

Contract between **Governors for Schools** and



1. The Contract

- 1.1. These terms of business constitute the contract between **Governors for Schools** and ("**the Client**") for the Introduction of volunteers and are deemed to be accepted by virtue of an Introduction or the Appointment of a volunteer, or the passing by the Client of any information about a volunteer to any third party following an Introduction.
- 1.2. These Terms contain the entire agreement between the parties and unless otherwise agreed in writing by the CEO of Governors for Schools, these Terms prevail over any other terms of business or purchase conditions (or similar) put forward by the Client.
- 1.3. No variation or alteration to these Terms shall be valid unless the details of such variation are agreed between the CEO of Governors for Schools and the Client and are set out in writing and a copy of the varied terms is given to the Client stating the date on or after which such varied terms shall apply.
- 1.4. These Terms are applicable for a period of 12 calendar months from the date of acceptance of this contract by all parties.

2. Notification and Fees

- 2.1. The Client agrees to:
 - 2.1.1. Give a clear brief of skills and experiences wanted in a potential volunteer. The brief will be given to a Governors for Schools Adviser, by phone or video call. The brief shall be provided by the Chair of Trustees and/or the Trustee / Member who is responsible for recruitment;
 - 2.1.2. Notify Governors for Schools immediately of the terms of any offer of an Appointment which it makes to the Volunteer;
 - 2.1.3. Notify Governors for Schools immediately that its offer of an Appointment to the Volunteer has been accepted;
 - 2.1.4. Notify Governors for Schools immediately should they fill the vacancy via other means, or deem it no longer required;
 - 2.1.5. Provide feedback regarding volunteers within 10 working days of receiving each volunteer profile;
 - 2.1.6. Fees are payable in two stages. The agreed unit fees are payable as follows:
Trustee/Member appointments
£3,500, plus VAT per appointment.

Chair of Trustees appointment

£6,000, plus VAT per appointment.

- 2.1.7. An invoice for 50% of the fee payable (the “Introduction Fee”) will be sent when a volunteer is introduced to the Client. If the volunteer is deemed not suitable by the Client, they will provide feedback to Governors for Schools so that an amended search can be carried out and an alternative volunteer submitted. The Client will receive up to three suitable volunteers for each position listed without incurring additional Introduction Fees.
 - 2.1.8. A second invoice for the remaining amount (the “Appointment Fee”) will be sent when a volunteer has accepted an offer of appointment and Governors for Schools has been notified in writing of such by the Chair, Member or Trustee responsible for the activity. If no such offer is made, an Appointment Fee will not be charged.
 - 2.1.9. In each eventuality, the due date is 30 days after invoice is sent by Governors for Schools.
- 2.2. Governors for Schools reserves the right to charge interest under the Late Payment of Commercial Debts (Interest) Act 1998 on invoiced amounts unpaid by the due date at the rate of 8% per annum above the base rate from time to time of the Bank of England from the due date until the date of payment.

3. Refunds

- 3.1. If, after an offer has been made, the Appointment does not commence because the Volunteer declines the offer, Governors for Schools will not invoice for the second 50% of the fee. Governors for Schools will seek an alternative volunteer should they be requested to do so.
- 3.2. If subsequent to the volunteer declining the position, the Client appoints them within a period of 12 calendar months, as per the information held on public records, from the date of termination, then the invoice shall be issued. The Client shall not be entitled to any further refunds in relation to the re-engagement of this Volunteer.
- 3.3. If subsequent to the Client declining the Volunteer, the Client appoints them to take on the Trustee/Member or Chair of Trustees position within a period of 12 calendar months from the date of termination, as per the information held on public records, then the invoice shall be issued. The Client shall not be entitled to any further refunds in relation to the re-engagement of this Volunteer.

4. Suitability Checks

- 4.1. Governors for Schools endeavours to ensure the suitability of Volunteers introduced to the Client to volunteer in the position which the Client seeks to fill by taking reasonably practicable steps to:
 - 4.1.1. confirm that the Volunteer is interested and has suitable experience for the position
- 4.2. Notwithstanding clause 4.1 the Client must satisfy itself as to the suitability of the Volunteer for the position they are seeking to fill. The Client is responsible for:
 - 4.2.1. taking up any references provided by the Volunteer before Appointing the Volunteer;
 - 4.2.2. checking the Volunteer’s right to work and obtaining permission to work as may be required by the law of the country in which the Volunteer is Appointed to work;

- 4.2.3. satisfying any other requirements, qualifications or permission required for the Volunteer to take up the Appointment, including DBS checks.

5. Confidentiality and Data Protection

- 5.1. For the purposes of this Clause 5:

Data Protection Laws means any law, enactment, regulation or order concerning the processing of data relating to living persons each to the extent applicable to the activities or obligations under or pursuant to this agreement.

Relevant Personal Data means any personal data processed in relation to this Agreement; and

the terms **personal data**, **processing** (and its derivatives), and **controller** each has, when used in respect of the performance of an activity or obligation, the meaning given to that term in the relevant Data Protection Laws as at the time at which that activity or obligation was performed.

- 5.2. The parties acknowledge that the status of each party is a matter determined by fact pursuant to Data Protection Laws. Notwithstanding the foregoing, it is the parties' mutual understanding that each operates as an independent controller in respect of any processing of personal data in relation to this Agreement.
- 5.3. Each party will comply with its obligations under Data Protection Laws when processing Relevant Personal Data under or in connection with the performance of this agreement. Nothing in this Agreement relieves either party of its responsibilities and liabilities under Data Protection Laws.
- 5.4. Each party will process any Relevant Personal Data provided to it by the other party solely for the purposes of complying with its obligations or exercising its rights under or in relation to this Agreement.
- 5.5. Each party will, to the extent permitted by applicable laws, promptly notify the disclosing party if it receives any complaint, notice or communication (from an individual, a data protection supervisory authority or otherwise) which relates directly or indirectly to the processing of Relevant Personal Data, or to either party's compliance (or alleged non-compliance) with Data Protection Laws. The recipient will provide reasonable assistance to the disclosing party in reviewing or responding to any such complaint, notice or communication, including with respect to the exercise by an individual of any right they have under Data Protection Laws.
- 5.6. Information relating to Governors for Schools which is capable of being confidential must be kept confidential and not divulged to any third party, except information which is in the public domain.

6. Liability

Governors for Schools shall not be liable under any circumstances for any loss, expense, damage, delay, costs or compensation (whether direct, indirect or consequential) which may be suffered or incurred by the Client arising from or in any way connected with Governors for Schools seeking a Volunteer for the Client or from the Introduction to or Appointment of any Volunteer by the Client or from the failure of Governors for Schools to introduce any Volunteer. For the avoidance of doubt, Governors for Schools does not exclude liability for death or personal injury arising from its own negligence or for any other loss which it is not permitted to exclude under law.

7. Notices

All notices which are required to be given in accordance with these Terms shall be in writing and may be delivered personally or by first class prepaid post to the registered office of the party upon whom the notice is to be served or any other address that the party has notified the other party in writing, by email or facsimile transmission. Any such notice shall be deemed to have been served: if by hand when delivered, if by first class post 48 hours following posting and if by email or facsimile transmission, when that email or facsimile is sent.

8. Severability

If any of the provisions of these Terms shall be determined by any competent authority to be unenforceable to any extent, such provision shall, to that extent, be severed from the remaining terms, which shall continue to be valid to the fullest extent permitted by applicable laws.

9. Governing Law and Jurisdiction

These Terms are governed by the law of England and are subject to the exclusive jurisdiction of the Courts of England.

I confirm I am authorised to sign these Terms on behalf of the Client.

Signed for and on behalf of the Client

Name

Position

Date