

Terms and Conditions for Members

The EA reserves the right to make changes to these Terms and Conditions when necessary. You will be consulted and notified if there are any significant amendments which alter the nature of the agreement. These Terms and Conditions do not affect your statutory rights.

Payments

P1. Payment Types	We currently accept the following methods of payment: Direct Debit, or Debit/Credit Card. We may be able to offer an alternative method of payment (BACS or cheque) if required - please enquire on finance@englishassociation.ac.uk . The EA reserves the right to withdraw any method of payment at any time
P2. Standing Orders	Members are welcome to set up Standing Orders to pay for membership fees but are reminded to check each year to see if the fees have changed. A Direct Debit payment will automatically do this for you.
P3. Extra Charges	Due to the higher associated costs of processing cheque payments the EA may charge an admin fee to reflect the extras costs incurred by us. In the event of extra charges being applied you will be informed in advance.
P4. Non-Sterling Payments	The EA currently accepts payments in GBP only.
P5. Payment Partners	The EA use the following partners to process payments: GoCardless (Direct Debits), and Stripe (Debit/Credit Cards).
P6. Payment Schedule	Payment should be made within 10 working days. If no communication has been received after 30 calendar days the transaction will be cancelled. Direct Debit payments are usually taken around 5 working days after the mandate has been confirmed with the bank; Direct Debit payments for renewals will be taken between 5 and 10 working days after the start of the membership.
P7. Invoices	The EA will provide an invoice upon request. Please contact us on membership@englishassociation.ac.uk to request an invoice if required. This will be sent within 5 working days of the EA receiving all information required to create the invoice. Members with a self-service app account can request an invoice to be generated automatically.
P8. Incorrect Payments	i) Underpayments will result in a membership remaining inactive until full payment is received - this may result in a delay to the receipt of publications or other benefits until the outstanding payment is received. The EA reserves the right to charge an admin fee to cover the extra costs of resolving an underpayment. This is in addition to any other fees incurred as set out in section P3. ii) In the event of an overpayment or duplicated payment, the EA will make every effort to contact the member/lead member to offer a refund using the original method of payment or hold as a credit towards the following year's membership fees as preferred by the member/lead member. The EA will not be liable for any fees that may

	be incurred by the member/lead member from receiving any refunded monies.
P9. New Prices	The EA will make the next year's membership fees available at least 2 months in advance of the start of the next calendar year (January 1 st).

Delivery

D1. Delivery of Hard Copy Publications	Hard copy publications are sent to members who have added a print add-on to their membership plan. Hard copy publications are sent directly by partner publishers and distributors via an appropriate carrier. Please allow up to 10 working days for receipt within the UK, 20 working days within Europe, and 30 working days for the rest of the world. To facilitate delivery, the EA may request a named contact and phone number for the receiver; failure to provide this information may result in the delivery being refused by the carrier. The EA will not accept any responsibility or liability for this.
D2. Correct Information	It is the responsibility of the member/lead member to ensure that all account information is full and correct; all information held can be reviewed by logging into the self-service app. The EA is not liable for any publications going undelivered due to incorrect or incomplete information. Replacements will be sent at the discretion of the EA.
D3. Missing or Damaged Hard Copy Publications	Subject to observing the timescales as set out in section D1 and observance of section D2 above, the EA will facilitate the provision of replacement copies in the event of non-receipt or damage in transit. Requests for replacement copies should be sent to membership@englishassociation.ac.uk and include the full name of the member/lead member, EA membership number, mailing address and details of the publication(s) requiring replacing including title and volume/ issue number. The EA will require proof of damage in order to send out a replacement. Should the original copy subsequently reach the member/lead member after the replacement has been dispatched, the member/lead member will inform the EA and, if requested by the EA, return the extra copy.
D4. Returned Publications	Any publications that are returned to the EA as undelivered will be investigated where practical and the EA will endeavour to contact the member/lead member. If it is not possible to make contact a hold on despatch of publications will be implemented until contact is made.
D4. Adding Hard Copy Publications to your Plan	All individual and institutional membership plans grant access to our online library of publications. If you wish to also receive a hard copy of one or more of our publications, you can add this to your plan via the self-service app (extra charges apply). Any print

	addons will run concurrently with your membership plan until it is cancelled by you.
D5. Digital Delivery	Access to online publications/resources is granted on the condition that (a) the publications/resources are not shared with anyone other than the person logged in and (b) the account is registered with a personal email address (general email addresses, e.g. 'headteacher@school.org' will not be accepted for an individual membership).

Membership

M1. Membership Year	The EA offers annual memberships. The date that the EA membership is activated (usually once payment has been received and processed by the EA) will be the renewal date until the membership is cancelled. At the point of activation, access to all copies of publications and resources that are provided as part of the membership will be available via the members' area. Please note that if you opt to add print copies of any publications to your plan, there may be a delay between the activation of a membership and receipt of the initial publication due to the publication schedule and deadline for sending mailing data to the partner publisher/distributor.
M2. Making Payment	The EA accepts payment for membership fees via the options set out in sections P1-P3 above. Payments are accepted in GBP as set out in section P4. If payment has not been received within the set timeframe the transaction will be cancelled: see section P6 for further details. Incorrect payments will be dealt with in accordance with the terms as set out in sections P8 i) and P8 ii) above. The fees are available to view on our website at www.englishassociation.ac.uk/join-us. The fees for the forthcoming year will be available no later than 2 months prior to the start of the calendar year.
M3. Gift Aid	The EA is a not-for-profit charitable association and encourages all who are eligible to check the Gift Aid box when making payment. This will ensure that as much money as possible reaches the EA.
M4. Renewals	Only Direct Debit payments allow a membership plan to be automatically renewed without the member/lead member taking action. All membership plans with payment types excepting Direct Debits will not be automatically renewed.

	Prior to the end of the membership plan the member/lead member will be contacted by the EA to notify them that the membership plan will be automatically renewed, or that they must take action to renew the membership plan by logging in to the self-service app. This will be repeated in the event that the membership plan is not renewed until a period of 45 days has elapsed from the end of the membership plan, at which point it will be classed as cancelled.
M5. Members' Area	The online members' area grants logged-in members access to digital publications and resources, and discount codes to be used within the EA webshop or in our partners' webshops. The members' area can be accessed by any individual member or lead member. The email address provided at the time of creating the membership is the username and is required for access to the members' area. If the email address needs to be amended the EA should be contacted immediately to request this via membership@englishassociation.ac.uk to prevent any disruption to the membership. In the case of institutional plans where one individual (the lead member) manages a group of linked members, that individual can add or remove linked members as they wish via the self-service app (see M6). When members are added to an institutional plan, they will receive an email inviting them to create an account via the self-service app (see M6). Once that account is created, they will be able to use their email and password to log in to the members' area. Please contact your lead member if you wish to be added or removed from an institutional plan. The EA reserves the right to remove all or portions of member-only content, or to amend its charges for access in the future.
M6. Self Service App	The self-service app (sometimes known by its product name, 'Sheep CRM') can be accessed by any individual member. The email address provided at the time of creating the membership, or as attached to the member record as the primary email address, is the username, and is required for access to the self-service app. If the email address needs to be amended or changed the EA should be contacted immediately to request this via membership@englishassociation.ac.uk to prevent any disruption to the membership. All amendments to an individual's membership, with the exception of changing/amending the registered email address, can be carried out by the member/lead member, including postal address changes and payment types. Access to secure electronic payment portals are provided through the self-service app.

M7. Discounted Fees	We offer concessionary fees to the following categories of members: Students (at any level); Recently Qualified Teachers; Early Career Academics; and Emeritus Fellows. Concessionary fees are offered at the EA's discretion and can be withdrawn at any time. Members joining on concessionary plans are kindly requested to ensure that they amend their plan if their status changes. An individual member may not hold a concessionary membership for more than three consecutive years.
M8. Cancellations and refunds	All memberships can be cancelled at any time by writing to membership@englishassociation.ac.uk stating the member/lead member's name and membership number. For our records we may ask a reason for cancellation. Cancellation of a membership will only result in a refund of the payment if no publications have been received by the account holder or at the discretion of the EA. Any refunds will be made in accordance with the terms set out in section P8 ii). Upon cancellation the membership will continue until the end of the membership year and the member will continue to receive all benefits to which they are entitled for the duration unless otherwise instructed or where a refund of the membership is made, at which time all benefits will cease. Cancellation will stop all future payments from being taken but we recommend that further steps are taken by the account holder with their own bank to ensure future payments are stopped. In the event that future payment(s) are taken after notice of cancellation has been acknowledged then the EA will refund all monies taken as soon as possible. A cancelled membership can be re-activated at any time by the member/lead member on payment of any applicable fees for that membership year.
M9. Cooling-off period	If an individual pays directly for a membership plan, the initial payment is subject to a 14-day cooling-off period in which they have the right to cancel their plan and receive a refund if they haven't already downloaded any digital content or made use of any other member benefits. Please note that this is not applicable to invoices. This clause complies with the EU Distance Selling Directive and is part of UK law under the Consumer Protection Regulations that relate to distance selling. These regulations do not govern contracts between businesses. After that time refunds can only be made in exceptional circumstances at the discretion of the CEO.
M10. Membership plans	(a) Individual plans can only be offered to a single individual and as such must be associated with the name and email address of the person using the membership. (b) Group plans must be associated with the name and email address of a lead member who is responsible for the administration of the membership. Generic office email addresses will not be accepted.

	(c) Concessionary membership is available for students, trainee teachers, recently qualified teachers, emeritus, and unwaged members. See M7 for more information. (d) Institutional membership enables login access to the members' area for up to 20 individuals per plan. Linked members can be added and removed by the lead member via the self-service app. 1. For Group plans, the linked members must be working within the same school or institution, and must be based at the same physical site. All logins must be associated with the name and email address of the person using the login, and the access is strictly for their use only. 2. For Consortium plans, the linked members must be working for the same multi-academy trust or multi-site institution. All logins must be associated with the name and email address of the person using the login, and the access is strictly for their use only.
	(e)

Communications & Data Collection

How we will contact you

As a member, we will write to you by email to:

- Confirm when your membership has been successfully set up
- Notify you when your membership is due for renewal
- Notify you if there are any issues with your membership renewal/payment
- Send you our monthly member update
- Inform you of upcoming EA events and publications
- Alert you to opportunities to get involved with the EA, for example when our Education Committees are looking for new members

For more information, please refer to our Privacy Policy below.

We will write to you from a range of EA email addresses. Please add them to your 'safe senders list' so that our emails don't end up in spam/junk:

finance@englishassociation.ac.uk - information and updates about payments

membership@englishassociation.ac.uk - updates and notifications about your membership

hello@englishassociation.ac.uk - general updates and notifications about the EA

awards@englishassociation.ac.uk - updates and notifications about our prizes and awards

Privacy Policy

Our Privacy Policy applies to information we (The English Association) collect about individuals who interact with our organisation. It explains what personal information we collect and how we use it. If you have any comments or questions about this notice, feel free to contact the Data Protection Officer at hello@englishassociation.ac.uk.

The EA is committed to safeguarding your personal information. Whenever you provide such information, we are legally obliged to use your information in line with all applicable laws concerning the protection of personal information, including the currently applicable Data Protection Act (DPA) and Privacy and Electronic Communications Regulations (PECR).

Please note that:

- “Personal Data” means any information relating to an identified or identifiable person
- We process this data on the basis of a specified legal basis
- By interacting with our organisation, you’re agreeing to be bound by this Policy
- We may change this Policy sometimes so please check our website occasionally to ensure that you’re happy with any changes

Personal data that we process

Who you are	The action you’re taking	The data we collect	Why we collect these data (legal basis)
Member	Signing up as a member	Name, email, payment information	Contract - by paying your membership fees you have entered into a contractual relationship with us. We fulfil the contract by using your data to send your publications and membership updates to you.

How we use your data

- We will only use your data in a manner that is appropriate considering the basis on which that data was collected, as set out in the table at the top of this policy.
For example, we may use your personal information to:
 - reply to enquiries you send to us;
 - handle donations or other transactions that you initiate;
 - where you have specifically agreed to this, send you communications by email relating to our work which we think may be of interest to you (for example, upcoming Association events and publications).

When we share your data

- We will only pass your data to third parties in the following circumstances:
- you have provided your explicit consent for us to pass data to a named third party;
- we are using a third party purely for the purposes of processing data on our behalf and we have in place a data processing agreement with that third party that fulfils our legal obligations in relation to the use of third party data processors; or
- we are required by law to share your data.

In addition, we will only pass data to third parties outside of the EU where appropriate safeguards are in place as defined by Article 46 of the General Data Protection Regulation.

How long we keep your data

We take the principles of data minimisation and removal seriously and have internal policies in place to ensure that we only ever ask for the minimum amount of data for the associated purpose and delete that data promptly once it is no longer required.

Where data is collected on the basis of consent, we will seek renewal of consent regularly.

Rights you have over your data

You have a range of rights over your data, which include the following:

- Where data processing is based on consent, you may revoke this consent at any time and we will make it as easy as possible for you to do this (for example by putting 'unsubscribe' links at the bottom of all our marketing emails).
- You have the right to ask for rectification and/or deletion of your information.
- You have the right of access to your information.
- You have the right to lodge a complaint with the Information Commissioner if you feel your rights have been infringed.

A full summary of your legal rights over your data can be found on the Information Commissioner's website here: <https://ico.org.uk/>

If you would like to access the rights listed above, or any other legal rights you have over your data under current legislation, please get in touch with us.

Please note that relying on some of these rights, such as the right to deleting your data, will make it impossible for us to continue to deliver some services to you. However, where possible we will always try to allow the maximum access to your rights while continuing to deliver as many services to you as possible.

Modifications

We may modify this Privacy Policy from time to time and will publish the most current version on our website. If a modification meaningfully reduces your rights, we'll notify people whose personal data we hold and is affected.

Miscellaneous

S.1 Reproduction and Use of Content	(a) All online and hard copy content provided to members/subscribers is the property of the English Association and the authors, and should not be reproduced without express permission. All materials received via EA membership remains © English Association unless stated otherwise. Members agree to be bound by copyright law with respect to the use of EA materials. You can request permission to reproduce content by emailing us on ceo@englishassociation.ac.uk . (b) Moderate downloading, printing, or saving of material for personal or scholarly use is permissible only to the extent consistent with the 'fair use' doctrine. Downloading all/portions of members-only content for the purpose of creating systematic and persistent local copied for redistribution is prohibited.
S2. Complaints	The EA takes complaints very seriously. If you would like to make a complaint please use ceo@englishassociation.ac.uk
S3. Contacting the EA	You can contact the EA via email - please see below for the correct address to use: Payment queries/problems; invoices; refunds; receipts; Gift Aid queries - finance@englishassociation.ac.uk Membership queries; change of email address; cancellation requests; missing/damaged publications - membership@englishassociation.ac.uk Awards queries and submissions information - awards@englishassociation.ac.uk All other queries - hello@englishassociation.ac.uk

Glossary of terms:

Self-service app/Sheep CRM

Your membership is created using our self-service app, which is sometimes referred to by its product name 'Sheep CRM'. You can access your account and manage your membership by logging into the self-service app at <https://app.sheepcrm.com/english-association/membership/>.

If you've been a member for a while, you might not have a self-service account set up yet. You can find out how to do this here: xxxx

Membership account

Individual members (and lead members) can manage their membership via the self-service app. This allows you to amend your postal address, payment method, and membership plan.

Print add-on

If you wish to receive a print copy of one or more of our publications, you have the option to add print* to your plan in the self-service app. The add-on will run concurrently with your standard membership plan until it is cancelled by you. *extra charges apply

Log in details

There's no need to remember loads of details: the same email and password that you use to log in to the self-service app can be used to log in to the members' area.

Renewal

Each membership year runs from January to December. This means that each January you need to renew your membership by paying the fees for the next year. You can pay your fees quickly and easily by logging in to the self-service app.

Concessions

We offer concessionary fees - i.e. discounted membership fees - to students, recently qualified teachers, early career academics, and emeritus Fellows.

Lapsed and cancelled

We refer to a membership as 'lapsed' when your membership fees are overdue. A membership will be cancelled if no payment is received, as set out in the Terms and Conditions. You can check the status of your membership at any time by logging in to the self-service app.

Membership plan

Your membership plan is the package you selected when you joined.

There are two main types of membership plans: individual and institutional. Individual plans are for individual members. Institutional plans provide membership for multiple members, administered by a lead member. We currently offer these membership plans:

Individual

Standard - membership for an individual

Standard (concession) - membership for an individual at a concessionary rate

Institutional

Group - for schools or organisations

Consortium - for schools or organisations located across multiple sites, e.g. Multi-Academy Trusts

Fellow membership plans are awarded by nomination only.

If you are representing an institution via an agency, please contact us directly to discuss the best plan for you on membership@englishassociation.ac.uk.

Membership vs subscription

Membership is conferred on individuals who purchase a membership plan. Members have access to membership benefits, such as our online library of publications and resources, discounts on purchases, and discounts on event tickets, as well as the opportunity to get involved in the EA's publications, advocacy work, and governance. Subscription to our publications is generally taken out by institutions or their representatives, and does not confer any membership benefits on the account holder or their customers.

Lead member

In the case of institutional memberships, one person - the lead member - will manage the membership account. This person can add or remove linked members from the plan and amend account details.

In the case of subscriptions, one person - the account holder - is the main contact for the account. This person can renew and amend the subscription by contacting the EA on membership@englishassociation.ac.uk.

Linked member

A sub-member associated with an Institutional plan.

Gift Aid

Individual members can opt for Gift Aid, which allows more of your membership fee to reach the English Association.

Membership fee

The amount you pay each year for your membership plan.

Subscription fee

The amount you pay each year for your subscription.