NACAS – Membership Terms & Conditions

Effective Date: 19/02/2026
Version: 1.2

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1. About NACAS

1.1 The National Association of Care & Support Workers Ltd ("NACAS", "we", "us", "our") is a professional membership organisation providing support, guidance, and resources to care and support workers.

1.2 Membership is voluntary and does not replace employer responsibilities, statutory regulation, or professional registration requirements.

1.3 NACAS is not a statutory regulator and does not confer any licence to practise.

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2. Membership Levels & Benefits

2.1 Membership levels and benefits are described on the NACAS website at the time the contract is concluded.

2.2 Benefits may be subject to:

- Eligibility criteria
- Waiting periods
- Exclusions
- Third-party provider terms

2.3 NACAS may amend, improve, or substitute benefits where reasonably necessary, provided that the overall value and nature of the membership is not materially reduced.

2.4 NACAS does not always guarantee availability of any specific benefit.

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3. Access to Benefits

3.1 Access to benefits is conditional upon:

- Active membership.

- Full payment of fees; and
- Compliance with these Terms.

3.2 Certain benefits (including legal advice) may require minimum continuous membership and satisfaction of eligibility criteria.

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4. Legal Advice (Gold Membership)

4.1 Where legal advice is included:

- A minimum of three (3) months' continuous Gold Membership is required.
- Legal advice does not apply to pre-existing matters.
- Legal advice is subject to eligibility criteria and third-party provider terms.

4.2 NACAS does not provide regulated legal services directly unless expressly stated.

4.3 Provision of legal advice is subject to assessment, availability, and provider acceptance, and is not guaranteed in all circumstances.

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5. Member Responsibilities

Members agree to:

- Provide accurate and complete information when joining.
- Keep contact and payment details up to date.
- Use NACAS services responsibly and lawfully.
- Not misrepresent NACAS membership as statutory regulation or regulatory approval.

Failure to comply with these obligations may result in suspension or termination.

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6. Fees & Payment

6.1 Membership fees are payable in advance on a monthly or annual recurring basis.

6.2 Membership subscriptions renew automatically at the end of each recurring Billing Period unless cancelled prior to the renewal date.

6.3 Members will receive advance notice of renewal in accordance with applicable consumer protection legislation.

6.4 NACAS reserves the right to amend membership fees in accordance with Clause 12.

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7. Statutory Cooling-Off Period

7.1 Where membership is purchased online or at a distance, members have a statutory right to cancel within 14 calendar days beginning on the day after the contract is concluded.

7.2 Where a member requests access to membership benefits during the Cooling-Off Period and subsequently cancels, NACAS may deduct a proportionate amount for services supplied prior to cancellation in accordance with Regulation 36 of the Consumer Contracts Regulations 2013.

7.3 Full details are set out in the NACAS Refund & Cancellation Policy, which forms part of these Terms.

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8. Cancellation After the Cooling-Off Period

8.1 Members may cancel their membership at any time by emailing:
Lily@nacas.org.uk

8.2 Cancellation takes effect at the end of the current paid Billing Period.

8.3 Members retain access to benefits until the final day of the paid Billing Period.

8.4 Once the Cooling-Off Period has expired, fees are non-refundable except where required by law or at NACAS's reasonable discretion.

Examples:

- Monthly membership: if purchased 1st January and cancelled 15th January, access continues until 31st January. No further payments are taken.
- Yearly membership: if purchased 1st January and cancelled 15th January, access continues until 31st December. No further payments are taken.

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9. Auto-Renewal & Post-Renewal Cancellation

9.1 Membership renews automatically unless cancelled before renewal.

9.2 If cancellation is requested within 14 days following an automatic renewal payment, NACAS may:

- Provide a refund subject to a reasonable administrative charge reflecting actual processing costs (capped at 10% of the renewal fee); or
- Permit membership to continue until the end of the renewed Billing Period.

9.3 After 14 days from renewal, renewal fees are non-refundable except where required by law.

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10. Prevention of Membership Misuse

10.1 NACAS may deduct the value of benefits received where a member joins and cancels primarily to access discounted services or member-only benefits.

10.2 Evidence of misuse may include:

- Immediate cancellation following benefit usage.
- Repeated joining and cancellation patterns.
- Significant benefit usage during the Cooling-Off Period.

10.3 NACAS may refuse future membership applications where misuse is reasonably identified.

10.4 Any action under this clause will be proportionate and compliant with consumer protection law.

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11. Suspension or Termination by NACAS

11.1 NACAS may suspend or terminate membership where:

- There is a material breach of these Terms.
- False or misleading information is provided.
- Membership is misused.
- Conduct is reasonably likely to bring NACAS into disrepute.

11.2 Action taken will be proportionate and subject to internal review.

11.3 Where termination results from serious breach, NACAS may retain fees to reflect services already provided, subject always to statutory rights.

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12. Changes to Terms or Fees

12.1 NACAS may amend these Terms or membership fees where reasonably necessary.

12.2 Members will be provided with reasonable advance notice of material changes.

12.3 If a member does not agree to a material change or fee increase, they may cancel their membership before the change takes effect.

12.4 Continued membership after the effective date constitutes acceptance of the revised Terms or fees.

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13. Privacy & Data Protection

13.1 NACAS processes personal data in accordance with UK data protection legislation.

13.2 Personal data is used for:

- Membership administration
- Communication
- Service delivery

13.3 Full details are set out in the NACAS Privacy Policy.

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14. Limitation of Liability

14.1 Nothing in these Terms excludes or limits liability for:

- Death or personal injury caused by negligence.
- Fraud or fraudulent misrepresentation.
- Breach of statutory consumer rights.
- Any liability which cannot legally be excluded.

14.2 Subject to Clause 14.1, NACAS's total liability shall not exceed the membership fees paid in the preceding 12 months.

14.3 NACAS shall not be liable for indirect or consequential losses.

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15. Governing Law

These Terms are governed by the laws of England and Wales.

The courts of England and Wales shall have exclusive jurisdiction to resolve any dispute arising from these Terms.

NACAS reserves the right to update or amend this document in accordance with Clause 12 (Changes to Terms or Fees). The most current version will always be available on the NACAS website.