

20th April 2018

Candidate Terms and Conditions

1. Who we are

Academy Ambassadors is a programme name and part of New Schools Network (company number: 06953650) and is referred to as “**Academy Ambassadors**”, “**we**” or “**us**” in these Terms and Conditions (“**Candidate Terms & Conditions**”). Our registered office address is 8th Floor, Westminster Tower, 3 Albert Embankment, London SE1 7SP.

In these Candidate Terms & Conditions, we may refer to you as “**you**” or the “**Candidate**”.

By continuing to use our services, you are agreeing to comply with and be bound by these Candidate Terms & Conditions, which govern our relationship with you. If you disagree with any part of these Candidate Terms & Conditions, please do not use our Services.

2. General

We agree to work with you, on a non-exclusive basis, to help identify you as a prospective individual seeking a non-executive director (“**NED**”) position on the board of an academy trust in England and Wales (“**Academy Trust**”) and to make introductions of you to such prospective Academy Trusts on the terms of these Candidate Terms & Conditions (“**Services**”). We have no authority and do not hold ourselves out, or permit any person to hold themselves out, as being authorised to bind any Academy Trust in any way. We do not make or enter into any contracts or commitments or incur any liability for or on behalf of any Academy Trust.

These Candidate Terms & Conditions (together with the email accompanying them, where applicable)) set out the terms of our contract with you. 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 Candidate Terms & Conditions and the accompanying email, the clause in the Candidate Terms & Conditions shall prevail.
- Our Candidate Terms & Conditions with you are governed by the laws of England and Wales.
- The courts of England and Wales have exclusive jurisdiction.
- The Candidate Terms & Conditions may only be varied by agreement in writing by us.

3. Your Obligations

You agree to respond to enquiries from us as soon as practically possible, to provide requested information and to notify us of any offer of an appointment to a position which you receive from an Academy Trust (“Appointment”). You agree to notify us within one week if you accept an offer of Appointment.

You confirm that you will not submit within your CV, an online application form, enquiry form or any other communication to us any inaccurate, incomplete or false information (including biographical information about yourself and/or information about your ability to work in the United Kingdom or elsewhere). You shall disclose to us without delay any information that could exclude you from charity/academy trusteeship, company directorship or make you ineligible under our Candidate Eligibility Criteria (please see the ‘Candidate Eligibility’ section below). If you fail to disclose any such information, we may remove/exclude you from our Services now and in the future.

You understand and consent that in order to facilitate the Services on your behalf, we may forward your details to Academy Trusts and additionally display promotional excerpts from your details on the academyambassadors.org website or other websites of the New Schools Network. You agree and accept that your present employer may access the academyambassadors.org or New Schools Network websites and you unconditionally waive any and all claims you may have against us as a result of any loss you may suffer as a result of the information being displayed on our websites or which is republished on any third party websites without our knowledge.

You accept our right to terminate your registration and/or application (including any services or information available on or through our website or newsletters) at any time in our absolute discretion and without any explanation or notification.

You agree to indemnify us and keep us indemnified against all costs, expenses, claims, losses, liabilities or proceedings arising from use or misuse by you of our Services.

4. Candidate Eligibility

Please note the following eligibility requirements expected of any successfully appointed Candidate (“Candidate Eligibility Criteria”):

- Candidates should have senior-level experience from business, public sector, charity or the professions as well as the requisite qualities that enable board members to use their skills and knowledge to function well as part of a team and make an active contribution to effective governance (for more details of the competencies required for good governance please see the [DfE Competency Framework for Governance](#)).
- Candidates should live within a reasonable travelling distance of the Academy Trust and/or have a link with the region the Academy Trust is based in.
- Candidates should be domiciled in England and be able to prove their right to work in the UK.
- All Candidates working with Academy Ambassadors are expected to meet the standards of conduct detailed in:
 - the [Department for Education’s model articles of association for academy trusts](#); and
 - the [Nolan Principles of Public Life](#).

In particular, Candidates should demonstrate selflessness, integrity, objectivity, accountability, openness and honesty in all dealings with us and the Academy Trust.

If your application or subsequent conversations give us any cause to doubt that you would be eligible for trusteeship under the Department for Education’s model articles of association, or that you would not uphold the Nolan Principles of Public Life once in post, then we reserve the right to exclude you from the pool of candidates.

5. Introductions

Introductions of Candidates to Academy Trusts are confidential. While we take all reasonable endeavours to ensure it is the case that any third parties and Academy Trusts to which we provide Candidate information or data keep such information/data confidential, we do not make any guarantees to such effect, and will not accept any liability for the negligent acts of a third party.

We are solely responsible for making introductions of Candidates to Academy Trusts. As such, we do not organise any interviews conducted by the Academy Trust and are not responsible for interviews taking place in a timely fashion.

While we will seek to obtain full and frank information regarding the role to be filled (“Specification Criteria”) from the Academy Trust, we are not responsible for ensuring that the Specification Criteria for any NED position provided by the Academy Trust is accurate or complete. Equally, we are not responsible for the non-disclosure of any problems at the Academy Trust that the candidate finds pre or post appointment.

6. Appointment

You accept that while we will use our reasonable endeavours to find a suitable Appointment for you, we do not guarantee that any Academy Trust will ask for your information, or will interview or appoint you.

The decision about whether or not to appoint a Candidate rests entirely with the Academy Trust, not Academy Ambassadors. An Academy Trust may base its decision whether or not to appoint you, purely or partly on a judgement against the Candidate Eligibility Criteria, amongst other factors. Academy Ambassadors shall not make any Appointment of Candidates to Academy Trust boards. We have no authority and do not hold ourselves out, nor permit any person to hold him/herself out, as being authorised to bind the Academy Trust in any way. We shall not make or enter into any contracts or commitments or incur any liability for or on behalf of the Academy Trust.

We make no representation or warranty as to the final terms and duration of any Appointment obtained through our Services. You waive any claims against us for failure to find you such Appointment or in relation to the terms or duration of any Appointment. Furthermore, it is your responsibility to conduct your own due diligence directly with the Academy Trust before accepting any Appointment.

Please note all appointments are subject to Disclosure and Barring Service (DBS) and reference checks which shall be undertaken by the Academy Trust.

NED positions recruited via Academy Ambassadors are pro-bono and are not remunerated. Reasonable NED expenses may be paid by some Academy Trusts, but should be agreed with the Academy Trust separately.

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7. 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 Candidate Terms & Conditions 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 Candidate Terms & Conditions. In relation to the Services, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded. Nothing in these Candidate Terms and Conditions limits or excludes the liability of us for death or personal injury resulting from negligence, 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, any acts or omissions of any Academy Trust.

For clarity, we will not be liable for anything that may occur, or damage you may suffer, in the process of your Appointment or on your Appointment with an Academy Trust. Your liability to the Academy Trust and the Academy Trust's liability to you, are distinct and separate from our relationship with you.

For your reference, please view our helpful [Guide to Academy Trust Directors/Trustees Liabilities](#). Please note, this document is for informational purposes only and is not intended as legal advice. Should you choose to rely on the contents of the guide, the role specification or any other document describing the role you do so at your own risk and of your own volition and we will not be liable for any damage or liability incurred by you during your term of Appointment that directly or indirectly arises from your reliance on this document.

8. 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.

9. Confidentiality

You shall keep in strict confidence all technical or commercial know-how, financial data, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to you by us, our employees, agents or subcontractors, and any other confidential information concerning our, or an Academy Trust's, business or its products or its services which you may obtain (altogether "Confidential Information"), and you will only use such Confidential Information as permitted in writing by us. This shall remain in force following termination of the Candidate Terms & Conditions. Nothing in the Candidate Terms & Conditions is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between you and us, 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. If so requested by us at any time in writing, you shall promptly delete, destroy or return to us all documents and materials (and any copies) containing, reflecting, incorporating or based on our Confidential Information.

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10. Data Privacy Statement

We are committed to ensuring that your privacy is protected. For the purposes of Data Protection Legislation, Academy Ambassadors is the Data Controller. This means we are in charge of holding and processing personal information about you. Should we ask you to provide certain information by which you can be identified when using this/our website, or via any other means (such as over the telephone or via email) then you can be assured that it will only be used in accordance with this data privacy statement.

If you have any questions about this Data Privacy Statement or how we deal with your personal information, you should contact our Data Protection Officer, Sigrun Bjork Olafsdottir, at sigrun@newschoolsnetwork.org or on 020 7952 8556.

For the purposes of these terms and conditions, “**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.

I. What information we will collect

The data we collect about you might include the following:-

Personal Data

- Name;
- Gender;
- Date of birth;
- Email;
- Home address;
- Second home address (where applicable);
- Work location and address;
- Post code;
- Phone number;
- Details of your previous work experience, skills, experience and hobbies (e.g. from your CV or LinkedIn profile); and
- Autobiographic information relating to opinions / views on education and experience at school.

(“**Personal Data**”)

Sensitive Personal Data

- Race and/or Ethnicity
- Philosophical or political opinion
- Religion and/or spirituality
- Physical and/or mental health conditions
- Sexuality
- Trade union membership/non-membership
- Commission of criminal offences and/or involvement in criminal proceedings.

(“**Sensitive Personal Data**”)

(hereinafter together, “**Data**”)

II. How we will collect your Data

Your Data is collected when you provide us with a copy of your CV, link to your LinkedIn profile, when you provide us with information via email (e.g. your covering email attaching your CV) or over the telephone, in person, or when you register interest in a position through an online registration form on our website (www.academyambassadors.org) or via another third party organisation.

III. How we use/process your Data

The following table sets out how we will use your Data, and the legal basis for that use:

USE	LEGAL BASIS
To review your suitability as a potential Academy Trust NED, based on the Data that you have provided to us	<p>You have indicated to us that you would like to seek appointment as an Academy Trust NED, and have engaged us to assist you with this. It is therefore in your interests, in our interests, and necessary in order for the performance of our contract with you, that we carry out this analysis to determine your suitability, and can assist you in the way that you have asked us to.</p> <p>This also is in our legitimate interest, because it is required to ensure that the service that we are offering can be provided in the most effective and economical manner.</p>
To contact you in relation to the above purpose, and seek further information/Data where required	As above, given the service that we have offered to you, it is necessary for the performance of our contract with you that we are able to contact you in this way, and also within our legitimate interest to seek to ensure that the Data that we have is sufficient, and accurate.
To make introductions of you to prospective Academy Trusts we will share your Data with them as applicable	As above, given the service that we have offered to you, it is necessary for the performance of our contract with you that we are able to share your Data with prospective Academy Trusts so that they may make an assessment as to your suitability for any available roles.
To contact you by email regarding potential vacancies and with information pertinent to your expressed wish of becoming an Academy Trust NED	Given your expressed wish, the information which we provide as a series of mailings is tailored to assisting you with your goal of obtaining a post. It is in your interests to receive this information, and within our interests to supply it to maximise your potential suitability, and so we consider these mailings to be a legitimate interest of ours to supply. In the interests of fairness, however, if you would prefer not to receive them, you can opt out by emailing academyambassadors@newschoolsnetwork.org , stating 'unsubscribe from mailing list' in the subject line, or calling 020 7952 8556.
To provide the Department for Education (DfE) with information regarding potential and appointed NEDs, including name, location, contact details including phone, address and email, Academy Trust board appointed to and, on occasion, a summary biography, featuring current and most recent work roles.	<p>The DfE collects this information as part of its public duty in relation to education, and the passing of Data to them as detailed is considered to be in the exercise of a function that is in the public interest.</p> <p>The DfE have a legitimate interest in pursuing excellence in educational trusteeship, and therefore the provision of the Data detailed is in order to facilitate that legitimate interest.</p> <p>If you would rather that we did not send your Data to the DfE, please inform us in writing of this via email to academyambassadors@newschoolsnetwork.org, or by letter to Academy Ambassadors, 8th Floor, Westminster Tower, 3 Albert Embankment, London SE1 7SP and we will endeavour to comply with your request.</p>
To support candidates who are not eligible for our service to find the role they seek, we provide our trusted partner, the Inspiring Governance service (IG), part of Education and Employers, candidates unsuitable for the Academy Ambassadors programme (Candidates who don't meet our	<p>IG have a legitimate interest in pursuing excellence in educational trusteeship, and therefore the provision of the Data detailed is in order to facilitate that legitimate interest.</p> <p>If you would rather that we did not send your Data to IG,</p>

<p>Candidate Eligibility Criteria).</p>	<p>please inform us in writing of this via email to academyambassadors@newschoolsnetwork.org, or by letter to Academy Ambassadors, 8th Floor, Westminster Tower, 3 Albert Embankment, London SE1 7SP and we will endeavour to comply with your request.</p>
<p>Post Appointment, we will retain your contact details in order to send you information relevant to your new role, with a view to enhancing your knowledge and expertise relevant to your role.</p>	<p>Ensuring that Academy Trust NEDs are well informed about their role is an action that is within the public interest, and it is on that basis that we provide the information to you.</p> <p>Further to this, it is a legitimate interest of the Academy Trusts with whom we place individuals that they have individuals who are knowledgeable.</p> <p>If you would prefer not to receive this information, then please email academyambassadors@newschoolsnetwork.org, stating 'unsubscribe from mailing list' in the subject line, or call us on 020 7952 8556.</p>
<p>Post Appointment, we will retain details of any Academy Trust roles you previously applied to for contextual information, any feedback on your role with the Academy Trust and details of events you attend with a view to providing tailored follow-up by way of invitations to specific events. We may also invite you to be involved in specific programmes or to give views as part of DfE or other third party consultation exercises.</p>	<p>Ensuring that Academy Trust NEDs are well informed about their role is an action that is within the public interest, and it is on that basis that we provide the information to you. Contextual information allows us to tailor the invitations to events to your needs and interests.</p> <p>Appointed NEDs frequently express a desire to give feedback on their role and the education system and retaining information allows us to facilitate this process.</p> <p>If you would prefer not to receive this information or be involved in any additional activity, then please email academyambassadors@newschoolsnetwork.org, stating 'unsubscribe from mailing list' in the subject line, or call us on 020 7952 8556.</p>
<p>To provide names and contact details to third parties where we have retained them to provide support services for Candidates or for Appointed NEDs. Such support services would include the hosting of webinars and events and are aimed at providing further information relevant to your new role (Appointed NED), or with a view to enhancing your knowledge and expertise relevant to a prospective role (Candidates).</p>	<p>Ensuring that Academy Trust NEDs are well informed about their role is an action that is within the public interest, and it is on that basis that we share your contact details with certain third parties to provide further information to you.</p> <p>Further to this, it is a legitimate interest of the Academy Trusts with whom we place individuals that they have individuals who are knowledgeable.</p>
<p>To third parties, regulatory or law enforcement agencies if we believe in good faith that we are required by law to disclose it in connection with the detection of crime, the collection of taxes or duties, in order to comply with any applicable law or order of a court of competent jurisdiction, or in connection with legal proceedings.</p>	<p>In these cases, we will either be required to provide the Data under a legal obligation, or it will be within the legitimate interests of the body concerned that we send this Data, those interests being dependent upon the information sought and the body making the request. Should we receive such a request, we will review whether a legitimate interest exists, and whether we are able to send that information on a case by case basis.</p>

From time to time we may seek your consent to process, use or disclose your Data for any other purpose not listed above.

In the course of the recruitment process you may provide us with Sensitive Personal Data (defined in the "What information we will collect" section above), for the purpose of matching you with an appropriate Academy Trust. The use of your Sensitive Personal Data for this purpose is lawful because we have obtained your express consent to hold and use this information, given independently of these Candidate Terms & Conditions. You may withdraw your consent at any time (see the "How to remove your consent or opt-out" section below). As such data is only

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used for the purpose of matching you with an appropriate Academy Trust, it will only be held for as long as you are searching for an Appointment, and removed thereafter.

Please note that if we consider you to be unsuitable to hold a position as an Academy Trust NED, either because other candidates were a closer fit to the specific Academy Trust role criteria or because you did not meet the specific Academy Trust role criteria in any case, then we will retain the following identifying details to match against any future application that you may make:

- Full name
- Gender
- Email address
- Address
- Postcode
- Details of your previous work experience and hobbies
- Views on education and experience at school
- Details of previous Academy Trust roles applied for

Given the level of public interest involved in ensuring that only suitable candidates are able to take up positions as Academy Trust NEDs, we take the view that holding this Data and using it for this purpose is an action that is in the public interest.

IV. How to remove your consent or opt-out

You may withdraw your consent or opt-out of our Lawful Use of your Data for the purposes outlined above at any time, either by using the opt-out option (where available), by emailing us at academyambassadors@newschoolsnetwork.org or by writing to us at Academy Ambassadors, 8th Floor, Westminster Tower, 3 Albert Embankment, London SE1 7SP.

V. Security

We are committed to ensuring that your Data is secure. In order to prevent unauthorised access or disclosure, we have put in place suitable physical, electronic and managerial procedures to safeguard and secure the Data we collect. For example, we use a password protected database to protect your Data and ensure all staff undertake data protection training.

VI. How we share your Data with third parties

We will not sell, distribute or lease your Data to third parties unless we have your permission or the law allows us to do so.

If you do not wish to share the Data you have provided to us with the DfE or IG then please use the opt-out option (where available), email us at academyambassadors@newschoolsnetwork.org, or write to us at Academy Ambassadors, 8th Floor, Westminster Tower, 3 Albert Embankment, London SE1 7SP.

We reserve the right to transfer your Data to a third party in the event of a sale, merger, liquidation, receivership or transfer of all or substantially all of the assets of our company provided that the third party agrees to adhere to the terms of these Candidate Terms & Conditions and provided that the third party only uses your Data for the purposes that you provided it to us. You will be notified in the event of any such transfer and you will be afforded an opportunity to opt-out. This is a legitimate interest of the third party and you to ensure that the service can continue.

VII. Use of Aggregated Data

Where Data can be aggregated (and anonymised), we may use this to better understand our Candidates as a group so that we can provide you with a better service. We may also share aggregate Data with the selected third parties mentioned above, without disclosing individual names or identifying information.

VIII. How long we keep your Data

We keep your CV and covering information on file for as long as you are searching for a suitable position, unless you tell us that you are no longer seeking a position and no longer want us to hold onto your Data.

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Once you have been appointed we will retain contact information full name, gender, email address, address, postcode and details of your work experience and hobbies in order to provide you with updates relevant to your position. We will hold and use this Data for as long as you remain, to the best of our knowledge, a NED, - or unless otherwise stated by you.

If, for any reason, you are deemed unsuitable to be an Academy Trust NED, we will keep basic identifying information about you for three (3) years, for the purpose of identifying any future applications by you. If serious concerns of a safeguarding, fraudulent or criminal nature are raised by any party in any part of this process we reserve the right to keep basic identifying information, including, name, address, contact details and basic biographical information, about you indefinitely for the purpose of identifying any future applications by you.

Any Sensitive Personal Data that you have provided will only be held for as long as you are searching for an Appointment.

IX. Your rights

You have the right to:

- ask for access to your personal Data;
- ask for rectification of the Data we hold about you;
- ask for the erasure of Data about you;
- ask for our processing of your personal Data to be restricted;
- receive your Data in a form allowing you to transit it to another data controller (portability);
- object to us processing your Data.

If you want to exercise any of these rights, for example, by requesting a copy of the Data which we hold about you, please contact our Data Protection Officer, Sigrun Bjork Olafsdottir, at sigrun@newschoolsnetwork.org, or on 020 7952 8556, or by writing to us at Academy Ambassadors, 8th Floor, Westminster Tower, 3 Albert Embankment, London SE1 7SP.

If at any time you are not happy with how we are processing your Data then you may raise the issue with Sigrun Bjork Olafsdottir at sigrun@newschoolsnetwork.org and if you are not happy with the outcome you may raise a complaint with the Information Commissioner's Office.

Information Commissioner's Office
Wycliffe House
Water Lane
Wilmslow
Cheshire
SK9 5AF

Tel: 0303 123 1113 (local rate) or 01625 545 745 if you prefer to use a national rate number.

X. Updating your Data

If any of the Data you provide when subscribing to the Services changes, please update please notify us at academyambassadors@newschoolsnetwork.org.

XI. Newsletter

If you subscribe to one of our newsletters and at any time you wish to stop receiving this or any other information you may have requested from us or any other company, please email academyambassadors@newschoolsnetwork.org stating 'unsubscribe from mailing list' in the subject line, or click the unsubscribe link at the bottom of any communication you may receive from us.

11. Choice of Law and Jurisdiction

The use of these Candidate Terms & Conditions are to be governed by and construed in accordance with the laws of England and Wales. The courts of England and Wales are to have exclusive jurisdiction to settle any dispute arising out of or in connection with the use of these Candidate Terms & Conditions.

If any provision of these Candidate Terms & Conditions is held to be invalid by a court of competent jurisdiction, such invalidity shall not affect the validity of the remaining provisions, which shall remain in full force and effect.

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12. Amendments to these Candidate Terms & Conditions

We may occasionally make modifications to these Candidate Terms & Conditions (“**Variations**”) and, if the Variations are significant, will endeavour to give you prior notification (including, for certain services, email notification of Variations). Variations become effective immediately upon posting to the Site and by continuing to use the Site, you will be deemed to accept any such Variations.