

# **Bursar Development Programme**

## **Terms and Conditions of Application**

Covering Certificate of School Business Management and  
Diploma of School Business Management

Information and Requirements

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## Summary

The NCSL has a duty to demonstrate that it is investing government funds correctly and appropriately.

The following is a contract between the applicant (you) and NCSL (us). The aim of this document is to provide you with all the information you need to know before applying for either the certificate of school business management (CSBM) or the diploma of school business management (DSBM). It also explains whether you are eligible to apply, how we will deal with your application and what charges you may or may not incur.

It is extremely important that you have read and fully understood this document before application. As this is a contract, there are terms and conditions contained within it that you will need to agree to when you apply online.

You may apply for either CSBM or DSBM programmes via our website [www.ncsl.org.uk/bursar](http://www.ncsl.org.uk/bursar), however if you have any queries regarding the contents of this document, please e-mail [bursar@ncsl.org.uk](mailto:bursar@ncsl.org.uk).

This document is separated into seven sections which are:

1. How eligible are you?
2. What does NCSL require from you?
3. Programme components
4. What are the computer/technology requirements?
5. What are our obligations to you?
6. How is the course paid for?
7. Detailed terms and conditions

## How eligible are you?

If you are an external applicant not working in a school we ask that you contact the BDP team prior to making an application to discuss an external workshop we deliver for such applicants prior to starting the course.

### CSBM

We have specific conditions of application for the CSBM course. Please take a few moments to consider whether at least one of the following statements relate to you:

- "I am or am seeking to work as an School Business Manager (SBM) or Bursar within a state maintained school and have identified a school at which I may conduct work based study, consultation and research. The headteacher and chair of governors at this school are also aware that I am applying for the course and have agreed to give me their full support in my studies"
- "I work for LEA or the DCSF and am/will be required to take SBM responsibility within my role and have identified a school at which I may conduct work based study, consultation and research."
- "I am working outside of England, have identified a school from which I have their full support and at which I may conduct work based study, consultation and research and I am able to meet the full cost of the course"
- "I am working for the independent school sector and am able to meet the full cost of the course"

**At least one of the following statements must also apply to you**

- I am, at minimum, an 'advanced beginner' and I have senior administrative/management experience in one or each of the following; HR, facilities, ICT and administration. I understand that I must have an appropriate grasp of school funding and finances in order to undertake the course."
- "I am able to provide evidence of appropriate in-service training/CPD at school, LEA or national level."
- "I have a relevant professional or academic qualification equivalent to NVQ3/4 e.g. AAT, CIPD, CIPFA, chartered secretary"

**The following must apply to you**

- "I am able to attend a total of 6 workshop/assessment days" (this may vary with local programmes)
- "I have a internet enabled computer at home or/and have permission to use the internet at work for the purposes of the course" (see 'Learning Gateway technical guide' for further details)

**DSBM**

We strongly advise that all applicants should first complete the CSBM qualification. If you wish to proceed directly to the DSBM then you will be asked for further details regarding your professional and academic background in the form of an APEL. Please consult our [APEL guidance note](#) for further details. Your APEL will be assessed by a qualified facilitator prior to acceptance onto the programme.

We do have other conditions for application. If you are thinking about applying for the DSBM, please take a few moments to consider whether at least one of the following statements relate to you as these are NCSL requirements:

- "I have identified a school at which I may conduct work based study, consultation and research. The headteacher and chair of governors at this school are also aware that I am applying for the course and have agreed to give me their full support in my studies.
- "I am or am seeking to work as an SBM within a state maintained school at senior leadership team level"
- "I work for an LEA or the DCSF and are/will be required to take SBM responsibility within my role and have identified a school at which I may conduct work based study, consultation and research."
- "I am working outside of England, have identified a school at which I may conduct work based study, consultation and research and I am able to meet the full cost of the course"
- "I am working for the independent school sector and am able to meet the full cost of the course"

**One of the following statements must also apply to you:**

- "I have gained the CSBM qualification at least 3 months ago"
- "I have two years experience as a SBM and have relevant professional qualification/s e.g. AAT, CIPD, CIPFA, chartered secretary, NVQ 4/5 or first degree"

- “I have five years experience as an SBM”

### **The following must apply to you**

- “I am a member of the senior management team (SMT)” or “I play a full role in the senior management team and the skills gained from the DSBM will be of significant benefit to the schools effective leadership and management.”
- “I am able to attend a total of 6 workshop/assessment days”
- “I have a internet enabled computer at home or/and have permission to use the internet at work for the purposes of the course” (see ‘Learning Gateway technical guide’ for further details)

## **What does NCSL require from you?**

You must have the full support of your headteacher, chair of governors and (if applicable) immediate line manager. Your success on either course will depend upon the support and mentorship you will receive from the leaders in your supporting school as well as your course facilitator and other participants.

If your application is successful, you will be asked to conduct work based study within the school. This element of the course has been designed to develop your skills and benefit your school; it will also count towards your final assessment. It is therefore evident that colleagues and leaders in the school that is supporting you must be aware of the implications of your involvement in the course.

When you submit your online application, we will send you an e-mail that acknowledges receipt and provides you with an application number. You will then be required to obtain a letter confirming support signed by the headteacher and chair of governors of your supporting school. In the case of Pupil Referral Units, the letter must be signed by the Chief executive of the Unit.

A copy of this letter is on our website under [“Important Information for Headteachers and Chair of Governors”](#).

This letter is to be supplied to your training provider prior to closure of the application round. If the provider does not receive the letter by the closing date for applications (see details on our website according to intakes) your application will be **declined**. No applications will be accepted after the application closure date publicised on the NCSL bursar website.

**DSBM applicants only**; your letter of support should confirm that you work at SMT level. If you have not gained the CSBM qualification at least three months ago, we will require that you provide us with more details regarding your professional and academic background in the form of an APEL document. This will be assessed prior to your acceptance onto the DSBM programme by a qualified facilitator.

If you wish to retract your application, you must e-mail [bursar@ncsl.org.uk](mailto:bursar@ncsl.org.uk) to do so and quote your application reference number.

You are able to defer your application to another cohort only once. If you wish to defer a second time your application will be withdrawn. You will need to apply again for your desired cohort. Once you have been accepted onto a national programme you will not be able to transfer to a local programme unless it is under exceptional circumstances which the college will assess on a case by case basis.

You must complete some preparatory work when you are first welcomed onto the course and bring it to your first meeting with your facilitator. This will be explained further if your application is successful.

You must be able to commit the time to study. Both CSBM and DSBM are essentially online courses supported by face to face workshops. You will need to be able to manage your time in order to study at home and complete study within the workplace.

You will be required to conduct your own research into subjects relevant to school business management and will need to be able to motivate yourself and direct your own learning. Both courses are demanding and have been designed to challenge your thinking. You will at times be required to explore these challenges on your own, although you will have the support of your school mentors, facilitator or other participants.

We will require that you complete pre and post impact questionnaires to evaluate the course and our performance. On receipt of both of these questionnaires, and when we have received confirmation of your pass, your certificate will be issued.

Please note all participants' final work based project/project reports will be submitted to NCSL by the training provider. Your work will be part of an SBM Library currently being developed by NCSL. This library of information will help us to disseminate good working practices and develop the profession for the future. Please be assured that we will not disclose the content of your work to a third party without first gaining your written agreement.

If you are approached by another party to comment on your participation in the programme or any work you have conducted whilst on it, we would wish you to advise us of this.

We will require that you agree that the course materials remain the intellectual property of the college.

You are required to inform your training provider a minimum of 2 weeks prior to your face to face session if you are unable to attend. If you fail to do so the **late cancellation costs for the venue and accommodation (for the national programme) can be passed on to you**. Please beware, as these can be significant. Try to provide as much notice as you can.

If you are claiming Jobseeker's Allowance or any other benefit, we would advise you to ask as to whether your entitlement to such benefits would be affected by participation on the Bursar Development Programme. This is not a Department of Work and Pensions (DWP) training scheme to improve the employment prospects of claimants; rather it is aimed at training bursars for the maintained sector. The onus is placed on the applicant to ensure that embarking on this programme will not affect benefit claims.

If you are successful and obtain the qualification you will be invited to a graduation ceremony. The location of these varies but is likely to be held at the National College's Leadership and Conference Centre in Nottingham. Ceremonies can sometimes fall on a week-day. Attendance is optional.

### **Applications from outside of England**

Both courses have been written and designed for the English profession. We do not discourage applications from school employees outside of England but would wish to advise that some contextual difficulties may arise for schools operating outside of the English system. In most cases funding is not available for these applicants.

### **Early withdrawal from the programme**

The government has invested a large sum of public funds in this programme, it costs £3100 for the DSBM, £3000 for CSBM national programmes and £2000 for local programmes to fund an individual through to successful completion. Therefore if a participant wishes to withdraw for reasons other than a serious medical condition or long term dependency care a withdrawal charge may apply.

If you fail to follow the withdrawal and deferral policy your training provider or NCSL have the right to contact your supporting school's Headteacher for further information.

## Programme components

|   | <b>CSBM National</b>  | <b>CSBM Local</b>  | <b>DSBM</b>   |
|---|---|--|---|
| <b>How many days of residential or face-to-face activity are there?</b>                             | The CSBM consists of up to six days of residential or face-to-face sessions: <ul style="list-style-type: none"> <li>• 1 x 0.5 day introductory session</li> <li>• 2 x 2 day workshop sessions approximately four months apart</li> <li>• 1 x 1.5 day completion and assessment session</li> </ul>   | The CSBM consists of up to six days of face-to-face sessions: <p>Structure may vary depending on location:</p> <ul style="list-style-type: none"> <li>• 1 x 0.5 day introductory session</li> <li>• 2 x 2 day workshop sessions approximately four months apart</li> <li>• 1 x 1.5 day completion and assessment session</li> </ul>  | The DSBM consists of six days of residential or face-to-face sessions: <ul style="list-style-type: none"> <li>• three two-day workshop sessions approximately three months apart</li> </ul>   |
| <b>Approximately how much time can a participant expect to spend online (including talk2learn)?</b> | • two to six hours per week, varies according to learning styles and experience   | • two to six hours per week, varies according to learning styles and experience  | • a minimum of three to four hours per week, varies according to learning styles and experience   |
| <b>What is the total approximate time commitment for the programme?</b>                             | It is anticipated that the CSBM will total 320 hours of study as follows: <ul style="list-style-type: none"> <li>• 25% online exercises, simulations, tasks and webchat involvement</li> <li>• 15% workshops</li> <li>• 10% reading and private study</li> <li>• 25% tasks normally carried out at work which can give evidence toward assessment</li> <li>• 25% collating your evidence for assessment</li> </ul> <p>The programme can be completed in 10 to 12 months, but participants must complete within 12 months of starting the programme.</p> | It is anticipated that the CSBM will total 320 hours of study as follows: <ul style="list-style-type: none"> <li>• 25% online exercises, simulations, tasks and web-chat involvement</li> <li>• 15% workshops</li> <li>• 10% reading and private study</li> <li>• 25% tasks normally carried out at work which can give evidence toward assessment</li> <li>• 25% collating your evidence for assessment</li> </ul> <p>The programme can be completed in 10 to 12 months, but participants must complete within 12 months of starting the programme.</p> | It is anticipated that the DSBM will total 240 hours of study as follows: <ul style="list-style-type: none"> <li>• 25% online exercises, simulations, tasks and web-chat involvement</li> <li>• 15% workshops</li> <li>• 10% reading and private study</li> <li>• 25% tasks normally carried out at work which can give evidence toward assessment</li> <li>• 25% production of assessable outcomes including data-gathering</li> </ul> <p>The programme can be completed in 10 to 12 months, but participants must be assessed within 12 months of starting the programme.</p> |
| <b>CSBM National CSBM Local DSBM What are the composition and size of the cohorts?</b>              | <ul style="list-style-type: none"> <li>• 10 per tutor group</li> <li>• 20 per workshop session (at face-to-face, 2 tutor groups work together)</li> <li>• 600 on average per cohort</li> </ul>  | <p>This might vary dependant on location:</p> <ul style="list-style-type: none"> <li>• 10 per tutor group</li> <li>• 20 per workshop session (at face-to-face, 2 tutor groups work together)</li> </ul>  | <ul style="list-style-type: none"> <li>• 10 per tutor group</li> <li>• 20 per workshop session (at face-to-face, 2 tutor groups work together)</li> <li>• 300 on average per cohort</li> </ul>  |
| <b>Are there phase specific facilitator groups?</b>   | Whilst it is always possible that a tutor group may be made up of a specific phase, an evaluation of the programme indicates that there are significant benefits in participants coming from different phases, eg different   |  |   |

|  |  |
|--|--|
|  | approaches within phases to resolve specific problems. Consequently we do not encourage phase-specific tutor groups. |
|--|--|

## What are the computer/technology requirements?

You will need access to a computer. Both courses are essentially online, supported by workshops and self directed research and study.

You should be familiar with using a computer and the internet. You will also need high speed internet access at home or at work – preferably both.

### Participant Technical Requirements

#### Hardware

PC is Pentium II - 300 MHz or higher with 128mb Ram  
Windows 98,NT,2000,ME,XP - keep operating system up-to-date using  
256 colour monitor capable of 800 x 600 resolution (1024 x 768, millions of colours recommended)  
56kb Modem or higher speed connection  
Speakers or Headphones for audio (optional)

#### Supported Web Browsers:

Microsoft Internet Explorer 5 or higher for Windows – Internet Explorer is the NCSL recommended browser for windows.

#### Other compatible browsers

Internet Explorer for Mac \*  
Mozilla 1.4 or higher for PC or Mac  
Netscape 7.1 or higher for PC or Mac  
Firefox 1 or higher for PC or Mac  
Safari 1 or higher for Macintosh only  
\* Microsoft Internet Explorer 5+ for Macintosh is only partially supported

#### Required Web Standards

The above web browsers all support the following standards, and none should be disabled:

- JavaScript 1.2
- DOM 1
- HTML 4.01
- SSL 3.0
- Cookies
- Cascading Style Sheets 1.0
- Frames
- Java Applets

Users with new versions of Windows XP, from SP1a onwards, do not have a Java Virtual Machine (JVM) (for Java Applets) installed on their PC by default.

Users can [test their configuration of JVM here](http://www.java.com/en/download/help/testvm.jsp) - <http://www.java.com/en/download/help/testvm.jsp>  
Users can download the latest JVM from <http://java.sun.com>

**Popup blockers should be either disabled or configured to allow the opening of pop ups from the Learning Gateway.**

## **Software and Plug-ins**

Flash player 6.0  
Adobe Acrobat Reader  
Microsoft Office  
Microsoft Media Player & Real Player

It should be noted that some e-mail addresses apply automatic filters to mass e-mails. We will sometimes notify participants of course information via this route. It is therefore good practice to provide us with an alternative e-mail account that you can be contacted on in the case of failure.

## **What are our (NCSL's) obligations?**

The Bursar Development Programme is directly funded by the Training and Development Agency for Schools (TDA). The TDA have instructed that we must award funded places equally and fairly (given particular government priorities) throughout the country. This year we will be delivering approximately 500 places for CSBM and 800 places for DSBM nationally, as well as 1000 places for CSBM locally.

The government has split the country into 9 key areas, known as Government Office Areas (GOA). These are as follows: North West, North East, Yorkshire and Humberside, East of England, East Midlands, West Midlands, South West, South East and London.

We will award funded places on the basis of demand in terms of applications from each GOA. We have been asked to ensure that the training provided has the maximum impact. In general, larger (secondary) schools already have some bursarial or business support whilst many smaller (primary or special) schools do not.

The national agreement regarding school workforce reform also highlights the need to attract managers from outside education where they have expertise to contribute effectively to schools' leadership teams. Consequently, NCSL will prioritise applications as follows.

Priority group 1 Applicants that were placed on a 'reserve' list from previous intake  
Priority group 2 Applicants deferred from a previous intake due to over subscription  
Priority group 3 Managers from outside education  
Priority group 4 Unemployed applicants  
Priority group 5 Special schools  
Priority group 6 Pupil referral units  
Priority group 7 Primary, nursery or infant schools  
Priority group 8 LEAs  
Priority group 9 DCSF  
Priority group 10 Middle schools  
Priority group 11 Secondary schools

In some circumstances we may need to adjust the order of these priority groups so that GOAs are allocated a range of diverse participants. For example, we would wish to avoid tutor groups where all participants are of the same school phase as this is likely to inhibit the learning experience.

If you are in a high demand area, we may split the intake into smaller intake groups over a period of 3 – 4 months to enable flexibility with the workshop dates we make available. We will also endeavour to assign you to your nearest training venue.

Demand for funded places on our courses is high. We must therefore sift in the priority order above. Depending upon the number of places available in the area, this can sometimes mean that some applications cannot be accepted onto the specific intake applied for. If this happens to you there will be no need to re-apply. Your application will automatically be deferred to the following intake and you will be placed at the top of the priority list as a 'reserve' or a 'defer'.

Sometimes we offer places to applicants and they are unable to accept it at that time. We will then contact other applicants who were previously unsuccessful in order that we may offer them the available place. The first 25% from the deferral list (known as 'reserves') are contacted in application date order. If none of these applicants wish to take up the place, we will then contact the remainder of the deferred applicants.

If you are asked to fill a vacated place, we will also endeavour to offer you a place within your GOA. We may sometimes offer places in other GOAs but if that occurs then we will agree to pay reasonable expenses for travel and accommodation.

We will work with the TDA to explore the potential of running CSBM courses in specific and discreet GOAs. We will also set a small number of funded places aside for this purpose.

Once applications have been sifted and verified we will let you know the outcome after a period of eight weeks from the application closure date. We may be required to change some dates dependent on levels of interest.

If there is a delay or any change regarding the handling of applications, you will be notified through our website ([www.ncsl.org.uk/bursar](http://www.ncsl.org.uk/bursar)) or via e-mail to [bursar@ncsl.org.uk](mailto:bursar@ncsl.org.uk).

## Funding 2007/08

### What are the total costs of the programmes (CSBM and DSBM) to the participant and school?

| Participant's circumstances   | Funding category   |
|---|--|
| Working within a state-funded school in   | England Funding will be paid for you   |
| Working within an independent school  | You will be invoiced for the course (current charges:<br>CSBM National £3,000; CSBM Local Programme £2,000; DSBM £3,100)   |
| Working in a school operating outside the English system (includes Wales, Scotland, Ireland, Channel Isles and Isle of Man) | You will be invoiced for the course (current charges:<br>CSBM National £3,000; CSBM Local Programme £2,000; DSBM £3,100) and will need to be able to meet the cost for travel to and from the face to face sessions. |
| Working within an LEA   | Funding will be paid for you   |
| Working within an education action zone (EAZ)   | Funding will be paid for you   |
| Working within an FE college  | You will be invoiced for the course (current charges:<br>CSBM National £3,000; CSBM Local Programme £2,000; DSBM £3,100)   |
| Not working within a school, but looking to work in a state-funded school   | Funding will be paid for you   |
| Not working within a school, but looking to work in an independent or overseas school                                       | You will be invoiced for the course (current charges:<br>CSBM National £3,000; CSBM Local Programme £2,000; DSBM £3,100)   |
| All special schools funded (those that are independent still receive help or support from their LEAs)                       | Funding will be paid for you   |
| Overseas maintained schools e.g. armed forces   | Funding will be paid for you   |

|   |   |
|---|---|
| schools teaching the national curriculum  |   |
| Working within Excellence in Cities (EiC) | Funding will be paid for you  |
| Unemployed                                | Funding will be paid for you if you intend to work in the maintained sector as a bursar. This is not a Department of Work and Pensions (DWP) training scheme to improve the employment prospects of claimants; rather it is aimed at training bursars for the maintained sector. The onus is placed on the applicant to ensure that embarking on this programme will not affect benefit claims. |

If you are eligible for funding, the course fees will be paid directly to us via the TDA. You will be expected to supply your own stationery and consumables. You may also need to obtain books and reading materials for your own study.

Applicants from the independent sector and overseas will be informed of the precise payment arrangements soon after the closing date of the application round. Unless there are exceptional circumstances, payment in full will be requested prior to the participant's attending the first face to-face session.

#### **Travel, subsistence and supply cover policy**

NCSL will **not** meet supply cover costs.

Travel and subsistence costs will not be met unless under exceptional circumstances and this will be considered on an individual basis.

If a claim is deemed valid it will fall under NCSL's external travel and subsistence policy.

#### **Travel and subsistence costs will not be paid for overseas or independent school participants.**

Exceptional circumstances are as follows:

- If the bursar or SBM is **employed by a school** and their school has **fewer than 100 pupils** on roll. This does not apply to external participants.
- You are required to travel **more than two and a half hours** to the venue from your home within England
- You have **any medical or physical impairment** that influences the your decision to travel on the same day

#### **Data Protection Act 1998**

The information given on your application form will be stored in a personal record in the college's registration database. It will be used for the purpose of administering your relationship with the Bursar Development Programme (application to, participation in, communication with our delivery partners). Management information, concerned with the College and this programme but not identifiable to any individual, will be compiled from the details of all participants.

The programme is being delivered by the following three training providers nationwide in the following government regions. These are:

**Manchester Metropolitan University** delivering in West Midlands, East Midlands, North East and North West

**Serco** delivering in South West, South East, Yorkshire and Humberside and East of England.

**Anglia Ruskin University** is delivering in East of England and London

The training providers have access to the application data for their use. The data will help them to manage the programme and therefore provide you with the appropriate support.

Our training providers cannot use this data for ANY purpose other than the organisation and delivery of your course. Information which is gathered on the programme, such as attendance at face to face sessions, end of module assessments and personal information etc. will be held on the College's online Learning Management system (the Learning Gateway). This information can be accessed and regularly updated by the authorised training provider and college personnel. In particular the training providers will only use the information to deliver the Course for statistical and administrative purposes, so they must:

- know who you are
- be able to contact you if they need to
- be able to send you information about the Course

To ensure we do not hold inaccurate information about you; you should inform your training provider of changes immediately so that your records can be updated - full briefing on the Information about the Learning Management System (the 'Learning Gateway') and how it works will be provided during your first face to face session.

### **How We Use Your Personal Data**

By applying/registering for one of our courses or programmes you are giving permission for your information to be held by us and processed for the following purposes: Management Information

For NCSL and its partners to effectively administer and manage the course or programme you are applying for and to send you essential information relating to that course or programme.

#### Publicity

From time to time we will send you information about other courses, programmes and events we run and other information relating to our school leadership development activities. This information will keep you apprised of programmes and information which may be of interest to you in the future and will help you get the most out of the services we offer to programme participants. At any point you will be free to un-subscribe from any particular mailing.

#### Validation

For us to corroborate and validate the personal details you provide to us.

#### Administration

At times, we will share your information with partners who perform certain functions on our behalf, and who do so under conditions of confidentiality. Other than outlined above NCSL will not pass your details on to third parties without your consent.

### **College Publicity**

From time to time we pass the details of programme participants and their schools to our business partners, including the local media, as part of our promotion of the work of the college. You are asked when completing your application form to indicate if you are willing for us to use your details and those of your school in this way.

## **NCSL Privacy Statement**

This privacy statement sets out how the National College for School Leadership ("NCSL", "we" or "us") complies with European Union data protection and other privacy requirements with respect to information about individuals that it obtains, stores and uses in connection with online communities as well as the courses and programmes it provides. Any applicant for a course or programme will be required to provide NCSL with personal, financial and professional information, for example name, school, e-mail address, work address and position. NCSL will store this information and process it for the purposes identified herein.

For your protection, NCSL is registered under the Data Protection Act 1998 and has given all appropriate notifications to the Information Commissioner.

## **Terms and Conditions (the Core Conditions)**

### **1. Formation**

1.1 Our Contract with you will be governed by these Core Conditions and any Additional Agreements that may apply (including any alterations made in accordance with **Condition 1.5**). No other Terms and Conditions will apply to the Contract such as, by way of example only, any Terms and Conditions attached to a purchase order or similar document generated by you. No previous spoken or written statements of either of us will form part of the Contract.

1.2 Receipt of your completed application form will be treated as an offer to purchase the Services in accordance with the Contract. No Contract will be formed until we have accepted your application and notified you of this.

1.3 You must ensure that the application form is complete and accurate.

1.4 Commencement of the Services will be deemed to be conclusive evidence of your acceptance of the Terms and Conditions of this Contract.

1.5 These Terms and Conditions can only be varied in writing and signed by one of our Authorised Representatives.

### **2. The Services**

2.1 The quantity and description of the Services will be as set out in the Pre-application

Information and Requirements and any Specification which is referred to in it.

2.2 The advertising material and any descriptions or illustrations contained in our, or the Third Party Providers', marketing literature are issued or published for the purpose of giving an approximate idea of the Services that we can provide. They will not form part of the Contract.

2.3 We may make any changes to the provision of the Services which:

2.3.1 are required to conform with any applicable safety or other statutory or regulatory requirements; or

2.3.2 do not materially adversely affect their quality or performance.

### **3. Instalments**

3.1 We may perform our Services in stages determined by us.

3.2 Each stage will be a separate Contract and no cancellation or termination

of any one Contract relating to a stage will entitle you to cancel any other Contract or stage.

#### **4. Our Obligations**

4.1 We will supply the Services to you in accordance with this Contract. In some instances we may use Third Party Providers as sub-contractors to us to supply the Services.

4.2 We shall use our reasonable endeavours to comply with any timescales we may agree with you. We will have no liability to you in the event that we are unable to meet the timescales and you will not be entitled to terminate the Contract in such an event.

#### **5. Your Obligations**

5.1 You shall promptly provide to us such information, materials and assistance as we may reasonably require in order to be able to perform the Services.

5.2 If we are providing Our Obligations to you at a venue other than our Venue, you will ensure that we have access to suitable office accommodation, materials, equipment and support services (including use of a telephone and IT systems and services) which we may require and you will provide us with full and safe access to the venue and a safe working environment.

5.3 You will ensure you have obtained all necessary rights from third parties (including without limitation any intellectual property rights) which may from time to time be required by us to perform our Services.

5.4 You will perform Your Obligations in accordance with any timescales agreed and if no timescales are set out, within a reasonable time.

5.5 No part of the Bursar Development Programme material will be altered, reproduced, stored in a retrieval system, or transmitted in any other form e.g. electronic, mechanical, photocopying, recording or otherwise, without the prior written permission of the copyright owner.

#### **6. Cancellation**

6.1 Provision of the Services may be cancelled (in whole or in part) by either party upon giving written notice to the other party. We will give you as much advance notice as we reasonably can of any cancellation.

6.2 In the event that you cancel your booking (in whole or in part) for the provision of any Services with fewer than 2 weeks prior written notice you shall pay to us:

6.2.1 the total Fee in respect of the part of the Services cancelled; and

6.2.2 any other additional costs that we may have incurred as a consequence of such cancellation.

#### **7. Termination**

7.1 Either party may terminate this Contract forthwith by notice in writing if the other party has committed a continuing or material breach of this Contract and failed (where the breach is capable of remedy) to remedy the breach within 28 days (or such longer period specified) of the receipt of a request in writing to remedy the breach, such request setting out the breach and indicating that failure to remedy the breach may result in termination of this Contract. For the avoidance of doubt cancellation of the Services in accordance with **Condition 7** shall not constitute a persistent or serious breach.

7.2 Termination of the Contract will have no impact upon the rights, duties and liabilities that either party enjoyed prior to termination. Any clauses in the Contract which are expressly stated to, or by implication may, have effect after termination will continue to be enforceable after termination.

## 8. Limitation of liability

8.1 This **Condition 8** sets out our entire liability to you (including any liability for the acts or omissions of our Third Party Providers, employees, agents and sub-contractors) in respect of:

8.1.1 any breach of this Contract; and

8.1.2 any representation, statement act or omission including negligence arising under or in connection with the Contract.

8.2 All warranties, conditions and stipulations expressly stated (other than those set out in this Contract) or arising by way of implication, whether statutory or otherwise which would exist in your favour shall be excluded from the Contract.

8.3 Nothing in this Contract excludes or limits our liability for death or personal injury caused by our negligence or fraudulent misrepresentation.

8.4 Subject to **Conditions 8.1** and **8.2** above:

8.4.1 our total liability in contract, misrepresentation or otherwise, arising in connection with the performance or contemplated performance of this Contract shall be limited to £3,000 (exclusive of value added tax)

8.4.2 we shall not be liable to you in contract, misrepresentation or otherwise for any loss of profit, loss of business, loss of revenue, loss of anticipated savings or depletion of goodwill (whether direct, indirect or consequential) nor for any indirect or consequential loss or damage, costs, expenses or other claims for consequential compensation whatsoever which arise out of or in connection with this Contract.

You agree that the terms of this **Condition 8** are fair and reasonable.

## 9. Warranty

9.1 We warrant that the Services will comply to a material degree with the Specification.

9.2 If it is proved to our reasonable satisfaction that the Services do not comply, to a material degree, with the Specification, our sole liability to you will be to reperform such Services free of charge within a period of 12 months from the date of the performance of the Services.

## 10. Indemnity

You agree to indemnify and keep us indemnified against all costs, expenses, liabilities, injuries, losses, damages, claims, demands, judgement or legal costs (on a full indemnity basis) arising directly or indirectly out of a breach or negligent performance or failure in performance by you of this Contract.

## 11. Intellectual property

11.1 Our Background Rights are to remain owned by us or, where appropriate our licensor. Our licensor is a third party who owns Intellectual Property Rights and who licences these to us.

11.2 All Foreground Rights are to be owned by us. You therefore:

11.2.1 transfer to us ownership of all Foreground Rights in existence at the date of the Contract;

11.2.2 transfer to us ownership of copyright, database rights and rights in designs which are Foreground Rights and which are created at any time after the date of the Contract; and

11.2.3 agree to transfer to us ownership of all other Foreground Rights.

11.3 Transfers of Foreground Rights are made with full title guarantee. You will ensure that all moral or authorship rights pertaining to Foreground Rights are waived irrevocably and unconditionally. You additionally confirm and warrant that Foreground Rights are owned by you and that their use will not infringe or otherwise conflict with any Intellectual Property Rights owned by third parties.

11.4 You will, at our cost, execute any documents and do any acts that may be necessary to transfer to us ownership of the Foreground Rights. This would include giving us the right to take action in respect of infringements of those rights by third parties.

11.5 You authorise us to use and modify Your Background Rights to the extent reasonably necessary to perform Our Obligations to you under or in connection with this Contract.

11.6 We authorise you to use Our Rights to the extent reasonably necessary to receive the benefit of the Services, but for your own internal purposes only. You may not copy, alter or permit the alteration of Our Rights nor hide or deface any proprietary notices appearing in connection with them. You may not disclose Our Rights to, or use Our Rights for the benefit of, any third party.

11.7 You will not do nor allow to be done anything which would or might:

11.7.1 delay or prevent any application for or registration of Our Rights;

11.7.2 allow the removal from a public register or amendment of any application for or registration of Our Rights;

11.7.3 prejudice the value and integrity of Our Rights; or

11.7.4 prevent our ownership of Our Rights.

11.8 You will when using Our Rights follow all directions given by us at any time.

## 12. Events beyond reasonable control

12.1 Neither of us will be in breach of the Contract or otherwise liable for any failure or delay in performing our respective Obligations under the Contract due to Events beyond reasonable control ('Events'), provided that the Obligations set out in **Condition 9.2** are complied with.

12.2 If performance by either of us of our respective Obligations under the Contract is affected by an Event:

12.2.1 that party will give written notice to the other party detailing the Event, as soon as reasonably practicable after becoming aware of it and will make all reasonable efforts to bring the Event to an end; and

12.2.2 subject to the provisions of **Condition 9.1**, the date for performance of such Obligation will be suspended only for the period of the Event.

12.3 If the Event continues for more than three months, either of us may give written notice to the other to terminate the Contract. The notice to terminate must specify the termination date, which must not be fewer than 15 days after the date on which the notice is given.

### **13. General**

13.1 You will keep confidential and not disclose to any other person (other than your officers and employees who need to know the same in order to perform the Contract) any and all Confidential Information that you may acquire.

13.2 We shall comply with all applicable Laws, regulations, policies and practices in the provision of the Goods and/or Services under this Agreement including, by way of example only, the Data Protection Act 1998 and the Freedom of Information Act 2000.

13.3 If any part of this Contract is found by any court or authority of competent jurisdiction to be illegal, invalid or unenforceable then that provision will be removed from the Contract and will be ineffective.

13.4 Any failure or delay by us to exercise any right, power or remedy will not prevent us from relying on that right, power or remedy at a later date. 13.5 We may assign or sub-contract all or any part of Our Rights or Obligations under the Contract.

13.6 The Contract is personal to you and you may not assign or sub-contract all or any of Your Rights or Obligations under the Contract without our prior written consent.

13.7 The parties to the Contract do not intend that any of its Terms and Conditions will be enforceable by any person not a party to it.

13.8 The Contract and the Pre-application Information and Requirements Form contain all the terms that the parties have agreed in relation to the provision of the Services and supersede any prior written or verbal Contracts, representations or understandings between the parties. You acknowledge that you have not relied upon any warranty, representation, statement or understanding made or given by or on behalf of us which is not set out in the Contract or Pre-application Information and Requirements Form. However nothing in this **Condition 13.8** shall exclude any liability which either of us would have to the other in respect of any statement made fraudulently.

### **14. Communication**

14.1 Any communication in connection with the Contract will be in writing and may be delivered by hand, first-class post, a document exchange system, facsimile or email, addressed to the recipient at its registered office or its address or facsimile number.

### **15. Jurisdiction**

The parties agree that English law as applied in Wales will govern this contract and the English and Welsh Courts will have exclusive jurisdiction to settle any disputes which may arise out of or in connection with the Contract.

### **Additional clauses only for non-English schools (non-funded participants)**

### **16. Formation**

16.1 Any quotation will be valid for 30 days from its date, provided that we have not previously withdrawn it.

## 17. Fees

17.1 The Fee(s) and the payment date(s) are set out in the Pre-application Information and Requirements Form. The Fee(s) are exclusive of value added tax.

17.2 We agree that before you are required to pay the Fee we shall submit an invoice in respect of the Services. We may submit an invoice for the Services on or any time after their performance is commenced.

17.3 All payments to be made by you will be made in full without any deduction or withholdings of any nature unless required at law.

17.4 You agree to pay the Fee and any other sums payable by you within 30 days of the date of our invoice in accordance with the payment requirements set out in the invoice. Time for payment will be of the essence.

17.5 If you fail to pay the invoice within 30 days of the date of the invoice, the provisions of the Commercial Debts (Interest) Act 1998 shall apply and we shall be entitled to withhold provision of any part of the Services and any further Services that you may require until such payment is made. In this event **Condition 17.2** shall not apply. Payment will only have been made when we have received cleared funds.

17.6 We may review our Fees at any time and increase or decrease our Fees following such review by giving you one month's written notice. If you require any changes to the Specification or the Services that we have agreed to supply to you and this incurs us additional expense we will increase the Fees accordingly.

## 18. Cancellation

18.1 Without prejudice to **Condition 17.5**, in the event that we cancel the provision of any Services that you are due to receive our entire liability to you shall be to refund any Fee paid in advance in respect of the part of the Services cancelled.

18.2 We may terminate this Contract forthwith by notice in writing to you if you:

18.2.1 have entered into any composition or arrangement (whether formal or informal) with your creditors;

18.2.2 are unable to pay your debts within the meaning of Section 123 of the Insolvency Act 1986;

18.2.3 appoint a receiver, manager, administrator or administrative receiver appointed of your undertaking, assets or income or any part thereof;

18.2.4 have passed a resolution for your winding up;

18.2.5 have a petition presented to a Court for your winding up or an application made for administration in respect of you; or if

18.2.6 the equivalent of any of the above occurs to you in another jurisdiction to which you are subject; or we reasonably anticipate that one of the above set of circumstances is about to occur.

18.3 Upon termination of the Contract you will immediately pay all outstanding invoices that we may raise and pay for all work in progress on a reasonable pro-rata basis.

## 19. Definitions and interpretation

**'Additional Agreements'** any agreement for the supply of Services that we may enter into with you as identified in the relevant Order the Terms and Conditions of which shall be read in conjunction with these Core Conditions

**'Authorised Representative'** Procurement and Contracts manager or Equivalent

**'Confidential Information'** all information in respect of our business including, but not limited to, know-how or other matters connected with the Services, and information concerning our relationships with actual or potential customers and our needs and requirements and any other information which, if disclosed, may cause harm to us

**'Contract'** the Core Conditions together with any relevant Additional Agreements that we may enter into with you for the supply of Services formed in accordance with **Condition 1**

**'Terms and Conditions'** the core conditions which shall apply to (and be read in conjunction with) any of the Additional Agreements that we may enter into with You

**'Events Beyond Reasonable Control' ('Events')** any reason that prevents either party from performing any or all of their Obligations which arises from or is due to acts, events, omissions or accidents beyond their reasonable control including, but not limited to strikes, lockouts or other industrial disputes (not involving your workforce), protest, act of God, war, national emergency, an act of terrorism, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, explosion, flood or storm, epidemic or default of suppliers or subcontractors

**'Fee'** the Fee for the Services

**'Foreground Rights'** intellectual property rights created by us under or in connection with this Contract or by you in connection with any programmes, materials or systems that we provide to you under or in connection with this Contract

**'Intellectual Property Rights'** copyright, database rights, rights in design, trademarks and other intellectual property rights (whether registered or not), existing anywhere in the world

**'Pre-application Information and Requirements'** the order for the Services with its individual reference number supplied by us which references the Contract

**'Our Background Rights'** intellectual property rights in programmes, materials and systems made available to you by us or on our behalf in connection with the Contract

**'Our Rights'** Foreground Rights and our Background Rights

**'Services'** any Services provided by us (or our Third Party Provider) to you under this Contract including without limitation those set out in the relevant Specification and/or described in the Pre-application Information and Requirements

**'Specification'** in relation to the Services, documents detailing the requirements of the Services and how these will be performed; all information of any description which relates to the support of

the Services, in each case attached to or referenced in the Pre-application Information and Requirements

**'Third Party Providers'** providers, other than ourselves, who may supply you with the Services on our behalf

**'Venue'** offices, premises or any other such accommodation owned or controlled by us

**'We/Us/Our'** the National College for School Leadership [and where applicable the Third Party Provider]

**'You/Your'** the person(s), body, firm or corporate, unincorporated association, partnership, government, state or agency of state for whom we agree to provide the Services

**'Your Background Rights'** intellectual property rights made available to us by you or on your behalf in connection with the Contract

19.1 We have used headings in these Terms and Conditions for convenience only. They do not affect the meaning of these Terms and Conditions.

19.2 If there is a conflict between any of the terms of these Core Conditions of Supply, any Additional Agreement, the Pre-application Information and Requirements and/or any Specification the conflict will be resolved according to the following order of priority:

19.2.1 the Additional Agreement;

19.2.2 the Terms and Conditions;

19.2.3 the Pre-application Information and Requirements; and

19.2.4 the Specification.