

Membership Terms for becoming a member of the National Association of Therapeutic Parents

(NATP Ltd is a not for profit company t/a The National Association of Therapeutic Parents)

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TERMS OF MEMBERSHIP

1 THESE TERMS

- 1.1 These are the terms and conditions on which we offer membership packages from time to time. Membership includes access to our products for your use as a member, whether these are, for example, goods such as template written materials or services such as access to blogs.
- 1.2 Please read these terms and conditions (which includes the Schedule) carefully before you apply and pay for membership. These terms tell you who we are, what products are available with each type of membership package, how you and we may change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these terms please contact us to discuss.
- 1.3 Your membership will be a legal contract with us and is referred to in these terms and conditions variously as "contract", "membership contract" or "membership"

2 INFORMATION ABOUT US AND HOW TO CONTACT US

- 2.1 **Who are we?** We are NATP limited a company registered in England and Wales. Our company registration number is 10705603 and our registered office is at B3 the Priory Long St, Dursley, Gloucestershire GL11 4HR. Our trading name is the "**National Association of Therapeutic Parents**".
- 2.2 **How to contact us.** You can contact us by telephoning our members service team at 01453 519000 or by writing to us at NATP, The Priory, Long Street, Dursley, Gloucestershire. GL11 4HR enquiries@naotp.org.uk.
- 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 membership application.
- 2.4 **"Website"** our website at www.naotp.org.uk
- 2.5 **"Writing"** includes emails. When we use the words "writing" or "written" in these terms, this includes emails.

3 OUR MEMBERSHIP CONTRACT WITH YOU

- 3.1 The submission of a correctly completed membership application form (as displayed on the Website) and payment of the correct membership fee together with your click confirmation selection on the Website will create a contract between you and us.
- 3.2 We will assign a unique membership number to you when you become a member. It will help us if you can tell us your membership number whenever you contact us about your membership.

3.3 Our membership is only open to adults (aged 18 or older). Our Website is solely for the promotion of our services and advice as they apply in the UK. Non-UK residents are welcome but membership benefits are restricted to accessing on line products only.

4 MEMBERSHIP BENEFITS AND SERVICES

4.1 The two levels (or types) of membership are: A "Full Member" (including "Joint Membership" see the Schedule) and an "Associate Member". Details of the benefits for each type of membership are set out in the attached Schedule together with the annual subscription price.

4.2 We may make changes from time to time to the Schedule and Website list of benefits. If we do we will do so in accordance with the process set out in clause 6.

4.3 You may apply to change your membership to joint membership by completing the application form on the Website and paying the fee that applies.

5 APPLICATION AND TERM OF MEMBERSHIP

5.1 You can only apply by completing the application form on the Website and uploading it.

5.2 Your membership will commence on the date we receive your membership payment in accordance with clause 3.1. Membership will end at midnight of the day before the anniversary of your membership starting unless it comes to an end earlier in accordance with these terms and conditions.

5.3 These terms and conditions will apply to any new membership applications and renewals.

5.4 Upon the expiry of your membership contract (not early termination) you may renew your membership. You will be permitted complimentary access to the Products (on these terms and conditions) for a period of fourteen days after your membership expires. After this period if you have not renewed your membership access to the Products will end.

6 OUR RIGHTS TO MAKE CHANGES

6.1 Minor changes to the benefits. We may change the benefits of membership:

(a) to reflect changes in relevant laws and regulatory requirements and

(b) to implement minor technical adjustments and improvements.

6.2 More significant changes to the benefits and these terms will only be made whilst you are a member with your consent.

7 OWNERSHIP OF INTELLECTUAL PROPERTY RIGHTS

7.1 Membership will entitle you to access to certain written materials including handouts, charts and articles. Ownership of the intellectual property in these materials (including rights to use and reproduce these materials) is owned by us. You are allowed to use such materials for membership purposes only as specified on the Website from time to time. Any use beyond normal use for membership purposes is prohibited without our written consent.

8 YOUR RIGHTS TO END YOUR MEMBERSHIP CONTRACT

8.1 You can always end your membership with us. Your rights when you end the contract will depend on how we are performing and when you decide to end the contract:

- (a) If you want to end the contract because of something we have done or have told you we are going to do see Clause 8.2;
- (b) If you have just changed your mind about membership, see Clause 8.3. In all other cases (if we are not at fault and there is no right to change your mind), see clause 8.5.

8.2 Ending the membership contract because of something we have done, failed to do or are going to do. If you are ending your membership because of our failure to perform our obligations under the contract then the contract will end immediately and we will refund you in full your membership fee you may also be entitled to compensation. The reasons are:

8.3 **Exercising your right to change your mind (Consumer Contracts Regulations 2013).** For most products bought online you have a legal right to change your mind within 14 days and receive a refund. We confirm this applies to your membership contract provided you have not accessed or downloaded any written materials.

8.4 **How long do I have to change my mind?** Provided you have not accessed or downloaded any written materials you have 14 days after the day on which the contract between us is formed in accordance with Clause 3.1 ("**Cooling-off Period**"). If you cancel during the Cooling-Off Period but you accessed or downloaded written materials during the Cooling-Off Period then a refund of your subscription will be made less a fee of £15 for administration costs.

8.5 **Ending the contract where we are not at fault and there is no right to change your mind.** Even if we are not at fault and you do not have a right to change your mind (see Clause 8.1), you can still end your membership contract before it expires. The contract will not end until 7 days after the day on which you contact us. No refund of your membership fee will be payable in these circumstances

9 HOW TO END THE CONTRACT WITH US (INCLUDING IF YOU HAVE CHANGED YOUR MIND)

9.1 To end your membership contract with us, please let us know by doing one of the following:

- (a) Phone or email. Call membership services on 01453 519000 number
- (b) Or email us at Membership@naotp.org.uk
- (c) Or write to us at B3 The Priory, Long Street, Dursley, Gloucestershire. GL11 4HRDDRESS. Please provide your name, home address, details of the order and, where available, your phone number and email address.

including details of what type of membership you bought, your membership number and your name and address.

9.2 **How we will refund you.** We will refund you the cost of membership if you change your mind within the Cooling-Off Period (set out in clause 8.4) by the method you used for payment. However, we may make deductions from the refund, as described below.

9.3 **When your refund will be made.** We will make any refund due to you as soon as possible. If you are exercising your right to change your mind during the Cooling-Off Period then your refund will be made within 14 days of your telling us you have changed your mind.

10 OUR RIGHTS TO END THE CONTRACT

10.1 We may bring your membership contract to an end if you breach its terms. . We may end the contract at any time by writing to you if:

- (a) you infringe our intellectual property rights;
- (b) bring our reputation into disrepute by your behaviour;
- (c) you act in fraudulent or dishonest way;
- (d) you breach confidentiality of a members' group support meeting; or
- (e) you contravene the Website terms and conditions.

10.2 **You must compensate us if you break the contract.** If we end the contract in the situations set out in Clause 10.1 we may charge you reasonable compensation for the net losses or costs we will incur as a result of your breaking the contract.

11 COMPLAINTS ABOUT MEMBERSHIP

11.1 **How to tell us about problems.** If you have any questions or complaints about the membership benefits or their provision please contact us. You can telephone our customer service team at 01453519000 or write to us at NATP, The Priory, Long Street, Dursley, Gloucestershire. GL11 4HR enquiries@naotp.org.uk

12 FEES AND PAYMENT

12.1 **Where to find membership fees.** The membership fees (which exclude VAT) are indicated on the Website.

12.2 **We will pass on changes in the rate of VAT.** If the rate of VAT changes between your order date and the date of we will adjust the rate of VAT that you pay, unless you have already paid for the product in full before the change in the rate of VAT takes effect.

12.3 **What happens if we got the price wrong?** It is always possible that, despite our best efforts we may charge you the incorrect fee. We will normally check the fee before accepting your application so that, where the membership category's correct price is less than our stated price at your order date, we will charge the lower amount. If the membership category's correct price at your order date is higher than the price stated to you, we will contact you for your instructions before we accept your order.

12.4 **When you must pay and how you must pay.** We accept payment with certain credit and debit cards listed on the Website. We also accept PayPal and bank transfers (e-mail us at enquiries@naoto.org.uk for bank transfers).

13 OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

13.1 **We are responsible to you for foreseeable loss and damage caused by us.** If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us before becoming a member.

13.2 **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; for breach of your legal rights in relation to the and for defective products under the Consumer Protection Act 1987

13.3 **We are not liable for business losses.** We only supply the products for domestic and private use. . We will have no liability to you or any other use for any loss of profit, loss of business, business interruption, or loss of business opportunity.

14 HOW WE MAY USE YOUR PERSONAL INFORMATION

14.1 **How we will use your personal information.** We will use the personal information you provide to us:

- (a) to supply the membership benefits to you;
- (b) to process your payment of membership fees ; and
- (c) if you agreed to this during the order process, to give you information about our services and other membership benefits that we provide, but you may stop receiving this at any time by contacting us.

14.2 We will only give your personal information to third parties where the law either requires or allows us to do so.

15 OTHER IMPORTANT TERMS

15.1 We may transfer this agreement to someone else. We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.

15.2 Your membership is personal to you and may not be transferred. You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing. Nobody else has any rights under this contract (This contract is between you and us. No other person shall have any rights to enforce any of its terms. 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.

- 15.3 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.
- 15.4 Which laws apply to this contract and where you may bring legal proceedings? These terms are governed by the Laws of England and Wales and you can bring legal proceedings in respect of its terms in the Courts of England and Wales. If you live in Scotland you can bring legal proceedings in respect of its terms in either the Scottish Courts or the Courts of England and Wales. If you live in Northern Ireland you can bring legal proceedings in respect of the terms in either the Northern Irish or the English and Welsh courts.

Schedule - Membership Details

MEMBERSHIP CATEGORIES FEES AND BENEFITS

Please note – Non UK residents will only have the benefit of accessing our on line products

Categories of membership

1. Full Member - £38 Parent who is either practising, or would like to practice Therapeutic Parenting access to all resources and member benefits with full voting rights on issues proposed by the management committee, IE training subjects, research areas etc. (Joint membership for two carers in same household £60)
2. Associate Member -£55 supporting professional, social worker, therapist, teacher etc. access to all resources and member benefits excluding professional support/ advocacy, access to 'Listening Circle' and voting rights

Benefits

These are displayed on the website and may change from time to time.

Website Terms for using the National Association of Therapeutic Parents Website

The National Association of Therapeutic Parenting (NATP Ltd) Website Terms and Conditions. The terms and conditions may be read in conjunction with the NATP Constitution outlining terms of membership and compliance.

1 Contribution to Star rating systems and recommendations-

- a) NATP is developing a recommendation system relating to services such as Fostering and Adoption services, Independent Fostering Agencies, Local Authority Services, Therapists and schools.
- b) The purpose of the rating system is to allow parents to share recommendations relating to good practice around therapeutic parenting and to alert other parents where there is a shortfall.
- c) It is important that any negative comment is objective and evidence based.
- d) Recommendations and reviews are the opinions of the individual poster and NATP does not accept any liability for the contents there in. NATP reserve the right to delete comments which are not founded in direct experience but contain more subjective views.

2 Forum users must ensure that they comply with the forum rules.

- a) It is your responsibility to make sure you are up to date with the forum rules.
- b) Failure to respect these rules may result in a formal warning from our moderating team. If you receive three such warnings you will be banned from using our forums. Severe breaches may result in an instant ban. In such cases users will not be entitled to full or part refund of subscription fees.
- c) All forums are moderated. Private messages are not moderated but remain subject to the same rules.
- d) NATP members should note that breaching the forum rules could lead to the locking of your membership account in extreme circumstances.
- e) Our moderators' interpretation of the rules is final. If they consider that you have breached the rules they will usually contact you by email or by Private Message via the forums and/or email and explain why they have taken action. Find out more about how the forums are moderated ([read more](#)).

3 Posts must not contain any information that would allow any other person to identify any child.

- a. The children discussed in the forums have a legal and ethical right to respect and privacy. Therefore whilst we encourage honest and frank conversations please maintain children's anonymity.
- b. Children must not appear in your profile picture or screen name. NATP may remove profiles and/or photographs if this rule is breached.

- 4 When using the forums you are expected at all times to be polite and respectful towards all forum users including the Forum Moderators.**
- a. We encourage respectfully challenging discussions and an opportunity to vent frustrations. However please do not indulge in personal criticism of other users or non-users, bullying, aggressive, discriminatory or nuisance behaviour. Impolite or inappropriate postings made towards other users will be removed without notification.
 - b. Please remember our forums are used by people from a range of personal and cultural backgrounds. Therefore it is important to take into account cultural differences and language. English may not be the first language of other forum users.
 - c. Humour is often difficult to use in forums. A lack of context can easily lead to misunderstandings or offence “smilies” and avatars can help to convey tone. In some (hopefully rare) cases, its use may be considered inappropriate by the Moderators.
- 5 Feel free to begin or contribute to debates in an active and honest way. However please ensure that your posts are relevant to the focus of the particular topic area.**
- a. The forums are for discussion and debate of issues relevant to therapeutic parenting, childhood trauma and the resulting behaviours. If your topic or posting deviates from these topics, or strays significantly from the original post, it may be moved to an appropriate forum, locked or hidden at the Forum Moderators’ discretion.
 - b. If you are not sure whether your message is appropriate, please contact us via admin@naotp.org.uk.
 - c. Please select the correct forum when posting.
- 6 You must not post any message that could be considered unwanted, unprofessional, defamatory, obscene, offensive, deliberately provocative, inflammatory, or unlawful.**
- a. You must not use the forums to pursue or promote a grievance against any individual or organisation. This is not to stifle debate but to prevent unwarranted attacks on others.
 - b. If you believe that content placed on our forums breaches this rule, you must tell contact us via admin@naotp.org.uk as soon as possible.
- 7 Be “troll” aware**
- a. A post (or posts) in a thread that is solely intended to incite controversy or conflict or cause annoyance or offence is considered "trolling" and a user who posts only to incite conflict or reaction is known as a "troll". Some people find it amusing to see if they can upset others on the internet, or create/perpetuate

conflict. Such posts and the responses they generate tend to undermine the friendly atmosphere of a forum.

- b. Users should be mindful of not “feeding” trolls by reacting impulsively to obvious attempts to cause conflict.
- c. If you think that someone is “trolling” please PM a Moderator or email admin@naotp.org.uk detailing your concerns, highlighting the specific posts that you are concerned about.

8 Your posting must be your own comments; be factual, truthful and where an opinion is given, it must be clearly acknowledged as such.

- a. You must not appear to deliberately misquote another person or make misleading statements.
- b. You must not register to use the forums as another person or pose as another person when posting.

9 You must not post complaints on the forums.

- a. You must not post a complaint about identifiable users, NATP moderators or moderating action.
- b. If you are concerned about a moderating decision, posts or communications from a moderator, the forum rules or another user’s behaviour /profile/post/private message, please use the Report Message link available beneath every post. Alternatively you can email admin@naotp.org.uk.
- c. All concerns are considered by the moderating team. We’ll get back to you in five working days.

10 Your posts must not contain commercial promotion or advertising of jobs, goods or services.

- a. This rule includes the promotion of personal causes and campaigns that are not relevant to therapeutic parenting. Please use the book area for recommendations, and also see the separate recommendation area for comments regarding therapists, schools, etc.,.
- b. It is acceptable for forum users to give brief details of a supplier or service in response to specific requests on the forum. There is no limitation on information provided via the private messaging facility and this may be used without restriction.

11 Discussion of potential or actual legal proceedings is prohibited on the public discussion forums.

- a. Public inquiries may be discussed on the Members’ Forum.

12 Forum users are allowed one forum account only.

- a. If you attempt to use multiple accounts, we may remove your access to our forums without notice and without entitlement to refund.
- b. If NATP believe that the information you've provided to register with is incorrect, your account may be suspended or removed without entitlement to refund.

13 Your registered screen name(membership name) and avatars must not contain website or email address details, the name or identifiable abbreviation of an organisation or company, contact or location information, expletives, obscenities, religious statements or other potentially contentious terminology.

- a. If your screen name does not follow this rule, or is otherwise objectionable, the Web team will contact you and change your screen name as needed.
- b. Before you upload an image to use as your avatar, you will need to check that the image does not breach copyright laws. You remain solely liable for any material, including avatars that you publish, display or transmit on the NATP website. (Read more about liability).

14 Children are not allowed to use our forums.

- a. The forum is for the express use of therapeutic parents and supporting professionals only.

15 Your posts must not be deemed as spam, or contain references to surveys, contests or chain letters.

- a. All spam postings will be removed from our forums. If your posts are deemed to be spam your access to our forums will be removed without notice.

16 Postings must not infringe copyright law.

- a. The forums must not be used to post, exchange or download material protected by copyright law.
- b. You must fully reference any extracts from copyrighted material.
- c. If you breach copyright laws your post will be removed.
- d. You may be held liable for the content you post. Be aware of content on the World Wide Web that might be subject to copyright. For more information on copyright law, please visit the UK Intellectual Property Office website. The forums must not be used to post, exchange or download material protected by copyright law. Postings must not infringe copyright law.
- e. The forums must not be used to post, exchange or download material protected by copyright law. Postings must not infringe copyright law.
- f.

17 Your NATP membership

- a. We will remind you about your renewal payment you at least 7 days before your membership is due to expire.
- b. If you wish to cancel your membership please email us at least 7 days prior to the renewal date and we will ensure that no further payments are taken.

18 Annual subscriptions are non-refundable

- a. This is in the case of you changing your mind about membership of NATP and
- b. If your membership is cancelled due to breaches of the terms and conditions.
- c. Please see our full constitution for details of circumstances in which membership fees are refundable.

19 How we use your information

- a. We will never pass any of the information you give us to third parties.
- b. We will use your contact details to keep you informed of NATP related information.
- c. If you do not want to receive any information about NATP then email on admin@naotp.org.uk

How NATP is moderated.

Our site (including forums) are moderated by a team of Moderators. Their key task is to make sure our rules are followed by everyone who uses the forums. Their work is usually completed confidentially through private mail with the relevant forum users.

If the moderators consider that your message has broken our rules, they will remove it. Where possible, we will let you know that your message is unacceptable and why. If you have been formally warned in this way more than twice, on the third occasion, your access to the forums will be removed without entitlement to part or full refund

The moderating team's interpretation of the forum rules is final. If you are unhappy with their decision please contact us via admin@NATP.co.uk. You must not make any comment on the forum.

Complaints & reporting procedure.

We are committed to providing a high quality, accessible and responsive service to our members and the public. However, if you believe that things have gone wrong, please send your complaints or comments via Enquiries@naotp.org.uk. We will try to respond to any complaint within five working days.

If our response is not to your satisfaction, you may ask that it is referred for external moderation by professionals with an understanding of the nature of NATP's work. The decision made at this stage is final.

You must not post complaints on the discussion forums.

Forum disclaimer.

Postings made by forum users are personal opinions and not those of the National Association of Therapeutic Parents. NATP is not responsible for the content or accuracy of any of the information contained in forum postings. Please carefully consider any advice you receive.

All postings made on the NATP discussion forums, including private messages, are the property of NATP. Please refer to our terms of use for more information. We reserve the right to remove entirely at our discretion any contribution you post.

Your email address is not visible to other forum users. To contact another user outside of the forums you should use our private messaging service. If you disclose your email address in a forum posting or private message you do so at your own risk. We do not accept any responsibility if something goes wrong as a result of publicising personal details on forum.

NATP staff members are able to view your email address. We will not publish or provide your email address to anyone unless they have a legal right to request such information. If we need to contact you about the discussion forums for administration or response to a complaint purposes we will use the Private Message system and/or the email address that you used to register with NATP.

NATP staff members are able to see your Internet Protocol (IP) address when you post a message on our forums. This is the address used to connect your computer to the Internet. This information is for use by NATP only and is only used to prevent misuse of the discussion forums. We will not disclose your IP address to anyone unless they have a legal right to request it.

Liability.

You remain solely liable for any material you publish, display or transmit on the NATP website. You agree to indemnify (cover the costs of) NATP and its officers and employees against any claim, liability, cost, damage, other expenses or loss we may incur (including without limitation legal fees) as a result of any material you publish, display or transmit on the NATP website or any violation by you of your obligations under these forum and blog rules. NATP expressly excludes liability for any loss or damage resulting from the use of the website by any person in contravention of these forum and blog rules. We reserve the right, at our sole discretion, to remove, or to disable access to, any material which we think is potentially defamatory of any person, unlawful or in violation of the any third party rights or any other part of these rules.

