

# Candidate Terms and Conditions

## 1. Who we are

We are run by New Schools Network (company number: 06953650) and we are referred to as, “we”, “our” or “us” in these Terms and Conditions (“**Candidate Terms & Conditions**”). Our registered office address is 71-75 Shelton Street, Covent Garden, London, WC2H 9JQ. We run the Academy Ambassadors Programme (“**AAP**”).

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.

You can contact us by telephoning us on 020 7537 9208 or by writing to us at our registered address.

If we have to contact you, we will do so by telephone or by writing to you using the contact details in your CV.

## 2. These Candidate Terms & Conditions

- 2.1 These Candidate Terms & Conditions are the terms and conditions on which we will work with you, on a non-exclusive basis, to help identify you as a prospective individual seeking a non-executive director (“**NED**”) / trustee 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**”).
- 2.2 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.
- 2.3 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. 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.

### 3. Information on this Site

- 3.1 The content on the [newschoolsnetwork.org](https://newschoolsnetwork.org) website (“Site”) is provided for general information only. It is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on our Site.
- 3.2 Although we make reasonable efforts to obtain accurate details about the positions advertised on our Site, we make no representations, warranties or guarantees, whether express or implied, that such details are accurate, complete or up to date. We are not responsible for the non-disclosure of any information impacting the position or its execution the Candidate discovers prior to or following any appointment.

### 4. Your Obligations

- 4.1 You may register an interest in a position through our Site. In order to use the Services, you agree to provide details which shall include, but are not limited to, your name, email address and CV, which shall include details of your qualifications, training, experience, employment history and references.
- 4.2 You must ensure that all information you submit to us is, true, accurate, complete and up-to-date. In the event that any of the information you have submitted to us becomes incorrect, inaccurate, incomplete or out-of-date, you shall submit updated information to the us as soon as is reasonably possible. Where you submit details of any third parties (such as referees), you shall ensure that you have obtained permission from such third party to submit their information to us.
- 4.3 You warrant that all information provided by you within your CV, an online application form, enquiry form or any other communication to us, is accurate, complete and up-to-date (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.

- 4.4 By registering an interest in a position, you confirm that you:
- 4.4.1 have read and understood the details of the position;
  - 4.4.2 understand the overarching roles and responsibilities of the position, the commitment required and the part you can play in contributing towards effective governance; and
  - 4.4.3 you fulfil the Candidate Eligibility Criteria.
- 4.5 If you wish to apply for multiple positions, you must register a separate interest for each such position.
- 4.6 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 [newschoolsnetwork.org](https://newschoolsnetwork.org) website or other websites of the New Schools Network. You agree and accept that your present employer may access the Site or New Schools Network website 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.
- 4.7 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.
- 4.8 You agree to indemnify us and keep us indemnified against all costs, expenses, claims, losses, liabilities or proceedings arising from:
- any use by you of our Services, or use by you that is in breach of these Candidate Terms & Conditions; and
  - your submission of any information or application.

## 5. Candidate Eligibility

### 5.1 You must fulfil the following eligibility requirements in order to be considered for and undertake an appointment (“Candidate Eligibility Criteria”):

- 5.1.1 Candidates should have senior-level experience and expertise 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](#)).
- 5.1.2 Candidates should be willing to travel to the Academy Trust to attend meetings when required and/or live within a reasonable travelling distance of the Academy Trust and/or have a link with the region the Academy Trust is based in.
- 5.1.3 Candidates should be domiciled in England and be able to prove their right to work in the UK.
- 5.1.4 All Candidates working with AAP must meet the standards of conduct detailed in:
  - (a) the Department for Education’s model articles of association for academy trusts; and
  - (b) the Nolan Principles of Public Life.
- 5.1.5 In particular, Candidates should demonstrate selflessness, integrity, objectivity, accountability, openness and honesty in all dealings with us and the Academy Trust.

5.2 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.

## 6. Introductions

6.1 Our introductions of Candidates to Academy Trusts are confidential. While we take

reasonable endeavours to ensure 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.

- 6.2 We are responsible only for making introductions of candidates to Academy Trusts. We are not responsible for organising any interviews conducted by the Academy Trust or for interviews taking place in a timely fashion.

## 7. Appointment

- 7.1 You accept that we may forward your CV and details to an Academy Trust but we do not guarantee that any Academy Trust will ask for your information, or will interview or appoint you.
- 7.2 We are not responsible for making any Appointments of any candidates to Academy Trust boards. The decision about whether or not to appoint a Candidate rests entirely with the Academy Trust, not with us. 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.
- 7.3 We make no representation or warranty as to the final terms and duration of any Appointment obtained through our Services. We shall not be liable if you do not obtain an Appointment, or if any Appointment offered to you is not suitable due to its duration and / or any other terms of the Appointment. We shall not have any liability arising from the terms of any Appointment. You acknowledge and accept that you are responsible for all communications with the Academy Trust once we have made an introduction, for reviewing and ensuring that you are agreeable to the terms of any Appointment.
- 7.4 Please note all appointments are subject to Disclosure and Barring Service (DBS) and reference checks which shall be undertaken by the Academy Trust.
- 7.5 NED positions recruited via Academy Ambassadors are pro-bono and are not remunerated. Reasonable NED expenses may be paid by some Academy Trusts, but you should agree this with the Academy Trust separately.

## 8. Limitation of liability

- 8.1 We shall not be liable for any of the following:
- 8.1.1 the loss of any data, CV's or other materials submitted by you;
  - 8.1.2 any errors or inaccuracies in the information on our Site including, but not limited to, advertisements for positions;
  - 8.1.3 failure by you to secure a position with any Academy Trust for whatever reason;
  - 8.1.4 any loss or damage, howsoever caused, arising out of any act or omission of an Academy Trust; and
  - 8.1.5 any loss or damage, howsoever caused, arising out of any material submitted to us by you.
- 8.2 If we fail to comply with these Candidate Terms & Conditions, we are responsible for loss or damage you suffer that is a foreseeable result of our breach or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time you started to use the Services, both we and you knew it might happen, for example, if you discussed it with us prior to submitting your CV.
- 8.3 Nothing in these Candidate Terms & Conditions limits or excludes our liability for death or personal injury resulting from our 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.
- 8.4 For clarity, we will not be liable for anything that may occur, or damage or loss you may suffer, in the process of your Appointment or on or during 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.

8.5 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.

## 9. Intellectual property rights

We are the owner or the licensee of all intellectual property rights in our Site, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

## 10. 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. 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.

## 11. Data Protection

Personal data will be processed as set out in our privacy policy at <https://www.newschoolsnetwork.org/privacy> as updated or amended from time to time.

## 12. Termination

We reserve the right to cease providing the Services at any time in our absolute discretion and without any explanation or notification.

## 13. Other important terms

- 13.1 **We may transfer this agreement to someone else.** We may transfer our rights and obligations under these Candidate Terms & Conditions to another organisation.
- 13.2 **Nobody else has any rights under these Candidate Terms & Conditions.** This contract is between you and us. No other person shall have any rights to enforce any of its terms.
- 13.3 **If a court finds part of this contract illegal, the rest will continue in force.** Each of the paragraphs of these Candidate Terms & Conditions operates separately. 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.
- 13.4 **Even if we delay in enforcing this contract, we can still enforce it later.** If we do not insist immediately that you do anything you are required to do under these Candidate Terms & Conditions, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date.
- 13.5 **Amendments or changes 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.
- 13.6 These Candidate Terms & Conditions supersede all previous terms.
- 13.7 **Which laws apply to this contract and where you may bring legal proceedings.** These Candidate Terms & Conditions, their subject matter and their formation, are governed by and construed in accordance with the laws of England and Wales. You and we both agree that the courts of England and Wales will have exclusive jurisdiction to settle any dispute arising out of or in connection with the use of these Candidate Terms & Conditions except that if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are resident of Scotland, you may also bring proceedings in Scotland.