



Loch Lomond & The Trossachs National Park Authority
Carrochan
Carrochan Road
Balloch
G83 8EG

Ref: FOI 2026-001(A)
Date: 11 February 2026

Dear XXX

REQUEST UNDER FREEDOM OF INFORMATION (SCOTLAND) ACT 2002

Thank you for your email of 14 January 2026 in which you requested access to information from the National Park Authority. We have processed your eight-part request under the Freedom of Information (Scotland) Act 2002 and provide our response below.

Your Request

- 1. What your organisation understands the word 'woman' to denote.*
- 2. What your organisation understands the terms: lesbian, bisexual and gay to denote?*
- 3. Actions that you have carried out for women (as defined by the Supreme Court ruling in the case of For Women Scotland v Scottish Ministers) in the last 5 years. Please break that down the amount spent by each calendar year, please provide by fiscal year if you do not have it in calendar format please include data for 2026.*
- 4. Actions you have carried out for (each and separately) lesbian, gay and bisexual people (each term as defined by the supreme court ruling in the case of For Women Scotland v Scottish Ministers) in the last 5 years? (please break that down by year, for the last 5 years and this calendar year) and only if achievable within cost limit, the action taken and the amount spent on each action.*
- 5. Copies of any funding agreements, or contracts, or other documents held by your organisation in the last 5 years with any LGBT organisation or organisation that has LGBT+ issues as its main focus, specifying the purpose of the funding.*
- 6. The total amount of spend in the last 5 years (from 2020 up to the present day) for grants, funding, donations, contracts, or any other financial support, membership fees or subscriptions to LGBT diversity schemes or programmes provided by your authority to*

LOCH LOMOND & THE TROSSACHS NATIONAL PARK AUTHORITY

1

National Park Headquarters, Carrochan, Carrochan Road, Balloch, G83 8EG Long: 4°34'24"W Lat: 56°00'12"N

t: 01389 722600 f: 01389 722633 e: info@lochlomond-trossachs.org w: lochlomond-trossachs.org

Printed on paper sourced from certified sustainable forests.

organisations that work with lesbian, gay, bisexual, queer, transgender, ace, pan or intersex people or any other related or associated equality issues.

7. *A breakdown, where held, of this spend for each year from 2020/2025 to 2025/2026. Ideally, please provide by calendar year. Please provide by fiscal year if you do not have it in calendar format.*
8. *A breakdown, where held, of this funding by recipient organisation, including their name, amount provided for each year from 2020/2025 to 2025/6 and only if achievable within cost limit a brief description of what it was for (including, but not limited to: mental health support, equality training and education, awareness raising initiatives, youth projects, sport or health services)*

To emphasise: in each case for each of the above please only provide that which is achievable within the cost limit.

Please note: if your organisation does not categorise specifically for 'LGBT', then please include any funding to charities and third sector bodies where they have supporting LGBT people as a prime or major objective or where the spend might reasonably fall into this description from the above questions.

Examples of such organisations are, but are not limited to:

- LGBT Youth Scotland*
- Equality Network*
- Scottish Trans (Scottish Trans Alliance)*
- Stonewall Scotland*
- Any local LGBT groups and projects*

Our Response

1. Please find attached a legal update that was provided to our Executive Team in May 2025. The update was drafted by our in-house legal team and summarises the legal position following the case of *For Women Scotland Limited v Scottish Ministers*.
2. In line with section 17(1) of FOISA, we advise you that the requested information is not held. FOISA provides a right of access to recorded information that a Scottish public authority holds at the time of request. FOISA does not require Scottish public authorities to answer questions by creating new information, or by providing staff views or knowledge that are not held in recorded form.
3. We are refusing this part of your request under section 12 of FOISA (excessive cost of compliance). Please see the note provided after our response to part (4) of your request for more information.

4. We are refusing this part of your request under section 12 of FOISA (excessive cost of compliance). Please see below.

Further information regarding our response to parts (3) and (4)

In parts (3) and (4) of your request, the questions are extremely broad in scope. Equality considerations, including those around the protected characteristics of 'sex' and 'sexual orientation', are relevant in a wide range of our work and decision-making, in relation to our staff, volunteers and the public (e.g. provision of toilet facilities, design work for capital projects, provision of period products etc.). However, we do not hold any single dataset or register that captures the information you have requested in a way that would allow us to easily extract and provide it to you.

To identify all such actions carried out in the past five calendar years and establish the costs associated with these actions, other than those listed in the table below, we would need to review and analyse an extremely large volume of documentation, across multiple departments and functions. It is our view that the cost associated with this work would exceed the cost limit of £600 that is set out in the Freedom of Information (Fees for Required Disclosure) (Scotland) Regulations 2004. For this reason, we are refusing parts (3) and (4) of your request under section 12 of FOISA.

We will, of course, consider any new or refined requests you may choose to submit in relation to these matters. For example, you could consider asking us about more specific types of action that we have undertaken in relation to these groups. However, we cannot guarantee that any new or refined request will fall within the cost limit.

In the meantime, we have attached a copy of our Equalities Policy, which sets out the National Park Authority's approach to compliance with the Equality Act 2010 and may be of interest to you.

5. We have interpreted this part of your request as being for copies of any funding agreements, contracts or documents that specify the purpose of funding provided to any LGBT organisation (or organisation that has LGBT issues as its focus).

Following a search of our records, we can confirm that we hold the following document and have attached it to this response:

- LGBT Youth Scotland Charter agreement

6. £2,500

7. Please see the below table.

Year	Organisation and description	Cost
2020	No record of costs incurred in this year	N/A
2021	No record of costs incurred in this year	N/A

2022	No record of costs incurred	N/A
2023	No record of costs incurred	N/A
2024	LGBT Youth Scotland – LGBT Charter LGBT Youth Scotland – contribution for participation in an equality, diversity and inclusion workshop	£1,750 £100
2025	Glasgow Pride - attendance at Glasgow Pride Forth Valley Pride - attendance at Stirling Pride	£600 £50
2026	No record of costs incurred	N/A
	Total cost	£2,500

8. Please see the table provided in our response to part (7) of your request.

Yours sincerely

Information Management
Loch Lomond and the Trossachs National Park Authority

Review Procedure

If you are dissatisfied with this decision, or the way in which the Authority has dealt with your request, you are entitled to require the Authority to review its decision. Please note that in order for a review to take place you are required to:

- Send your request for review in writing, setting out in full the reasons why you are requesting a review.
- Submit your review request within 40 working days of either the date on which you received a response from the Authority or the date by which you should have received a response under the terms of the Freedom of Information (Scotland) Act 2002, whichever is the later.
- address your review request to:

Information Manager
Loch Lomond & The Trossachs National Park Authority
National Park Headquarters
Carrochan
Carrochan Road
Balloch
G83 8EG
E-mail: info@lochlomond-trossachs.org

The review will be handled by staff who were not involved in the original decision. You will receive notice of the result of your review within 20 working days.

If you are not satisfied with the response to your request for review, you can contact the Scottish Information Commissioner, the independent body which oversees the Freedom of Information (Scotland) Act 2002, at:

Scottish Information Commissioner
Kinburn Castle
Doubledykes Road
St Andrews
Fife
KY16 9DS
Tel: 01334 464610
Website: www.itspublicknowledge.info
E-mail: enquiries@itspublicknowledge.info

Executive Legal Update - Appendix

What is it?	Summary	Actions	Impact	Responsible	Timescale
<p>Case Decision – 16 April 2025</p> <p>For Women Scotland Ltd (Appellant) v The Scottish Ministers (Respondent)</p>	<p>For Women Scotland brought a case against the Scottish Government in connection with the Gender Representation on Public Boards (Scotland) Act 2018 (“the Act”).</p> <p>Key Points:</p> <ul style="list-style-type: none"> the Act aims to ensure gender balance on public sector boards and makes provision for measures to be taken in relation to the appointment of women to non-executive posts on the boards of certain Scottish public authorities including NPAs. Scottish Ministers issued guidance that a person with a full gender recognition certificate (“GRC”) to the effect that that the acquired gender was female, had the sex of a woman therefore that person’s appointment to a relevant board would count towards the achievement of the 50% objective. Supreme Court decided the guidance was incorrect and a person with a GRC in the female gender does not come within the definition of “woman” for the purposes of sex discrimination in the Equality Act 2010. 	<ul style="list-style-type: none"> Consider how decision impacts on organisational policies, procedures and operations. E.g. <ul style="list-style-type: none"> Estates (toilets / period products / changing) Visitor Management (campsites) Place (design) Equality (EQIA guidance) Track progress of statutory guidance by EHRC and circulate to Executive / Operational Managers when published. 	<p>Medium</p>	<ul style="list-style-type: none"> All Teams <p>(Legal to email Operational Managers to request review)</p> <ul style="list-style-type: none"> Legal 	<p>Ongoing</p>

What is it?	Summary	Actions	Impact	Responsible	Timescale
	<ul style="list-style-type: none"> • Definition of “woman” in the Act is limited to biological women and does not include trans women with a GRC. <p>Equality and Human Rights Commission has since issued An interim update on the practical implications of the UK Supreme Court judgment EHRC.</p> <p>Key Points:</p> <ul style="list-style-type: none"> • statutory guidance to be published by EHRC/SG at end of August 2025; • in the workplace it is compulsory to provide sufficient single-sex toilets, as well as sufficient single-sex changing and washing facilities where these facilities are needed. • for workplaces/services that are open to the public, trans women (biological men) should not be permitted to use the women’s facilities and trans men (biological women) should not be permitted to use the men’s facilities; • where facilities are available to both men and women, trans people should not be put in a position where there are no facilities for them to use; • where possible, mixed-sex toilet, washing or changing facilities in 				

What is it?	Summary	Actions	Impact	Responsible	Timescale
	<p>addition to sufficient single-sex facilities should be provided;</p> <ul style="list-style-type: none"> • where toilet, washing or changing facilities are in lockable rooms (not cubicles) which are intended for the use of one person at a time, they can be used by either women or men. 				



Equality, Diversity and Inclusion Policy

Version: 3_0

Owner: Human Resources

1.	Introduction	1
2.	Our commitment to you	2
3.	What we expect from you	2
4.	Discrimination	3
5.	Different types of discrimination under the Equality Act 2010	4
6.	Harassment and sexual harassment	5
7.	Victimisation	5
8.	Bullying	5
9.	Our equality, diversity and inclusion support – Park for All	6
10.	Equality of opportunity	6
11.	Training	7
12.	Monitoring and review	8
13.	Policy review	8
14.	Equality and Diversity Impact Assessment	8
15.	Document controls	8

1. Introduction

- 1.1. Our organisation is made up of wide variety of people. Each of us is unique, whether in terms of our background, personal characteristics, experience, skills or motivations. And we value everyone for the differences they bring to the table. These differences - this diversity - is powerful.
- 1.2. Fostering an inclusive culture helps each of us to benefit from a wider range of these different perspectives, experiences and skills. We believe that this creates a happier, more productive working environment for us all.
- 1.3. To support this inclusive culture, this policy:

- outlines our commitment throughout the employment lifecycle to equality, diversity and inclusion and sets out how we put this commitment into practice.
 - explains the behaviours we expect of everyone in support of this commitment; and
 - sets out how we try to make our culture as inclusive as possible, including our diversity and inclusion framework and how we ensure equality of opportunity throughout the employment lifecycle.
- 1.4. This policy does not form part of your contract of employment, and we reserve the right to amend or withdraw it at any time.
- 1.5. This policy applies to anyone working for us. This includes employees, workers, contractors, volunteers, board members. The policy also relates to job applicants and is relevant to all stages of the employment relationship.

2. Our commitment to you

- 2.1. We believe that a culture of equality, diversity and inclusion not only benefits our organisation but supports wellbeing and enables everyone to work better because they can be themselves and feel that they belong. We are committed to promoting a working environment based on dignity, trust and respect, and one that is free from discrimination, harassment, bullying or victimisation.
- 2.2. Our recruitment, promotion and retention procedures are set up to ensure that we do not treat people less favourably because of their:
- disability;
 - gender, gender identity or gender reassignment status;
 - marital status;
 - race, racial group, ethnic or national origin, or nationality;
 - religion or belief;
 - sexual orientation;
 - age;
 - civil partnership status;
 - pregnancy or maternity;
 - paternity;
 - part-time status; or
 - fixed-term status.

3. What we expect from you

- 3.1. We expect you, and everyone, to take personal responsibility for observing, upholding, promoting and applying this policy. Our culture is made in the day-to-day

working interactions between us so creating the right environment is a responsibility that we all share.

- 3.2. Cultivating our culture does not happen by accident but requires ongoing commitment and nurturing. The reality is that we live in a world where areas of difference (whether gender, sexual orientation, ethnicity or others) often translate to biases, challenges and barriers that may not be faced by others. And the more areas of difference a person brings, the more this effect can be compounded. In this way, the experiences of a black woman with a disability may be very different to the experiences of a black woman without a disability and also very different from the experiences of a white woman. This way of looking at diversity and inclusion is known as "intersectionality".
- 3.3. We expect you to treat your colleagues and anyone external to the National Park Authority (including, members of the public, suppliers, contractors, agency staff and consultants) fairly and with dignity and respect. Sometimes, this may mean allowing for different views and viewpoints and making space for others to contribute.
- 3.4. By embedding such values and constructively challenging inappropriate comments or ways of working, you can help us achieve and maintain a truly inclusive workplace culture.
- 3.5. Any dealings that you have with colleagues, or third parties must be free from any form of discrimination, harassment, victimisation or bullying.
- 3.6. If anyone is found to have committed, authorised or condoned an act of discrimination, harassment, victimisation or bullying, this may lead to further action being taken under the Disciplinary Policy and Procedure.
- 3.7. You should be aware that you can be personally liable for discrimination and harassment.

4. Discrimination

- 4.1. The Equality Act 2010 prohibits discrimination because of certain protected characteristics. These are:
 - disability;
 - sex;
 - gender reassignment;
 - marital or civil partnership status;
 - race;
 - religion or belief;
 - sexual orientation;
 - age; and
 - pregnancy or maternity.

- 4.2. Discrimination can be intentional or unintentional and may occur directly, indirectly, by association, or by perception.
- 4.3. There are also two specific types of discrimination that apply only to disability: "discrimination arising from disability" and "failing to make reasonable adjustments."
- 4.4. Discrimination is not always obvious and can be subtle and unconscious. This stems from a person's general assumptions about the abilities, interests and characteristics of a particular group that influences how they treat those people (known as "unconscious bias"). Such assumptions or prejudices may cause them to apply requirements or conditions that put those in particular groups at a disadvantage. Examples include:
- steering individuals into particular types of work on the basis of stereotypical assumptions without considering the particular attributes and abilities of individuals;
 - recruiting or promoting individuals into particular roles because of assumptions about the reactions or preferences of other employees; and
 - using different standards for different groups of staff to judge performance.

5. Different types of discrimination under the Equality Act 2010

- **Direct discrimination:** Treating someone less favourably because of a protected characteristic compared with someone who does not have that characteristic (for example choosing not to recruit someone because they are disabled and you think they "wouldn't fit in" to the team).
- **Indirect discrimination:** Where a policy, procedure or way of working that applies to everyone puts people with a particular protected characteristic at a disadvantage, compared with people who do not have that characteristic, unless there is a good reason to justify it. An example is introducing a requirement for all staff to finish work at 6pm. It is arguable that female employees, who statistically bear the larger share of childcare responsibilities could be at a disadvantage if the new working hours prevent them from collecting their children from school or nursery.
- **Associative discrimination:** Treating someone less favourably because they are associated with someone who has a protected characteristic, for example because their partner is transgender.
- **Discrimination by perception:** Treating someone less favourably because you perceive them to have a protected characteristic even if they do not, for example choosing not to promote someone because you mistakenly perceive them to be gay.
- **Discrimination arising from disability:** Treating someone unfavourably because of something connected with that person's disability and where such treatment is not justified. Examples include:
 - dismissing or failing to pay a bonus to someone because of their disability-related absence; or
 - disciplining someone for losing their temper where such loss of temper was out of character and was due to severe pain caused by them having cancer.

- **Failing to make reasonable adjustments:** We are legally obliged to make reasonable adjustments to ensure that aspects of employment, on our premises, do not put a disabled person at a substantial disadvantage. Failing to comply with this duty is unlawful. Examples of reasonable adjustments might include:
 - allocating some of the disabled person's duties to a colleague;
 - changing their working hours or place of work;
 - adjusting procedures for assessing job candidates.

6. Harassment and sexual harassment

6.1. Harassment is unwanted conduct related to a protected characteristic that has the purpose or effect of:

- violating someone else's dignity; or
- creating an intimidating, hostile, degrading, humiliating or offensive environment for someone else.

6.2. Sexual harassment is:

- conduct of a sexual nature that has the purpose or effect of violating someone's dignity, or creating an intimidating, hostile, degrading, humiliating or offensive environment; and
- less favourable treatment related to sex or gender reassignment that occurs because of a rejection of, or submission to, sexual conduct.

6.3. You should refer to our Dignity at Work Policy and Procedure for reporting harassment.

7. Victimisation

7.1. Victimisation is treating another person detrimentally either because that person has made a complaint of discrimination or harassment, or because they have supported someone else who has made such a complaint, for example by giving a witness statement that supports the allegations.

8. Bullying

8.1. There is no legal definition of bullying. However, we regard it as conduct that is offensive, intimidating, malicious, insulting, or an abuse or misuse of power, and usually persistent, that has the effect of undermining, humiliating or injuring the recipient.

8.2. Bullying can be physical, verbal or non-verbal conduct. It is not necessarily face to face and can be done by email, phone calls, online or on social media. Bullying may occur at work or outside work.

8.3. If the bullying relates to a person's protected characteristic, it may also constitute harassment and, therefore, will be unlawful.

8.4. You should refer to our Dignity at Work Policy and Procedure for reporting bullying.

9. Our equality, diversity and inclusion support – Park for All

9.1. The Park for All group includes staff from various team in the organisation and provides leadership and support across our organisation to ensure that equality, diversity and inclusion is embedded in everything we do. Their work includes:

- Producing an Equalities Mainstreaming Report and Equality Outcomes Progress Report.
- Coordinating and reporting on actions that deliver our Equality Outcomes annually.
- Carrying out awareness raising and supportive activities to promote an inclusive culture across the organisation and in the National Park.
- Reviewing Equality Impact Assessments (EqIA) prepared by teams.

9.2. Reporting annually on how we are progressing with our equality outcomes which have a strong strategic connection to our National Park Partnership Plan and Corporate Plan.

10. Equality of opportunity

10.1. Recruitment

- We take reasonable and appropriate steps to encourage job applications from as diverse a range of people as possible.
- Anyone making a decision about recruitment must not discriminate in any way and must have attended appropriate diversity and inclusion training.
- Every decision-maker should challenge themselves, and other members of the recruitment selection panel, to make sure that any stereotypes, unconscious bias or prejudice do not play any part in recruitment decisions.
- We continue to try improving the diversity of our workforce through a number of ways including advertising all vacancies internally and externally at the same time and sharing our vacancies with various underrepresented groups.

10.2. Career development

- Any decision you make relating to a person's promotion or career development must be free from discrimination.
- We ensure that selection criteria and processes for recruitment and promotion are reviewed on a regular basis so that there is no discriminatory impact on a certain group.

10.3. Disability Inclusion - Recruiting people with a disability

- We will consider disability in advance of a recruitment campaign so that advertising, application forms and assessments, arrangements for interviews,

job descriptions and employee specifications, and selection criteria are appropriate and as inclusive as possible.

- We will ask applicants at the outset if they require any reasonable adjustments to be made to the recruitment process. These may include ensuring easy access to the premises for any face-to-face interview or adapting or replacing any exercises with an alternative option.
- If you are involved in the interview process, you must not ask job applicants about their health or disability except with prior approval from the HR team. Such approval is given only in exceptional circumstances and where there are specific legal grounds for doing so.

10.4. Disability Inclusion - Talking about disability

- We understand that some people find it hard to discuss their disabilities and that disability can be invisible.
- Psychological safety, where people feel able to speak up about their experiences without fear of negative consequences, is paramount to ensuring disability inclusion. However, this is only possible if we treat people with dignity, trust and respect and we expect everyone to uphold these values.
- We do not tolerate ableist language in our organisation. Ableist language is language that is negative, inappropriate or offensive towards people with a disability and may take the form of jokes or "banter". If you adopt such language, we may take action against you under our Disciplinary Policy and Procedure.

10.5. Disability Inclusion - Reasonable adjustments

- If you have a disability, you do not have to tell us. However, we would encourage you to let us know so that we can support you, for example by making reasonable adjustments to your place of work or to aspects of your role, or to our working practices.
- If you are experiencing difficulties at work because of your disability, please contact your manager or the HR team to discuss potential reasonable adjustments that may alleviate or minimise such difficulties. We may need to discuss your needs with you and Occupational Health to help us get the right support in place.

11. Training

11.1. If you are involved with making decisions about a person's employment, you must attend appropriate equality, diversity and inclusion training.

11.2. All new starters must attend equality, diversity and inclusion training as part of their Induction programme.

11.3. Every member of staff must attend regular equality, diversity and inclusion training every 2 years.

11.4. We expect everyone to proactively support our equality, diversity and inclusion initiatives by supporting events and workshops organised by the Park for All group

to improve understanding on the challenges faced by others and how to help alleviate these in the workplace.

12. Monitoring and review

12.1. We analyse diversity and inclusion data on the HR system on an annual basis to assess the impact of this policy.

13. Policy review

13.1. This Policy will be reviewed on a regular basis by HR to make sure that its aims are being achieved.

14. Equality and Diversity Impact Assessment

14.1. An EQIA has been carried out, and no discriminatory impacts were identified.

15. Document controls

Prepared by	HR
Date effective from	2012
Review frequency	3 Years
Contact	HR

Revision history

Version	V2_0
Date	2021
Summary of changes	Reviewed in line with current legislation, simplification of terminology and content
Name	██████████
Version	V3_0
Date	09/07/2025
Summary of changes	Changed to EDI policy. Complete rewrite of policy.
Name	██████████

Distribution

This document has been distributed to:

Name	Operational Managers and Park Central
Title/Division	
Date of Issue	19.5.21
Version	V0_2
Name	Operational Managers and HR Hub
Title/Division	
Date of Issue	November 2025
Version	V0_3

LGBT Charter Agreement

15th March 2024

This agreement is between:

LGBT Youth Scotland Ltd, the LGBT Charter provider – ‘LGBT Youth Scotland’; a company limited by guarantee SC244805, a registered Scottish charity SC024047.

And

Loch Lomond & The Trossachs National Park – the ‘client’

Background

The LGBT Charter is a programme designed to encourage greater inclusion within an organisation or school for lesbian, gay, bisexual and transgender people whether service users, young people, pupils, staff or stakeholders. The journey towards the LGBT Charter is supported by LGBT Youth Scotland and carried out by the client.

By signing this agreement both sides agree to undertake their commitments in relation to the LGBT Charter as explained below.

1. LGBT Youth Scotland Commitments

1.1 The role of LGBT Youth Scotland in the LGBT Charter is to support and to guide, not to lead or direct, the client is responsible for the direction of their LGBT Charter journey and for adhering to specified deadlines.

1.2 Clients will receive support from LGBT Youth Scotland in working towards their LGBT Charter. This support will take the following structure:

- A Charter Manager will guide clients through their LGBT Charter journey, this manager may be contacted by email or phone throughout the Charter journey within agreed boundaries¹
- Four face-to-face meetings with a client throughout the LGBT Charter journey
- Training delivered by LGBT Youth Scotland as follows:
 - Foundations – self-directed LGBT Awareness online training programme for staff and one live action-planning workshop



- Bronze – self-directed LGBT Awareness online training programme for staff and one live action-planning workshop
 - Silver – self-directed LGBT Awareness online training programme for staff and one live action-planning workshop
 - Gold – self-directed LGBT Awareness online training programme for staff, one live action-planning workshop and one Supporting Trans Young People Training for the champion group
 - **Please note** – the Charter sign-up fee includes an initial 100 training licenses for the online platform, and all our live workshops are delivered to a maximum of 25 attendees. If you require additional sessions based on your numbers, please see section 1.3 below
- Provision of a range of resources and tools designed to support your LGBT Charter journey including workbooks, document templates and exemplars from previous awardees
 - Access to the online LGBT Charter Hub
 - Support completing a client's Evidence Portfolio where required including document reviews and guidelines for best practice
 - A review of all elements of a client's submitted Evidence Portfolio including feedback on areas of improvement

1.3 The client may request **additional support** from LGBT Youth Scotland if required, using the following fee structure:

- Additional training sessions for staff - if a client wishes to re-enrol additional staff in the self-directed LGBT Awareness training after the deadline has passed – [REDACTED]
- Upgraded training for staff – the client may decide to undertake the Supporting Trans Young People Training at Bronze or Silver level – [REDACTED]
- If the client fails to reach the required minimum attendance at the training session, a second training session must take place to reach the minimum number of trained staff required. This will result in a fee of [REDACTED] per additional training session required to meet the standard
- Additional face-to-face meetings – if the client wishes to meet with their Charter Manager outside the standard four face-to-face meetings, they will be charged for their Charter Manager's travel expenses

1.4 LGBT Youth Scotland reserves the right to set the level of award the client will work towards following a baseline assessment of their capacity to reach the required standards within the allocated timeframe

- Organisations will begin at Bronze level unless they are able to provide evidence that they are already working above the level required

- Acceptance onto the Gold level will only be granted in the event that a client has already completed the LGBT Charter at Foundations, Bronze or Silver level

1.5 The LGBT Charter will only be awarded once the LGBT Charter review panel is satisfied that all corresponding standards have been met by the client. Participation in the programme does not guarantee an award, although every effort will be made by LGBT Youth Scotland to support the client to meet the required standard.

1.6 On receipt of the LGBT Charter Award LGBT Youth Scotland will provide:

- An awardee certificate
- Permission to display the LGBT Charter Mark (of the appropriate level) online and in print for the period of the LGBT Charter Award

1.7 LGBT Youth Scotland reserves the right to refuse any application for enrolment and participation in the LGBT Charter.

1.8 LGBT Charter clients will only be eligible for a refund of any fees paid where LGBT Youth Scotland has failed to provide any service listed in the terms of this agreement.

2. The Client's Commitments

2.1 The client agrees to pay a fee of **£1,750** enrolment in the LGBT Charter.

2.2 The client agrees to submit an Evidence Portfolio for review by LGBT Youth Scotland containing evidence detailing how they have met each of the Charter Standards at their agreed LGBT Charter Level.

2.3 By signing the agreement the client agrees to start their LGBT Charter journey immediately. A postponement of the start date may be agreed with the client's Charter Manager but may result in the client being placed on a waiting list if the Charter Manager subsequently reaches their capacity.

2.4 The client agrees to submit their Evidence Portfolio within 18 months of signing this agreement. Extensions to this time period will only be granted at the discretion of LGBT Youth Scotland. Failure to meet the deadline will result in expiry of the LGBT Charter and the client will be required to enrol and pay for the LGBT Charter again if they wish to complete their journey.

2.5 The client agrees to an initial meeting with their Charter Manager as soon as possible after signing the agreement in order to set expectations, book training and agree timescales for the LGBT Charter journey.

2.6 The client agrees to liaise with their staff around training, ensuring that the minimum percentage of required staff attend. If the minimum percentage is not met a second training session will need to be booked which will be charged at our standard rate, outlined in section 1.3.

2.7 The client and all staff agree to uphold a standard of behaviour which is open minded, inclusive and safe throughout the LGBT Charter journey. We may ask for some support from the client within training to ensure LGBT Youth Scotland staff safety and effective participation of all. Any inappropriate conduct will be raised with members of the client's leadership team and may result in removal from the LGBT Charter as per section 6.

2.8 The LGBT Charter is awarded for a period of three years after which point it is the responsibility of the client to either renew/upgrade their LGBT Charter Mark or to remove reference to the award from all relevant platforms.

3. Confidentiality

3.1 The client undertakes that it shall not at any time disclose to any person any information that it has received from LGBT Youth Scotland, by virtue of its LGBT Charter materials or otherwise, which may be of a confidential nature.

4. Intellectual property

4.1 The LGBT Charter, its content, resources, training package and structure remain the intellectual property of LGBT Youth Scotland. No part of the LGBT Charter Programme should be replicated, reproduced or shared with a third party without the explicit consent and accreditation of LGBT Youth Scotland. Where granted, LGBT Youth Scotland reserves the right to withdraw its consent at any time.

5. Client's Right to Cancel

5.1 LGBT Youth Scotland operate a 14-day 'cooling off' period for new clients. Within this period LGBT Youth Scotland will not provide support unless requested by the client.

5.2 The client has a right to cancel this Agreement within the 14-day cooling off period by giving notice in writing to LGBT Youth Scotland. If the client has requested that LGBT Youth Scotland begin providing support within this period, the client will incur an administration fee commensurate to the support received to that point.

5.3 The client may cancel this Agreement after the 14-day cooling off period has elapsed by giving notice in writing to LGBT Youth Scotland. At this stage no refund will be granted.

6. Termination and removal from LGBT Charter

6.1 LGBT Youth Scotland reserves the right to terminate this Agreement with immediate effect if:



- a. The client fails to meet the required commitments within the 18-month timeline provided for completion of the LGBT Charter or fails to respond to correspondence from LGBT Youth Scotland relating to their lapsed deadline
- b. The client is granted an extension but fails to submit their portfolio before their revised deadline
- c. The client's conduct or behaviour is inappropriate or in conflict with the aims of the LGBT Charter or there is evidence of homophobia, biphobia or transphobia on the part of the client or any of their staff and this conduct is not challenged or remedied
- d. The client brings the LGBT Charter into disrepute through its actions
- e. The client breaches any clause outlined in the agreement and fails to remedy the breach within 30 days of a request being made by LGBT Youth Scotland

6.2 If LGBT Youth Scotland exercises its right to terminate the Agreement it shall provide notice to the client stating the reasons for termination and the effective date of termination.

6.3 Termination of this Agreement can take place while working towards an LGBT Charter award or during the duration of the LGBT Charter Award (3 years).

6.4 Upon termination and removal from LGBT Charter Programme, the client must remove all references to LGBT Youth Scotland from its promotional matter, recruitment materials and website within a reasonable time.

I hereby acknowledge that I have read, understood agree to the terms of this Agreement:



Member of Senior Management at Client's organisation

[Samantha Stubbs, Head of People and Assets]

25th March 2024



LGBT Youth Scotland

Mhairi Crawford, Chief Executive

15th March 2024