

1 Definitions

"NASS" means National Association of Independent Schools and Non-Maintained Special Schools. "Client" means the person, school, maintaining organisation, parent body, company or organisation who commissions membership of NASS.

2 General

No conditions are to be implied beyond those expressed. These terms and conditions apply in preference to and supersede any terms and conditions referred to, offered or relied on by the Client. NASS will not be bound by any standard or printed terms furnished by the Client in any of his documents, unless the Client specifically states in writing separately from such terms that he intends such terms to apply and NASS agrees such notification in writing.

3 Membership period

Membership is for a twelve month period from 1st April to 31st March.

4 Payment

New Members: Payment is to be made at time of membership application. Where an application is received during the twelve month membership period, the membership fee will be charged at a pro-rata fee.

Renewing Members: Payment is to be made within Thirty days of date of invoice unless otherwise stated by NASS. If the Client wishes to withdraw from NASS membership, the Client must inform the Chief Executive of NASS in writing within 30 days of date of invoice. If no such notification is received by NASS, continuous membership will be assumed. Notification received after this will incur a pro-rata charge for services the Client has already received. If any default in payment for the whole invoice is still outstanding six months into any membership period, NASS shall be entitled to:

- Cancel the Client's membership.
- Charge 50% of the outstanding invoice to the Client for services the client has already received.
- Make claims for debt recovery and interest on late payments.

5 Levels of Membership

Full Membership

All fully registered Non-Maintained Special schools and Independent schools catering wholly or mainly for children with SEN.

Group Membership

For Maintaining Organisations/Parent Bodies and all their registered Independent and/or Non-Maintained Special schools.

Associate Membership – Individuals

Individuals working in the fields of special education, residential care and disability outside of independent and non-maintained special schools.

Associate Membership – School

Independent schools catering for children with SEN and disabilities who are registered with the DCSF but have not yet received their first full Ofsted inspection.

Associate Membership – Organisations

Organisations working in the field of special education, residential care and disability.

6 Membership Criteria

Full Membership

Members must sign up to the NASS standards.

Associate Membership – Individuals

Members must sign up to the NASS standards.

Group Membership

NASS Membership for Organisations is now only available when the Maintaining Organisation/Parent Body registers ALL their schools for Group Membership.

Group Membership is only applicable if Maintaining Organisation/Parent Body registers ALL schools belonging to their group.

When ALL schools belonging to a Maintaining Organisation/Parent Body have been registered for NASS membership, the Maintaining Organisation/Parent Body will receive complimentary NASS Membership.

Maintaining Organisation/Parent Body will be invoiced for the FULL annual membership fee. Group Membership will not begin until NASS has received FULL payment. It is the responsibility of the Maintaining Organisation/Parent Body to ensure that payment is made at the point of registration and thereafter at the renewal date.

If Maintaining Organisations/Parent Bodies usually delegate payment to schools they will be responsible for reclaiming payments from their schools, once NASS has confirmed membership.

Maintaining Organisation/Parent Body to indicate on their application form which of their schools are currently registered with the DCSF and the date of the Schools most recent inspection (where applicable).

For those schools who are registered but have yet to have their first inspection, membership benefits will mirror those of associate members until such time that NASS is informed that the school has undergone inspection.

Maintaining Organisation/Parent Body will be responsible for ensuring that the schools they put forward for membership are signed up to NASS standards.

At date of joining all schools within the Maintaining Organisation/Parent Body registered for NASS membership will complete the full membership form and submit the completed form to NASS, with a copy of their prospectus and, if applicable, a copy of their most recent Inspection report(s). ***Without this information schools will be unable to access the member's area of the NASS website.***

On annual renewal date, only the Essential School Information section to be submitted by each school, unless an inspection has taken place during the past twelve months. Where a Care Inspection has taken place, the Care Report should be sent with the completed form. Where an Education Inspection has taken place, the school should inform NASS of the date the inspection took place and NASS will access the report electronically.

If a Maintaining Organisation/Parent Body does not wish to participate in Group Membership, the Maintaining Organisation/Parent Body will not be eligible for NASS Membership unless all schools belonging to the Maintaining Organisation/Parent Body independently become NASS members.

Where a Maintaining Organisation/Parent Body is not a NASS member, schools belonging to the Maintaining Organisation/Parent Body are still eligible to apply for NASS Membership

Associate Membership – School

Schools are expected to move to Full Membership status within one year of their full Ofsted inspection. Members must sign up to the NASS standards.

Associate Membership – Organisations

Members must sign up to the NASS standards.

7 Events

Payment for all events to be made in advance of the start date.

8 Law of Contract

The Contract shall be governed and construed in accordance with the Laws of England.