have made or supported a complaint or grievance.

## **Appendix B**

### **Legislation:**

The Equality Act 2010 legally protects people from discrimination in the workplace and in wider society. It replaced previous anti-discrimination laws with a single Act, making the law easier to understand and strengthening protection in some situations. It sets out the different ways in which it's unlawful to treat someone.

It is against the law to discriminate against anyone because of:

- Age
- being or becoming a transgender person
- being married or in a civil partnership
- being pregnant or on maternity leave
- Disability
- race including colour, nationality, ethnic or national origin
- religion, belief or lack of religion/belief
- Sex
- sexual orientation

These are called 'protected characteristics'

*People are protected from discrimination:-*

- at work
- in education
- as a consumer
- when using public services
- when buying or renting property
- as a member or guest of a private club or association

People are also protected from discrimination if:

- they are associated with someone who has a protected characteristic, e.g. a family member or friend
- they have complained about discrimination or supported someone else's claim

Discrimination can come in one of the following forms:

- direct discrimination - treating someone with a protected characteristic less favourably than others.
- indirect discrimination - putting rules or arrangements in place that apply to everyone, but that put someone with a protected characteristic at an unfair disadvantage.
- harassment - unwanted behaviour linked to a protected characteristic that violates someone's dignity or creates an offensive environment for them.
- victimisation - treating someone unfairly because they've complained about discrimination or harassment.