



The National Association of
School-Based Teacher Trainers

NASBTT's Mentor Development Modules (MDMs) Terms and Conditions

Definitions

In these Terms and Conditions:

Registered Organisation: Refers to an organisation who has written agreement from NASBTT to access NASBTT's **Mentor Development Modules** subject to payment of the Annual Registration Fee and the appropriate per Registered User charge. The Registered Organisation may choose to facilitate taught delivery of the modules and/or direct their Registered Users to complete the modules for online self-directed study on **NASBTT Learn**.

Main Contact: Refers to the named individual the Registered Organisation has registered with NASBTT and whom NASBTT has agreed may hold the organisational login for **NASBTT Learn** to access the reporting dashboard to track mentor progress and view the full suite of modules. In the first instance, NASBTT will liaise with the Registered Organisation's Main Contact.

Dashboard User(s): Refers to the named individual(s) the Registered Organisation has registered with NASBTT and whom NASBTT has agreed may access the reporting dashboard on **NASBTT Learn** to track mentor progress.

Facilitator(s): Refers to the named individual(s) the Registered Organisation has registered with NASBTT and whom NASBTT has agreed may facilitate taught delivery of the modules to Registered Users for the duration of the Term of Agreement.

Registered User(s): Refers to the named individual(s) the Registered Organisation has registered with NASBTT and for whom they have agreed to pay the appropriate fee for the duration of the Term of Agreement. All Registered Users have access to the modules for online self-directed study on **NASBTT Learn**. It is the Registered Organisation's responsibility to ensure that **only** Registered Users participate in taught delivery; Registered Users **must** be registered with NASBTT **in advance** of any taught delivery taking place.

Start Date: The date the Term of Agreement becomes active; 1st August or the registration date, whichever is applicable.

End Date: The date the Term of Agreement expires; 31st July or early if terminated by NASBTT.

Term of Agreement: The Term of Agreement is one year, 1st August to 31st July of the following year, or part thereof, unless terminated early by NASBTT.

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 Registered Organisation is unclear or uncertain about anything in these Terms and Conditions, they can contact NASBTT with any queries at info@nasbtt.org.uk.

Terms of Agreement

A contract with NASBTT is formed when the Registered Organisation completes the registration form and NASBTT confirms receipt of this.

By accessing the **Mentor Development Modules**, all parties (Registered Organisation, Main Contact, Dashboard User(s), Facilitator(s) and Registered User(s)), agree to abide by these Terms and Conditions.

The Registered Organisation acknowledges that access to the **Mentor Development Modules** is **limited** to named individuals (Main Contact, Dashboard User(s), Facilitator(s) and Registered User(s)) granted access by NASBTT.

The right to use the materials for taught delivery applies to any training at which a named Facilitator is present (virtually or physically) in real-time and may not be used by any other persons within the Registered Organisation who have not been granted access by NASBTT.

The Registered Organisation undertakes that any information provided to NASBTT is accurate and current. The Registered Organisation will share updates with NASBTT in a timely manner.

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 (where applicable), which will be added to the total amount due as set out on the website.

If goods are ordered 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 Registered Organisation 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 Registered Organisation 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 Registered Organisation of any such laws.

Annual Registration Fee

An Annual Registration Fee is chargeable to the Registered Organisation. The Annual Registration Fee is inclusive of access to the materials for taught delivery, onboarding, mentor registration, ongoing support, the reporting dashboard to track mentor progress and quality assurance processes. The Annual Registration Fee is **in addition** to the per Registered User charge.

Invoices for the Annual Registration Fee will be issued in September for the year ahead or at the registration date, whichever is applicable.

Per user charge for Registered Users

A per user charge is applicable for each and every individual (Registered User) registered with NASBTT. Accounts for Registered Users are activated based on the information shared with NASBTT. Registrations are not transferable or refundable.

Invoices for Registered Users will be issued at the end of the month in which they are registered.

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

Payment terms

Unless otherwise stated in these Terms and Conditions, payment terms are 30 days from the date of the invoice.

In the event of non-payment of an invoice exceeding 60 days overdue, NASBTT reserves the right to suspend or terminate **all** access to **all** parties; this includes access to the modules for online self-directed study on **NASBTT Learn** for Registered Users. If access is suspended or terminated, taught delivery **must not** take place until payment has been received.

In the event of non-payment of an invoice exceeding 90 days overdue, NASBTT reserves the right to apply a late payment charge of 50% of the value of the invoice.

Arrangements for Taught Delivery

The right to use the materials for taught delivery applies to any training at which a named Facilitator is present (virtually or physically) in real-time and may not be used by any other persons within the Registered Organisation who have not been granted access by NASBTT.

Taught delivery **must** only be facilitated by named Facilitators.

Upon request from NASBTT, the Registered Organisation will advise NASBTT of its facilitation schedule including details of modules delivered, Facilitator(s), dates, times and locations.

It is the Registered Organisation's responsibility to guarantee that taught delivery is **only** facilitated to individuals who have been registered with NASBTT (Registered Users). Any delivery to individuals who have not been registered with NASBTT will be considered a material breach of these terms and conditions; NASBTT reserves the right to terminate access to the **Mentor Development Modules** with immediate effect if it comes to their attention that the Registered Organisation has breached this clause.

The Registered Organisation, the Facilitator(s) and Registered Users are **not** permitted to record taught delivery. Registered Users who are unable to attend taught delivery can access the module via **NASBTT Learn** for engagement via online self-directed study.

The Registered Organisation must facilitate modules **in full** before directing Registered Users to the end of module assessment which accredits the training with a certificate and digital badge. If the Registered Organisation chooses to use aspects of a module as part of their training, Registered Users may be directed to engage with the additional aspects of the module for online self-directed study on **NASBTT Learn** before proceeding to the end of module assessment for certification.

Ensuring Materials for Taught Delivery are Current

The current versions of any materials for taught delivery will be held in the secure area of NASBTT's website. It is the responsibility of the Registered Organisation and the named Facilitator(s) to ensure that they are using the current version of any materials in their taught delivery.

NASBTT reserves the right to revoke and/or amend any materials. Upon notice of any such changes, all parties must immediately stop using revoked materials.

Quality Assurance for Registered Organisations

All Registered Organisations are subject to NASBTT's Quality Assurance process. The Registered Organisation agrees to all arrangements set out in the [Quality Assurance Guidance](#).

The Registered Organisation will participate in a compulsory Onboarding Quality Assurance Consultation in their first year of engagement with the **Mentor Development Modules**. After this, the Registered Organisation will be subject to a four-year Quality Assurance cycle during which time they will engage with a Quality Assurance Consultation or Quality Assurance Visit. NASBTT reserves the right to conduct a Quality Assurance Consultation or Quality Assurance Visit at any time.

The Registered Organisation may be required to make amendments or alterations to their engagement with and/or facilitation of the **Mentor Development Modules** as a result of the Quality Assurance process. NASBTT reserves the right to revoke the Registered Organisation's access to the **Mentor Development Modules** should there be a failure to comply with any requirements identified as a result of the Quality Assurance process.

Feedback from Registered Organisations

The Registered Organisation agrees to provide feedback to NASBTT to support them with the ongoing development of the **Mentor Development Modules**. In addition to engagement with the QA process, this feedback may take the form of 1:1 meetings, roundtable discussions, written feedback and/or evaluations/surveys. The Registered Organisation additionally agrees to encourage named Facilitators and Registered Users to complete any feedback requested by NASBTT.

Case Studies Provided in the Course of Feedback

Any case studies submitted by the Registered Organisation and/or Facilitator(s) must not breach anyone else's copyright or encourage breach of copyright. This includes offering to share copyrighted material with any other organisation or facilitator, including other Registered Organisations who have access to the **Mentor Development Modules**. The Registered Organisation must have permission to use, for commercial purposes, any images that they include in their case study. The Registered Organisation agrees to indemnify NASBTT and its employees for any breach of copyright. The Registered Organisation 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 case study or blog which, at NASBTT's sole discretion, it feels does not abide by the spirit of these rules.

Renewal of Agreement

The Registered Organisation's access to the **Mentor Development Modules** will automatically renew on an annual basis unless notification is given in writing no later than 30th June. Upon cancellation, the registration will terminate at the end of the existing Term of Agreement, 31st July.

NASBTT will make every reasonable attempt to contact the Registered Organisation's Main Contact by email with a renewal notification prior to the end of the Term of Agreement.

NASBTT will not provide any refunds of costs incurred for failure to notify NASBTT of cancellation in writing by the specified date.

Termination of Agreement

NASBTT may terminate this Agreement at any time immediately, and without refund, by giving written notice to the Registered Organisation. The Agreement may be terminated if any party:

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

Consequences of Termination

On termination of the Agreement, all access to all materials will immediately terminate and all parties 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 Registered Organisation shall provide NASBTT with a written statement confirming that all parties, have complied with the obligations detailed above.

Security

Access to NASBTT's **Mentor Development Modules** is through **NASBTT Learn** on the Anspear platform for the modules for online self-directed study and via a secure area on NASBTT's website for the materials for taught delivery; the relevant permissions are granted for access to these platforms according to an individual's status. All parties are individually and collectively responsible for ensuring the confidentiality and proper use of their login details and account(s), and for restricting access to their computer or mobile device. They agree to accept responsibility for all activities that occur under their login details. In order to assist NASBTT with its security policy, all parties should ensure their computer or mobile device is never left unattended whilst they are logged in to NASBTT's website or the **NASBTT Learn** platform and should ensure that they log out each time they have finished using the materials.

Any party 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 access if they suspect an unauthorised person is attempting to access it.

Rights and Restrictions

All Parties are reminded that copyright applies to all of NASBTT's **Mentor Development Modules**. 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 their entirety and the copyright statement must be retained on the documents.

Where applicable, the Agreement to facilitate taught delivery is restricted to the named Facilitator(s) and they must not transfer, sub-licence, sell, assign or otherwise dispose of any materials that are downloaded. For taught delivery, a named Facilitator **must** be present (either in person or online) when any material from NASBTT's **Mentor Development Modules** are used and they **must not** pass copies of any materials to any other individual.

Where instructed in the facilitation notes for taught delivery, the Facilitator(s) may pass copies of the Delegate Pack, Briefs, Handouts and/or Case Studies to Registered Users present at the training.

If facilitating taught delivery via an online platform, the Facilitator(s) is 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 **Mentor Development Modules** is via an online platform. Facilitators must take reasonable efforts to eliminate excessive shared access to materials from NASBTT's **Mentor Development Modules** that may lead to unauthorised 'handling' by anyone other than the Facilitator.

Other Conditions

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

Disclaimers and Limitations

The content of NASBTT's website and the **NASBTT Learn** platform does not constitute advice and should not be relied upon in making, or refraining from making, any decision. The Registered Organisation 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 NASBTT website and/or **NASBTT Learn's** platform.

NASBTT's website and the **NASBTT Learn** platform are 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 and/or profits) arising out of or in connection with the use of its website, learning platform or any material or services purchased or downloaded from them. Reliance on information, material or advice contained within NASBTT's materials shall be at the Registered Organisation's sole risk. Users of the website, learning platform and material within them 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 or learning platform will be uninterrupted or error free, that defects will be corrected or that the website, learning platform 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.

Severability

If any of these clauses should be determined to be invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, then such clauses shall be severed and the remaining clauses 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 and learning platform 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 and learning platform. No party may 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 or learning platform including, but not limited to, text, graphics, video, messages, code and/or software except for their own personal use, as permitted by any agreement granted in these Terms and Conditions.

Termination

NASBTT reserves the right to immediately terminate the use of, or access to, the website and/or learning platform at any time if it decides that any party 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 and learning platform 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 All Parties acknowledge and agree that NASBTT is not responsible for the content or availability of any such sites.

Which Law Governs these Terms and Conditions?

These Terms and Conditions and any claim based on use of information from NASBTT's website or learning platform 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. All parties should, therefore, regularly visit the website to view 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.