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## Academy 21 Customer Referral Incentive Terms and Conditions

Effective Date: [Insert Date]

### Parties

Eligible parties participating in the referral programme in accordance with these terms and conditions.

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ACADEMY21 LIMITED incorporated and registered in England and Wales with company number 07596235 whose registered office is at Sixth Floor, 3 Burlington Gardens, London, England, W1S 3EP (Academy21)

### And

XXXXX [name of school] with URN as XXXXX

And registered address as XXXXXX.

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### Definitions

**‘Authorised Representative’** means the persons respectively designated as such by the cooperating bodies participating under these terms and conditions

**‘Commission’** means the written act of an authorised member of staff representing an existing school customer, confirming the provision of ‘Teaching & Learning Services’ to an individual pupil or pupils by Academy21 on their behalf.

**‘Commencement Date’** means the date of this Agreement.

**‘Contract Period’** means the duration for which the Teaching and Learning Service shall be provided to an individual pupil or pupils as notified to Academy21 in writing by the authorised representative, or such other period agreed between the Parties.

**‘Contract type’** refers to the type of seat under which enrolment is made; the available options are Pay As You Go, Half Termly, and Termly. AIA is excluded for the purpose of this scheme. Contract types available under this scheme are priced for the 24-25 academic year as follows:

PAYG: £68 per week, per seat

Half Termly: £65 per week, per seat

Termly: £62 per week, per seat



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**‘Customer’** means the commissioning entity that purchases or otherwise acquires Teaching and Learning services from Academy 21. The Customer may include, but is not limited to, schools and other educational settings.

**‘Data Protection Legislation’** means all applicable data protection and privacy legislation in force from time to time in the UK including the UK GDPR; the Data Protection Act 2018 (DPA 2018) (and regulations made thereunder) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of Personal Data (including, without limitation, the privacy of electronic communications); and the guidance and codes of practice issued by the Information Commissioner or other relevant regulatory authority and applicable to a party.

**‘Eligibility’** means a commission equivalent in order value to the Qualifying Threshold.

**‘Fees’** means the sums payable by the commissioning party for the provision of Teaching & Learning Services by Academy21 as set out in an enrolment confirmation e-mail and calculated in accordance with Academy 21’s 2024-25 prices

**‘Personal Data’** shall take its meaning from the UK GDPR.

**‘Qualifying threshold’** means single new Academy21 Commissions equivalent to 45 weeks of seats at Pay As You Go, Half Termly, or Termly contract rate.

**‘School Term’** means a period equivalent to the average length of school terms in England, namely 12 teaching weeks. For eligibility under this programme, the start and end commission date do not have to align with school term dates

**‘Seat’** means access for one student to one course for the duration of the Contract Period. A student can be assigned up to three seats at once and will usually have a single login

**‘Teaching & Learning Services’** means the live teaching of defined programmes of study; setting and feedback on independent study; monitoring/reporting of student progress for the duration of the Contract Period; student and mentor access to our library of asynchronous teaching & learning resources.

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## Terms & Conditions

### 1. Eligibility

1.1 The scheme is open from the Effective Date to the end of the 2024-2025 school year. This scheme shall run no later than the week commencing 21<sup>st</sup> July 2025



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1.2 The referrer customer referral scheme is open to Academy 21 school customers who have commissioned Seats with us since September 2023. Customers can be authorised representatives from existing schools or education settings.

1.3 In order to be eligible for this scheme, new customers who are referred must not have commissioned services with Academy 21 since September 2022.

Referred New Customers must mention the individual and school who has referred them to Academy 21 partnership team to qualify for the scheme

1.4 When referred under the scheme, new commissions meeting eligibility and the qualifying threshold will be included in the scheme until the earliest occurrence of either the end of the 24-25 school year, the contract duration ending, or the scheme's capacity being reached.

1.5 The Qualifying Threshold will be met when a minimum total of 45 weekly seats priced at either; PAYG (£68p/w), Half termly (£65p/w), or Termly (£62p/w) per subject week are commissioned. This can be a combination of contracts, made as a single new order. For example: 3x (English, Maths, Science) Termly seats for 10 weeks, plus 3x (English, Maths, Science) Half Termly Seats for 5 weeks. Would total 45 weekly seats, meeting the qualifying threshold and would receive 3 seats for Friday consolidation lessons.

1.6 The qualifying threshold will be met following A21's receipt of the Customer qualifying order. Longer commissions for annual contracts will be placed on the relevant price schedule but will not be included if the fees are at a lower rate.

1.7 Eligibility is contingent on payment for fees being received in accordance with Academy 21 payment terms

## 2. Referral Incentive Details

2.1 New Referred Customer commissions that meet the Qualifying Threshold will receive up to a maximum of 3 free seats for Friday consolidation lessons ("**New Customer Incentive**") for the duration of their order.

2.2 The existing Customer who made the referral will also receive up to a maximum of 3 seats free ("**Customer Incentive**") for Friday consolidation lessons on their next qualifying commission.

## 3. Participation Process

3.1 To participate, the Customer must share the referral details with the prospective new customer.



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3.2 The New Referred Customer must include the Customer's name and School details when placing an order with the Partnership team for Academy 21 services.

3.3 If referring Customers become eligible for the scheme, their Academy21 point of contact will notify them of the eligibility for their next commission.

#### **4. Referral Programme Redemption**

4.1 The New Customer Incentive and Existing Customer Incentive will be applied automatically once the New Referred Customer completes their sign-up process and pays the Fees.

4.2 Friday consolidation lessons included in the programme must be used within the term specified in the customer's contract and cannot be transferred or exchanged for any other form of redemption.

#### **5. Limitations**

5.1 This offer is limited to one incentive per New Referred Customer school setting.

5.2 The maximum number of Friday consolidation lesson seats provided to any customer through this programme is capped at 3.

#### **6. Obligations**

6.1 The New Referred Customer and the Existing Customer must:

- (i) be familiar with how to raise safeguarding concerns with the school designated safeguarding lead;
- (ii) complete adequate records regarding any child protection issue, retain those records confidentially and securely and in line with any local GDPR guidelines and the school policies;
- (iii) strictly comply with its safeguarding requirements which shall adhere to safeguarding law and regulation including but not limited to KCSIE;
- (iv) comply with the prohibition of on-line contact with children; and
- (v) liaise with the A21 on safeguarding matters throughout the duration of this Contract and subsequently as required.

6.2 Each Party will only use the others Intellectual Property Rights including but not limited to trademarks and branding in accordance with mutually written approved arrangements



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## 7. Confidential information

7.1 The parties acknowledge that, during the Term, they will have access to Confidential Information. Each party therefore agrees to accept the restrictions in this clause 8.

7.2 A party that receives Confidential Information (Receiving Party”) shall not (except in the proper performance of the Services), either during the Engagement or at any time after the Termination Date, use or disclose to any third party (and shall use your best endeavours to prevent the publication or disclosure of) any Confidential Information. This restriction does not apply to:

any use or disclosure authorised by the disclosing party or required by law; or  
any information which is already in, or comes into, the public domain otherwise than through your unauthorised disclosure.

7.3 At any stage during the Term, the disclosing party will promptly on request return all and any School Property in their possession to the Receiving Party.

For the purposes of this Agreement **Confidential Information** means:

Any information which has been designated as confidential by either party in writing or that which ought to be considered as confidential including information which relates to the business, affairs, properties, assets, trading practices, and services of that party. In the case of Customer Confidential Information includes but is not limited to any and all information (whether written, oral or in electronic form) concerning the business and affairs of the parties and their Affiliates which is not publicly known including but not limited to:

- (i) Information concerning business relationships, processes, services, personnel, suppliers or customers of the disclosing party;
- (ii) Information relating to shareholders or subsidiary companies of the disclosing party;
- (iii) Information relating to the trade secrets, know-how, patents, copyrights, trade names and other intellectual property rights inherent and/or embodied and/or utilized in connection with the disclosing party’s business;
- (iv) Plans, designs, drawings, functional and technical requirements and specifications of the disclosing party;
- (v) Information relating to the disclosing party’s strategic objectives and planning for both its existing and future information technology;



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(vi) Agreements to which the disclosing party is a party, which is received or obtained by a party (or such party's Affiliate), from the other party (or such other party's Affiliate), after the date of this Agreement; and

(vii) in the case of A21 any information about students, teachers, any learning materials, scorecards, knowhow and other educational information informing the A21 or its Affiliates' business and strategy

## **8 INTELLECTUAL PROPERTY**

8.1 The parties acknowledge and accept that:  
any Intellectual Property Rights arising out of the provision of the Services to the Central Trust or the Trust Members shall remain the property of the A21; and

8.2 All Intellectual Property Rights subsisting (or which may in the future subsist) in all such inventions and works shall automatically, on creation, vest in the A21 absolutely.

8.3 Central Trust agree to promptly execute all documents, make all applications, give all assistance and do all acts and things as may be necessary in the opinion of the A21, to give effect to this clause.

For the purposes of this Agreement, **Intellectual Property Rights** means: patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world

## **9. Data protection**

9.1 The parties may collect and process personal data as such is defined in the Data Protection Legislation.

The parties will comply with their respective obligations under the Data Protection Legislation.

For the purposes of this Agreement, Data Protection Legislation means: all applicable data protection and privacy legislation in force from time to time in the UK including the retained EU law version of the General Data Protection Regulation ((EU) 2016/679) (UK GDPR), the Data Protection Act 2018 (and regulations made thereunder) or any successor legislation, and all other legislation and regulatory requirements in force from time to time



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which apply to a party relating to the use of personal data (including, without limitation, the privacy of electronic communications;

## **10. General Conditions**

10.1 Academy 21 reserves the right to modify or terminate this incentive program at any time without prior notice.

10.2 This programme will be temporarily paused or closed when the maximum teaching capacity is reached

10.3 Participation in the program constitutes acceptance of these terms and conditions.

10.4 Academy 21 is not responsible for unsuccessful referrals due to receiving incorrect or incomplete information.

10.5 Academy 21 is not responsible for factors outside our control

10.6 As part of our ongoing commitment to supporting our partners, Academy 21's Partnership Managers will be available to provide further information on this programme or discuss wider benefits of our Teaching and Learning service to authorised representatives

10.7 All commissions are subject to Academy 21's general service terms and conditions. These terms form part of the wider conditions and in no way supersede any part of them

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## **11. Contact Information**

- For any questions or concerns regarding this incentive, please contact our support team at [contact@academy21.co.uk](mailto:contact@academy21.co.uk) Thank you for choosing Academy 21.