

## TERMS OF BUSINESS

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### The Contract Between Us

#### Our Terms of Business

##### 1. GENERAL

Academy Ambassadors is a programme name and part of New Schools Network (company number: 06953650) and is referred to as “we”, “us” or “our” in these Terms of Business. The recruiting organisation is referred to as “you” or the “Academy Trust” in these Terms of Business.

These Terms of Business (together with the email accompanying them where they are sent to you by email) set out the terms of our contract with you (“Contract Terms”). You should keep them in a safe place as you may need to refer to them later. Please note:

- In the event of any conflict between a clause in the Terms of Business and the accompanying email, the clause in the Terms of Business shall prevail.
- Our contract with you is governed by the laws of England and Wales.
- The courts of England and Wales have exclusive jurisdiction.
- The Contract Terms may only be varied by agreement in writing by us.
- Unless otherwise agreed, the Contract Terms will apply to any future instructions given by you to us.

We agree to be appointed on a non-exclusive basis to identify for you prospective individuals (“Candidates”) for non-executive positions at Academy Trusts in England and to make introductions of such persons on the terms of these Contract Terms (the “Service”). We have no authority and will not hold ourselves out, nor permit any person to hold itself out, as being authorised to bind the Academy Trust in any way and shall not do any act which might reasonably create the impression that we are so authorised. We shall not make or enter into any contracts or commitments or incur any liability for or on behalf of the Academy Trust. **Where we advise you to use a paid-for advertisement route the decision to use that route shall be with the Academy Trust; any contract shall be made between the Academy Trust and the relevant third party and we shall have no liability whatsoever in relation to that.** We shall use all reasonable endeavours to meet any performance dates for the Services, but any such dates shall be estimates only.

**You agree to respond to enquiries from us as soon as practically possible, to provide the information requested by us and to notify us of any offer of an appointment which you make to any Candidate (“Appointment”). You agree to notify us within one week that your offer of an Appointment to a Candidate has been accepted and if during the search for a Candidate you appoint an individual who has not been introduced by us, you must make us aware. We reserve the right to withdraw our Services if a fair opportunity is not provided for Candidates sourced by us to be considered.**

##### 2. CONTENT OF THE ROLE SPECIFICATION

You shall send us the information regarding the role to be filled (“Specification Criteria”), and in doing so you warrant that you are authorised to submit the Specification Criteria to us and that we are free to use any and all of its content including your name in the provision of the Services or otherwise as we, acting reasonably, deem appropriate, including for marketing purposes. The Specification Criteria should include the responsibilities of the Academy Trust Board that the Candidate would be required to fulfil; the location and likely time commitment required of the successful candidate; and the experience, training, qualifications and any authorisation which you consider necessary or which is required by law or any professional body for the Candidate to possess in order to undertake the non-executive position. In addition you shall provide details of the date you require the Candidate to commence and the duration or likely duration of the term.

We will advise you on the content of the Specification Criteria and will be entitled to make changes before publication. A final draft will be sent to you and it remains your responsibility to check all content in a timely fashion. You agree to a) be solely responsible for the content of the Specification Criteria submitted to be published on our website; and b) to ensure that all information supplied in the Specification Criteria is true, accurate, up-to-date and not misleading or likely to mislead or deceive and that it is not discriminatory, obscene, offensive, defamatory or otherwise illegal or inappropriate, unlawful or in breach of any applicable legislation, regulations, guidelines or codes of practice or the copyright, trade mark or other intellectual property rights of any person in any jurisdiction. We will distribute the Specification Criteria to various media outlets and our networks and we make no

guarantee that the Specification Criteria will be published as provided and take no responsibility for such third parties altering the Specification Criteria without our permission.

##### 3. INTRODUCTIONS

Introductions of Candidates to you by us are confidential. The disclosure by you to a third party of any details regarding any Candidate we introduce which may result in an Academy Trust Board appointment elsewhere must be agreed in writing with us in advance. Candidates are introduced for Board level roles at multi-academy trusts and not local governing body appointments. Multi-Academy Trust appointments are defined as appointments of full Non-Executive Directors or Trustees to the main board. Local Governing Body is defined as a localised committee of the main board usually with responsibility over one individual academy within a multi-academy trust. Exceptions to this principle may be made where we agree so in writing in advance.

##### 4. SUITABILITY AND REFERENCES

We endeavour to ensure the suitability of any Candidate we introduce by checking that they have the experience required under our criteria for eligible potential NEDs and under the Specification Criteria and that the Candidate is willing to fulfil the role which you seek to fill. The generic criteria by which we judge suitability are published on our website (“Generic Criteria”). Role-specific criteria will be as specified by you in the Specification Criteria. You are responsible for ensuring that the Candidate is aware of any requirements imposed by law to undertake a position as a non-executive at a multi-academy trust. You are responsible for ensuring that it would not be detrimental to your interests or those of the Candidate for the Candidate to undertake the position which you seek to fill. We shall have no liability in respect of any of the matters referred to above and you shall satisfy yourself as to the suitability of the Candidate. It is your responsibility to conduct Disclosure and Barring Service (DBS) checks and other checks and take up any references provided by the Candidate before appointing the Candidate to the trust board. You are also responsible for checking for any conflicts of interest and satisfying any other requirements, qualifications or permission required by the Department for Education, company or charity law or your Articles of Association. Details of the expenses policy at your Academy Trust should be discussed directly between you and the Candidate.

## 5. EQUALITY OF OPPORTUNITY

Academy Trusts are under a specific Public Sector Equality duty pursuant to section 149 of the Equality Act 2010. While we seek to deliver a Service that allows open and fair recruitment wherever possible, you are responsible for ensuring that the recruitment process you undertake complies with the Equality duty. You agree to set out clear criteria for the non-executive position either in the Specification Criteria or in discussion with us. We may recruit from an internal pool where Candidates that meet the Specification Criteria and location requirements are available and/or we may advertise the role externally. We may sift out Candidates if they do not meet the Specification Criteria or do not meet the Generic Criteria. You are responsible for all final longlisting, shortlisting and Appointment decisions and must make reasonable assessments of suitability of Candidates against the Specification Criteria. It is your responsibility to ensure that your recruitment and appointment process is compliant with your internal policies and Articles of Association. We are not responsible for the appointment process.

## 6. LIMITATION OF LIABILITY

Below is set out our entire financial liability (including any liability for the acts or omissions of our employees, agents, consultants or subcontractors) to you in respect of any breach of these Contract Terms including any deliberate breach by us or our employees, agents, consultants or subcontractors; and any representation, statement or tortious act or omission (including negligence) arising under or in connection with these Contract Terms. All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded. Nothing in these Contract Terms limits or excludes our liability for death or personal injury resulting from negligence, or for any damage or liability incurred by you as a result of fraud or fraudulent misrepresentation by us. Subject to the above, we shall not be liable for loss of profits, loss of business, depletion of goodwill and/or similar losses, loss of goods, loss of contract, loss of corruption of data or information, any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses or any acts or omissions of the Candidate.

## 7. INTELLECTUAL PROPERTY RIGHTS

All intellectual property rights in or arising out of or in connection with the Services shall be owned by us. You acknowledge that, in respect of any third party intellectual

property rights in the Services, your use of any such Intellectual Property Rights is conditional on us obtaining a written licence from the relevant licensor on such terms as will entitle us to license such rights to you.

## 8. CONFIDENTIALITY

A party ("Receiving Party") shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the Receiving Party by the other party ("Disclosing Party"), its employees, agents or subcontractors, and any other confidential information concerning the Disclosing Party's business or its products or its services which the Receiving Party may obtain. The Receiving Party shall restrict disclosure of such confidential information to such of its employees, agents, consultants or subcontractors as they need to know it for the purpose of discharging the Receiving Party's obligations under the Contract, and shall ensure that such employees, agents, consultants or subcontractors are subject to obligations of confidentiality corresponding to those which bind the Receiving Party. This shall remain in force following termination of the Contract Terms. Nothing in the Contract Terms is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between any of the parties, nor constitute any party the agent of another party for any purpose. No party shall have authority to act as agent for, or to bind, the other party in any way.

A person who is not a party to the Contract Terms shall not have any rights under or in connection with it.

## 9. DATA SHARING

For the purposes of this clause 9, "Data Protection Legislation" means (i) unless and until the General Data Protection Regulation ((EU) 2016/679) ("GDPR") is no longer directly applicable in the UK, the GDPR and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK and then (ii) any successor legislation to the GDPR or the Data Protection Act 1998. The terms "personal data" and "data subject" used in this clause 9 have the meanings generally given to them under Data Protection Legislation.

Both parties will comply with all applicable requirements of the Data Protection Legislation. We will share personal data with you in the performance of the Services and you may

equally do so with us. Each party will ensure that it has all necessary appropriate consents and notices in place to enable the lawful transfer of the personal data to the other party for the duration and purposes of this agreement.

Our service is supported and funded by the Department for Education (DfE) and we work in partnership with the Inspiring Governance service (IG) run by the Education and Employers Taskforce. We therefore routinely share data with the DfE, including notifying the DfE where successful appointments have been made. We also routinely share data with IG, including notifying IG where an organisation is not eligible for our service and may want to recruit through IG.

Where you mark information as confidential such data will not be shared.

You confirm that you will, in relation to any personal data processed in connection with your responsibilities under these Contract Terms:

- (a) Process that personal data only for the purposes of performance under these Contract Terms.
- (b) Agree that you will not transfer any personal data to any third parties.
- (c) Ensure that you have in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the personal data to be protected, having regard to the state of technological development and the cost of implementing any measures (for instance, pseudonymising and encrypting).
- (d) Assist us in responding to any request from a data subject and in ensuring compliance with our obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators.
- (e) Maintain complete and accurate records and information to demonstrate your compliance with this clause 9 and provide us access to such records if reasonably requested by us.
- (f) Ensure that all personnel who have access to and/or process personal data are obliged to keep it confidential.

(g) Not transfer any personal data outside of the European Economic Area.

(h) Notify us without undue delay on becoming aware of a breach in relation to the use of personal data.

(i) At our written direction, delete or return personal data and any copies on termination of these Contract Terms unless required by applicable law to store it.