

# Network of Excellence Full Partnership Terms and Conditions (T&Cs)

## 1. Recitals

- 1.1 Challenge Partners ("we", "us", "our") is an education charity, led by practitioners, through which schools collaborate to improve each other and the education system as a whole, so all children benefit. We work with schools across the country, and focus on school improvement, leadership development and knowledge exchange. Our programmes are grounded in evidence of what works, regular quality assurance, and sharing the collective wisdom in our schools. All subscribers are part of the Network of Excellence ("Network of Excellence"), a national community of schools and trusts collaborating, challenging each other and sharing knowledge and expertise to enable mutual improvement.
- 1.2 These T&Cs confirm the terms of our commitment to the School, the School's commitment to Challenge Partners and the terms of our payment and cancellation policies relating to the School's Network of Excellence subscription.

## 2. Interpretation

For the purposes of these T&Cs, the following terms shall have the meaning ascribed to them below:

"25/26 means the English academic year (our partnership year), starting on 1 September 2025;

"26/27 means the English academic year (our partnership year), starting on 1 September 2026;

"Area of Excellence" means an area in which the School excels and which has been accredited as part of a Quality Assurance Review (and "Areas of Excellence" shall be construed accordingly);

"Cancellation Policy" means the Challenge Partners cancellation policy available online;

"Challenge Partners" means a company limited by guarantee incorporated under the laws of England and Wales (company number 8048330 and registered charity number 1149266) whose registered office is at Oxford House, 49 Oxford Road, London, N4 3EY;

"Challenge Partners Materials" means the resources and materials created or owned by Challenge Partners and provided as part of this Agreement;

"Growing the Top" means a structured school improvement programme organised by Challenge Partners to help strong schools with an area of systemic leading practice they are willing to share. learn from each other through school visit days, events, research and discussions.

"Hub" means a local area group of Challenge Partners schools led by a Senior Partner and Hub Manager;

"Hub Action Plan" means the annual plan co-created and documented by the schools in a Hub, which sets out how Hub Funding will be spent over the course of the year;

"Hub Funding" means the annual funding to support agreed, common school improvement priorities based on a proportion of the combined subscription fees from schools in the Hub;

"Hub Manager" means the designated local area Hub leader who supports the Senior Partner;

"Network of Excellence" shall have the meaning ascribed to it in paragraph 1 (Recitals) above;

"Partners Area" means the secure members' area on the Challenge Partners' [website](#) where resources and materials are uploaded by partners and members of Challenge Partners for the benefit of other partners and members;

"QA Report" means the quality assurance report prepared by Challenge Partners following a Quality Assurance Review;

"Quality Assurance Reviewer" or "QA Reviewer" means the individual tasked with conducting QA Reviews;

"Quality Assurance Review" or "QA Review" means an annual, in-person peer review organised by Challenge Partners (and "QA Reviews" shall be construed accordingly);

"Resources Area" means the [secure area](#) on Challenge Partners' website where resources and materials are uploaded by Challenge Partners and made available to partners and members;

"School Materials" means the resources and materials provided by the School as part of this Agreement;

"Senior Partner" means the designated local area Hub leader who is supported by the Hub Manager;

"SEND Developmental Peer Review" means a structured school improvement programme organised by Challenge Partners to help schools self-audit SEND provision and outcomes and work together to share practice and develop;

"Subscription Date" means the date on which the Subscription Form is completed and when these T&Cs are agreed to;

"Subscription Form" means the online form which the School or Group completes in order to join the Network of Excellence;

"Term" shall have the meaning ascribed to it in paragraph 3 (Term and Authority) below, and,

"Trio" means the group of schools formed as part of the Growing the Top Programme or SEND Developmental Peer Review.

"You" or the "School" means a school which has submitted a Subscription Form.

### 3. Term and Authority

- 3.1 The terms set out herein shall remain valid from and including the Subscription Date until (and including) the 31 August on the calendar year according to the final year of the School's subscription, unless terminated in accordance with these T&Cs (the "Term").
- 3.2 The School shall promptly notify Challenge Partners if at any time during the Term:
  - 3.2.1 the School anticipates that it may not be capable of meeting its obligations under these T&Cs; or
  - 3.2.2 the School's circumstances change in a way which would materially impact their ability to comply with its obligations under these T&Cs, or could (in the opinion of the School, acting reasonably) impact Challenge Partners, and the School and Challenge Partners shall work together in good faith to reach a solution, failing which these T&Cs shall be terminated in accordance with the terms of these T&Cs.
- 3.3 You hereby confirm that you are authorised to bind the School.
- 3.4 Nothing in these T&Cs shall have the effect of appointing a School or any representative of the School as a partner of Challenge Partners for the purposes of the articles of association of Challenge Partners or the UK Companies' Act 2006.

### 4. Renewal

- 4.1 The School may choose to renew its subscription to the Network of Excellence by notifying Challenge Partners during the Spring or Summer Term before the new academic year.
- 4.2 The School is under no obligation to renew its subscription to the Network of Excellence except where the school has signed up for a multi-year deal.
  - 4.2.1 For the 26/27 subscription, new multi-year deals will include choosing school improvement programmes for both years of the multi-year deal at the time of commencing the subscription. When renewal of the second year opens, the School can change their chosen school improvement programme without penalty until the dates set out in the cancellation policy.
  - 4.2.2 Multi-year deals which commenced in 25/26 and are continuing into 26/27 continue in line with 25/26 Challenge Partners terms and conditions, where the School must select their 26/27 programme ahead of the partnership year commencing 1st September.
- 4.3 The School may choose to renew its subscription to the Network of Excellence for the same, or a shorter or longer term as its original subscription.
- 4.4 If the School chooses to renew its subscription,
  - 4.4.1 Challenge Partners is under no obligation to agree to the renewal; and
  - 4.4.2 Challenge Partners reserves the right to amend the terms (from the terms set out in these T&Cs) on which the School subscribes to the Network of Excellence.

### 5. Pricing

- 5.1 Where the School chooses to sign up for a multi-year deal in 26/27, this guarantees that the per pupil fee will remain the same in the second year of subscription, as the full fee of the year commencing the multi-year deal..
- 5.2 A multi-year deal does not guarantee discounts or additional fees included in year one will be available for the remaining years of the multi-year deal. For clarity, discounts and additional fees are subject to year-on-year changes at the discretion of Challenge Partners.

## 6. **Termination**

- 6.1 Challenge Partners may terminate the School's subscription at any time by providing the School with 30 days' prior written notice.
- 6.2 Where the School terminates their subscription all cancellation fees stated in the [Cancellation Policy](#) shall be payable to Challenge Partners, on the terms set out in the Cancellation Policy.

## 7. **Challenge Partners' commitment to the school**

### 7.1 **National Network**

- 7.1.1 During the Term, we will:
  - (a) enable collaboration and the sharing of expertise between Challenge Partners schools for the benefit of the pupils and staff in the School through a variety of digital and face-to-face channels.

### 7.2 **Hub**

- 7.2.1 During the Term, where the School has chosen to participate in a Hub, we will:
  - (a) make reasonable endeavours to provide a Hub with other participating local or regionally based schools;
  - (b) provide each Hub with Hub Funding;
  - (c) make reasonable endeavours to ensure the Hub creates a Hub Action Plan setting out the activities throughout the Term that will help the schools in the Hub reach their collective aims.

### 7.3 **School improvement**

- 7.3.1 During the Term, we will:
  - (a) (when a QA Review is chosen) organise a QA Review to take place at the School or agree suitable alternative arrangements if this is not possible (unless the right detailed in 9.2 below is reasonably invoked);
  - (b) (when a QA Review is chosen) provide QA Reviewer training for one or more of the School's senior leaders to become trained to undertake QA Reviews of other schools in the Network of Excellence; and

- (c) (when Growing the Top or SEND Developmental Peer Review are chosen) organise for the School's participation in events and activities relating to the selected programme
- (d) enable the School to use the strength of the Network of Excellence to support the School's improvement plans.

## 8. The School's commitment to Challenge Partners

### 8.1 National network

- 8.1.1 During the Term, the School will
  - (a) take an active role in the Network of Excellence so all school communities may benefit from their expertise;
  - (b) respond promptly to requests for information or participation;
  - (c) hold itself and others to the values of excellence, equity, courageous leadership, collaboration, challenge and innovation: and
  - (d) follow Challenge Partners' [Safeguarding Policy](#) and [Code of Conduct](#) when visiting other schools or carrying out leadership development activities on behalf of the Hubs/any other Challenge Partners' activities.

### 8.2 Hub

- 8.2.1 During the Term where the School has chosen to participate in a Hub:
  - (a) a representative of the School will attend each relevant Hub meeting - ideally the headteacher or, where that is not possible, a nominated senior leader;
  - (b) the School will actively contribute to its Hub's priorities and Hub Action Plan; and
  - (c) the School will develop effective relationships with other schools in the Network of Excellence.

### 8.3 School improvement

- 8.3.1 During the Term, the School will:
  - (a) (where QA Review is chosen) ensure that enough senior leaders are available and released to take part in QA Reviewer training and attend QA Reviews in other schools in the network over the academic year. Each school must provide enough reviewers that they meet their full reviewer commitment (equivalent to the number of reviewers the school would expect to receive for its own QA review)
  - (b) (where QA Review is chosen) share its QA Review report (where applicable) with at least the Senior Partner, the Hub Manager and Challenge Partners'

central team, and (ideally, but at the school's discretion) other schools in its Hub; and

- (c) share practice and accredited Areas of Excellence with the rest of the Network of Excellence, and be willing to discuss areas of good practice with other Schools in the Network of Excellence that wish to find out more.
- (d) (when either Growing the Top or SEND Developmental Peer Review Programmes are chosen) commit to their given group of schools, host a visit day and ensure availability of senior leaders to visit other schools in the group.

## 9. Payment Policy

- 9.1 Within 30 calendar days of the date of any invoice sent by Challenge Partners to the School, the School shall pay Challenge Partners the fee specified in such invoice in accordance with the terms of the invoice (inclusive of value added tax).
- 9.2 If payment of the fee is not received 4 calendar weeks prior to the date of the School's scheduled QA Review, Challenge Partners reserve the right to cancel or postpone the QA Review until payment is received.
- 9.3 Where a failure on the part of the School to meet the terms of paragraph 8.3.1(a) and 8.3.1 (d) results in additional costs being incurred by Challenge Partners or another school in the Network of Excellence, Challenge Partners reserves the right to recover these costs from the School, unless there are reasonable mitigating circumstances.
- 9.4 Challenge Partners and the School reserve the right to agree to payment terms which differ from those set out in these T&Cs during the course of the Term, provided that both parties agree in writing.

## 10. Confidentiality, AI Analysis, Publications and Public Sector Reporting

- 10.1 Commercial Confidentiality: The School shall maintain the strict confidentiality of Challenge Partners' commercial and intellectual property, including fees paid, discounts obtained, and Challenge Partners' proprietary frameworks and methodologies. These terms shall not be disclosed to any third party (excepting professional auditors or as required by law) for a period of five (5) years following the termination of this Agreement.
- 10.2 Research, Publications and Public Sector Reporting: The School grants Challenge Partners a perpetual, royalty-free licence to use the data within the QA Review reports and other data held by Challenge Partners on the School, (including references to the School departments and staff job titles) for the purposes of trend analysis and public-facing research and publications.
- 10.3 Anonymisation and Aggregation: Any information intended for public disclosure shall be strictly anonymised and aggregated.
- 10.4 Artificial Intelligence (AI) and Data Security: Challenge Partners may utilise AI tools to assist in processing data held about schools, subject to the following:

- 10.4.1 Private Environment: All AI processing is conducted within a secure, private enterprise environment.
- 10.4.2 Non-Training Guarantee: Challenge Partners warrants that the School's data shall not be used to "train" or "fine-tune" any public or third-party AI models.
- 10.4.3 Human Oversight: AI is used as a tool for data synthesis; all final outputs remain subject to professional human moderation.

10.5 Survival: The obligations in this clause 10 shall survive the termination of this Agreement.

## 11. Privacy Policy

11.1 Challenge Partners is committed to handling data in line with our privacy policy, and with all applicable requirements of the Data Protection Legislation. This includes the UK GDPR, the Data Protection Act 2018 and the Data (Use and Access) Act 2025, together with any other applicable laws relating to the processing of personal data and privacy as amended, replaced, or updated from time to time. Our privacy policy is available by visiting [www.challen gepartners.org/privacy-policy](http://www.challen gepartners.org/privacy-policy).

## 12. Acceptance and changes to these and other terms

- 12.1 Challenge Partners may update or change these T&Cs and any other relevant terms, including the Cancellation Policy and QA Review Cancellation Policy and may add new terms and conditions at any time to accurately reflect the services we provide or our practices. Once the School has been notified of any updated terms, they will become effective and the School will be bound by them. If the School does not agree to abide by any changed or new terms, the School should notify Challenge Partners immediately.

## 13. Intellectual Property

- 13.1 In accepting these T&Cs, the School acknowledges that all right, title and interest in and to the Challenge Partners Materials provided to the School as part of this Agreement, and any intellectual property rights therein, are owned by Challenge Partners.
- 13.2 In consideration for the fees paid by the School to Challenge Partners, Challenge Partners hereby grants the School
  - (a) a non-exclusive, non-transferable, fully paid-up, licence, during the Term, to use, reproduce, print, download and/or store the Challenge Partners Materials provided to the School via the Resources Area for the use cases set out in paragraphs 7 and 8 above, provided that:
    - (b) the School acknowledges that all resources, materials and/or reports provided to it are protected by copyright and the School will not modify, transmit, distribute externally or sublicense these resources or materials to third parties outside of the School without the prior written approval of Challenge Partners; and

- (c) all copies of any resources, materials and/or reports must retain any copyright or other intellectual property notices contained on the original resources and materials, and
- (d) a non-exclusive, non-transferable, fully paid-up, perpetual licence to use, reproduce, publish, distribute, print, download and/or store the QA Report provided to the School (or extracts from it), provided that:
- (e) the School acknowledges that the QA Report and template are protected by copyright and the School will not modify the QA Report without the prior written approval of Challenge Partners; and
- (f) all copies of the QA Report must retain any copyright or other intellectual property notices contained on the original resources and materials.

13.3 Challenge Partners acknowledges that all right, title and interest in and to the School Materials provided to Challenge Partners as part of this Agreement, and any intellectual property rights therein, are owned by the School.

13.4 In consideration for services provided pursuant to this Agreement, the School hereby grants Challenge Partners a non-exclusive, non-transferable, sub-licensable (through multiple tiers), fully paid-up, perpetual licence to use, reproduce, distribute, communicate, print, download and/or store the School Materials provided to Challenge Partners for (i) the use cases described in paragraphs 7 and 8 above, (ii) the provision of the School Materials to other partners and members of Challenge Partners via the Partner Area, (iii) the provision of the School Materials to attendees of any webinar, event or visit (whether in person or online) hosted by Challenge Partners and the School provided that:

- 13.4.1 Challenge Partners acknowledges that all resources, materials and/or reports provided to it are protected by copyright and Challenge Partners will not modify, these resources or materials without the prior written approval of the School; and
- 13.4.2 all copies of any resources, materials and/or reports must retain any copyright or other intellectual property notices contained on the original resources and materials.

13.5 The licences granted for the duration of the Term pursuant to this paragraph 13 shall terminate automatically upon expiry of your subscription on the date set out in paragraph 3.1 above or on termination of this Agreement before the end of the Term.

13.6 Each party warrants to the other party that:

- 13.6.1 it is either the owner of copyright in the materials it provides under this Agreement or it is permitted to license the materials it provides as set out herein; and
- 13.6.2 the exercise of the rights granted under this Agreement will not infringe the rights of any third party.

## 14. Notice

A notice under or in connection with this Agreement shall be given by email

- (a) in the case of notice given to the School, to the email address specified in the Subscription Form for the relevant signing authority
- (b) in the case of notice given to Challenge Partners to [partnershipsteam@challengepartners.org](mailto:partnershipsteam@challengepartners.org).

## 15. Governing Law

These Terms and Conditions are governed by English law. The Courts of England have exclusive jurisdiction to decide any dispute arising from or connected with these Terms and Conditions.

## 16. Limitation of Liability

- 16.1 The liability of Challenge Partners in respect of any claim arising under or in respect of the Terms and Conditions shall be limited to an amount equal to the fees paid or payable by the School in respect of its fees in the relevant partnership year.
- 16.2 This limitation shall not apply if the claim arises out of or relation to death or personal injury or fraud.