



## NASBTT's *Teacher Educator Programmes (TEPs)* Licence Terms and Conditions

These Licence Terms and Conditions take effect from 1<sup>st</sup> September 2021 and will remain in force until such date as NASBTT's Board of Trustees may determine.

---

### Definitions

In these Terms and Conditions:

**Licence Holder:** Refers to an individual who has a valid licence to use NASBTT's *Teacher Educator Programme* materials (Levels 1 and 2).

**Start Date:** The date the Licence Term becomes active; 1<sup>st</sup> September or the date the licence is purchased, whichever is applicable.

**End Date:** The date the Licence Term expires; 31<sup>st</sup> August.

**Licence Term:** The Licence Term is one academic year or part thereof.

---

### Information About NASBTT

NASBTT is a registered charity (Registered charity number: 1176171) committed to promoting high quality schools-led programmes of training, education and professional development of teachers.

If the Licence Holder is unclear or uncertain about anything in these Terms and Conditions, they can contact NASBTT with any queries at [office@nasbtt.org.uk](mailto:office@nasbtt.org.uk).

---

### These Terms and Conditions

A contract with NASBTT is formed when the Licence Holder completes the Licence Agreement and NASBTT confirms receipt of this.

By agreeing to the Terms and Conditions of the licence, the Licence Holder acknowledges that they hold a **personal** licence for the materials of NASBTT's *Teacher Educator Programmes* dependent on successful completion of NASBTT's Level 3 training programme *Training Excellent Mentors, Coaches and Facilitators*. The right to use these materials applies to any training at which the Licence Holder is present (virtually or physically) in real-time and may not be used by persons within the Licence Holder's organisation who have not completed the Level 3 training programme *Training Excellent Mentors, Coaches and Facilitators*.

The Licence Holder undertakes that any information provided to NASBTT about themselves is accurate and current.

---

## Licence Term

The Licence Term is one academic year, 1<sup>st</sup> September to 31<sup>st</sup> August of the following year, or part thereof.

---

## Licence Fee

The Licence Fee is due annually; invoices will be issued in September for the academic year ahead.

Where a licence is purchased mid academic year, the Licence Fee will be charged on a pro-rata basis and invoices issued immediately.

No refunds for any unused portion of the Licence Term will be given.

---

## Licence Renewal

The licence will continue indefinitely unless cancelled by the Licence Holder. Upon cancellation, the licence will terminate at the end of the existing Licence Term, 31<sup>st</sup> August.

NASBTT will make a reasonable attempt to contact the Licence Holder, by email or telephone, prior to the end of the Licence Term to ensure that they wish to renew the licence.

NASBTT will not provide any refunds on fees paid.

Please note that if the licence fee is not received by the invoice due date, NASBTT reserves the right to suspend or terminate the licence. If the licence is suspended or terminated, programmes must not be delivered until the Licence Fee has been paid.

---

## No Price Increase Guarantee

NASBTT guarantees never to increase the annual Licence Fee the Licence Holder pays for their licence (excluding taxes) provided the licence continues without interruption. NASBTT may terminate the licence if the annual Licence Fee is not paid by the invoice due date; any subsequent purchase of the licence will be billed at the current rate.

---

## Licence Holders

Every trainer employed by any organisation who will be delivering training that includes materials from NASBTT's *Teacher Educator Programmes* must be a NASBTT approved facilitator who has attended the Level 3 training programme *Training Excellent Mentors, Coaches and Facilitators*. If additional Licence Holders are required, they must complete the Level 3 training programme *Training Excellent Mentors, Coaches and Facilitators*.

---

## Licence Transfer

To transfer the licence to another individual within the Licence Holder's organisation, the existing Licence Holder should contact NASBTT with details of the individual to whom the licence will be transferred. The new Licence Holder must undertake the Level 3 training programme *Training*

---

*Excellent Mentors, Coaches and Facilitators* at the next available running of this programme and will be asked to agree to these Terms and Conditions of use; on receipt of that agreement, the new Licence Holder will be allowed to continue the licence on the same rates and Terms and Conditions that previously applied. A licence may be transferred no more than twice in any calendar year.

---

### Adding an Additional Licence Holder

To add an additional Licence Holder for the Licence Holder's organisation, the existing Licence Holder should contact NASBTT with details of the individual who is to be added. The additional Licence Holder must undertake the Level 3 training programme *Training Excellent Mentors, Coaches and Facilitators* at the next available date and will be asked to agree to these Terms and Conditions of use.

---

### Annual Returns

On an annual basis, the Licence Holder will be required to provide their training schedule and details of delegate engagement with training.

---

### Quality Assurance

Licensed provision will be subject to an annual Quality Assurance Visit (QAV) or telephone/video Quality Assurance Consultation (QAC). The Licence Holder will be required to provide NASBTT with a copy of their training schedule in order that the Quality Assurance Visit or Quality Assurance Consultation can be arranged and conducted.

The Licence Holder may be required to make amendments or alterations to their programmes as a result of the Quality Assurance Visit or Quality Assurance Consultation. NASBTT reserves the right to revoke the licence should there be a failure to comply with any requirements identified as a result of the annual Quality Assurance Visit or Quality Assurance Consultation.

Providers will receive a Quality Assurance Visit at least once every three years. However, providers have the option of requesting one Quality Assurance per year should they choose.

NASBTT reserves the right to request a Quality Assurance Visit or telephone/video Quality Assurance Consultation based on a Licence Holder's previous Record of Quality Assurance Visit Form.

Where there are multiple Licence Holders in a provider, telephone/video Quality Assurance Consultations will include all Licence Holders in a single consultation. Where possible, Licence Holders will be seen in rotation on Quality Assurance Visits.

New Licence Holders do not receive a Quality Assurance Visit in their first cycle of facilitation; this enables them to become familiar with the materials. New Licence Holders have the option of a telephone/video Quality Assurance Consultation prior to, during or post their first facilitation.

Licence Holders who have received a successful Quality Assurance Visit will not receive a visit in the following academic year, but will be offered an optional telephone/video Quality Assurance Consultation.

---

Bespoke arrangements will be made with Licence Holders for future Quality Assurance Visits and Quality Assurance Consultations. Annual Quality Assurance expectations for the provision will be dependent upon several factors, including:

- when the provision last received a Quality Assurance Visit;
- the outcome of the last Quality Assurance Visit;
- whether or not the provision facilitated NASBTT's *Teacher Educator Programmes* in the prior academic year; and
- the number of Licence Holders facilitating within the provision.

Face-to-face Quality Assurance is always preferable. Where this is not possible, it is the Licence Holder's responsibility to ensure that alternative arrangements are made in order to meet NASBTT's Quality Assurance expectations.

Licence Holders will be asked to complete in advance of a Quality Assurance Visit a consent form allowing the attending Assurer to take photographs, recordings or audio recordings and collect comments to be stored and used by NASBTT in line with its privacy policy. It is the Licence Holder's responsibility to gain consent from all individuals who may be included in the images, recordings, audio and comments. Where an individual does not provide consent, it is the Licence Holder's responsibility to inform the appropriate NASBTT representative.

Licence Holders must inform all delegates that one of NASBTT's Assurers will be present at any training prior to delivery.

Please note that if the Assurer does not receive a signed response from the Licence Holder within seven days of sharing the finalised Record of Quality Assurance Visit Form or Record of Quality Assurance Visit Form with the Licence Holder, they will conclude that they are happy with all content and submit the form to NASBTT for use in line with the Licence Terms and Conditions.

---

### Termination of Licence

NASBTT may terminate the licence at any time immediately, and without refund, by giving written notice to the Licence Holder. A licence may be terminated if the Licence Holder:

- commits any continuing or material breach of these Terms and Conditions and, if the breach is capable of remedy by the Licence Holder, it is not remedied within ten days of a written notice from NASBTT providing them with details of the breach;
- fails to pay the annual fee, or any other sums which are payable under these Terms and Conditions, by the invoice due date.

NASBTT reserves the right to revoke the licence to download and use the materials for good cause and elect to replace such materials with alternative materials. Upon notice of any revocation of a licence, the Licence Holder shall immediately stop using the materials.

---

### Consequences of Termination

On termination of the licence, any licence to download and use the materials from NASBTT's website will immediately terminate and the Licence Holder must:

1. stop using the materials;

2. destroy, or upon NASBTT's request, return the materials to NASBTT; and
3. delete or remove the materials from their premises, computer system and storage (electronic or physical).

If requested to do so by NASBTT, the Licence Holder shall provide NASBTT with a written statement confirming that they, and any other Licence Holders in their provision, have complied with the obligations detailed above in points one to three.

---

## Security

Access to NASBTT's *Teacher Educator Programmes* materials is made via a secure area on NASBTT's website; permissions are granted for access to this area. Licence Holders are responsible for ensuring the confidentiality and proper use of their login details and account, and for restricting access to their computer. They agree to accept responsibility for all activities that occur under their login details. In order to assist NASBTT with its security policy, Licence Holders should not leave their computer unattended whilst they are logged in to NASBTT's website and should ensure that they log out each time they have finished.

Licence Holders must inform NASBTT immediately if they believe that an unauthorised person knows their login details or has access to their account.

NASBTT reserves the right to refuse service or terminate the Licence Holder's account if they suspect an unauthorised person is attempting to access it.

---

## Rights and Restrictions

Licence Holders are reminded that copyright applies to all of NASBTT's *Teacher Educator Programmes* materials. Except as permitted under the Copyright, Design and Patents Act 1988 and in these Terms and Conditions, no materials, either in part or whole, may be reproduced, altered, amended or distributed to anyone else or used in any other way without NASBTT's prior written consent.

All documents must be copied in whole and the copyright statement must be retained on the documents.

The licence is **personal** to the Licence Holder and they must not transfer, sub-licence, sell, assign, or otherwise dispose of the materials that are downloaded. A Licence Holder must be present when any material from NASBTT's *Teacher Educator Programmes* are used and they must not pass copies of the Trainer Notes to any other individual.

Where instructed in the Trainer Notes, a Licence Holder may pass copies of other documents, including the Delegate Pack, Team Briefs, Handouts and Case Studies to delegates present at the time that they are providing training using materials from NASBTT's *Teacher Educator Programmes*.

NASBTT's *Teacher Educator Programmes* are designed for face-to-face facilitation. Where this is not possible due to circumstances outside of the Licence Holder's control, alternative facilitation such as delivery via an online delivery is acceptable.

Licence Holders are reminded to adhere to their organisation's policy, direction and guidance regarding the delivery of online content in accordance with the platforms and software utilised.

All documents must be protected when facilitation of NASBTT's *Teacher Educator Programmes* is via an online platform. Licence Holders must take reasonable efforts to eliminate excessive shared access to materials from NASBTT's *Teacher Educator Programmes* that may lead to unauthorised 'handling' by anyone other than the Licence Holder.

---

### Ensuring Materials are Current

Details of changes to the content and policy of NASBTT's *Teacher Educator Programmes* are listed in the Change Log in the Trainer Notes for each individual programme. It is the responsibility of the Licence Holder to refer to the Change Log in advance of preparing for upcoming programme facilitation. This will ensure that they are using the latest versions of the materials.

---

### Case Studies

Any case studies submitted by a Licence Holder must not breach anyone else's copyright or encourage breach of copyright. This includes offering to share copyrighted material with other Licence Holders. The Licence Holder must have permission to use, for commercial purposes, any images that they include in their case study. The Licence Holder agrees to indemnify NASBTT and its employees for any breach of copyright. Licence Holders should refer to NASBTT's [Website Terms of Use](#).

If a formal complaint is received, NASBTT will conduct an investigation. NASBTT reserves the right to remove any blog which, at NASBTT's sole discretion, it feels does not abide by the spirit of these rules.

---

### Other Conditions

If the Licence Holder is purchasing goods as a consumer, these Terms and Conditions do not affect their statutory rights.

---

### Price and Payment

The price of any goods or services will be as quoted on the website from time to time, except in cases of obvious error.

These prices exclude VAT and delivery costs, which will be added to the total amount due as set out on the website.

Unless otherwise stated in these Terms and Conditions, payment terms are 30 days from the date of the invoice. NASBTT reserves the right to charge Licence Holders interest on late payments at the rate of 4% above Bank of England Base Rate.

If goods are ordered from the website for delivery outside the United Kingdom, they may be subject to import duties and taxes which are levied when the delivery reaches the specified destination. The Licence Holder will be responsible for payment of any such import duties and taxes. Please note that NASBTT has no control over these charges and cannot predict their amount. Please contact the local customs office for further information before placing an order.

---



Please also note that the Licence Holder must comply with all applicable laws and regulations of the country for which the goods are destined. NASBTT will not be liable for any breach by the Licence Holder of any such laws.

---

### Disclaimers and Limitations

The content of NASBTT's website does not constitute advice and should not be relied upon in making or refraining from making, any decision. The Licence Holder agrees to indemnify and hold NASBTT and its employees and agents harmless from and against all liabilities, legal fees, damages, losses, costs and other expenses in relation to any claims or actions brought against them arising out of their use of the website.

NASBTT's website is provided on an "as is" and "as available" basis without any representation or endorsement made and without warranty of any kind whether express or implied, including but not limited to the implied warranties of satisfactory quality, fitness for a particular purpose, non-infringement, compatibility, security and accuracy.

To the extent permitted by law, NASBTT will not be liable for any indirect or consequential loss or damage whatsoever (including without limitation loss of business, opportunity, data, profits) arising out of or in connection with the use of its website or any material or services purchased or downloaded from it. Reliance on information, material, or advice contained within NASBTT's materials shall be at the Licence Holder's sole risk. Users of the website and material within it are encouraged to confirm information received with other sources, and to seek local qualified advice if embarking on any actions that could carry personal or organisational liabilities.

NASBTT makes no guarantee that the functionality of its website will be uninterrupted or error free, that defects will be corrected or that the website or the server(s) that make it available are free of viruses or anything else which may be harmful or destructive.

Nothing in these Terms and Conditions shall be construed so as to exclude or limit the liability of NASBTT for death or personal injury as a result of the negligence of NASBTT or that of its employees or agents.

The maximum liability of NASBTT arising in connection with the sale of goods or services, whether arising in contract or by reason of negligence of NASBTT, its employees, its agents or otherwise will not exceed 12 months' annual Licence Fee or the total amount paid by the Licence Holder to NASBTT (whichever is the lesser amount).

Where the goods are sold to a consumer the statutory rights of the customer are not affected by these Terms and Conditions.

---

### Severability

If any of these Terms and Conditions should be determined to be invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, then such term or condition shall be severed and the remaining Terms and Conditions shall survive and remain in full force and effect and continue to be binding and enforceable.

---

### Copyright on the Website

The contents of the website are protected by national and international copyright laws and other intellectual property rights. NASBTT is the owner of the intellectual property rights in all trademarks, service marks, trading and other names, logos, designs, content, drawings, illustrations, photographs, videos, graphics and/or software referred to or contained on its website. Licence Holders may not modify, copy, reproduce, republish, upload, post, transmit or distribute, by any means or in any manner, any material or information on or downloaded from the website including but not limited to text, graphics, video, messages, code and/or software except for their own personal use, as permitted by any licence granted in these Terms and Conditions.

---

### Termination

NASBTT reserves the right to immediately terminate the use of, or access to, the website at any time if it decides that the Licence Holder has breached these Terms and Conditions or any relevant law, rule or regulation or they have engaged in conduct that NASBTT considers to be inappropriate or unacceptable.

---

### Links to Third Party Websites

NASBTT's website may include links to third party websites that are controlled and maintained by others. Any link to other websites is not an endorsement of such website and the Licence Holder acknowledges and agrees that NASBTT is not responsible for the content or availability of any such sites.

---

### Which Law Governs this Agreement?

These Terms and Conditions and any claim based on use of information from NASBTT's website shall be governed by the laws of England and the parties submit to the exclusive jurisdiction of the Courts of England and Wales.

---

### NASBTT's Right to Vary these Terms and Conditions

NASBTT has the right to revise and amend these Terms and Conditions from time to time to reflect changes in market conditions affecting its business, changes in technology, changes in payment methods, changes in relevant laws and regulatory requirements and changes in its system's capabilities. If NASBTT does vary or amend these Terms and Conditions, it will post any such variation or amendment on the website. Licence Holders should, therefore, regularly visit these pages to review the current Terms and Conditions.

---

### Third Parties

No person who is not a party to these Terms and Conditions is entitled to enforce any of its rights, whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise.