

Membership Policy & Terms of Use

This membership policy is valid for all Members and Users

Last updated 27 May 2015

1 DEFINITIONS

In these conditions, the following words have the following meanings, unless the context requires otherwise:

- 1.1 **"Agreement"** means the agreement between you and us incorporating these conditions for the provision of the Service, our Pricing Schedule, Privacy Policy, and the registration form displayed and completed online, which form the entire agreement between you and us; in the event of any conflict between the documents, they shall rank in the order of precedence set out above;
- 1.2 **"Default"** means any breach of contract, tortuous act and/or omission and/or any breach of statutory duty;
- 1.3 **"File"** means any ringtone, screensaver, wallpaper, video, music, image, picture, logo or similar graphical representation which a User and/or Member is permitted to use, copy or download to their own website or PC's hard drive;
- 1.4 **"Intellectual Property Rights"** means all patents, database rights, copyright, design rights (whether registered or unregistered), trade marks (whether registered or unregistered) and other similar rights wherever existing in the world, together with the right to apply for protection of the same;
- 1.5 **"Member"** means any person whose membership has been accepted and remains valid for the time being and "Membership" shall be construed accordingly;
- 1.6 **"Categories and Fees"** means the price schedule posted on the Site under the <http://nasbm.co.uk/Membership/Categories-and-Fees.aspx> link and which sets out the current prices for products and services appearing on the Site; we may update these prices from time to time in accordance with clause **Error! Reference source not found.**
- 1.7 **"Privacy Policy"** means our usage policy located at www.nasbm.co.uk and which sets out our data protection, usage and privacy policy.
- 1.8 **"Profile"** means the section posted by you containing information about yourself;

- 1.9 **"Service"** means the service provided via the Site to you including, but not limited to, allowing you to browse the Site and access the forum as more particularly described on our [Home \[www.nasbm.co.uk\]](http://www.nasbm.co.uk) page;
- 1.10 **"Site"** means the website owned and controlled by us and located at the URL [\[www.nasbm.co.uk\]](http://www.nasbm.co.uk) and any other URLs which forward to such URL or which we may use to provide the Service from time to time;
- 1.11 **"User"** means any person who browses the Site without registering as a Member ;
- 1.12 **"We"** means [National Association of School Business Management] and **"Us"**, **"Our"** etc shall be construed accordingly.
- 1.13 **"You"** means the person whose application for membership of the Service has been accepted by us and "your"/"yourself" shall be construed accordingly.

2 TERM

- 2.1 This Agreement shall begin on the date you complete the online registration form and shall continue until terminated in accordance with these terms.

3 ELIGIBILITY

- 3.1 You must be sixteen (16) or over to register as a Member or use this Site. By using the Site, you represent and warrant that you have the right, authority and capacity to enter in this Agreement and to abide by the terms and conditions of this Agreement. There is no charge for registering for the Service.

4 CONDITIONS OF CONTRACT

- 4.1 This is a legally binding agreement for the provision of the Service and you agree to abide by its terms.
- 4.2 Under the United Kingdom Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 (**"Regulations"**), you can postpone commencement of the Service until the fourteen day cancellation period referred to in the Regulations has expired. However, if you choose to become a Member and enter the Site, you are electing to commence the Service immediately and you thereby waive any right under the Regulations to cancel the Service.

- 4.3 The terms and conditions of this Agreement shall supersede any prior terms and conditions previously notified to you.
- 4.4 We reserve the right to vary the terms of this Agreement at any time. If we do so, the revised terms will be posted on this page of the Site. By continuing to use the Service following any such modification, you will be deemed to accept such modification.
- 4.5 Our employees, sub-contractors and/or agents are not authorised to make any representations or warranties concerning the Service unless confirmed by us in writing.
- 4.6 You acknowledge that you do not rely on any representation and/or warranty that has not been made in accordance with this Agreement.
- 4.7 We reserve the right to monitor and at our option to remove for any reason any information, photographs and/or other material posted by you.
- 4.8 We shall have the right to refuse to register your application for Membership and to terminate your Membership in accordance with the terms of this Agreement.
- 4.9 This Agreement shall come into effect upon acceptance of your application for Membership and any payment due thereunder.

5 YOUR OBLIGATIONS

You agree not to, and shall not:

- 5.1 disclose your chosen password to any unauthorised person. You agree to notify us of any unauthorised use of your password, account or other breach of security;
- 5.2 leave your browser logged on to the Site without your attendance so that unauthorised persons might be able to access and/or amend your Profile;
- 5.3 exit from the Site without properly logging off using the “Logout” link;
- 5.4 attempt to gain unauthorised access to any information available on the Service or to any of the networks used in providing the Service;
- 5.5 post and/or reproduce in any way any Files or information and/or material which infringes the Intellectual Property Rights of another party;
- 5.6 copy, store, modify, transmit, distribute, broadcast or publish any part of the contents of the Site, save in accordance with this Agreement;

- 5.7 use the Service to initiate the sending of unsolicited advertising or promotional material, including without limitations, junk mail for commercial or non-commercial reasons;;
- 5.8 in any way assign, transfer, part with and/or authorise any other person to use your Membership;
- 5.9 permit or create unauthorized framing of, or deep linking to, the Site or the creation of derivative works thereof from another website under your management or control;
- 5.10 copy, modify, reverse engineer/assemble or otherwise attempt to discover/tamper with any source code, sell, assign, sublicense, grant a security interest in, or otherwise transfer, any rights related to the coding of the Site or modify the coding in any manner or form;
- 5.11 use modified versions of the coding for the Site, including (without limitation) for the purpose of obtaining unauthorised access to this Site;
- 5.12 access the Site by any means other than through the interface that is provided by the Site for online access, as displayed to the general public.
- 5.13 use the Site for commercial purposes or commercial gain or in a way which infringes the rights of others;
- 5.14 forward, send, transmit or transfer any part of the content to any other person. The re-selling, copying or incorporation into any other work of part or all of the material available on the Site in any form is prohibited, save that you may print or download extracts of the material on the Site for personal use only.
- 5.15 use a name so as to infringe the rights of any person (whether in statute or common law) in a corresponding trade mark or name. You acknowledge that we cannot guarantee that any name you request will be available or approved for use. We reserve the right to require you to select a replacement name and we will suspend our Service to you if, in our sole opinion, there are reasonable grounds for us to believe that your current choice of name is, or is likely to be, in breach of the provisions of this Agreement.

6 YOUR PROFILE

- 6.1 You warrant that the information posted in your Profile by you, is truthful, complete and accurate, not misleading and regularly updated by you as and when necessary.

- 6.2 We reserve the right to review your Profile from time to time and to amend and/or delete it if we, in our sole discretion (on reasonable grounds), think that it should be amended and/or deleted.

7 INTELLECTUAL PROPERTY RIGHTS AND CONFIDENTIALITY

- 7.1 All Intellectual Property Rights in the Service and Site are owned by us absolutely.
- 7.2 You agree that you will keep confidential and not use, except for purposes contemplated by this Agreement, any and/or all information relating to the Service which may be disclosed to you or which you may learn, except where such information is public knowledge or is required to be disclosed by law.
- 7.3 We will use our reasonable endeavours to keep your personal details such as your surname, personal e-mail address and credit and debit card number(s) (where relevant) confidential and will not disclose such information, except where it is public knowledge, is required to be disclosed by law or as a result of a genuine complaint where disclosure is necessary.

8 AVAILABILITY OF THE SERVICE

- 8.1 The Site and Service is provided in their current form and we do not guarantee that the Site and/or Service, or any element in either of them, will meet your requirements, purpose and/or expectations. It is a condition of our allowing you to access the Site and Service that you accept that we will not be liable for any action you take in reliance on the content contained therein.
- 8.2 We cannot and therefore do not warrant that any of the information and/or material provided in the Service is accurate.
- 8.3 We do not provide any warranty in respect of the Service, results, availability, and/or uninterrupted use of the Service. In particular, errors or conflicts in the software or data may not be correctable.
- 8.4 You are responsible for obtaining access to the Service from your or another location via the internet. We cannot assume any responsibility for your failure to access the Site or Service from any location or browser. Any access fees incurred in reaching the Site (e.g. dial up charges) and any equipment necessary to access the Service shall be your responsibility. You are also responsible for any fees or expenses incurred in downloading graphics to the Site.

9 USE OF FILES

- 9.1 Use of the Files and any accompanying materials downloaded from the Site is on condition that you will not add, subtract or in any way alter or edit any File (including, for this purpose, any machine-readable code which may be a part of any File), nor will you make any use whatsoever of any File or any other element of our or any third party's Intellectual Property Rights (including but not limited to our name, whether used in a URL, metatag, hyperlink or otherwise) other than for the purposes of, and as contemplated by, this Agreement or as may otherwise be specified by us in writing).

10 TERMINATION

- 10.1 Either party may terminate this Agreement at any time, for any reason. Termination of the Agreement by either party will be effective upon that party sending written notice to the other party of their intention. To terminate the Agreement, you must email membership@nasbm.co.uk. We may validly terminate this Agreement by sending an email to the address given by you when registering as a Member on the Site.
- 10.2 We reserve the right to terminate this Agreement and/or suspend or terminate your access to the Service immediately and without notice to you in the event that:-
- 10.2.1 You fail to make any payment to us when due;
 - 10.2.2 You breach the terms of this Agreement (repeatedly or otherwise);
 - 10.2.3 You fail to provide us within a reasonable time period requested by us with sufficient information to enable us to determine the accuracy and/or validity of any information supplied by you;
 - 10.2.4 in our reasonable opinion, any information supplied by you is damaging or potentially damaging to the interests of our organisation; and/or
 - 10.2.5 If you make an arrangement with your creditors, or any bankruptcy or insolvency procedures are brought against you or (if a company), a receiver, administrator or administrative receiver is appointed over any of your assets or you go into liquidation.
- 10.3 Termination of this Agreement shall not affect the accrued rights and liabilities of either party.

- 10.4 Upon termination of this Agreement, any monies outstanding to us shall immediately fall due and be payable.
- 10.5 Following termination, you acknowledge and agree that we may immediately deactivate your account and all related data in your account and/or bar any further access to the Service. Further, you agree that we shall not be liable to you or any third party for any termination of your access to the Service and shall not be liable to remove data, if requested or demanded by any individual or entity, and we shall not be responsible for failure to remove your Profile or any other data supplied by you, once the account becomes inactive for any reason.

11 LIMITATION OF LIABILITY

- 11.1 We shall have no liability for any defect in the Service caused or contributed to by you and/or any other Member.
- 11.2 We cannot be responsible for any material downloaded or otherwise obtained through use of the Service, which is done at your own discretion and risk. You will solely be responsible for any damage to your computer system stemming from any losses which might result from the downloading of such material.
- 11.3 We shall have no liability to you if any monies owed by you to us have not been paid in full by the due date for payment, even if we are in breach of this Agreement.
- 11.4 You agree to give us a reasonable opportunity to remedy any matter for which we may be liable before you incur any costs and/or expenses in remedying the matter yourself, failing which we will consider any claim by you.
- 11.5 You shall produce to us written evidence of any claim for which it is alleged that we are liable, together with written details of how any loss was caused by us and the steps you have taken to mitigate your loss before we shall have any liability for any claim by you.
- 11.6 We shall have no liability to you to the extent that you are covered by any policy of insurance and you shall ensure that your insurers waive any and all rights of subrogation they may have against us.
- 11.7 It is possible for other users and/or unauthorised users to obtain and misuse information about you as a result of your use of the Service. We shall have no liability to you arising out of any Member's and/or unauthorised person's misuse of information and/or other material supplied by you which is beyond our reasonable control.

- 11.8 We are not responsible in any way for any products (including software) or services provided by third parties advertised, sold or otherwise made available by means of the Service from the Site, nor for the accuracy, completeness or suitability for any purpose of any such content.
- 11.9 Neither party shall have any liability to the other for any:-
- 11.9.1 consequential losses (including but not limited to loss of profits, damage to goodwill, damage to reputation, loss of data, loss of programs and/or Service interruptions);
- 11.9.2 economic and/or other similar losses; and/or
- 11.9.3 special damages and indirect losses.
- 11.10 Each party shall be under a duty to mitigate any loss, damage, costs or expenses that it may suffer.
- 11.11 You must inform us immediately if anyone makes or threatens to make any claim or issue legal proceedings against you relating to your use of the Service or any information on the Site and you will, at our request, immediately stop the act or acts complained of. If we ask you to, you must confirm the details of the claim(s) in writing.
- 11.12 If you fail to stop the act or acts complained of, we may suspend the Service available to you. If we do so, we will not restore it until we receive an appropriate assurance from you that there will be no further contravention of the terms of this Agreement.
- 11.13 Our aggregate liability to you under and/or arising under this Agreement in respect of any and all claims shall not exceed fifty times the aggregate amount of all charges paid by you for downloaded Files.
- 11.14 Nothing in this Agreement shall exclude or limit liability for death or personal injury due to either party's negligence or fraudulent misrepresentation.
- 11.15 Nothing in this Agreement shall seek to exclude or limit any of your statutory rights which may not be excluded or limited due to you acting as a consumer.
- 11.16 We shall have no liability to you for any delay in performance of the Service and/or any other matters to the extent that such events and/or matters are due to any events outside our reasonable control including but not limited to acts of God, war, flood, fire, labour disputes, strikes, lock-outs, riots, civil commotion, malicious damage, explosion, governmental actions and any other similar events.

12 INDEMNITY

- 12.1 You agree to indemnify and keep indemnified us against any and all losses, proceedings, lost profits, damages, awards, expenses and costs (including increased administration costs and legal costs on a full indemnity basis), claims, actions and any other losses and/or liabilities suffered by us and arising from and/or relating to your use of the Service, as a result of any Default by you.
- 12.2 We or third parties may provide links to other internet sites or destinations. Any/all sites linked from this site are owned or controlled by independent third parties. Because we have no control over such third party sites and resources, you acknowledge and agree that we are not responsible for the availability and/or connectivity of such web destinations, and do not endorse and are not liable/responsible for any data, advertising, products, or other materials on or available from such destinations. You further acknowledge and agree that we shall not be liable/responsible, in any way, directly or indirectly, for any damage/loss caused or allegedly caused by, or in connection with, use of or reliance on any such data, goods or services available on or through any linked site or web destination.

13 GENERAL

- 13.1 The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement (i.e. no third party shall have any right to enforce this Agreement), save that any assignee of the rights and obligations set out in this Agreement may do so. We may assign this Agreement to any third party without your consent.
- 13.2 No waiver by us of any breach of this Agreement shall be considered as a waiver of any subsequent breach of the same provision or any other provision.
- 13.3 This Agreement constitutes the entire agreement between you and us. If any provision of this Agreement shall be held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the remaining parts of this Agreement and the remainder of the affected provision shall be unaffected and shall remain in full force and effect.
- 13.4 This Agreement is governed by and interpreted in accordance with English law and the parties agree to submit to the exclusive jurisdiction of the English courts.
- 13.5 We shall be entitled to process your data in accordance with the terms of our [Privacy Policy](#). Please view this document for further information.

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