

# National Secondary Leaders Network

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**Terms & Conditions**



THE CHURCH  
OF ENGLAND  
EDUCATION OFFICE

FOUNDATION FOR  
EDUCATIONAL  
LEADERSHIP

## National Secondary Leaders Network (NSLN) Terms & Conditions

### 1. BACKGROUND

- 1.1. The **Participating Organisation** is a school which wishes to join the National Secondary Leaders Network (NSLN) run by the **Supplier** (Church of England Foundation for Educational Leadership, CEFEL).
- 1.2. By signing up to the NSLN, the Participating Organisation agrees to these Terms and Conditions.
- 1.3. The Supplier is willing to provide Services (running the NSLN) in accordance with the provisions of this Agreement.

### 2. MEMBERSHIP SUBSCRIPTION

- 2.1. Membership to the NSLN is on an annual rolling basis, with an annual invoice generated accordingly until membership is terminated in accordance with Clause 2.3.
- 2.2. Should the Participating Organisation wish to opt out of **automatic renewal** of their NSLN membership, they can do so by writing to Laura Grayson, Partnerships and Engagement Support ([laura.grayson@churchofengland.org](mailto:laura.grayson@churchofengland.org)). Once the Participating Organisation has opted out of automatic renewal, NSLN membership will then require re-registration each year.
- 2.3. A notice letter will be sent 60 days prior to automatic renewal, to give the Participating Organisation the opportunity to opt out or terminate prior to an invoice being generated.
- 2.4. Should the Participating Organisation wish to **terminate their membership**, they can do so by completing the Notice of Termination form at the following link: <https://churchofengland.tfaforms.net/4903961>

### 3. RESPONSIBILITIES OF THE SUPPLIER (CEFEL)

- 3.1. The Supplier agrees to provide the Services in accordance with Good Industry Practice and subject to payment of the product/s.
- 3.2. Briefing, Training, and Support: CEFEL will provide briefing, training, and ongoing support, and advice to all NSLN members.
- 3.3. Regional Event Support: CEFEL will support regional events by providing resources and speakers from wider community and the CEFEL team.
- 3.4. Secure Document Repository: CEFEL will provide a secure repository for shared documents as needed by NSLN members.

### 4. RESPONSIBILITIES OF THE PARTICIPATING ORGANISATION

- 4.1. To update the Supplier of any change in contact details such as changes to the Participating Organisation's Nominated Contact or Finance team.
- 4.2. Financial Obligation: Member schools are responsible for transferring funds to cover the costs of the NSLN programme.

- 4.3. **Attendance:** Member schools are responsible for attending a minimum of two regional and three national events organised by NSLN.
- 4.4. **Sharing Best Practices:** Member schools are expected to actively share best practices with other NSLN member schools for collaborative learning and improvement.

## 5. FEE & PAYMENT

- 5.1. As a part of our collaboration process, we place great importance on the terms of payment and the payment process to ensure a smooth and mutually beneficial partnership. This section provides the details regarding financial contributions and the payment process.

### 5.2. Fees

- 5.2.1. Fees for the NSLN can be found on our website: <https://www.cefel.org.uk/nsln/> and will be confirmed at the time of registration.
- 5.2.2. Fees are exclusive of VAT, which will be added to all invoices.
- 5.2.3. Invoices are required to be paid upfront, in a single payment (no instalments or payment plans) before services are provided.
- 5.2.4. CEFEL reserves the right to review and update prices from time to time, as required, however if this results in any increase in fees for the Participating Organisation, CEFEL will provide sufficient notice.

### 5.3. Terms of Payment and Payment Process

- **Invoice Form Link Sent Out:** Upon the completion of the agreed-upon services, the Supplier will send an invoice to the Participating Organisation. This invoice will contain all the necessary details, including the amount due, for the chosen services.
- **Form Completed:** The Participating Organisation will review the invoice and, upon approval, complete the necessary payment form to initiate the payment process.
- **Payment within 30 Days:** The Participating Organisation is committed to prompt payment. Within 30 days of receiving the completed invoice form, the Finance Team will contact your organisation to confirm the payment details and schedule.
- **Friendly Reminder:** In the event that payment is not received within the initial 30-day period, a friendly reminder will be sent to your organisation. This serves as a proactive measure to ensure that any potential issues causing delays can be addressed promptly.
- **Escalation to Accounts Department:** If, after the reminder, payment is still not received, your account will be escalated to our Accounts Department.

They will initiate further contact with your organisation to resolve any outstanding payment matters in a fair and amicable manner.

## 6. CANCELLATION & TERMINATIONS

- 6.1. See clause 2.2 for cancelling the automatic renewal of membership.
- 6.2. See clause 2.3 for terminating membership.
- 6.3. As all products are pre-paid prior to services being provided, should the Participating Organisation wish to cancel the services they can do so by giving the Supplier 14 days' prior written notice prior to services being provided, which notice shall take effect at the end of that period ("Early Termination Date"). Upon such termination, the Participating Organisation will be entitled to a full refund.

## 7. HEALTH & SAFETY

- 7.1. Where product/s purchased require a member of CEFEL to visit the Participating Organisation's offices or schools, the Participating Organisation shall comply at all times with the Health and Safety at Work Act etc. 1974, CEFEL's [Health and Safety Management policy](#), and any other such regulations.
- 7.2. The Participating Organisation shall take reasonable steps to safeguard their safety and the safety of other persons who may be affected by their actions or omissions to include reporting any unsafe working conditions or practices.

## 8. INTELLECTUAL PROPERTY (IP) RIGHTS

- 8.1. The Participating Organisation warrants that all legal and beneficial intellectual property rights in and to the Services and any Supplier Resources vest in the Supplier.
- 8.2. The Participating Organisation grants to the Supplier, each of the NCIs, and each Third Party, a perpetual, assignable, worldwide, non-exclusive licence to use, sub-licence and exploit any Supplier Resources.
- 8.3. The Supplier warrants that the provision of the Services shall not infringe any intellectual property rights of any third party. The Supplier shall keep the Participating Organisation fully indemnified against any and all liabilities, including legal expenses, arising out of any breach of such rights.

## 9. CONFIDENTIALITY & DATA PROTECTION

- 9.1. The Supplier acknowledges that in the provision of the Services it may have access to Confidential Information. The Supplier has therefore agreed to accept the restrictions in this clause 8 as reasonable.
- 9.2. It is a condition of this Agreement that the Supplier shall not either during the Term of this Agreement or at any time after its termination however occasioned, use or disclose to any third party (and shall use its best endeavours to prevent the publication and disclosure of) any Confidential Information or any information relating to the Services. This restriction does not apply to:

- 9.2.1. any use or disclosure authorised by the Participating Organisation, or which is required by law, or Good Industry Practice; or
- 9.2.2. any information which is already in, or comes into, the public domain otherwise than through unauthorised disclosure by the Supplier.
- 9.3. At any stage during the partnership, and upon its termination in any event, the Supplier shall promptly on request return to the Participating Organisation all property of the Participating Organisation and shall deliver up all and any Confidential Information in its possession.
- 9.4. Without prejudice to any other rights or remedies that the Participating Organisation may have, the Supplier acknowledges and agrees that the Participating Organisation shall be entitled to seek an injunction or other equitable relief for any threatened or actual breach of the provisions of this partnership, in addition to any damages or other remedy to which it may be entitled.
- 9.5. The Supplier will comply with Data Protection Law during the provision of the Services.

## 10. FORCE MAJEURE

- 10.1. Neither Party shall have any liability under or be deemed to be in breach of this Agreement for any delays or failures in the performance of the Services which result from circumstances beyond the reasonable control of that Party. The Party affected by such circumstances shall promptly notify the other Party in writing when such circumstances cause a delay or failure in performance and when they cease to do so. If such circumstances continue for a continuous period of more than 2 (two) weeks, either Party may terminate the Services by giving 14 days' written notice to the other Party.

## 11. DISPUTE RESOLUTION

- 11.1. Subject to clause 10.2, without prejudice to any other legal right or remedy, if any dispute arises in connection with the Services, the Parties shall use their best endeavours to negotiate in good faith and settle amicably any dispute that arises out of or is related to this Agreement.
- 11.2. The provisions of clause 10.1 shall not apply where either Party is under a legal obligation to refer any dispute to a legal or regulatory body.

## 12. DEFINITIONS

**Confidential Information** means information (whether or not recorded in documentary form, or stored on any magnetic or optical disk or memory and includes any audio visual information) relating to the business, supplier lists, statistics, corporate, marketing and business plans, affairs and finances of the Participating Organisation, any National Church

Institution or any Church of England office holder or legal entity (including any diocesan entity) including, without limitation,

- all legal advice;
- any technical data and know-how relating to the products, services, business or proposed business, finances, transactions, staff and affairs of the Participating Organisation, any National Church Institution or any Church of England office holder or legal entity (including any diocesan entity) or any of its or their suppliers, clients, customers, agents, distributors, or management, and including (but not limited to) information that the Supplier or its servants, agents, employees and sub-contractors creates, develops, receives or obtains in connection with the Services;
- any note or record of any such information communicated orally; and
- any information which by implication is communicated in confidence  
whether or not such information (if in anything other than oral form) is marked confidential and including any copies of such information.

**Data Breach**

means the unlawful destruction, loss, alteration, unauthorised disclosure of, or access, to the Personal Data which are the subject of this Agreement contrary to Data Protection Law, whether caused accidentally or deliberately.

**Data Protection Law**

means the Data Protection Act 2018 and any enactment which amends, replaces or supersedes that Act and includes reference to Regulation (EU) 2016/679 of the European Parliament and the Council of 27 April 2016 (“General Data Protection Regulation” (“GDPR”)) and any legislation which transposes the GDPR into UK law and includes the Privacy and Electronic Communications (EC Directive) Regulations 2003 and all related regulations and codes of practice. A reference to an Article is to an article of the GDPR.

**Good Industry Practice**

means the discharge by the Supplier of its obligations under this Agreement with the degree of skill, care, diligence, prudence and oversight which would reasonably be expected of a skilled and experienced provider of teaching and learning resources, including in relation to the avoidance of fraud, the mitigation of risk, and compliance with the Modern Slavery Act 2015 and any associated guidance or code of practice.

**Materials**

means all records, reports, documents, papers, drawings, designs, transparencies, videos, photos, film, voice recordings, graphics, logos, typographical arrangements, software programmes, inventions, ideas,

discoveries, developments, improvements or innovations and all materials embodying them in whatever form, including but not limited to hard copy and electronic form, prepared by the Supplier in connection with the provision of the Services.

**Membership Period**

means the period of 12 months from the date of registration.

**National Church Institution (NCI)**

means each of the Archbishops' Council, the Church Commissioners for England, The National Society (Church of England and Church in Wales) for Promoting Education (including the Church of England Central Services and the Church of England Foundation for Educational Leadership), the Church of England Pensions Board, Bishopthorpe Palace, and Lambeth Palace.

**Nominated Contact**

means the individual named as such in Schedule 1 or any such replacement as they shall nominate from time to time.

**Parties**

means the Participating Organisation and the Supplier, and "Party" shall mean either one of them.

**Personal Data**

means personal data (having the meaning provided under Data Protection Law) which are under the control of the Participating Organisation which the Supplier intends to hold or process in connection with the provision of the Services.

**Services**

means delivery and facilitation of the NSLN.

**Supplier Resources**

means teaching resources, lesson plans, initiatives, videos, and any other Materials which in the Participating Organisation's opinion can be used or adapted by any NCI or Third Party.

**Third Party**

means any Church of England church, school, or educational establishment which the Participating Organisation may identify from time to time.

**School Day**

means any day comprising at least five working hours other than a weekend day, public holiday in England, or statutory bank holiday in England.