

Stonewall School and College Champions

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 with pupils aged 16-19 (years 12 and 13; sixth form or FE colleges) may also register. Guidance and resources aimed specifically at colleges will be in development from 2019.

1.2 An educational institution may register to become a Member of the School and College Champions Programme by booking a place on a Train the Trainer course for a member of staff who is aged 18 or over. Once a delegate from the educational institution has attended the training course, the institution will automatically become a member of the School and College Champions programme from the first day of the following month for one calendar year, provided that the invoice for the course fee is paid within 30 days of the date shown on the invoice.

1.3 By booking a place on a Train the Trainer course and paying the fee, 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 Delegates from institutions other than those listed above in clause 1.1 may pay to attend a Train the Trainer course, and delegates from the institutions listed above in clause 1.1 may pay to attend a Train the Trainer course as an individual rather than as a representative of their institution, but this is on the understanding that School and College Champion status must be attached to an individual educational institution and not to an individual person attending a course. Delegates from institutions other than those listed above in clause 1.1, and delegates who pay to attend as individuals rather than representatives of educational institutions, must accept that some benefits of the School and College Champions Programme may not be executable. There are no alternative course fees, payment plans or discounted rates available to delegates from institutions other than those listed above in clause 1.1, or delegates who attend Train the Trainer courses as individuals rather than representatives of their organisation.

1.5 The Membership belongs exclusively to the educational institution, and not to the individual who attended the course. Membership is therefore non-transferable should the delegate move to a different educational institution, as outlined in clause 11.

1.6 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 educational institution to the School and College Champions Programme.

‘Annual Subscription Invoice’ means the invoice sent to an educational institution after a member of staff has attended a Train the Trainer course in respect of payment of the subscription for the following year of membership

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

‘Member’ means an educational institution from whom a member of staff has attended one of Stonewall’s Train the Trainer courses or has renewed membership in a subsequent year.

‘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 submitted to you.

‘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, 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 Your continued use of the Stonewall School and College Champion Logo or other Membership Benefits shall be deemed to constitute acceptance by you of any amendments to these Conditions.

4. MEMBERSHIP SUBSCRIPTION

4.1 Membership subscriptions run for a period of one 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 delegate has attended a Train the Trainer course. The Subscription Fee will be payable from the date of the course. Stonewall will send an invoice to the educational institution. 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 three months and by email within two 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 reviewed annually and Members will be notified of any changes to the Membership Fee in writing via their Annual Membership Fee reminder.

4.10 In the event that a Membership lapses, once three years have passed since the date on which the Membership lapsed (i.e. the Subscription Renewal Date), the Member will need to book a place on a Stonewall Train the Trainer course in order to renew Membership. The place will be payable at the full undiscounted rate of £200 + VAT.

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.

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 CollegeChampions' area of the website, and any resources contained there. Access to these should not be shared outside of the Member educational institution.

7. INTELLECTUAL PROPERTY

7.1 The Member will receive access to Stonewall resources as part of the Membership Benefits, including the FIT film for secondary schools/colleges and 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 attended a Stonewall Train the Trainer course and are not Members.

7.3 The Member may use Stonewall training materials, including the Staff Training Resource, PowerPoint slides from Train the Trainer courses and other training materials received from Stonewall during or after the Train the Trainer course, 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 attended a Stonewall Train the Trainer course and are not Members.



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 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 course fee for their attendance at a Train the Trainer course 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 disseminate training using materials from the Train the Trainer course, and may no longer use the Stonewall School and College Champions logo or access the Membership Benefits as outlined in the Membership Benefits document. 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.

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 or their details are registered for a Train the Trainer course, in order to send the Member: joining instructions for the Train the Trainer course; pre-course survey for the Train the Trainer course; follow-up materials and two post-course surveys after the course; any other administrative information relating to the course, including cancellations and changes.

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; 3 reminder emails for Members who undertake a Stonewall School and College Champion Award application; reminder emails about renewal of Membership within two months before and after the date of Membership expiry, and upon the date of Membership expiry; reminder letter about Membership Renewal within three 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.

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 and information about new course dates and locations. 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.

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