

Code of Conduct for COBIS Supporting Associates

This Code sets out the principles which all Supporting Associates should follow in the course of their professional conduct and professional dealings with COBIS, COBIS member schools, Associate Schools, other COBIS Supporting Associates and affiliates. It should be read in conjunction with the COBIS Terms and Conditions (T&Cs).

1 Definitions

1.1 “Supporting Associate” refers to a company that has been formally granted a subscription under the category of ‘Supporting Associate’ status in accordance with the COBIS Articles of Association.

1.2 “Articles of Association” refers to the Articles of Association of COBIS for the time being.

1.3 “Chair” refers to the Chair of the COBIS Board.

1.4 “Constitution” refers to the constitution of COBIS for the time being.

1.5 “Board” refers to the Board comprising the elected and nominated office bearers of COBIS for the time being.

1.6 “CEO” refers to the relevant employee of COBIS who is appointed as the COBIS CEO for the time being.

1.7 “COBIS” refers to the Council of British International Schools.

1.8 “Member” refers to any school which is a member of COBIS.

1.9 References to “you”, “your”, “your company” or “your organisation” shall be construed as extending to all owners and directors of the company or organisation, including all employees or representatives who act on behalf of the Supporting Associate company or organisation.

2 You must comply with this Code, all applicable laws, rules, regulations and requirements of the UK, your country and any other country within which you operate.
This includes, but is not limited to:

2.1 Dealing with COBIS, COBIS members, Associate Schools and COBIS affiliates in an open, clear and co-operative manner.

2.2 Ensuring that your organisation complies with the letter and spirit of all applicable laws, rules, regulations and requirements of the UK, your country of establishment or incorporation and any other country within which you operate, as well as the Constitution, the Articles of Association and this Code in the provision of services and products to COBIS members, Associate Schools and affiliates.

2.3 Ensuring that your organisation is legally constituted and has full power and authority to carry out the business it is carrying out and to enter into any agreement or provide any product or service to any COBIS members or affiliate that it enters into or provides from time to time.

2.4 Reporting any actual or anticipated breaches of the Code to the COBIS CEO and/or the Chair at the first practicable instance.

2.5 Complying with all anti-corruption and bribery laws which may affect you in the UK and in any other country in which you operate. In particular, no Supporting Associate may offer services, gifts or benefits to any members in order to procure business from or involving COBIS members or affiliates. Bribes include, but are not limited to, cash, cash equivalents, property, loans, commissions, services, benefits in kind or other advantages.

2.6 Communicating the principles stated in this Code to your employees, subcontractors, and any of your business partners who are involved in providing products and services to COBIS members.

3 You must act with the highest ethical standards and integrity.
This includes, but is not limited to:

3.1 Ensuring that you do not act in a manner that is incompatible with the objects and rules of COBIS as set out in the Constitution and the Articles of Association.

3.2 Acting in a manner that is open, honest, trustworthy and respectful.

3.3 Ensuring that you adhere to the highest standards of safeguarding practice, as detailed in the COBIS Safeguarding Statement. This includes a commitment to safer recruitment practices, and transparent organisational safeguarding policies and procedures. COBIS encourages all Supporting Associates to publish a link to the Safeguarding Statement on their website.

3.4 Ensuring that all correspondence and queries are dealt with promptly and courteously by your organisation and those acting on your behalf.

3.5 Not taking unfair advantage of or acting in a way which is fraudulent towards a COBIS member or affiliate.

3.6 Promoting professional standards within the industry.

3.7 Ensuring that your COBIS subscription status, being that of a Supporting Associate, is correctly described on all publicly available materials (including your own website) at all times, and that upon the cessation of your COBIS subscription (whether because it has been cancelled, has lapsed or otherwise), you shall not represent yourself to be a Supporting Associate or in any way associated with COBIS.

3.8 Informing the Board through the CEO at the first practicable instance of any change in your organisation's circumstances which may affect your subscription.

3.9 Ensuring that all legal and financial records kept by your organisation are accurate in all material aspects. Supporting Associates must not hide, fail to record information or make false entries. All financial records must conform to accepted accounting principles (such as Generally Accepted Accounting Principles or International Financial Reporting Standards).

3.10 Maintaining adequate legal liability insurance (or its equivalent) against disruptions to your organisation's operations in the event of liability and indemnifying COBIS against any damage, costs or expenses of whatsoever nature which COBIS may suffer by association with your organisation.

In this regard, COBIS shall have the right to require you to produce the relevant insurance policy(ies) and receipts evidencing prompt payment for review and inspection at any time in COBIS's absolute discretion.

4 You must act in the best interests of COBIS members and Associate Schools.

This includes, but is not limited to:

4.1 Ensuring the fair treatment of COBIS members, Associate Schools and affiliates in all your operations.

4.2 Making full prior disclosure to COBIS members, Associate Schools and affiliates of all relevant and material facts and information relating to each proposed activity or service, provided that such disclosure does not cause you to breach your confidentiality undertakings to any other third party.

4.3 Ensuring that the representations and promises you make to COBIS members, Associate Schools or affiliates about a product or service are accurate. It will be considered a violation of this Code should you misrepresent the capabilities of a product or service in order to obtain business.

4.4 Safeguarding confidential information in relation to COBIS or COBIS members, Associate Schools and affiliates which you may have obtained by virtue of your association with COBIS. You must ensure that such information is used only for the purpose intended and not in an unprofessional or unlawful manner (including to procure a personal or business advantage).

4.5 Avoiding actual or perceived conflicts of interests at all times. You must decline any work or business where there is a conflict of interest between your organisation, its employees and a COBIS member, Associate Schools or affiliates, save in circumstances that have been expressly permitted by the Board upon full disclosure by your organisation. All actual, likely or perceived conflict of interest situations must be disclosed to the Board and/or the CEO at the first practicable instance.

For the purposes of this section, a “conflict of interest” is considered to exist in a situation where your organisation or employees have or are perceived to have competing professional or personal interests preventing your organisation from acting in the best interests of COBIS and COBIS members, Associate Schools and affiliates.

5 You must provide a high standard of service.

This includes, but is not limited to:

5.1 Communicating with each COBIS member, Associate School or affiliate in a way that is accurate, clear and comprehensible at every point of the transaction.

5.2 Being transparent about fees and costs. By way of example, it will be considered a violation of this Code should you willfully fail to disclose significant items when providing an estimate of costs.

5.3 Acting with skill, care and diligence in respect of all work undertaken by your organisation, in accordance with the contract entered into with COBIS members or affiliates. This includes, but is not limited to:

5.3.1 Ensuring that reasonable steps are taken to ensure that all advice given is accurate and suitable for the individual COBIS member, Associate School or affiliate, based on a thorough evaluation of the member or affiliate’s needs, priorities, concerns and circumstances.

5.3.2 Ensuring that your organisation and employees are sufficiently competent, qualified and possess up to date knowledge in respect of the products and services you offer to COBIS members, Associate Schools and affiliates.

5.3.3 Taking precautions not to exceed the scope of your authority from COBIS members, Associate Schools or affiliates in accordance with the contract entered into with COBIS members, Associate Schools and affiliates.

5.4 Ensuring that your organisation has a clear internal written complaints procedure, and that a copy of the document setting out such procedure be provided to the Board and is also made freely available to all other members.

5.5 Making full disclosure to COBIS about any and all details pertaining to complaints (legal or otherwise) received about the products or services which your organisation has provided to members, Associate Schools and accepting full responsibility for such complaints received.

You must therefore:

1. Comply with this Code and all relevant laws and regulations.
2. Act with the highest ethical standards and integrity.
3. Act in the best interests of each COBIS member, associate school or affiliate
4. Provide a high standard of service.

Supporting Associates acknowledge and confirm that all breaches of the Code or instances of unethical conduct as determined by the sole discretion of the Board may result in suspension or termination of the subscription of the Supporting Associate.

In addition, the Board has the right under the Articles of Association to terminate a Supporting Associate's subscription in other circumstances, such as where the Supporting Associate has failed to pay its subscription fees or where the Supporting Associate's subscription has lapsed. The Board has the absolute discretion to treat a Supporting Associate subscription as having lapsed where the Supporting Associate:-

- (a) undergoes substantial or significant changes in its mission and purpose, structure, operations, legal licence or registration; or
- (b) ceases to demonstrate commitment or relevance to COBIS.

Supporting Associates agree to accept all decisions of the Board as final and binding.

Company Name:

Signature of Supporting Associate:

Name of Representative:

Date:

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