



Stonewall School & College Champions – Terms and Conditions of Membership

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Terms and Conditions of Membership

1. BEGINNING MEMBERSHIP

1.1 Stonewall Equality Limited (hereafter 'Stonewall') welcomes registrations to the School and College Champions Programme from any educational institution catering for pupils aged 2-18. This includes Nurseries or Early Years settings, First Schools, Primary Schools, Infant Schools, Junior Schools, Secondary Schools, Independent Schools, Pupil Referral Units, Hospital Schools and schools catering for those with Special Educational Needs and Disabilities (SEND). Schools or organisations with pupils aged 16-19 (years 12 and 13; sixth form and FE colleges) may also register.

1.2 A school or college may register to become a Member of the School and College Champions Programme (hereafter 'Member') by completing the Membership Registration form via the Stonewall website (www.stonewall.org.uk). The person completing the Membership Registration form must be a member of staff at the school or college, aged 18 or over, and must ensure that they have the permission of their Headteacher, CEO or equivalent to register for membership and to share information about their school or college as required by the Membership Registration form. Completed forms will be processed by the Stonewall Education and Youth Team and an invoice for the relevant membership fee (hereafter 'Annual Subscription Invoice') will be issued to the school or college. The Annual Subscription invoice will be sent to the contact details listed on the Membership Registration form under Finance Contact Information. Once the completed Membership Registration form has been processed and the Annual Subscription invoice has been sent, the school or college will be a member of the Stonewall School & College Champions programme from the first day of the following month for one calendar year, provided that the invoice is paid within 30 days of the date shown on the invoice. A confirmation of membership email will be sent to the email address listed on the Membership Registration Form under Main Contact Information.

1.3 By completing the Membership Registration Form, a new Member thereby agrees to these Conditions and will be deemed to accept these Conditions on each Subscription Renewal Date, unless the subscription has been terminated in accordance with clause 9.

1.4 Membership is not available to individuals or institutions other than those listed above in clause 1.1. School and College Champion status and all membership benefits pertaining to School and College Champion status belongs to the school or college named on the Membership Registration Form and not to the individual who completed the form or to any individual member of staff at the school or college. Membership is therefore non-transferable.



1.5 Stonewall reserves the right to refuse any registration for Membership.

2. INTERPRETATION

2.1 In these Conditions, the following definitions apply:

‘Agreement’ means this agreement between Stonewall and the Member.

‘Annual Subscription Invoice’ means the invoice sent to a school or college when a member of staff completes the Membership Registration form to start a new membership or the Membership Renewal form to renew an existing membership.

‘Conditions’ means these terms and conditions as amended from time to time in accordance with clause 3.3

‘Member’ means a school or college from whom a member of staff has completed the Membership Registration form or completed the Membership Renewal Form and paid the Annual Subscription invoice.

‘Membership’ means the rights and obligations of a Member arising out of this Agreement and the Membership Benefits.

‘Subscription Fee’ means the amount payable on an annual basis by the Member as detailed on the Annual Subscription Invoice.

‘Subscription Renewal Date’ has the meaning set out in clause 4.4

3. INCORPORATION OF TERMS

3.1 These Conditions and the Membership Benefits, along with the Terms and Conditions for the Stonewall School and College Champion Awards and the Terms and Conditions for any Stonewall e-learning completed by the Member, shall form the entire School and College Champions Agreement between Stonewall and the Member.

3.2 No variation to the Conditions shall be effective unless agreed in writing by Stonewall.

3.3 Stonewall reserves the right to amend these Conditions as it sees fit from time to time and shall communicate such amendments to the Member in writing or by publication on the Stonewall website at www.stonewall.org.uk

3.4 The Member’s continued use of the Stonewall School and College Champion Logo or other Membership Benefits shall be deemed to constitute acceptance by the member of any amendments to these Conditions.

4. MEMBERSHIP SUBSCRIPTION

4.1 Membership subscriptions run for a period of one calendar year.



4.2 The initial Membership shall run for a period of one year from the first of the month after that in which a Member has completed the Membership Registration form and been sent the first Annual Subscription invoice. Stonewall will send an invoice to the contact details listed on the Membership Registration Form under Finance Contact. Membership will only be valid if the invoice is paid within 30 days of the date shown on the invoice.

4.3 For renewals, the Subscription Fee is payable annually in advance and is non-refundable.

4.4 Stonewall operates a system of rolling Membership and anniversary billing in accordance with which a Member's Subscription Renewal Date is determined by the date on which they joined.

4.5 Stonewall reserves the right to contact the Member by letter within six months and by email within six months prior to or after the expiry of the Member's subscription, and may contact the Member by telephone at any point, in order to inform them of the expiry date of their Membership and explain how to renew.

4.6 Renewal of the Membership will be subject to Stonewall's receipt of confirmation from the Member that they wish to continue the Membership Subscription.

4.7 If confirmation is received from the Member after the expiry of their subscription, the renewal will come into effect.

4.8 In the event of no confirmation to renew being received from the Member, then the Membership Subscription will lapse on the Subscription Renewal Date.

4.9 The Membership Fee is calculated according to the number of learners attending the Member School or College. The Membership Fee is reviewed annually and Members will be notified of any changes to the Membership Fee in writing via an email informing them of the expiry date of their membership and inviting them to renew.

5. MEMBERSHIP BENEFITS

5.1 Stonewall undertakes to provide certain Membership Benefits as outlined in the document 'Stonewall School and College Champion – Membership Benefits'.

5.2 Stonewall reserves the right to vary, amend or withdraw the Membership Benefits at any time.

5.3 Any changes to the Membership Benefits during the Membership period will be communicated fully in writing and sent by email to the other party's designated email address, or published on the 'My School and College Champions' area of the Stonewall website.

5.4 If the Member completes any e-learning with Stonewall, the Member must have due regard to the terms and conditions of Stonewall e-learning, as outlined in clause 3.1.

6. CONFIDENTIALITY



6.1 Each Member undertakes that it shall not at any time disclose to any person any information that it has received from Stonewall, by virtue of its Membership Benefits or otherwise, which may be of a confidential nature.

6.2 Confidential Membership Benefits include access to the 'My School and College Champions' area of the website, and any resources contained there. Access to these should not be shared outside of the Member educational institution.

6.3 Confidential Membership Benefits also include training materials such as PowerPoint slides, handouts, materials from e-learning modules and access codes for e-learning modules. These materials, copies of these materials, access to these materials or any part of these materials must not at any time be shared with any person other than a member of staff currently employed at the Member school or college.

7. INTELLECTUAL PROPERTY

7.1 The Member will receive access to Stonewall resources as part of the Membership Benefits, including the FREE films for primary schools. The Member may not copy a Stonewall film or part of a Stonewall film on DVD and may not share copies of a Stonewall film or part of a Stonewall film with individuals or with organisations who are not Members without the express written permission of Stonewall.

7.2 The Member may share Stonewall education resources or parts of Stonewall education resources, including films, with other staff working at their individual educational institution via intranets, shared drives or the like. The Member may not share Stonewall education resources, or parts of Stonewall education resources, beyond their individual educational institution: this includes sharing resources or parts of resources with other individual academy schools within a Multi Academy Trust where other individual academy schools have not registered as Members either individually or through the executive leadership of their Multi Academy Trust.

7.3 The Member may use Stonewall training materials, including PowerPoint slides and handouts sent as follow up materials to webinars, only within their individual educational institution. No training materials or parts of training materials may be shared by the Member with individuals or institutions who are not Members. This includes sharing materials or parts of materials with other individual academy schools within a Multi Academy Trust where other individual academy schools have not registered as Members either individually or through the executive leadership of their Multi Academy Trust.

7.4 The Member may use the Stonewall School and College Champions logo as provided by Stonewall on communications or materials produced by or relating to their individual educational institution. The Member may not share the School and College Champions logo or access to the logo with any other individual or organisation.

7.5 The Member should under no circumstances use the Stonewall logo (as distinct from the Stonewall School and College Champions logo) on any printed or electronic materials, or in any other capacity, without the express written permission of Stonewall.



8. LIABILITY

8.1 Stonewall shall have no liability to the Member (howsoever arising, including any liability in tort) under or in connection with this agreement for any:

- a) loss of profits or anticipated savings;
- b) loss of revenue;
- c) loss of or damage to reputation or good will;
- d) loss of data;
- e) loss of opportunity;
- f) loss of contract;
- g) losses or liabilities under or in relation to any other contract; in each case whether direct, indirect, special and/or consequential loss or damage; or
- h) for any other indirect, special and/or consequential loss or damage.

8.2 The total aggregate liability of Stonewall for claims or liability for breach of contract (including a deliberate breach of contract), tort (including negligence and/or breach of statutory duty), misrepresentation, and/or otherwise howsoever arising under or in connection with this Agreement during each year of this Agreement shall not exceed the amount of the Membership Fee paid to Stonewall during such year.

8.3 Except as set out in these Conditions, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from this Agreement.

8.4 This clause 8 shall survive termination of the Agreement.

9. TERMINATION OF MEMBERSHIP

9.1 If a Member fails to pay the full membership fee as shown on their Annual Subscription Invoice within 30 days of the date shown on the invoice, Stonewall reserves the right to terminate Membership. Confirmation of termination of Membership will be sent to the Member via email and may also be communicated by phone.

Stonewall will attempt to contact the Member by email and telephone before terminating Membership in order to give the Member an opportunity to arrange payment.

9.2 Once a Membership has been terminated, an educational institution may no longer use the Stonewall School and College Champions logo or access the Membership Benefits. This includes the My School and College Champions section of the website.



9.3 A Member may at any time voluntarily terminate their Membership by writing to Stonewall to request termination of Membership, on the understanding that no full or partial refunds of Annual Subscription Fees are permissible.

9.4 Stonewall reserves the right to cancel a Membership at any point for any reason. Confirmation of cancellation will be sent to the Member by writing via the email address they have given to Stonewall via the Membership Registration Form.

10. PRIVACY AND DATA PROTECTION

10.1 Stonewall will retain data relating to the Member throughout their active Membership, and for a period of 10 years after the date on which Membership lapses. Data is stored securely on Stonewall's password protected CRM system, accessible only to trained members of Stonewall staff. Stonewall will not share data relating to the Member with any third party without the written consent of the Member.

10.2 In order to execute the Membership Benefits in full, Stonewall is required to contact the Member by email at any point from the point at which they register their details via the Membership Registration Form in order to send the member: joining instructions for any in-person or digital events or training they may have booked to attend; requests for clarification or amendments to the Membership Registration Form if required; the initial Annual Subscription Invoice; a confirmation of membership email. Relevant communications may be sent to any of the contact details given on the Membership Registration Form, including sending the initial Annual Subscription Invoice to the contact details listed on the Membership Registration Form under Finance Contact.

10.3 In order to execute the Membership Benefits in full, Stonewall is required to contact the Member by email, in writing or by phone at any point from the date on which active Membership commences in order to share with the Member: six Stonewall School and College Champions newsletters per academic year; exclusive opportunities for Members, including information on events where a Member discount is available on admission prices; 3 reminder emails for Members who undertake a Stonewall School and College Champion Award application; reminder emails about renewal of Membership within six months before and after the date of Membership expiry, and upon the date of Membership expiry; reminder letter about Membership Renewal within six months before and after the date of Membership expiry.

10.4 Stonewall may from time to time contact the Member by telephone or by email or in writing to request information from the Member about best practice work, for example to form part of a Stonewall case study. This information is provided by the Member on a voluntary basis. Stonewall will obtain the written permission of the Member before sharing this information with any third parties, and will obtain permission from the Member to include any identifying information relating to the Member. The Member reserves the right to deny any and all of these requests and their Membership benefits will not be affected.

10.5 Stonewall may from time to time contact the member in writing or by phone to request information about best practice work or to share with the Member information about Stonewall campaigns relevant to education and youth and information about relevant new events or best



practice sharing opportunities the Member may choose to attend. The Member may at any time contact Stonewall in writing, including via email, to opt out of this contact. Whilst Membership is active, the Member will still receive contact from Stonewall in line with execution of the Membership benefits, as outlined in clauses 10.2 and 10.3.

10.6 The Member may choose to share with Stonewall photographs, images, text, or other materials evidencing best practice work, for example to be shared as part of the Stonewall School and College Champions newsletter. Such information will be shared only with the written permission of the Member, and will be deleted after three years unless otherwise agreed in writing (including via email) with the Member.

10.7 Where a Member completes e-learning training with Stonewall and shares demographic information about individual members of staff at the Member school or college, Stonewall reserves the right to retain and analyse this data for the purpose of monitoring the diversity of those who complete training with us. Data will be downloaded from the Firmwater LMS platform on which e-learning training is hosted, then imported into our password protected CRM system in order to be analysed. Data will be deleted after a period of three years from the date of the training course on which it was captured. Stonewall will not share identifying information about individuals with any third parties under any circumstances.

10.8 Members will be asked when they complete the Membership Registration Form to share the name of the Local Authority with which their school or college is associated and, where relevant, to share the name of the Multi Academy Trust with which their school or college is associated. Local Authorities and executive leadership teams or equivalent of Multi Academy Trusts may from time to time contact Stonewall to ask which of their schools or colleges are current members. Where Members have shared the names of their Local Authorities or Multi Academy Trust(s), Stonewall reserves the right to share with the relevant Local Authority or Multi Academy Trust the names and postcodes of schools or colleges associated with them who are current active members at the time of the request, along with information about any Stonewall Awards the schools or colleges have achieved.

11. GENERAL

11.1 A Member shall not, without the prior written consent of Stonewall, assign, transfer or deal in any other manner with its Membership.

11.2 Any notice or other communication required to be given to a party under or in connection with this Agreement shall be in writing and shall be delivered to the other party personally, or sent by pre-paid first class post at the registered address of the educational institution or charity, or sent by email to the other party's designated email address.

11.3 It is the responsibility of the Member to inform Stonewall of any changes to the educational institution's registered details, including but not limited to the name and email address of the individual who acts as the Member's main contact with Stonewall.

11.4 It is the responsibility of the Member to ensure that, in the event that an individual registered as the Main Contact for the Member institution leaves the institution, all pertinent details relating to the Membership – including log-in information for the My School and College Champions section of the website – is passed on to the new Main Contact or Main Contacts,



and that the Member contacts Stonewall to update names, email addresses and other relevant contact details for the Main Contact in accordance with clause 11.4.

11.5 Nothing in this Agreement is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between the parties, nor constitute any party the agent of another party for any purpose. No party shall have authority to act as agent for, or to bind, the other party in any way.

11.6 This Agreement, and any dispute or claim arising out of or in accordance with it or its subject matter or formation, shall be governed by, and construed in accordance with, English law, and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.

11.7 Contact Details:

- a) Postal address – Stonewall Equality Ltd, 192 St John Street, London, EC1V 4JY
- b) Telephone number – 020 7593 1850
- c) Email address – education@stonewall.org.uk
- d) Charity Registration Number – 1101255
- e) Company Registration Number – 02412299
- f) Registered Office – as above
- g) VAT Registration Number – GB 862 906 4 05