



## Network of Excellence 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:

"**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 John Keats Primary School, 391 Rotherhithe New Road, London SE16 3FN;

"**Extending Leading Practice Programme**" means a structured school improvement programme organised by Challenge Partners to help schools move areas of stubbornly good practice towards excellence;

"**Growing the Top**" means a structured school improvement programme organised by Challenge Partners to help top performing schools 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;

"**Jubilee Network**" means a regional group of headteachers of Challenge Partners schools, working together for mutual improvement;

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

"**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);

**“Senior Partner”** means the designated local area Hub leader who is supported by the Hub Manager;

**“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;

**“Sustaining Leading Practice Programme”** means a structured school improvement programme organised by Challenge Partners to help schools move areas of stubbornly good practice towards excellence;

**“Term”** shall have the meaning ascribed to it in section 3 (*Term and Authority*) below, and,

**“Virtual Leadership Quality Assurance Review”** or **“vLQAR”** means an annual, virtual peer review with a leadership and school improvement focus organised by Challenge Partners.

### **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 at any time during the Term.

4.2 The School is under no obligation to renew its subscription to the Network of Excellence.

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. TERMINATION**

5.1 Challenge Partners may terminate the School's subscription at any time by providing the School with 30 days' prior written notice.

5.2 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.

## **6. CHALLENGE PARTNERS' COMMITMENT TO THE SCHOOL**

### **6.1 National network**

6.1.1 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.

### **6.2 Hub**

6.2.1 During the Term, where the School has chosen to participate in a Hub, we will:

- (a) provide each Hub with Hub Funding;
- (b) 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.

### **6.3 Jubilee Network**

6.3.1 During the Term, where the School has chosen to participate in a Jubilee Network, we will:

- (c) Facilitate a Jubilee Network with other participating regionally-based schools;
- (d) Communicate if a Jubilee Network is not viable in the School's area, and work with the School to offer alternative options.

### **6.4 School improvement**

6.4.1 During the Term, we will:

- (a) (when a QA Review is chosen) organise a Quality Assurance Review (or virtual Leadership Quality Assurance Review) to take place at the School or agree suitable alternative arrangements if this is not possible (unless the right detailed in 8.2 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 (or virtual Leadership Quality Assurance Reviews) of other schools in the Network of Excellence; and

(c) (when Growing the Top or Extending Leading Practice Programme 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.

## **7. THE SCHOOL'S COMMITMENT TO CHALLENGE PARTNERS**

### **7.1 National network**

7.1.1 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; and
- (c) hold itself and others to the values of excellence, equity, courageous leadership, collaboration, challenge and innovation.

### **7.2 Hub**

7.2.1 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.

### **7.3 Jubilee Network**

7.3.1 During the Term, where the School has chosen to participate in a Jubilee Network:

- (a) the headteacher of the School will attend each network meeting, or, where that is not possible, and no more than once in a year, a nominated senior leader may attend;
- (b) the School will actively contribute to its Jubilee Network activities, including hosting a network visit on a rotational basis; and
- (c) the School will develop effective relationships with other schools in the Network of Excellence.

### **7.4 School improvement**

7.4 During the Term, the School will:

- (a) (where QA Review participation is chosen) make one or more senior leaders available to participate in QA Reviewer training and QA Reviews in other Schools across the Network of Excellence, ensuring the number of senior leaders participating is at least equivalent to the number of reviewers the School would expect to receive for its own QA Review;
- (b) 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.

## **8. PAYMENT POLICY**

- 8.1 Within 30 business 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).
- 8.2 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.
- 8.3 Where a failure on the part of the School to meet the terms of clause 7.3.1(a) 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.
- 8.4 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.

## **9. PRIVACY POLICY**

- 9.1 Challenge Partners is committed to handling data in line with our privacy policy, and with the 2018 General Data Protection Regulation (GDPR). Our privacy policy is available by visiting [www.challengepartners.org/privacy-policy](http://www.challengepartners.org/privacy-policy).

## **10. ACCEPTANCE AND CHANGES TO THESE AND OTHER TERMS**

- 10.1 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.