



TERMS AND CONDITIONS FOR INSTITUTIONAL MEMBERSHIP

This document defines the Terms and Conditions of Institutional Membership of UKAT. Please read these terms and conditions carefully before subscribing. By taking out a membership subscription, you indicate that you accept these terms and that you agree to abide by them.

1. DEFINITIONS

- we/us/our and UKAT refers to UK Advising and Tutoring, c/o York St John University, Lord Mayor's Walk, York, YO31 7EX.
- you/your/Member refers to the organisation that benefits from the Membership, and its employees.
- Academic Year means the period from 1 September until 31 August of the subsequent calendar year
- Member means any individual or corporate body which subscribes to any category of UKAT annual Membership subscription.
- Membership means the membership package offered by UKAT and accepted by the Member which entitles the Member and Users to use and access the Membership Benefits
- Membership Fee means the fee payable by the Member to UKAT for the Membership
- Membership Benefits means the services provided by UKAT to the Member as part of the relevant Membership subscription
- Institutional Lead means the Member's Named Representative who acts as the primary contact with UKAT
- Named Representatives means the Member's named institutional contact(s). The number of Named Representatives is defined by the Membership purchased.
- Users means those employees of the Member, other than the Named Representatives, who are authorised by UKAT and the Member to access the Membership Benefits
- Materials means all materials produced by or on behalf of UKAT, including teaching and learning resources, guidance documents, publications, presentations, webinars and video recordings.

2. ABOUT UKAT

2.1 UK Advising and Tutoring (UKAT) a charity registered in England and Wales with charity registration number 1185020 whose registered office is c/o Porters Lodge, York St John University, Lord Mayor's Walk, YORK, YO31 7EX

3. ELIGIBILITY FOR INSTITUTIONAL MEMBERSHIP

3.1. UKAT institutional membership is available to any recognised provider of higher education.



- 3.2. Membership requires an annual subscription which provides membership for the duration of the Academic Year. Membership will automatically renew unless the subscription is cancelled by at least 90 days written notice (by email to membership@ukat.uk)
- 3.3. Each Member will be entitled to one vote in the UKAT Annual General Meeting, and other elections for the appointment of Trustees and Officers of UKAT.

4. MEMBERSHIP FEES

- 4.1. The Member shall pay the Membership Fee to UKAT in accordance with this clause 4.
- 4.2. The annual Membership Fee charged for Institutional Membership subscription is displayed on the UKAT website (<https://www.ukat.uk/join/institutional-membership/>). UKAT reserves the right to change the Membership Fee. You will be notified of revised Membership Fees for the following academic year at least 90 days before your subscription is due for renewal.
- 4.3. All Membership Fees displayed on the website are listed exclusive of VAT and any applicable taxes.
- 4.4. The Member shall pay to UKAT the Membership Fee in pound sterling within 30 days' of the date of any invoice submitted by UKAT to the Member.
- 4.5. All Membership Fees due under these Terms and Conditions must be made in full without any deduction or withholding except as required by law.
- 4.6. Without prejudice to any other right or remedy that it may have, if you do not pay UKAT within the timescale set out in clause 4.3 above, we may:
 - a. charge you interest at the rate of 4% per annum above the base lending rate of the Bank of England from time to time on the amount outstanding until payment is received in full.; and
 - b. immediately withdraw/suspend all Membership Benefits until full payment has been received from the Member.
- 4.7. UKAT shall provide Membership Benefits to the Member only upon receipt of the Membership Fee.

5. INSTITUTIONAL MEMBERSHIP BENEFITS

Institutional membership confers the following benefits:

- a. Nomination of one Institutional Lead, who has voting rights in the UKAT AGM on behalf of the Member
- b. Nine additional Named Representatives who receive all UKAT communications, access to the Member Area of the UKAT website, and access to all UKAT member-only events and activities
- c. Free delegate place at the UKAT Annual Conference for one Named Representative, normally the Institutional Lead
- d. 15% discount on the standard delegate fee for the UKAT Annual Conference for any employees of the Member



UKAT

- e. Access for all Users to member-only resources and the UKAT OneHE network (<https://globalnetwork.onehe.org/topics/10271>)



- f. Bimonthly newsletters circulated to all Named Representatives
- g. Professional recognition against the UKAT Professional Framework for Advising and Tutoring for employees of the Member acting as academic advisors or personal tutors. An additional fee applies for each employee who applies for recognition; the fee charged is 50% of the fee charged to applicants who are not Members of UKAT. Further details can be found in the UKAT Terms and Conditions of Professional Recognition
- h. Discounted access to consultancy and onsite training delivered by recognised UKAT trainers and/or NACADA consultants
- i. Through our association with Retinent, Members are also entitled to a 25% discount on the cost of delivering all Retinent Resilience+ (<https://www.retinent.org/resilience-plus>). UKAT and Retinent reserve the right to alter or withdraw this benefit at any time.

We reserve the right to vary these Membership Benefits from time to time.

6. OUR RESPONSIBILITIES

- 6.1. UKAT reserves the right to vary these Terms and Conditions. We will notify you promptly in writing of any variation to the Terms and Conditions of Institutional Membership.
- 6.2. UKAT will notify you promptly of any variation in Membership Fees or Membership Benefits.

7. YOUR OBLIGATIONS

- 7.1. The Member must nominate an Institutional Lead and Named Representatives.
- 7.2. The Member must notify UKAT promptly of any changes to the Institutional Lead or Named Representatives.
- 7.3. Any issues relating to your Membership subscription should be raised with UKAT (to membership@ukat.uk) through your Institutional Lead.

8. USE OF ONLINE SYSTEMS

- 8.1. Named Representatives shall have access to the Members' Area of the UKAT website and other online systems provided by UKAT and third-parties (e.g. OneHE).
- 8.2. Users may have access to other online systems provided by UKAT and third-parties' (e.g. OneHE).
- 8.3. Access to and use of third-party online systems shall be in accordance with the Terms and Conditions of Use defined by those parties.
- 8.4. UKAT accepts no responsibility for the content or experience provided by third-party online systems.
- 8.5. Access to the UKAT website and other online systems is permitted on a temporary basis, and we reserve the right to withdraw or amend the services we provide without notice (see below).



8.6. We will not be liable if for any reason our online systems are unavailable at any time or for any period. From time to time, we may restrict access to some or all of our online systems to Named Representatives and Users who have registered with us.

8.7. If you choose, or you are provided with, a username, password or any other piece of Information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any third party. We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our opinion you have failed to comply with any of the provisions of these terms and conditions.

8.8. We aim to update our online systems regularly and may change the content at any time. If the need arises, we may suspend access to our systems, or close them indefinitely. Any of the material on our systems may be out of date at any given time, and we are under no obligation to update such material.

8.9. When using our online systems, you must comply with the provisions of our acceptable use policy as described in clause 9.

9. ACCEPTABLE USE POLICY FOR UKAT ONLINE SYSTEMS

9.1. You may use our online systems only for lawful purposes. You may not use our online systems:

- a. In any way which breaches any applicable local, national or international law or regulation
- b. In any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect
- c. for the purpose of harming or attempting to harm minors in any way
- d. for commercial purposes
- e. to transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation
- f. to knowingly transmit any data, send or upload any material that contains viruses, trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware.

9.2. You also agree

- a. not to reproduce, duplicate, copy or re-sell any part of our online content in contravention of the provisions of our terms of use;
- b. not to access without authority, interfere with, damage or disrupt any part of our site, any equipment or network on which our systems are hosted, any software used in the provision of our systems, or any equipment or network or software owned or used by any third party.

9.3. We will determine, in our discretion, whether there has been a breach of this acceptable use policy through your use of our systems. When a breach of this policy has occurred, we may take such action as we deem appropriate.



9.4. Failure to comply with this acceptable use policy constitutes a material breach of the terms of use upon which you are permitted to use our online systems and may result in our taking all or any of the following actions.

- a. immediate, temporary or permanent withdrawal of your right to use our online systems
- b. immediate, temporary or permanent removal of any posting or material uploaded by you to our online systems;
- c. issue of a warning to you;
- d. legal proceedings against you for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach;
- e. further legal action against you;
- f. disclosure of such information to law enforcement authorities as we reasonably feel is necessary.

9.5. We exclude liability for actions taken in response to breaches of this acceptable use policy. The responses described in this policy are not limited, and we may take any other action we reasonably deem appropriate.

10. DATA PROTECTION

10.1. UKAT will process personal data for the purpose of (and to the extent reasonably required for) supplying the Membership Benefits. Such processing will be in accordance with the Data Protection Act 2018 and the General Data Protection Regulation (GDPR) and UKAT's privacy policy. UKAT's privacy policy can be found at <https://www.ukat.uk/about-us/privacy-policy>.

10.2. We shall not retain any personal data longer than necessary.

10.3. We shall implement and maintain such technical and organisational security measures as are required to protect personal data that we process.

10.4. For any enquiries or complaints regarding data privacy, you can contact the UKAT technology coordinator by email at privacy@ukat.uk

11. INTELLECTUAL PROPERTY RIGHTS

11.1. Materials published by UKAT is generally copyright UKAT unless otherwise specified.

11.2. The intellectual property rights in any Materials is owned by UKAT or its licensors. UKAT grants to the Member during the Membership Term a non-exclusive, revocable, non-transferable, non-assignable, royalty-free licence to use the Materials solely for the purpose of receiving and using the Membership Benefit subject to the terms below:

- a. You may use the Material for its own academic teaching and academic research purposes only. Members may not distribute, publish or make available the Material to the public, whether for commercial advantage or otherwise, in any media or format



- b. You may not make adaptations of the Materials (including any translation, adaptation, derivative work or other alteration derived from the original Materials) without the prior written consent of UKAT.
- c. You shall not use the Materials in any manner that infringes UKAT's or its suppliers' intellectual property rights in them.
- d. You shall not use UKAT's trade marks or logos except where expressly provided in writing.

11.3. All rights that are not expressly granted by UKAT are reserved by UKAT.

11.4. The provisions of this clause 11 shall survive the termination or expiry of the Membership subscription.

12. OUR LIABILITY

UKAT provides no warranties, guarantees or assurances other than those set out in these terms and conditions and excludes liability to the fullest extent permissible by law.

13. CIRCUMSTANCES BEYOND OUR CONTROL

We will use all reasonable endeavours to comply with our obligations under these terms and conditions but will not be liable to you for any failure or delay due to any cause outside our reasonable control, including government actions, war (whether declared or not), civil disturbance, terrorist attack or threat of terrorist attack, fire, natural disaster, extreme weather conditions, labour disputes, including disputes involving someone else's employees, and significant changes to our funding.

14. VARIATIONS

14.1. We reserve the right to vary these Terms and Conditions.

14.2. We will notify you promptly in writing of any variation to Terms and Conditions of Institutional Membership

15. JURISDICTION AND APPLICABLE LAW

This Agreement shall be governed by and interpreted according to the law of England and Wales and all disputes arising under the Agreement (including non-contractual disputes or claims) shall be subject to the exclusive jurisdiction of the English and Welsh courts.

16. YOUR CONCERNS

If you have any concerns about your Membership, please contact us by emailing help@ukat.uk