



Safer Recruitment Programme

Terms and Conditions

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1 Background and Overview

This document provides the contract between the applicant (you) and NCSL (us). 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 Safer Recruitment training via our website <http://www.ncsl.org.uk/safer-recruitment-index>, however if you have any queries regarding the contents of this document, please e-mail safer.recruitment@ncsl.org.uk.

1.1 Definitions

“Course”: the training course or workshop provided by NCSL on Safer Recruitment

“Materials”: the written, oral and electronic media or documentation provided by NCSL relating to or in support of the Course

“Delegate”: an attendee or participant of the Course

“Intellectual Property”: include patents, design rights, trade marks, service marks (in each case whether registered or not), applications or rights to apply for any of the foregoing, database rights, know-how, trade or business name, rights in confidential information, goodwill, and other similar rights existing in any part of the world

“NCSL”: The National College for School Leadership Limited of registered office address 1 Royal Standard Place, Nottingham, NG1 6FZ, registered in England and Wales under registration number: 04014904

“Registering”: registering or applying to participate in or attend a Course (“Register” and “Registered” will be interpreted accordingly)

“Rights”: all vested contingent and relevant future rights of copyright and all relevant rights in the nature of copyright and all other relevant Intellectual Property rights together with accrued rights of action, the right to sue for past breaches of the Rights, the right to sue for passing-off, and to claim and retain damages, the right to apply for, prosecute and obtain trade mark, copyright, design right, patent and other protection in any part of the world in relation to all or any of the Intellectual Property rights in the Materials, including the right to apply for renewals and extensions of such rights and all other relevant rights of whatever nature in and to the Materials whether now known or in the future created to which NCSL is now or may at any time in the future be entitled by virtue of or pursuant to any of the laws in force in each and every part of the world

“Terms and Conditions”: these terms and conditions

1.2 Applicability

The Terms and Conditions apply in relation to all applications to Register and the Delegate and NCSL will be subject to the Terms and Conditions.

2 Terms and Conditions

Terms and conditions for the completion or attendance of a “Safer Recruitment” course

2.1 Registration

All registrations must be made online or on pre-printed Course application forms supplied by NCSL.

NCSL will confirm a Delegate’s Booking approximately 4 weeks in advance.

In the event that the Delegate fails to attend a Course for which they have Registered and they have failed to provide advance notice of not less than 48 hours of the Delegate non-attendance, the Delegate will pay to NCSL £200.

2.2 Intellectual Property

NCSL will retain the beneficial ownership in the Intellectual Property rights and the Rights in or relating to the Course and the Materials.

2.3 Use of Course Materials and License

NCSL grants to the Delegate and Delegate accepts, a non-exclusive licence to use, the Materials subject to and in accordance with the Terms and Conditions

The Materials are subject to copyright.

The Delegate may reproduce copies of the Materials for the purpose of training only.

The Delegate is permitted to add to or supplement case studies included within the Materials with examples of local statistics and cases to support Material relevance to their audience. The Delegate is permitted to adapt case studies and examples used in exercises and discussions on the Course to make them more relevant for audiences from specific sectors provided that the key learning points and messages in the Materials and the Course remain unchanged.

2.4 Confidentiality

The Delegate agrees not to use the Materials or any other confidential information imparted to it by NCSL other than as may be expressly permitted, or divulge the content thereof or any other confidential information or allow it to be divulged to any person other than to persons who need to know it and are members of its employer’s workforce.

It is essential that the Materials do not become readily available to the public at large and the Delegate must take all reasonable steps and use all reasonable endeavours to prohibit this.

2.5 Disclaimer and Limitation of Liability

The Course and the Materials have been designed to provide support and best practice. It is appreciated that even using the skills taught under the Course the delegate will not be able to alleviate predatory applicants participating in recruitment programmes and being successful in obtaining employment. As a result NCSL will not be liable for any loss or

damage, whether direct, indirect or consequential in relation to the Course and/or the Materials and the use or any subsequent outcome thereof.

Nothing in these terms and conditions negates either party's liability for fraud.

3. Data Protection

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 programme (application to, participation in, communication with our delivery partners).

3.1 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 Management Information purposes.

Management information on completion of the Safer Recruitment Online Training will be provided to each local authority each month. This will include information of participant and school name for participants within the local authority concerned.

We may also provide your details to 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.

3.2 Publicity

From time to time we will send you information about Safer Recruitment and 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.

3.2 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.