

Trustee Recruitment Service Terms of Business for the Introduction of Volunteers for Trusts and Schools and their Governing Boards (“Terms of Business”)

between Governors for Schools and [Client Name]

Appendices: SCHEDULE 1: SCALE OF FEES

Definitions

1.1 In these Terms of Business the following definitions apply:

“Volunteer”	means the person introduced by Governors for Schools to the Client for Appointment as: <ul style="list-style-type: none"> • A member • A trustee • A chair of trustees • A chair for the local governing board • A governor or equivalent on a Local Governing Board
“Client”	means the [Client Name], the [school/ local authority/ single or multi academy trust] incorporated in [England and Wales] with company number [●] and registered office at [●];
“Charity”	means Governors for Schools, incorporated in England and Wales with charity number 1078330, company number 3879854, registered office at Sycamore House Sutton Quays Business Park, Sutton Weaver, Runcorn, England, WA7 3EH;
“Appointment” or “Appoint”	means the Appointment, or use of the Volunteer by the Client in a governance role.

1.2 Unless the context requires otherwise, references to the singular include the plural.

1.3 The headings contained in these Terms of Business are for convenience only and do not affect their interpretation

2. The Contract

2.1 These Terms of Business constitute the contract between the Charity and the Client and are deemed to be accepted by the Client by virtue of the Appointment of a Volunteer for a role (as described in Schedule 1).

2.2 No variation or alteration to these Terms of Business shall be binding upon the parties unless the details of such variation are set out in writing (stating the date on or after which such varied terms shall apply),

expressed to vary this agreement and are signed by authorised representatives of each of the parties.

3. Duration

- 3.1 These Terms of Business will be applicable to those positions registered with the 'Trustee Recruitment Service' for a period of 12 months.

4. Obligations of the parties

- 4.1 The Client agrees:
- 4.1.1 to provide the Charity with a completed Vacancy Registration Form for each position that the Client seeks to fill;
 - 4.1.2 to provide the Charity with fair and accurate details of such position including the location and a clear brief of the required skills and experience that the potential Volunteer should have and any other information reasonably necessary to enable the Charity to assess the suitability of such Volunteer. The Client will ensure a suitable representative (eg Governance Professional, Chair, CEO / Headteacher) is made available to discuss the requirements for the individual roles registered.
 - 4.1.3 to notify the Charity immediately should they fill the position via other means, or deem it no longer required;
 - 4.1.4 to provide feedback regarding potential Volunteers within 10 working days of receiving each Volunteer profile(s);
 - 4.1.5 to notify the Charity immediately of the intention to Interview each Volunteer;
 - 4.1.6 to notify the Charity immediately that its intention to interview has been accepted by a Volunteer;
 - 4.1.7 to notify the Charity of the outcome of a Volunteer interview within 10 working days of the date of such meeting.
 - 4.1.8 to notify the Charity immediately of any alterations to position that applies to the Volunteer;
 - 4.1.9 to notify the Charity immediately of the intention to Appoint and the position which it offers to the Volunteer; and
 - 4.1.10 to notify the Charity immediately that its offer to Appoint has been accepted by the Volunteer.
- 4.2 The Charity agrees:
- 4.2.1 to review the position requirements and undertake Volunteer sourcing activity in accordance with the requirements given;
 - 4.2.2 if requested by the Client (and subject always to the Charity's discretion) to seek additional potential Volunteers, at no additional cost, where a Volunteer is not taken forward for interview by the Client, and
 - 4.2.3 if requested by the Client, to provide feedback to the Client in the event it is unable to fulfill the recruitment activity.

5. Payment of fees

- 5.1 The Client shall pay the fee applicable to the position that applies to the Appointed Volunteer, in accordance with Schedule 1 and this clause 5.
- 5.2 The Charity may notify the Client in writing of any updates to the fees set out in Schedule 1 from time to time. As and when Schedule 1 is updated, the new fee will supersede the amounts set out in Schedule 1 for every Volunteer that is introduced after the date of notification of any fee adjustment.
- 5.3 Once the Client notifies the Charity that its offer to interview a Volunteer has been accepted by the Volunteer (in accordance with clause 4.1.6), the Charity shall issue an invoice to the Client for 50% of the total fee applicable to the position for which the Volunteer is being interviewed for (calculated in accordance with Schedule 1)(the “**Introduction Fee**”). Each amount stated in Schedule 1 is exclusive of VAT (if any) and shall accordingly be construed as a reference to that amount plus any VAT in respect of it.
- 5.4 Once the Client notifies the Charity that its offer to Appoint has been accepted by the Volunteer (in accordance with clause 4.1.10) the Charity shall issue a second invoice to the Client for the remaining 50% of the total fee (applicable to the position for which the Volunteer has been Appointed and calculated in accordance with Schedule 1)(the “**Appointment Fee**”, together with the Introduction Fee, the “**Fees**”).
- 5.5 If the Client fails to notify the Charity that its offer to Appoint has been accepted by the Volunteer, the Charity may still issue an invoice to the Client for the Appointment Fee, provided that:
 - 5.5.1 the Volunteer confirms that it has accepted an offer of Appointment; and
 - 5.5.2 the Client fails to notify the Charity of the outcome of a Volunteer interview within 10 working days of the date of such meeting (in accordance clause 4.1.7 above).
- 5.6 If, after an interview has taken place, or an offer of Appointment has been made by the Client:
 - 5.6.1 the Appointment does not commence because the Volunteer declines the position; or
 - 5.6.2 the Client declines the Volunteer, the Charity shall not invoice for the Appointment Fee. However, the Charity may in its sole discretion, seek an alternative Volunteer in accordance with paragraph 4.2.2.
- 5.7 The Client shall pay the Fees within 30 days of the date of the relevant invoice (the “**Due Date**”).
- 5.8 If any part of the Fees are subject to a good faith dispute between the Charity and the Client:
 - 5.8.1 the Client shall pay to the Charity, on or before the Due Date, all amounts not disputed in good faith by the Client together with any VAT thereon;

- 5.8.2 the Client shall notify the Charity on or before the Due Date of any undisputed amounts and shall, as soon as reasonably practicable after it has notified the Charity, describe in reasonable detail its reasons for disputing each amount; and
- 5.8.3 the parties shall seek to reach settlement of the items that are the subject of the dispute.
- 5.9 The Charity reserves the right to charge interest on invoiced amounts unpaid for more than 30 days after the Due Date (including where the Client has disputed an amount and it is subsequently agreed or determined that the amount originally invoiced was correct) at the rate of 4% above the Bank of England base rate (for the time being in force), accruing daily from the Due Date to the date of actual payment. Any exercise by the Charity of its rights under this clause is without prejudice to any other rights or remedies available to it under these Terms of Business or otherwise.
- 5.10 The Client shall make all payments in Pound Sterling without set-off or counterclaim and free and clear of all taxes, deductions, withholdings and other charges of whatever nature.

6. Other Conditions

- 6.1 If, subsequent to the Volunteer declining a position, the Client Appoints them within a period of 12 calendar months from the date of notice of the withdrawal by the Volunteer to a role, then the Charity shall be entitled to issue an invoice. The Client shall not be entitled to any refunds in relation to the re-engagement of this Volunteer.
- 6.2 If subsequent to the Client declining the Volunteer, the Client Appoints them within a period of 12 calendar months from the date of notice of the withdrawal by the Client for a role, then the invoice shall be issued. The Client shall not be entitled to any refunds in relation to the re-engagement of this Volunteer.
- 6.3 If subsequent to the Client Appointing the Volunteer, the Volunteer resigns from a position before the end of the academic term following the date of Appointment, the Charity may (in its sole discretion) seek an alternative Volunteer for the position (should they be requested to do so) at no additional cost. The Client shall not be entitled to any refunds in relation to the resignation of the Volunteer.

7. Suitability & References

- 7.1 The Charity shall endeavour to ensure the suitability of any Volunteer introduced to the Client for a position based on the brief given, see section 4.1.2 above, through sharing both the requirements of the position and the Volunteer's relevant experience with the Volunteer.
- 7.2 Notwithstanding clause 6.1 above the Client shall satisfy itself as to the suitability of the Volunteer and the Client shall take up any references and DBS checks as required.

8. Confidentiality

- 8.1 Each party ("Receiving Party") undertakes to the other party ("Disclosing Party") to treat as confidential all information disclosed by whatever means in any medium or format (whether marked confidential or not) which the Receiving Party receives from the Disclosing Party either directly or from any person associated with the Disclosing Party, which concerns the business, operations or customers of any or all of the Disclosing Party ("Confidential Information").
- 8.2 The Receiving Party may only use the Confidential Information for the purposes of these Terms of Business. The Receiving Party shall not disclose Confidential Information of the Disclosing Party to any other person save that they may disclose Confidential Information of the Disclosing Party to their employees, directors, subcontractors and professional advisers on a strict "need-to-know" basis only.
- 8.3 This clause shall not apply to any information which is in or subsequently enters the public domain (other than as a result of a breach of this clause).
- 8.4 The Receiving Party may disclose Confidential Information where required to do so by law or by any competent regulatory authority. In these circumstances the Receiving Party shall give the Disclosing Party prompt advance written notice of the disclosure (where lawful and practical to do so) so that the Disclosing Party has sufficient opportunity (where possible) to prevent or control the manner of disclosure by appropriate legal means.

9. Non-solicitation

- 9.1 For a period of 12 months after the Charity introduces a potential Volunteer to the Client, the Client shall not, without the prior written consent of the Charity, directly or indirectly induce or attempt to induce the Volunteer to take on a similar position to the one for which the Charity sought to recruit the Volunteer.
- 9.2 Clause 8.1 shall not restrict the Client from recruiting (or offering to recruit) any Volunteer introduced by the Charity who has responded to general recruitment advertising through a publicly available medium.
- 9.3 The Client shall pay an Introduction Fee to the Charity if a Volunteer is appointed by a third party for a similar position to the one that the Client intended to recruit the Volunteer for, as a result of an introduction by or through the Client, within 12 months of the Charity introducing the Volunteer to the Client.

10. Data Protection

- 10.1 For the purposes of this Clause 8:

“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 these Terms of Business.

“Relevant Personal Data” means any personal data processed in relation to these Terms of Business; and

the terms “data subject”, “personal data”, “personal data breach”, “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.

- 10.2 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 these Terms of Business.
- 10.3 Each party will comply with its obligations under Data Protection Laws when processing Relevant Personal Data under or in connection with the performance of these Terms of Business. Nothing in these Terms of Business relieve either party of its responsibilities and liabilities under Data Protection Laws.
- 10.4 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 these Terms of Business.
- 10.5 Each party will, to the extent permitted by applicable laws, promptly notify the disclosing party if it receives:
 - 10.5.1 any written request from a data subject to exercise any of its rights under Data Protection Laws; or
 - 10.5.2 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, so that the disclosing party may respond to the complaint, notice or communication within applicable deadlines Data Protection Laws.

11 Entire Agreement

- 11.1 These Terms of Business contain the whole agreement between the parties relating to the transactions contemplated by this agreement

and supersedes all previous agreements between the parties relating to these transactions. Except as required by statute, no terms shall be implied (whether by custom, usage or otherwise) into these Terms of Business.

- 11.2 Each party:
 - 11.2.1 acknowledges that, in agreeing to enter into these Terms of Business, it has not relied on any express or implied representation, warranty, draft agreement, undertaking, promise collateral contract or other assurance or arrangement of any kind whether or not in writing made by or on behalf of any other party at any time before the signature of these Terms of Business; and
 - 11.2.2 waives all rights and remedies which, but for this subclause 9.2, might otherwise be available to it in respect of any such express or implied representation, warranty, collateral contract or other assurance.
- 11.3 Nothing in the preceding subclause limits or excludes any liability for fraud.

12 Liability

- 12.1 The Client acknowledges that it shall independently verify any information provided by the Charity in respect of the Volunteer (including professional experience, qualifications and honesty of the Volunteer). The Charity provides no warranty or representation as to the accuracy of any information relating to the Volunteer and shall not be liable for any loss or damage, whether direct or indirect, as a result of any inaccurate or misleading information or lack of skill of the Volunteer.
- 12.2 The Charity shall not be liable for any loss or damage, whether direct or indirect, arising from the Volunteer's acts or omissions in its engagement with the Client.
- 12.3 Neither party shall be liable to the other party for any indirect or consequential loss or damage, loss of profit, loss of business, loss of contracts, loss of anticipated savings, business interruption, loss of or damage to goodwill, or loss or corruption of data, in each case whether direct or indirect and even if such loss was foreseeable and whether arising in tort (including negligence), breach of contract or otherwise. For the avoidance of doubt, nothing in these Terms of Business excludes or limits either party's liability for fraud or fraudulent misrepresentation, wilful misconduct or wilful abandonment, death or personal injury arising from its negligence or to the extent it cannot be excluded or limited by law.

13 Notices

All notices which are required to be given in accordance with these Terms of Business 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 or by email. 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, when that email is sent.

14 Assignment

Neither party may, without the prior written consent of the other party, assign, sub-contract, grant any security interest over, hold on trust or otherwise transfer the benefit of these Terms of Business.

15 Third party rights

Except as expressly stated in these Terms of Business, a person who is not a party to these Terms of Business may not enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999.

16 Severability

- 16.1 The provisions contained in these Terms of Business shall be enforceable independently of each of the others and their validity shall not be affected if any of the others are invalid. If any of those provisions is void but would be valid if some part of the provision were deleted, the provision in question shall apply with such modification as may be necessary to make it valid.

17 General

- 17.1 Each party confirms it is acting on its own behalf and not for the benefit of any other person.
- 17.2 Nothing in these Terms of Business is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.
- 17.3 The rights of each party under these Terms of Business:
 - 17.3.1 may be exercised as often as necessary;
 - 17.3.2 unless otherwise expressly provided in these Terms of Business, are cumulative and not exclusive of rights and remedies provided by law; and
 - 17.3.3 may be waived only in writing and specifically.

Delay in exercising or non-exercise of any such right is not a waiver of that right.

17.4 A waiver (whether express or implied) by one of the parties of any of the provisions of these Terms of Business or of any breach of or default by the other party in performing any of those provisions shall not constitute a continuing waiver and that waiver shall not prevent the waiving party from subsequently enforcing any of the provisions of these Terms of Business not waived or from acting on any subsequent breach of or default by the other party under any of the provisions of these Terms of Business.

18 Counterparts

These Terms of Business may be executed in any number of counterparts, all of which, taken together, shall constitute one and the same agreement, and any party (including any duly authorised representative of a party) may enter into these Terms of Business by executing a counterpart.

19 Governing Law and Jurisdiction

These Terms of Business and any non-contractual obligations arising out of or in connection with it are governed by the law of England and Wales. Each party irrevocably agrees that the Courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with these Terms of Business.

Signed by **Governors for Schools**

Name:

Title:

Date:

Acceptance

I confirm that the information supplied to Governors for Schools may be used for Volunteer Recruitment purposes under the Data Protection Act and that Governors for Schools can advertise vacancies on my behalf.

I confirm that I am duly authorised to acknowledge and accept the Terms of Business on behalf of the Client.

Signed by [Client Name]

Name:

Title:

Date:

SCHEDULE 1: SCALE OF FEES

The Charity shall invoice the fee applicable to the position that applies to the Appointed Volunteer, in accordance with this Schedule 1 and clause 5.

Role	Fee per Appointment/role	Payment Terms
Trust Level Roles		
MAT Trustee/Member	£3,500 + VAT	50% upon invitation to interview 50% upon appointment
Chair of Trustees	£6,000 + VAT	50% upon invitation to interview 50% upon appointment

Local Governing Board Roles		
Governor or equivalent on the Local Governing Board at a School	£300 + VAT	100% upon appointment.
Chair of Local Governing Board at a School with an annual income of less than £2.5 million	£750 + VAT	100% upon appointment.
Chair of Local Governing Board at a School with an annual income of more than £2.5 million	£950 + VAT	100% upon appointment.