

# Trust Partnership Terms and Conditions (T&C's)

## 1. BACKGROUND

- 1.1.** Challenge Partners ("we", "us", "our") is an education charity, led by practitioners, through which schools and trusts collaborate to improve each other and the education system as a whole, so all children benefit. We work with schools and trusts across the country at national, regional and local levels building capacity for sustained school and trust improvement through our programmes and networks. Our programmes are grounded in evidence of what works, regular quality assurance and sharing the collective wisdom in the system.
- 1.2.** Challenge Partners' unique blend of collaboration, challenge, knowledge exchange and disciplined innovation has driven improvements in schools across the country. Building on this successful formula, the following options allow trusts to join the partnership at a Trust-level, and the Trust will have chosen to participate in at least one of the following:
  - 1.2.1.** Trust Leaders' Network
  - 1.2.2.** Trust Peer Review
  - 1.2.3.** Trust Leaders Residential
  - 1.2.4.** School improvement programmes and/or networks (separate agreements)
  - 1.2.5.** or all of the above as part of the Trust Partnership Package
- 1.3.** These T&Cs confirm the terms of Challenge Partners' commitment to the Trust; the Trust's commitment to Challenge Partners, including other trusts in the Partnership; and the terms of our payment and cancellation policies relating to trust partnership.

## 2. INTERPRETATION

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

"Cancellation Policy" means the Challenge Partners cancellation policy set out below;

"Challenge Partners" means a company limited by guarantee incorporated under the laws of England and Wales (company number 8048330 and registered charity number

## CHALLENGE PARTNERS

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;

"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;

"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;

"Subscription Date"<sup>1</sup> means the date on which the Subscription Form is completed and submitted to us;

"Subscription Form" means the online form which a School or trust completes in order to join the Network of Excellence, and select its chosen programmes and networks to make up its Trust Partnership Package;

"Term" shall have the meaning ascribed to it in paragraph 6.1 below;

"trust" means a group of schools that work together as a single organisation to improve educational standards;

"Trust Leaders' Network" means a national network organised by Challenge Partners to support the development of trusts and trust leaders;

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

"Trust Peer Review" means an expert-led trust peer review organised by Challenge Partners;

"Trust Leaders Residential" means a two-day event organised by Challenge Partners for subscribing trust leaders;

"Trust Partnership Package" means the full complement of activities offered under our Trust Leaders' Network, the Trust Peer Review and the Trust Leaders' Residential;

"You" or the "Trust" means a trust which has submitted a Subscription Form.

### 3. Challenge Partners' commitment to the Trust

**3.1.** For the Trust Leaders Network, Challenge Partners will make all reasonable endeavours to arrange for the Trust's CEO or other nominated participant:

- 3.1.1.** an onboarding process to support you to get best value for the Trust from the range of opportunities on offer and for the Trust to help shape the programme so it best meets your needs
- 3.1.2.** high quality facilitation and pre-meeting preparation to enable participants to get maximum value out of the sessions
- 3.1.3.** a programme of facilitated trust visits designed to maximise learning and development around common challenges, offered as a blend of face to face and digital meetings
- 3.1.4.** webinars hosted in partnership with trusts and business to share best practice and connect leaders in different roles
- 3.1.5.** training to become a Trust Peer Reviewer
- 3.1.6.** a national trust leaders' conference combining sharing of effective and innovative practice, and stimulus from within and beyond education
- 3.1.7.** insights from business designed to explore leading industry practice on areas including corporate strategy, communications, talent management, as well as different leadership styles and organisational cultures
- 3.1.8.** information and invitations to all events run via our National Network of Excellence for schools and trusts, including access to our exclusive website and school peer support directory

**3.2.** For the Trust Peer Review Challenge Partners will make all reasonable endeavours to:

- 3.2.1.** appoint an independent lead reviewer, who will lead trust peer reviewers and work with host trust leaders as one team
- 3.2.2.** build a picture of how school improvement operates across the Trust and the impact it is having through rich professional dialogue about strengths, areas for development and next steps
- 3.2.3.** provide a written report for the Trust within a reasonable time frame to review
- 3.2.4.** provide Trust Peer Review training to two of the Trust's leaders
- 3.2.5.** provide a place at our national trust leaders' conference

**3.3.** For the Trust Leaders Residential, Challenge Partners will make all reasonable endeavours to:

## CHALLENGE PARTNERS

- 3.3.1.** arrange a 2-day residential bringing your nominated Trust Leaders together with peer CEO or Deputy CEOs to reflect on their leadership impact, evaluate and plan their next steps with the benefit of peer coaching and expert facilitation enjoying access to resources from their award-winning leadership curriculum
  - 3.4.** For the full Trust Partnership Package, Challenge Partners will make all reasonable endeavours to provide:
    - 3.4.1.** all deliverables specified under 3.1, 3.2 and 3.3.

## 4. The Trust's commitment to Challenge Partners, including other Trusts in the Partnership

- 4.1.** The Trust will make all reasonable endeavours to collaborate generously and without prejudice, observe confidentiality as requested and discuss issues honestly and clearly.
- 4.2.** For the Trust Leaders' Network, the Trust will make all reasonable endeavours to:
  - 4.2.1.** work with us to agree how it will reciprocate learning and development of other trust leaders in the Trust Leaders' Network e.g. by hosting trust visits, webinars, sharing contacts in our Trust Directory;
  - 4.2.2.** contribute ideas and 'live issues' for our small group Trust visits that can be explored in a peer coaching model on the day;
  - 4.2.3.** share resources and relevant meeting materials to be distributed to attendees; and
  - 4.2.4.** when hosting a visit:
    - 4.2.4.1.** work with the Lead Facilitator to co-create a visit agenda which maximises learning opportunities for the host and visiting trust leaders; and
    - 4.2.4.2.** provide refreshments including a sandwich lunch for attendees at the Trust's expense.

- 4.3.** For the Trust Peer Review, the Trust will make all reasonable endeavours to:

- 4.3.1.** host a Trust Peer Review, including the provision of refreshments and sandwich lunches throughout the days on site and transport between schools or sites at the Trust's expense
- 4.3.2.** provide key information and co-create the schedule of activities with the Lead Reviewer prior to the review

## CHALLENGE PARTNERS

- 4.3.3. deliver a trust overview presentation when the review commences
- 4.3.4. assign leaders from the Trust to provide information and participate throughout the review
- 4.3.5. provide a dedicated room for review team discussions
- 4.3.6. provide at least two of the Trust's leaders to be trained as peer reviewers and go out on reviews, who will adopt the following ethos when out on review:
  - 4.3.6.1. commit to understanding the Trust being reviewed on its own terms, locating all observations and accompanying questions within the context of that trust and what it is trying to achieve
  - 4.3.6.2. be challenging and rigorous, willing to have courageous conversations in the best interests of the children and communities the Trust serves
  - 4.3.6.3. leave the Trust being reviewed in a better position than at the start of the review
- 4.4. The Trust shall bear any expenses which it may incur in hosting and travelling to reviews and other events.

## 5. Intellectual Property

- 5.1. In accepting these T&Cs, the Trust acknowledges that all right, title and interest in and to the Challenge Partners Materials provided to the Trust as part of this Agreement, and any intellectual property rights therein, are owned by Challenge Partners.
- 5.2. In consideration for the fees set out in paragraph 8 below, Challenge Partners hereby grants the Trust
  - 5.2.1.1. 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 Trust via the Resources Area for the use cases set out in paragraphs 3 and 4 above, provided that:
  - 5.2.1.2. the Trust acknowledges that all resources, materials and/or reports provided to it are protected by copyright and the Trust will not modify, transmit, distribute externally or sublicense these resources or materials to third parties outside of the Trust without the prior written approval of Challenge Partners; and
  - 5.2.1.3. 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

## CHALLENGE PARTNERS

- 5.2.1.4. 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 Trust (or extracts from it), provided that:
  - 5.2.1.5. the Trust acknowledges that the QA Report and template are protected by copyright and the Trust will not modify the QA Report without the prior written approval of Challenge Partners; and
  - 5.2.1.6. all copies of the QA Report must retain any copyright or other intellectual property notices contained on the original resources and materials.
- 5.3. Challenge Partners acknowledges that all right, title and interest in and to the Trust Materials provided to Challenge Partners as part of this Agreement, and any intellectual property rights therein, are owned by the Trust.
- 5.4. In consideration for services provided pursuant to this Agreement, the Trust 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 Trust Materials provided to Challenge Partners for (i) the use cases described in paragraphs 3 and 4 above, (ii) the provision of the Trust Materials to other partners and members of Challenge Partners via the Partner Area, (iii) the provision of the Trust Materials to attendees of any webinar, event or visit (whether in person or online) hosted by Challenge Partners and the Trust provided that:
  - 5.4.1. 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 Trust; and
  - 5.4.2. 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.
- 5.5. The licences granted for the duration of the Term pursuant to this paragraph 5 shall terminate automatically upon expiry of your subscription on the date set out in paragraph 6.1 below or on termination of this Agreement before the end of the Term.
- 5.6. Each party warrants to the other party that:
  - 5.6.1. 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
  - 5.6.2. the exercise of the rights granted under this Agreement will not infringe the rights of any third party.

## 6. Acceptance and Changes to these and other Terms

- 6.1.** These Terms and Conditions take effect when you submit a Subscription Form under which you accept these Terms and Conditions and will continue until 31 August 2027 (the "Term").
- 6.2.** Challenge Partners may update or change these T&C's and any other relevant items, including the Cancellation Policy and may add new terms and conditions at any time to accurately reflect the services we provide or our practices. It will notify the Trust of any such changes and if any such change is not accepted by the Trust, it may terminate its subscription on immediate notice without penalty (notwithstanding paragraph 7.2),
- 6.3.** The Trust shall promptly notify Challenge Partners via email in accordance with paragraph 11 if at any time during the Term:
  - 6.3.1.** the Trust anticipates that it may not be capable of meeting its obligations under these T&Cs; or
  - 6.3.2.** the Trust's circumstances change in a way which would materially impact its ability to comply with its obligations under these T&Cs, or could (in the opinion of the Trust, acting reasonably) impact Challenge Partners, and the Trust and Challenge Partners shall work together in good faith to reach a solution, failing which these T&Cs shall be terminated in accordance with paragraph 7 of these T&Cs.
  - 6.3.3.** Nothing in these T&Cs shall have the effect of appointing a Trust or any representative of the Trust as a partner of Challenge Partners for the purposes of the articles of association of Challenge Partners or the UK Companies' Act 2006.
- 6.4.** Our Privacy Policy [HERE](#) sets out information about our processing of information relating to identifiable individuals ("personal data"), their privacy rights and related matters. Before disclosing any personal data to us in connection with your membership of the Challenge Partners' Network of Excellence, you shall ensure that the individual to whom the data relates is aware of the disclosure and our identity and has had an opportunity to review our privacy policy.
- 6.5.** You warrant and represent that the person who submits the Subscription Form on your behalf is duly authorised to commit the Trust to these T&Cs.

## 7. Termination

- 7.1.** Challenge Partners may terminate the Agreement by providing the Trust with 30 days' prior written notice via email, to the email address specified in the Subscription Form.

**7.2.** Subject to paragraph 6.2, the Trust may terminate its subscription by giving 30 days' written notice at any time, in which case all cancellation fees stated in the Cancellation Policy shall be payable to Challenge Partners, on the terms set out in the Cancellation Policy (below).

## 8. Trust Offer Fees

**8.1.** For the Trust Leaders' Network, the Trust agrees to make the full payment of £4,900 plus VAT, by 15 September 2026 (unless a complimentary place has been agreed in accordance with Challenge Partners' Trust Offer as shown in your completed Subscription Form or the trust has declined the residential in which case the fee shall be £2,950)

**8.1.1.** Trust subscriptions totalling £24,000 or more are eligible for a 5% discount and a complimentary place on the Trust Leaders' Network (excluding residential).

**8.1.2.** If a total of £24,000 is reliant on purchasing the Trust Leaders' Network, the Trust is not eligible for the complimentary place. The 5% discount will still be applied.

**8.2.** For the Trust Peer Review, the Trust agrees to pay £8,150 plus VAT, 12 weeks before the agreed date of the Trust Peer Review.

**8.3.** For the Trust Leaders' Residential, the Trust agrees to pay £1,950 plus VAT before 1 January 2027.

**8.4.** Invoices will be issued in respect of the above amounts which are payable invoices within 30 days of the date of the invoice or by the dates specified above if earlier.

## 9. Payment Policy

**9.1.** In respect of any services other than those referred to in paragraph 8 (to which the terms of paragraph 8 apply to the exclusion of any other terms), within 30 days of the date of any invoice sent by Challenge Partners to the Trust, the Trust shall pay Challenge Partners the fee specified in such invoice in accordance with the terms of the invoice (inclusive of value added tax). Challenge Partners reserves the right to ask for invoice payment sooner than 30 days from the invoice date, if an order is received from a Trust less than 8 weeks before the commencement of an agreed programme or network.

**9.2.** If payment of the fee is not received 4 calendar weeks prior to the date of the commencement of agreed programmes or networks, Challenge Partners reserve the right to cancel or postpone the Trust's involvement until payment is received.

## CHALLENGE PARTNERS

**9.3.** Challenge Partners and the Trust 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 such amended terms in writing.

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

**10.1.** Commercial Confidentiality: The Trust 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 Trust grants Challenge Partners a perpetual, royalty-free licence to use the data within the QA Reports and other data held by Challenge Partners on schools and trusts, (including references to school and trust 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 and trusts, 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 Trust'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 paragraph 10 shall survive the termination of this Agreement.

## 11. Notice

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

- 11.1.** in the case of notice given to the Trust, to the email address specified in the Subscription Form for the Trust's CEO
- 11.2.** in the case of notice given to Challenge Partners to [trusts@challengepartners.org](mailto:trusts@challengepartners.org).

## 12. 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.

## 13. Limitation of Liability

- 13.1.** 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 Trust in respect of its Trust Partnership Package in the relevant partnership year.
- 13.2.** This limitation shall not apply if the claim arises out of or relation to death or personal injury or fraud.

# Challenge Partners Cancellation Policies

In rare circumstances, a trust which is part of the Challenge Partners Trust Leaders Network may ask to cancel their subscription to the Trust Leaders' Network and/or Leadership Residential part way through the year. While occasionally unavoidable, we do ask that trusts endeavour as far as possible to honour the commitment they make to other trusts and trust leaders, whose experience can be compromised when a withdrawing trust does not fulfil its commitment to participate.

Cancellations are carried out in line with the following policy, in order to minimise disruption to other trusts in the network.

For each of the different programmes, administrative work undertaken by the Challenge Partners' central team and disruption to other partner trusts, requires a withdrawal fee of £525 plus VAT at different points according to each programme to cover costs incurred by Challenge Partners. Trusts withdrawing from multiple programmes at once are subject to multiple withdrawal fees. Refunds are unavailable after the point at which the programme commences at the start of the partnership year. See below the different points at which these charges occur in relation to each programme.

For the purposes of this cancellation policy, the "partnership year" runs from 1 September to 31 August.

## Trust Leaders' Network and Leadership Residential cancellation policy

A trust may cancel their subscription to the Trust Leaders' Network and/or Leadership Residential provided we receive notification in writing no later than 30th September.

In the period following 30th September up until the date of the Trust Leaders' Network Induction, cancellation of the Trust Leaders' Network and/or the Leadership Residential incurs a withdrawal fee of £525 plus VAT for each of these networks/events to cover costs incurred by Challenge Partners.

On the date of, and following, the Trust Leaders' Network Induction, trusts cancelling their subscription to the Trust Leaders' Network and/or Leadership Residential will not be entitled to a refund. Additional charges may apply for anything the Trust has accessed prior to cancellation.

## Trust Peer Review cancellation policy

A trust may cancel their subscription to the Trust Peer Review provided we receive notification in writing no later than 30th November. There will be a withdrawal fee of £525 plus VAT for cancellation to cover costs incurred by Challenge Partners within this period.

From December 1st 2026 onward, trusts cancelling their subscription to the Trust Peer Review will not be entitled to a refund.

In certain circumstances, a Trust Peer Review may need to be cancelled either by the Trust or by Challenge Partners. We recognise that cancelled reviews can cause significant inconvenience to the host trust and the peer reviewers due to attend; we therefore do all we can to avoid cancelling reviews

## CHALLENGE PARTNERS

and ask that trusts do the same. This document explains the circumstances in which Challenge Partners' will reschedule a cancelled Trust Peer Review.

### 1. Cancellation by Challenge Partners

**1.1** If for any reason Challenge Partners needs to cancel the Trust Peer Review at your trust, we will notify you with a phone call in the first instance, this will then be followed up with an email to confirm. We reserve the right to cancel or postpone the Peer Review of any trust that has not paid its review fees in full 12 calendar weeks before the Peer Review is due to take place.

**1.2** If your Trust Peer Review is cancelled due to non-payment of fees, any decision to reschedule will be dependent on receiving payment of the fees and at our discretion.

**1.3** If Challenge Partners cancels your Trust Peer Review for any reason other than non-payment of fees, you will be entitled to have a Trust Peer Review scheduled at an alternative date during the partnership year and Challenge Partners will endeavour to organise this on dates convenient to you, subject to Lead Reviewer availability.

### 2. Cancellation by the Trust

**2.1** If you wish to cancel your Trust Peer Review, you must notify Challenge Partners by emailing [trusts@challengepartners.org](mailto:trusts@challengepartners.org). For the purpose of implementing this cancellation policy, the date of receipt of this email is the date of which the cancellation shall be recorded.

**2.2** If you cancel your Trust Peer Review, we cannot guarantee that we will be able to reschedule it for a later date during the partnership year.

**2.3** Challenge Partners may, at its discretion, make an exception to point 2.2 and reschedule a Trust Peer Review under exceptional circumstances. These may include:

- Trust emergencies where the Trust is unable to host the review due to unforeseen circumstances affecting leadership or schools within the Trust
- Compassionate reasons affecting staff or students
- Unforeseen events preventing reviewers from reaching the Trust

**2.4** In the event of the circumstances listed in 2.3, trusts must notify Challenge Partners at the earliest opportunity so the best course of action can be discussed.

## CHALLENGE PARTNERS

**2.5** Please be aware that if your Trust Peer Review is rescheduled, Challenge Partners cannot guarantee your choice of dates or full review teams, as these depend on the availability of peer reviewers.

### 3. Information for reviewers visiting other trusts

In some circumstances, a reviewer's Trust Peer Review may be cancelled, or a reviewer may have to be taken off a Trust Peer Review for other reasons. This policy explains Challenge Partners policy for cancelling reviewers.

**3.1** If for any reason as a reviewer you are taken off a Trust Peer Review, Challenge Partners will notify you by email in the first instance, and by phone call if we do not receive a response to our email. If the Trust Peer Review is within the next week we will notify you with a phone call. You will need to confirm receipt of this notification with Challenge Partners as soon as possible.

**3.2** Challenge Partners will endeavour to find you an alternative Trust Peer Review to attend.

**3.3** Challenge Partners may be able to cover some of your non-refundable expenses. Please contact the Central Team for more information. Please see the [Cancelled Reviewer Expenses Policy](#) for a full explanation of any compensation to which you may be entitled.