



# National Association for the Teaching of English

Email: [admin@nate.org.uk](mailto:admin@nate.org.uk) Website: [www.nate.org.uk](http://www.nate.org.uk) charity number 313157

*This policy was approved by NATE's Development and Management Team (including Trustees) on 25<sup>th</sup> September 2020. This policy will be reviewed annually.*

## Terms and Conditions for the use of NATE website

These terms and conditions ("Terms and Conditions") govern your use of The NATE website and its Members' section ("Website") which is the property of the National Association for the Teaching of English. In these Terms and Conditions, NATE is referred to as the "Company", "us" or "we."

By using this Website and its services you will be bound by these Terms and Conditions and the Company's privacy policy which can be found at ("Privacy Policy"). If you do not agree to these Terms and Conditions and/or the Privacy Policy you must not use this Website or any service provided via it. Use of the Company's Website and Services (as defined below) is expressly conditioned upon your assent to all the terms and conditions of this agreement, to the exclusion of all other terms.

NATE's website is managed by Scratch Creative.

NATE's Director has overall responsibility for the use of the website, including the members' area.

### Your use of this website

1. You must not use this website for anything that is unlawful or is prohibited by these Terms and Conditions and/or any notices elsewhere on this Website.
2. The Company advises that you seek professional advice before relying on any information on this Website. Under no circumstances will the Company be liable in any way for any information it provides on the Website or through the Services, including, but not limited to, any errors or omissions in any content and information, including but not limited to text, software, music, sound, photographs, graphics, video or other material (known as "Content"), or any loss or damage of any kind incurred in connection with use of or exposure to any Content posted, emailed, accessed, transmitted, or otherwise made available via the Services.
3. When using this website, you must not do any of the following:
  - a) defame, abuse, harass, stalk, threaten or otherwise violate the rights (such as rights of privacy and publicity) of others;
  - b) publish, post, distribute or disseminate any defamatory, infringing, obscene, indecent, offensive or unlawful material or information;
  - c) upload files that contain software or other material protected by intellectual property laws (or by rights of privacy or publicity) unless you own or control the rights or have received all necessary consents;
  - d) upload files that contain viruses, corrupted files or any other similar software or programs that may damage the operation of another's computer;

- e) impersonate any person or entity, including without limitation any employee or representative of the Company;
  - f) post or transmit, or cause to be posted or transmitted, any communication or solicitation designed or intended to obtain password, account, or private information from any other user of the Services; You will indemnify and hold the Company, its parents, subsidiaries, affiliates, officers, and employees harmless (including, without limitation, from all damages, liabilities, settlements, costs and attorneys' fees) from any claim or demand made by any third party due to or arising out of your access to the Services, use of the Services, your violation of these Terms and Conditions, or the infringement by you or any third party using your account of any intellectual
  - g) decompile, reverse engineer, or otherwise attempt to obtain the source code of the Services;
  - h) delete any author attributions, legal notices or proprietary designations or labels in any file that is uploaded;
  - i) falsify the origin or source of software or other material contained in a file that is uploaded;
  - j) advertise or offer to sell any goods or services or conduct or forward surveys, competitions, or chain letters; or
  - k) download any file posted by another user of this Website that you know, or reasonably should know, cannot be legally distributed in such manner.
4. If you link to the Website, the Company may revoke your right to so link at any time, at the Company's sole discretion. The company reserves the right to require prior written consent before linking to the Website.

## **Registration**

1 You will need to be a member of NATE to access the members' area of the Website subject to the Company's subscription charges set out on the website at [www.nate.org.uk](http://www.nate.org.uk)

2 Access to the Members' Area requires a valid email address (which will serve as your user name) and unique password. The Company's use of this information is set out in the Company's Privacy Policy which can be found at [privacy](#).

3 Please use caution to keep your user name and password confidential and log-off from the Website when your session is complete to prevent unauthorized access to your information. If your user name or password is subject to unauthorized access, you should immediately inform the Company.

4 If you are accessing the members' area of the website as an institutional member you must not let anyone outside your department staff use your user name or password. Any unauthorized use of either must be reported to [info@nate.org.uk](mailto:info@nate.org.uk) as soon as you are aware of such use and the Company will, as soon as reasonably possible, cancel your user name and/or password and issue new ones. The Company may, for security or other reasons, require you to change your user name and/or password or other information which facilitates access to this Website members' area or its Services.

5 The Company reserves the right to cancel your user name and password without notice if the Company becomes aware of any breach of these Terms and Conditions by you.

## **Dealings with Third Parties**

1. The Company is not an agent of any third party or any party named or linked to this Website ("Third Parties") and does not have any authority to act for such Third Parties. The Company

does not control or endorse and is not responsible or liable for any Content, advertising, products or other materials on or available from such Third Parties.

2. You agree that (to the maximum extent permitted by applicable law) the Company (and our trustees, officers and employees) shall have no liability to you in relation to any dispute which you may have with a Third Party, without limitation one or more of your customers, and/or any other users of this Website.

## **Intellectual Property**

1. You acknowledge and agree that all Content provided on the Website or through the Services, contained in sponsor advertisements or, presented to you by the Company, its partners or advertisers, is protected by copyrights, trademarks, service marks, patents, or other proprietary rights and laws. You shall abide by all copyright notices, trademark rules, information, and restrictions contained in any Content accessed through the Services, and except as expressly permitted herein, shall not use, copy, reproduce, modify, translate, publish, broadcast, transmit, distribute, perform, upload, display, license, sell or otherwise exploit for any purposes whatsoever any Content or third party submissions or other proprietary rights not owned by you: (i) without the express prior written consent of the respective owners, and (ii) in any way that violates any third party right.
2. You acknowledge and agree that you are permitted to review, print and make copies for your personal and educational use of the Content (and other items displayed on the Website for download), provided that you maintain all copyright and other notices contained in such Content.

## **Termination**

1. Without prejudice to any remedy that the Company may have against you, the Company may terminate or suspend with immediate effect and without notice your access to and use of the Website Members' Area if:

1. It does not receive timely payment under your NATE membership subscription;
2. It reasonably believes that you have breached any of these Terms and Conditions;
3. It is unable to verify the accuracy or validity of any information provided by you;
4. Or it suspects fraudulent, abusive or illegal activity by you.

2 Should you object to any of these Terms and Conditions, or any subsequent changes to them, or become dissatisfied with this Website in any way, your only recourse is to immediately discontinue membership of NATE.

3 You may cancel your membership at any time by email to [admin@NATE.org.uk](mailto:admin@NATE.org.uk) . Cancellation will take effect from the next payment period and you will not be entitled to a refund for any membership fee already paid.

## **Amendment to these Terms and Conditions**

1. The Company reserves the right to amend and alter these Terms and Conditions and any Content or information contained on the Website at any time. In the event these Terms and Conditions are altered the Company will post the amended Terms and Conditions on this Website. Changes will apply from the date of posting.
2. If after the Terms and Conditions and/or the Privacy Policy have been amended or altered you do not agree to their terms, you must stop using this Website.

## General

1. Whilst the Company will try to provide you with uninterrupted access to this Website and its Services, The Company may need to withdraw, modify, discontinue or temporarily or permanently suspend one or more aspects of this Website where the Company has a legal, technical or other good reason to do so (including technical difficulties experienced by the Company or any Internet infrastructure). However, The Company will try, wherever possible, to give reasonable notice of the Company's intention to do so.
2. The Company reserves the right to withhold, remove and or discard any Content, including any Content contributed by you, with or without notice if deemed by the Company to be contrary to these Terms and Conditions. The Company has no obligation to store, maintain or provide you a copy of any Content that you provide when using the Services.
3. If the Company fails to exercise or enforce a right under the Terms and Conditions that failure shall not constitute a waiver of such right or provision.
4. These Terms and Conditions set out the Company's entire agreement and understanding with respect to the subject matter of these Terms and Conditions and supersedes all representations, communications and prior agreements (written or oral).
5. Each party acknowledges that on entering into these Terms and Conditions, it does not rely, and has not relied, upon any representation (whether negligent or innocent), statement or warranty made or agreed to by any person (whether a party to these Terms and Conditions or not) except those expressly set out in these Terms and Conditions.
6. Unless expressly provided in the Terms and Conditions no term of them is enforceable by any person who is not a party to it.
7. You must report any violations of these Terms and Conditions to [info@nate.org.uk](mailto:info@nate.org.uk)

**Please see link to our DATA privacy and protection & privacy policy which has further details about how we use data we receive via our website and consent <https://www.nate.org.uk/data-protection/>**