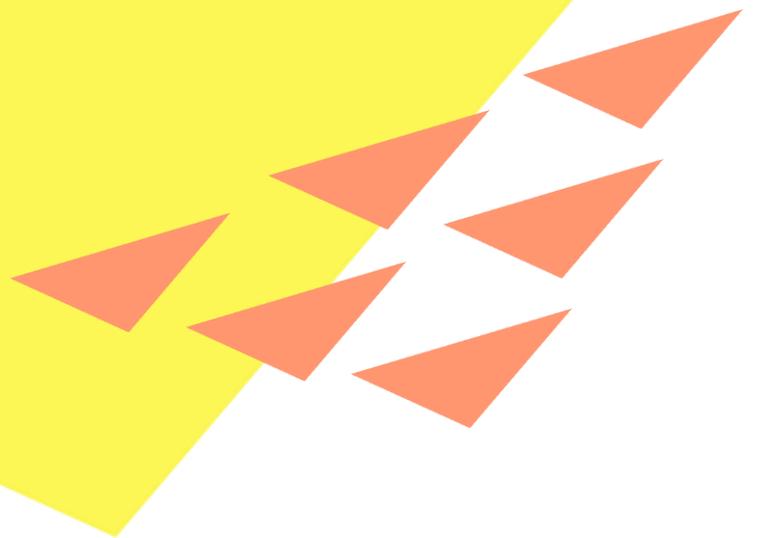


Terms and Conditions

Primary Leaders



Terms and Conditions

Primary Leaders

1. The Agreement

- 1.1. The agreement is between the British Sports Trust (trading as the Leadership Skills Foundation) company number 04567192 and the Primary Leaders centre. These terms and conditions once agreed enable a centre to deliver Primary Leaders.

2. Term

- 2.1. The agreement between the Leadership Skills Foundation and the centre shall start on the date the centre agrees to these terms and conditions and shall continue in force until the Leadership Skills Foundation terminates the agreement or the centre terminates the agreement.

3. Fees

- 3.1. The Leadership Skills Foundation reserves the right to review the fees and shall inform centres in writing of any changes.
- 3.2. The centre understands that failure to pay the Leadership Skills Foundation in accordance with the invoice and refund policy may result in services being suspended and/or centre approval being removed.

4. Renewal

- 4.1. Every June the Leadership Skills Foundation will raise a renewal invoice for the Primary Leaders Package (Primary Leader License and any other printed resources as purchased in the previous academic year). The Leadership Skills Foundation will post the resources, once the invoice is paid.
- 4.2. If the centre is not planning to continue with the Primary Leaders Licence, they must inform the Leadership Skills Foundation in writing via submission of a completed [Awards Centre Withdrawal Form](#) by the 31 May during the current licenced academic year. No other formats will be accepted. For example:
 - 4.2.1. A Centre that wishes to withdraw for the 2024/25 academic year must notify the Leadership Skills Foundation by 31 May 2024. If this date is met, the centre will be withdrawn.

- 4.2.2. If a Centre notifies the Leadership Skills Foundation after 31 May 2024, they must pay the renewal invoice for the 2024/25 academic year. The centre will then be withdrawn for the 2025/26 academic year.
- 4.3. The withdrawal process for Award Centre licences is outlined in the Leadership Skills Foundation Requested Award Licence Withdrawal Policy and procedure.
- 4.4. The renewal invoice for the Primary Leader Licence is not subject to the Invoice and Refund Policy.
- 4.5. The printed resources part of the renewal invoice are subject to the Invoice and Refund Policy and can be cancelled through informing the Leadership Skills Foundation in writing within 20 working days of the invoice date. For example:
 - 4.5.1. A centre that wishes to continue with the Primary Leaders Licence without the resources that were purchased in the previous year they will have 20 working days from the invoice date to notify the Leadership Skills Foundation, so the invoice can be amended appropriately.

5. How the Leadership Skills Foundation communicates with the centre

The centre will:

- 5.1. allow electronic communications regarding the management of the centre and relevant updates;
- 5.2. be able to opt out of any marketing or promotional communications from the Leadership Skills Foundation.

6. Use of the Leadership Skills Foundation branding and intellectual property

- 6.1. All rights (including ownership and copyright) in any specifications, instructions, scheme of work, plans, or other material furnished to or made available to the centres by the Leadership Skills Foundation shall remain vested solely as the Leadership Skills Foundation's and the centre shall not, without prior written consent of the Leadership Skills Foundation, use or disclose to a third party.

The centre will:

- 6.2. acknowledge and agree that it has no right, title or interest in the Leadership Skills Foundation brand other than expressly by these terms and conditions, and that all such right, title or interest in the Leadership Skills Foundation logos shall be owned exclusively by the Leadership Skills Foundation;
- 6.3. acknowledge and agree that nothing in these terms and conditions shall be construed as an assignment or grant of any right, title or interest in or to Leadership Skills Foundation logos or in any copyright or trade mark of the Leadership Skills Foundation save for the limited right granted under these terms and conditions;

- 6.4. accept that the Leadership Skills Foundation and the officers, directors, employees or agents of any of them, exclude, to the maximum extent permitted by law, all liability and responsibility for any amount or kind of loss or damage that may result to you or a third party, (including without limitation, any direct, indirect, punitive or consequential loss or damages, or any loss of income, profits, goodwill, data, contracts, use of money, or loss or damages) arising from or connected in any way to the download and/or use, inability to download and/or use or the results of the download and/or use of the Leadership Skills Foundation logos. This shall not affect your statutory rights or any liability, damage or remedy that cannot be excluded under applicable law;
- 6.5. accept that the Leadership Skills Foundation reserves the right to request you to immediately stop any use of the Leadership Skills Foundation logos if you fail to comply with any of these Terms and Conditions or for any other reason. Upon such request, you shall immediately stop your use of the Leadership Skills Foundation logos and immediately destroy all non-published copies of the Leadership Skills Foundation logos.

7. General

The Centre will:

- 7.1. ensure that each establishment the licence is purchased for has insurance cover for a minimum of £5 million against public liability or similar liability arising from activities as a centre;
- 7.2. accept that agreement with these terms and conditions forms a contract between the centre and the Leadership Skills Foundation and the terms specified in this agreement will be referred to where there is any dispute or disagreement relating to the role and responsibilities of the centre;
- 7.3. ensure that a licence is purchased for each primary school where the Primary Leaders Licence is delivered.

8. Declaration

The centre hereby warrants and undertakes to the Leadership Skills Foundation that:

- 8.1. it is free to enter into this agreement and is not bound by, and not aware of, any circumstances which would prevent the centre from complying with the terms and conditions.
- 8.2. all information supplied by the centre is genuine and correct;
- 8.3. it shall perform its obligations under this agreement with due care, skill and diligence and ensure its personnel shall have the necessary professional capabilities, qualifications and experience, skills and expertise required.

