



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

### 1. RECTIALS

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, we offer three ways to partner with us to improve the Trust (the Trust Offer), and the Trust will have chosen at least one of the following:

- 1.1.1. Trust Leaders' Network
- 1.1.2. Trust Peer Review
- 1.1.3. Trust Leaders Residency & Executive Coaching
- 1.1.4. School improvement programmes and/or networks (separate agreements)
- 1.1.5. 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 the Trust Offer.

### 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 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;

**"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, and select its chosen programmes and networks to make up its Trust package.

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

<sup>1</sup>The Subscription Date is deemed to be the date the Trust agrees to the Trust Terms and Conditions upon submitting its subscription form.



**“Trust Leaders’ Network”** means a national network organised by Challenge Partners to support the development of the trust and its trust leader

**“Trust Peer Review”** means an expert-led trust peer review organised by Challenge Partners

**“Trust Leaders Residency and Executive Coaching”** means a package of leadership support organised by Challenge Partners on behalf of subscribing trust leaders and delivered by BTS Spark

**“Trust Partnership Package”** means the full complement of activities offered under our Trust Leaders’ Network, the Trust Peer Review and the Trust Leaders’ Residency and Executive Coaching.

### **3. Challenge Partners’ commitment to the Trust**

3.1. For the **Trust Leaders Network**, Challenge Partners will make all reasonable endeavours to arrange:

- 3.1.1. an onboarding process to support you to get best value for your Trust from the range of opportunities on offer and for you to help shape the programme so it best meets your needs
- 3.1.2. high quality facilitation and pre-meeting preparation 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. virtual seminars 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
- 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

<sup>1</sup>The Subscription Date is deemed to be the date the Trust agrees to the Trust Terms and Conditions upon submitting its subscription form.



- 3.3. For the **Trust Leaders Residency and Executive Coaching**, Challenge Partners will make all reasonable endeavours to:
  - 3.3.1. arrange a 2 day residency bringing you together with peer CEO or Deputy CEOs to reflect on your leadership impact, evaluate and plan your next steps with the benefit of peer coaching and expert facilitation by BTS Spark, enjoying access to resources from their award-winning leadership curriculum
  - 3.3.2. connect you with BTS Spark to start your executive coaching programme which can be accessed by any one trust leader (minimum of 4 x 60 minute coaching sessions delivered via zoom following a 90 mins call to start with a personal leadership review).
- 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 you will reciprocate learning and development of other trust leaders in the Trust Leaders' Network e.g. by hosting trust visits, online seminars, 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 in a secure online area on our website
  - 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
    - 4.2.4.2. provide refreshments including a sandwich lunch for attendees when hosting a trust visit 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
  - 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

<sup>1</sup>The Subscription Date is deemed to be the date the Trust agrees to the Trust Terms and Conditions upon submitting its subscription form.



- 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 the 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 in a better position than at the start of the review

## 5. Acceptance and Changes to these and other terms

- 5.1. The terms set out herein shall remain valid from the submission of the subscription form up to (and including) the 31 August 2024.
- 5.2. 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,
- 5.3. The Trust shall promptly notify Challenge Partners if at any time during the Term:
  - 5.3.1. the Trust anticipates that it may not be capable of meeting its obligations under these T&Cs; or
  - 5.3.2. the Trust'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 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 the terms of these T&Cs.
  - 5.3.3. You hereby confirm that you are authorised to bind the Trust.
  - 5.3.4. 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.
  - 5.3.5. Please see our privacy policy [HERE](#) for further details of how we store and use personal data.

## 6. Termination

- 6.1. Challenge Partners may terminate the Agreement by providing the Trust with 30 days' prior written notice.
- 6.2. Where the Trust 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 (below).

## 7. Trust offer fees

<sup>1</sup>The Subscription Date is deemed to be the date the Trust agrees to the Trust Terms and Conditions upon submitting its subscription form.



- 7.1. For the Trust Leaders' Network, the Trust agrees to pay in full, that is £4,975 plus VAT, by 15 September 2023 (unless a complimentary place has been agreed in accordance with CP's Trust Offer or the trust has declined the residential in which case the fees shall be £2,760)
- 7.2. For the Trust Peer Review, the Trust agrees to pay between £6,600 and £7,500 (depending on size) plus VAT, for which a non-refundable deposit of 20% is due before 15 September 2023 to secure the Trust Peer Review. Fees are subject to increase dependant on travel costs. The balance must be paid 12 weeks before the agreed date of the Trust Peer Review.
- 7.3. For the Trust Leaders' Residency and package of executive coaching, the Trust agrees to pay £2,215 plus VAT before 1st January 2024.
- 7.4. The Trust shall pay invoices within 30 days of receipt or by the dates specified above.
- 7.5. The Trust shall bear any expenses which it may incur in hosting and travelling to reviews and other events.

## **8. Payment Policy**

8.1 Within 30 business 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).

8.2 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.

8.3 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 in writing.

<sup>1</sup>The Subscription Date is deemed to be the date the Trust agrees to the Trust Terms and Conditions upon submitting its subscription form.



## **Challenge Partners Cancellation Policies**

### **Trust Leaders' Network cancellation policy**

In rare circumstances, a trust which is part of the Challenge Partners Trust Leaders Network may ask to cancel their subscription 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 the purposes of this cancellation policy, the "partnership year" runs from 1st September to 31st August.

#### From the Subscription Date<sup>1</sup> to 15th September

A trust may cancel their subscription during this period provided we receive notification in writing no later than 15th September. There will be a mandatory administration fee of £500 for a cancellation of a single year subscription to cover costs incurred by Challenge Partners. Additional charges may apply for anything the trust has accessed prior to cancellation.

#### 15th September to 31st August

Trusts should notify us in writing if they wish to withdraw from the Trust Leaders' Network so we can make alternative arrangements to minimise disruption for other trusts. Trusts cancelling during this period will not be entitled to a refund.

### **Trust Peer Review cancellation policy**

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 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, because this is when preparations for the Trust Peer Review get underway in earnest.

<sup>1</sup>The Subscription Date is deemed to be the date the Trust agrees to the Trust Terms and Conditions upon submitting its subscription form.



1.2 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 reviewer availability.

## **2. Cancellation by the Trust**

2.1 If you wish to cancel your Trust Peer Review, you must notify Challenge Partners by calling the office on +44 (0) 20 7803 4970 and speaking with a member of the Trust Peer Review team. You must call on Monday-Friday between 9am-5pm. Please then follow this up by confirming in writing to 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 31 calendar days or more in advance of the confirmed date for the pre-review discussion with the lead reviewer, then you will be entitled to have a Trust Peer Review scheduled at an alternative date during the partnership year. Please be aware that if your Trust Peer Review is rescheduled, Challenge Partners cannot guarantee your choice of dates or a full review team.

2.3 If you cancel your Trust Peer Review exactly 30 calendar days or less in advance of the confirmed pre-review discussion date, we are not obliged to reschedule your Trust Peer Review for an alternative date (because we will already have incurred costs for the original date).

2.4 Challenge Partners may, at their discretion, make an exception to point 2.3 and reschedule a Trust Peer Review if cancelled within the 30 calendar days or less window if unforeseen events lead to reviewers being unable to reach the Trust, or the Trust being closed. Alternatively we may arrange for the Trust Peer Review to take place virtually.

**Any request to reschedule your Trust Peer Review that is not covered by the above is entirely at Challenge Partners' discretion and you may be asked to cover any additional costs Challenge Partners incurs as a result of rescheduling your review.** Please be aware that if your review is rescheduled as a result of the above circumstances, Challenge Partners cannot guarantee your choice of dates or full review teams.

### **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.

1.1 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.

<sup>1</sup>The Subscription Date is deemed to be the date the Trust agrees to the Trust Terms and Conditions upon submitting its subscription form.



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

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

### **Trust Leadership Residency & Executive Coaching cancellation policy**

In the event that a trust wishes to withdraw from the leadership residency and executive coaching package, our cancellation policy applies as follows:

#### From the Subscription Date<sup>1</sup> to 15th September

A trust may cancel their subscription during this period provided we receive notification in writing no later than 15th September. There will be a mandatory administration fee of £500 for a cancellation to cover costs incurred by Challenge Partners. Additional charges may apply for anything the trust has accessed prior to cancellation.

#### 15th September to 31st August

Trusts should notify us in writing if they wish to withdraw from the Trust Leadership Residency or Executive Coaching. Trusts cancelling during this period will not be entitled to a refund.

<sup>1</sup>The Subscription Date is deemed to be the date the Trust agrees to the Trust Terms and Conditions upon submitting its subscription form.