



The 5% Club Employer Audit

Terms and Conditions

Entries for The 5% Club Employer Audit are subject to the following terms and conditions:

- The Club means The 5% Club Ltd, company number 10301475 and registered charity number 1179354.
- High Fliers means High Fliers Research Limited, The Gridiron Building, 1 Pancras Square, London N1C 4AG, the research and delivery provider supporting The Club with the Employer Audit.
- Member means the organisation participating in the Employer Audit and which is, or intends to become, a member of The 5% Club.

The Employer Audit Participation

Participation in the Employer Audit is limited to members of The 5% Club and organisations wishing to join The 5% Club through the Employer Audit process.

Entries may only be made using The Club's official Employer Audit Entry Form, which must be completed with the required information before the published entry deadline. Entry Forms cannot be amended after that deadline unless The Club agrees otherwise in writing.

Entry Forms and subsequent research questionnaire submissions will be acknowledged. Entries will be vetted and verified for accuracy before being assessed and scored. Participating organisations may be required to take part in a short telephone or online interview as part of the verification process.

The Club or High Fliers may correct obvious errors or administrative information in an entry, normally in consultation with the Member. If ethical, factual or eligibility concerns arise, The Club reserves the right to suspend or withdraw the entry.

Accreditation and methodology

The Club will award Bronze, Silver, Gold or Platinum membership based on the Employer Audit research undertaken by High Fliers on behalf of The Club and the methodology applying to that Audit cycle.

Gold membership will be awarded to organisations that have reached or exceeded the 5% target; Silver to those that have reached or exceeded 2.5%; and Bronze to organisations at the earlier stages of their journey towards the 5% target. Platinum will be awarded to organisations that have achieved Gold Membership in three consecutive years and, in their third year, have 10% or more of their workforce "earning and learning" through Apprenticeships, Graduate Schemes or Sponsored Student programmes.

The detailed Employer Audit methodology, including relevant definitions, calculation rules and eligibility requirements, will be applied consistently to all participants in the relevant Audit cycle. The organisers' decisions on accreditation are final.

Publication and use of accreditation

By participating, the Member agrees that The Club and High Fliers may publish the Member's organisation name and Bronze, Silver, Gold or Platinum accreditation level, including at The Club's Annual Skills Summit and in publicity associated with the Employer Audit. Underlying Audit responses and commercially sensitive information will not be published without the Member's agreement, except where disclosure is required by law.

Following the award, the Member may describe itself as a Bronze, Silver, Gold or Platinum member and use the relevant Employer Audit badge for the stated accreditation period only (for the 2026 Audit, November 2026 to October 2027). The right to use the badge is non-transferable, is subject to The Club's brand guidelines, and ends when the accreditation period expires or the award is withdrawn.

High Fliers and the Member

High Fliers will obtain data and information required by The Club to validate and verify the Employer Audit through a confidential research process and may contact the Member to verify aspects of the information supplied.

The Member will provide such reasonable support and information as The Club or High Fliers requires to complete the Employer Audit. Failure to meet published research deadlines may result in exclusion from the final Employer Audit results and accreditation process; no refund will be given in those circumstances.

Confidentiality

“Confidential Information” means non-public information concerning the business, affairs, customers, clients, suppliers, employees or operations of a Member that is supplied for the purposes of the Employer Audit. The Club and High Fliers will keep such information confidential and will use it only for the Employer Audit and related membership purposes.

This obligation does not apply to information that is already public through no breach of these terms, is lawfully received from another source, or must be disclosed by law or to professional advisers who are themselves subject to confidentiality obligations.

Data protection

The Club and High Fliers will process personal data in connection with the Employer Audit in accordance with applicable UK data protection law and The Club’s relevant privacy information. High Fliers may process personal data on behalf of The Club for the purposes of administering, researching, validating and reporting the Employer Audit.

The Member is responsible for ensuring that any personal data it supplies may lawfully be shared for these purposes. Personal data will be handled securely, retained only for as long as reasonably necessary for the relevant purposes or legal obligations, and will not be shared with third parties except where required to deliver the Employer Audit, where permitted by law, or with the individual’s consent.

Payment

The Member shall pay the published Employer Audit fee by invoice or company debit/credit card when signing up through the online Employer Audit Participation Form. Unless stated otherwise, published fees are exclusive of VAT, which will be charged where applicable. Invoices issued by The Club must be paid within 30 days of the invoice date.

Submission of the Employer Audit Participation Form constitutes an agreement to participate in the Audit and to pay the applicable fee. The Club may suspend participation, accreditation or delivery of Audit outputs while any invoice remains overdue.

Cancellation

A Member may cancel participation within 14 days of submitting the Employer Audit Participation Form without charge and any fee already paid will be refunded. After that 14-day period, the full Employer Audit fee remains payable and no refund will be made, unless The Club agrees otherwise in writing.

General

The Club may update these Terms and Conditions from time to time. The version applying when the Member submits its Participation Form will normally govern that Audit cycle. Any material change affecting current participants will be communicated to them.

Neither party will be liable for delay or failure caused by circumstances beyond its reasonable control. Nothing in these terms excludes or limits liability where it would be unlawful to do so. Subject to that, The Club’s total liability arising from participation in the Employer Audit will not exceed the Employer Audit fee paid or payable by the Member for the relevant Audit cycle.

If any provision of these terms is found to be invalid or unenforceable, the remaining provisions will continue in effect. These terms are governed by the laws of England and Wales, and the courts of England and Wales will have exclusive jurisdiction.

The 5% Club

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