

Flexi-Schooling Federation

Memorandum of Understanding For Affiliates and Affiliation

31st March 2017

Version 1.1

SM/FSF/RMDOC/001



Memorandum of Understanding for Affiliation to the Flexi-Schooling Federation

Introduction

The purpose of the Flexi-Schooling Federation is to create a framework within which Affiliates can access information relating to the promotion of Flexi-schooling.

The framework is created by each Affiliate agreeing to be bound by these rules which when followed will enable access to and use of any of the resources and/or services available at that time.

Responsibility for the provision of the Federation is made by Hollinsclough CE (VA) Academy. Hollinsclough Academy is to be regarded as the Federation Operator and is ultimately responsible for maintaining effective governance of the Federation. It discharges this responsibility by defining the policies governing affiliation to the Federation and for the responsibilities that Federation affiliation entails.

1. Definitions

FSF – Flexi-Schooling Federation

Data – All information provided by FSF in support of its Affiliates

Affiliate - means any organisation, institution or individual who has enrolled in the Federation;

Federation – The Flexi-Schooling Federation

Operator – Hollinsclough CE (VA) Academy and its appointed officers

Appointed officers - Mrs Janette Mountford-Lees and Mr Stephen Malbon

Operating Procedures – As defined by Hollinsclough CE (VA) Academy appointed officers

Affiliation Rules

2.0. All applicants requesting affiliation must complete an application form online and pay the affiliation fee

2.1. Eligibility for affiliation is at the discretion of FSF appointed officers

2.2. Affiliation to the Federation is conditional upon the Affiliate accepting and abiding by these Rules and that the Affiliate acknowledges that these Rules are binding upon them.

2.3. The Affiliate acknowledges that affiliation to the FSF does not itself grant it, or its End Users automatic access to the resources created by other Affiliates, and that such access may be conditional upon each Affiliate agreeing appropriate terms with the other Affiliate governing that access*.

** The FSF itself will not be responsible for, nor have any liability in respect of, the performance or otherwise of those terms and will not be required to resolve any disputes in relation to those terms.*

2.4. The Affiliate acknowledges that FSF appointed officers may, without incurring any liability to the Affiliate and without prejudice to any other rights or remedies, take such action or may require the Affiliate to take such action, as is necessary in the opinion of the FSF appointed officer to protect the legitimate interests of all other Affiliates, the reputation of the Federation, Hollinsclough CE (VA) Academy and its appointed officers to ensure the efficient operation of the Federation.

2.5. The Affiliate acknowledges that the Federation may use additional charges to cover its costs in relation to additional services. Such charges will only be introduced following consultation with the affiliate concerned. If an Affiliate is unwilling to pay such charges the FSF officers will not be able to provide the service requested.

2.6 Changes to the affiliation fee will be notified prior to renewal. Other charges as set out in the Add on options section of the Fee Structure document are subject to review and modification, however once a service is agreed the fee is set for the duration of the appointment or appointments agreed.

2.7 Documentation provided / created by the Federation is the property of the Federation – affiliates have the right to use this documentation for the duration of their affiliation and beyond, on the understanding that the Federation must be clearly acknowledged and that this, or other materials will not be sold on to third parties without the expressed permission of the Federation in writing and reasonable fees being paid.

2.8 Documentation provided to the Federation by its affiliates can be made available to other affiliates. Other affiliates will have the right to use this documentation for the duration of their membership and beyond, on the understanding that the original author and the Federation are clearly acknowledged, and that these materials will not be sold on to third parties without the expressed permission of both the author and the Federation in writing and reasonable fees being paid.

Disclaimer and Limitation of Liability

3.0. Unless agreed otherwise in writing between Affiliates, Affiliates will have no liability to any other Affiliate solely by virtue of affiliation with the Federation. In particular, affiliation to the Federation alone does not create any enforceable rights or obligations directly between Affiliates.

3.1. Affiliation to the Federation does not create any enforceable rights or obligations directly with Federation other than for affiliates to have the right of access to documentation the Affiliation fee provides.

3.2. Affiliation to the Federation does not create any enforceable rights or obligations directly between the FSF its affiliates in terms of the other services on offer.

3.3. Advice offered through affiliation to the Federation is provided in good faith, accurate and to the best of our abilities is an effective response to questions asked or judgements made. Use of such information, be it verbal or written should be reviewed by Affiliates fully and if uncertain a legal judgement sought.

3.4. If an Affiliate is an End User Organisation, the organisation must ensure that each of its End Users waives any claims of whatever nature, to the extent permitted by applicable law, against the FSF or other Affiliates related in any way to the advice given or documents created by the Federation.

Changes to Rules

The Federation may publish amendments to these rules from time to time, which will become binding upon all affiliates upon publication. The Federation Operator will make the latest version of these rules available on the Federation website at <http://www.flexischoolfederation.co.uk>. The Federation Operator will also communicate changes to these rules to all affiliates via email if applicable.