



Terms and Conditions of Membership

CONTENTS

CLAUSE

1. THESE TERMS1

2. INFORMATION ABOUT US AND HOW TO CONTACT US.....1

3. MEMBERSHIP APPLICATION.....1

4. MEMBERSHIP2

5. MEMBERSHIP FEES.....3

6. USING OUR WEBSITE AND HELPLINES3

7. INTELLECTUAL PROPERTY.....4

8. TERMINATION5

9. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU6

10. HOW WE MAY USE YOUR PERSONAL INFORMATION6

11. GENERAL.....7

SCHEDULES

Schedule 1 MEMBERSHIP TIERS.....9

Schedule 2 APPLICATION PROCESS.....12

Schedule 3 MEMBERSHIP FEES.....13

Our terms

1. THESE TERMS

1.1 These Terms and Conditions of Membership shall apply to members and potential members ('Members', 'you' or "your") of NSAR Limited ('NSAR', 'we' or 'us') and sets forth the terms and conditions of membership.

1.2 Please read these terms carefully before you submit your application.

1.3 Interpretation:

(a) A reference to a statute or statutory provision is a reference to it as amended or re-enacted. A reference to a statute or statutory provision includes all subordinate legislation made under that statute or statutory provision.

(b) Any words following the terms including, include, in particular, for example or any similar expression, shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

(c) References to clauses are to the clauses of these terms and conditions

(d) A reference to writing or written includes fax and email

2. INFORMATION ABOUT US AND HOW TO CONTACT US

2.1 NSAR Limited is a company registered in England and Wales. Our company registration number is 07484465 and our registered address is Acre House, 11/15 William Road, London, United Kingdom, NW1 3ER.

2.2 **How to contact us.** You can contact us by writing to us at support@nsar.freshdesk.com or by telephone on 020 3021 0575.

2.3 **How we may contact you.** If we have to contact you, we will do so by telephone or by writing to you at the email address or postal address you provided to us in your application.

3. MEMBERSHIP APPLICATION

3.1 **Application Process.** To become a member, you must follow the instructions detailed in Schedule 2.

3.2 **Membership Tiers.** Membership is split into three tiers. Details of the tier system can be found in Schedule 1.

- 3.3 **Submitting your application.** When you submit your application to NSAR, you are making an offer to subscribe to NSAR, which if accepted, will result in a legally binding contract. By submitting the application, you confirm that the information provided is complete and correct to the best of your knowledge, and you authorise NSAR to carry out further due diligence as required to confirm your identity and legitimacy.
- 3.4 **Application confirmation.** Online applications will receive a confirmation email to acknowledge that your application has been received. This is not confirmation that your application has been accepted. Applications sent by post will not receive a confirmation email.
- 3.5 **Acceptance.** NSAR membership status is conditional upon satisfactory due diligence screening as determined from time to time by NSAR. NSAR has the right to refuse or defer any application without assigning any reason. We will inform you of our decision in writing, and acceptance of your application will only take place when we contact you in writing to accept it.

4. MEMBERSHIP

- 4.1 **Our objective.** Membership of NSAR is available to businesses in and around the rail sector. Our aim is to improve the status of our members, by providing opportunities for consultancy advice, bidding support and quality assurance.
- 4.2 **Membership Benefits.**
- (a) Membership of NSAR will provide you a wide range of benefits. Further details are provided in Schedule 1.
 - (b) We reserve the right to change our benefits and external providers without prior notice, and our decision is final.
- 4.3 **External Providers**
- (a) Any external providers of a benefit included within your membership package will have absolute discretion in relation to the provision of services, and membership of NSAR does not guarantee that the external provider will accept an application from an NSAR member for the provision of services.
 - (b) Services supplied by an external provider will be subject to the provider's own terms and conditions, and we do not accept any liability for loss or damage suffered as a result of a fault, error or omission in the provision of these services.
- 4.4 **Membership Rights.** Rights of membership begin only when you have been notified that your application for membership has been accepted, and only for as long as you are an active member of NSAR.

4.5 **Member conduct.** NSAR will expect members to abide by the policies and procedures brought to their attention as updated on the website from time to time.

4.6 **Non-transferable.** Your membership is not transferable. You must not share your username and password with anyone else or allow anyone else to access your account. You are responsible for every use of the site that occurs with the use of your username and password and must use reasonable efforts to keep them confidential. You must notify us as soon as you become aware of any unauthorised use of your membership username or password.

5. **MEMBERSHIP FEES**

5.1 Membership is based on fees detailed in Schedule 3.

5.2 All fees payable are exclusive of amounts in respect of value added tax (**VAT**) chargeable from time to time. VAT is levied at the rate applicable at the time of invoicing.

5.3 Membership fees are invoiced annually and subject to 30 days calendar day payment terms.

5.4 Membership rights and access to member accounts will be suspended if the appropriate fees are not received.

5.5 Members shall bear their own costs and expenses for participation in any NSAR events, such as travel, employee compensation, and incidental expenses.

6. **USING OUR WEBSITE AND HELPLINES**

6.1 The NSAR website and helplines will usually be available from 9:00am to 5:00pm on Monday to Friday. We may, however, need to interrupt or suspend access to the site's services and content, for maintenance, technical or other reasons.

6.2 When accessing and using the site and their services and content, you must comply with any and all policies, directions, or protocols as amended by NSAR from time to time.

6.3 Content on the site may be updated, changed or removed from time to time, at our discretion. Although we make reasonable efforts to update the information on our site, we make no representations, warranties or guarantees, whether express or implied, that the content on our site is accurate, complete or up to date.

6.4 Where our website contains links to other sites and resources provided by third parties, these links are provided for your information only. Such links should not be interpreted as approval by us of those linked websites or information you may obtain from them. We have no control over the contents of those sites or resources.

- 6.5 NSAR cannot be held responsible for network failures, communication failures or other factors affecting the availability of the website and/or helplines.
- 6.6 We do not guarantee that our website will be secure or free from bugs or viruses. You are responsible for configuring your information technology, computer programmes and platform to access our site. You should use your own virus protection software.
- 6.7 You must not misuse our website by knowingly introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful. You must not attempt to gain unauthorised access to our site, the server on which our site is stored or any server, computer or database connected to our site. You must not attack our site via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities, and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our site will cease immediately.

7. INTELLECTUAL PROPERTY

- 7.1 **Website Content.** We are the owner or the licensee of all intellectual property rights in our website, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved. Your membership gives you a revocable, non-exclusive licence to use the content on the NSAR website for personal purposes. You may use, modify and manipulate files for your own personal educational purposes, but you must not otherwise exploit the files and the assets in them, or redistribute the files or assets to non-members.
- 7.2 **Website Logos.** The trademarks and logos displayed on the website are, unless otherwise stated, those of NSAR, its founders and company members. You must not use these without the approval of the relevant owner.
- 7.3 **NSAR Logo.**
- (a) During the term your membership, NSAR grants you a non-exclusive, non-assignable and non-transferable limited license to use the NSAR name and logo for use on business cards, sales collateral, marketing material and email signatures for the limited purpose of conveying notice of your membership in NSAR. You agree that the NSAR name and logo may not be otherwise used, copied, reproduced or altered in any manner.
 - (b) Nothing in these terms and conditions, or in your use of the NSAR name and logo, will give you any right whatsoever in the NSAR name and logo, or in any similar marks, beyond the right granted in these terms and conditions.

- (c) The name and logo may not be used in any way as to represent an endorsement or certification by NSAR of any product or service offered by you. Nothing in these Terms and Conditions or in your use of the name and/or logo shall confer any endorsement or approval of your products or services.
- (d) The name and/or logo are the property of NSAR and may only be used by a member of NSAR during that member's period of membership. Upon any termination, expiration, cancellation or suspension of membership or the term of these terms and conditions, you shall discontinue all use of the name and/or logo. Furthermore, NSAR has an absolute right to terminate, cancel, suspend or withdraw your license at any time.
- (e) You are expressly prohibited from utilizing the name and/or logo for any purpose not permitted in these terms and conditions, including copying the name and/or logo, other than to make a single copy of the name and/or logo in machine-readable format for back-up or archival purposes. You are permitted to make such copies for your internal use only. You may not modify the name and/or logo or create derivative works based upon the name and/or logo or any part of the name and/or logo.

8. TERMINATION

- 8.1 These terms and conditions are applicable for the term of your membership. The term of membership shall commence from the date of acceptance of your membership by NSAR and ending on termination, expiration or cancellation of your membership.
- 8.2 We may, in our discretion, immediately restrict, suspend or terminate your membership and access NSAR services if we consider you in breach of these Terms and Conditions, any other rules, or applicable law.
- 8.3 We reserve the right to refuse and remove membership at our discretion.
- 8.4 To cancel your membership, please let us know by giving 90 days doing one of the following:
 - (a) **Email.** Email us at Mark.Holmes@nsar.co.uk
 - (b) **By post.** Write to us at 26th Floor, Millbank Tower, 21-24 Millbank, London, SW1P 4QP
- 8.5 Membership fees are not refundable if a company member cancels during their membership year

9. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

9.1 **We do not exclude or limit in any way our liability to you where it would be unlawful to do so.** This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors, for fraud or fraudulent misrepresentation, or breach of the terms implied by the Supply of Goods and Services Act 1982.

9.2 **When we are liable for damage to your property.** If defective digital content which we have supplied damages a device or digital content belonging to you and this is caused by our failure to use reasonable care and skill we will either repair the damage or pay you compensation. However, we will not be liable for damage which you could have avoided by following our advice to apply an update offered to you free of charge or for damage which was caused by you failing to correctly follow installation instructions or to have in place the minimum system requirements advised by us.

9.3 Limitation of Damages

- (a) We exclude all implied conditions, warranties, representations or other terms that may apply to our site or any content on it.
- (b) We will not be liable to you for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:
 - (i) use of, or inability to use, our site; or
 - (ii) use of or reliance on any content displayed on our site.
- (c) In particular, we will not be liable for:
 - (i) loss of profits, sales, business, or revenue;
 - (ii) business interruption;
 - (iii) loss of anticipated savings;
 - (iv) loss of business opportunity, goodwill or reputation; or
 - (v) any indirect or consequential loss or damage.

9.4 **Total Liability.** Subject to 9.1, NSAR's total liability to any member shall not exceed the total value of the membership fee paid for the membership.

10. HOW WE MAY USE YOUR PERSONAL INFORMATION

- (a) Personal information that you disclose may be used by NSAR, its agents and contractors in relation to your membership, including marketing activities.
- (b) The information requested on the application form, together with any other information you have provide in support of the application, may be used to process your membership. All documents may be retained and held for any future security screening.

- (c) By submitting the application, you understand that personal data you have provided will be processed, used and retained by NSAR and our approved 3rd party providers for providing marketing materials that we feel would be of interest and relevance to you. Personal data such as health wellbeing or incident reporting will be anonymised and will not be identifiable to your individual application
- (d) We may disclose any personal information as necessary to satisfy any law, regulation or government request.
- (e) More information may be found within our privacy policy at <https://www.nsar.co.uk/privacy-policy/>

11. GENERAL

- 11.1 **Complaints.** We will respond to any complaint or query received within five working day. This may be an acknowledgement that we have received a complaint whilst further investigations are carried out. Any complaints or queries should be sent to support@nsar.freshdesk.com.
- 11.2 **Force Majeure.** NSAR shall not be in breach of these terms and conditions for delay in performing, or failure to perform, any of its obligations under the terms and conditions if such delay or failure result from events, circumstances or causes beyond its reasonable control. Circumstances beyond NSAR's reasonable control include, without limitation, failure of a utility service or transport or telecommunications network, act of God, pandemic, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or sub-contractors, provided that the member is notified of such an event and its expected duration.
- 11.3 **Changes to Membership Terms.** We may change these Membership Terms from time to time, but we will notify members before doing so. You will be given the opportunity to cancel your subscription with a pro-rata refund (based on time remaining in your subscription) if you do not want to accept the changes. If you do not opt out in this way, your continued subscription to and use of the site will be an acceptance of the updated Membership Terms.
- 11.4 **If a court finds part of this contract illegal, the rest will continue in force.** Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- 11.5 **Even if we delay in enforcing this contract, we can still enforce it later.** If we do not insist immediately that you do anything you are required to do under these terms, or if we delay

in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the membership rights and benefits, we can still require you to make the payment at a later date.

- 11.6 **Jurisdiction.** These terms of use, their subject matter and their formation (and any non-contractual disputes or claims) are governed by English law. We both agree to the exclusive jurisdiction of the courts of England and Wales.

Schedule 1 MEMBERSHIP TIERS

1. Gold Tier

- 1.1. Influencing Policy and Government
- 1.2. Strategic workforce planning
- 1.3. Apprenticeship Levy Planner
- 1.4. Strategic Workforce Planning and Levy Planner
- 1.5. Bid and Procurement Support
- 1.6. Readiness to Deliver Apprenticeship Provision

Apprenticeship Delivery Support

- 1.7. Preparing Apprentices for Gateway
- 1.8. Getting ready for end point assessment
- 1.9. Determining on-programming progress

Quality Improvement Masterclass

- 1.10. Professional discussion and vivas
- 1.11. Getting your Eng Tech evidence ready
- 1.12. Continuous assessment and assessment for learning
- 1.13. Grading
- 1.14. Observation as a quality improvement tool.

Continuous improvement in delivery of learning interventions & apprenticeships

- 1.15. Understanding the role of leadership and management within training
- 1.16. Understanding and evaluating your quality assurance process
- 1.17. Planning and delivering an effective quality curriculum
- 1.18. Implementing and evaluating an effective observation culture
- 1.19. Preparing for OFSTED

Gold Membership includes 15 days consultancy – Members can choose any combination of services

2. Silver Tier

- 2.1. Influencing Policy and Government
- 2.2. Strategic workforce planning
- 2.3. Apprenticeship Levy Planner
- 2.4. Strategic Workforce Planning and Levy Planner
- 2.5. Bid and Procurement Support
- 2.6. Readiness to Deliver Apprenticeship Provision

Apprenticeship Delivery Support

- 2.7. Preparing Apprentices for Gateway
- 2.8. Getting ready for end point assessment
- 2.9. Determining on-programming progress

Quality Improvement Masterclass

- 2.10. Professional discussion and vivas
- 2.11. Getting your Eng Tech evidence ready
- 2.12. Continuous assessment and assessment for learning
- 2.13. Grading
- 2.14. Observation as a quality improvement tool.

Continuous improvement in delivery of learning interventions & apprenticeships

- 2.15. Understanding the role of leadership and management within training
- 2.16. Understanding and evaluating your quality assurance process
- 2.17. Planning and delivering an effective quality curriculum
- 2.18. Implementing and evaluating an effective observation culture
- 2.19. Preparing for OFSTED

Silver Membership includes 7 days consultancy – Members can choose any combination of services

3. Bronze Tier

3.1. Influencing Policy and Government

Schedule 2 APPLICATION PROCESS

1. Employers can apply for a membership by contacting us on:
 - a) Telephone: 020 3021 0575
 - b) Email: marketing@nsar.co.uk

Schedule 3 MEMBERSHIP FEES

1. Gold Tier

- 1.1. £10,000 per annum
- 1.2. Recommended for large organizations
- 1.3. 15 days consultancy included - members can choose any combination of services listed in Schedule 1 (1)
- 1.4. Additional days will be charged at £600/day

2. Silver Tier

- 2.1. £5,000 per annum
- 2.2. 7 days consultancy included - members can choose any combination of services listed in Schedule 1 (2)
- 2.3. Additional days will be charged at £600/day

3. Bronze Tier

- 3.1. £550 per annum
- 3.2. Recommended for SME's

All memberships will be automatically renewed yearly unless the member decides to opt out. This should be done by contacting us on support@nsar.freshdesk.com