

Membership Agreement



1. Membership

- 1.1 There are two categories of membership of the Association: 'individual Members' and 'corporate Members'.
- 1.2 Members must satisfy the Association's prescribed membership criteria, as contained in the Articles of Association.
- 1.3 Members may upgrade their membership on satisfying the prescribed membership criteria for a higher Membership Grade. Downgrades are not possible.

2. Rights of membership

- 2.1 All Members shall receive notice of General Meetings and may exercise the right to vote at a General Meeting.
- 2.2 The Association has a one-member one-vote rule.
- 2.3 The Association is a non-profit organisation and all surplus income or profits are reinvested in the Association. No surpluses or assets will be distributed to members or third parties.
- 2.4 All Members are responsible for maintaining their continuous professional development ("CPD") to uphold the professional standards required by the Association. All Members are required to keep a record of CPD activities they undertake. The Association may request evidence of CPD records at any time during your membership for monitoring purposes.
- 2.5 All Members must comply with and shall promote the principles of the Code of Conduct and supporting procedures.
- 2.6 Membership entitles, where applicable, the use of Designatory Letters as recognition of the Membership Grade attained by the Member.

3. Member services

- 3.1 The Association is committed to providing quality Member Services and will:
 - a) establish, make available and support programmes of education, training and qualifications and continuing professional development with recognised standards of achievement to support the systematic development of Members;
 - b) undertake, promote and make available research and developments in product management;
 - c) establish, develop and maintain links with other bodies and organisations at local, national and international level.

4. Membership Term

Your membership is valid for the Membership Term.

5. Membership fees

- 5.1 Membership of the Association in each category of Membership and access to Member Services is conditional upon the payment of the appropriate subscription fee.
- 5.2 Subject to clause 7, Members are not entitled to a refund of any subscription fees following termination or cancellation of membership.

6. Membership renewal

- 6.1 Subscription fees will be collected annually in full each year on the anniversary of your joining date (the 'Renewal Date').
- 6.2 Where any subscription payable by the Member to the Association is not paid by the Renewal Date, your membership shall be deemed to have lapsed. The Member will be served with notice allowing the Member 28 days from the Renewal Date to make the necessary payment (the 'Grace Period').
- 6.3 During the Grace Period,
 - a) Members remain subject to the Code of Conduct and
 - b) the Association reserves the right, at its sole discretion, to withdraw or suspend access to any Member Services.
- 6.4 At the expiry of the Grace Period, any membership for which membership fees have not been received in full, shall be terminated and the Member will lose the right to use their designatory letters.

7. Right to cancel membership

Members shall have a right to cancel their membership within 14 days of their annual renewal date and receive a full refund. For further information, please contact the customer services team on admin@a-pm.co.uk.

8. Membership termination

- 8.1 A Member may terminate his or her membership by providing 28 days' notice to the Association, subject to clause 8.2 and 8.3 below.
- 8.2 A Member shall cease to be a Member:
 - a) on the expiry of 28 days' notice to the Association of his or her resignation as a Member;
 - b) if any subscription or other sum payable by the Member to the Association is not paid by the due date and remains unpaid 28 days after notice has been served on the Member by the Association;
 - c) if the Management Committee resolves that the Member be expelled. Such a resolution shall not be passed unless the Member has been given not less than 14 days' notice of the fact that the resolution is to be proposed, specifying the misconduct or circumstances alleged to justify expulsion, and has been afforded a

reasonable opportunity of being heard by or of making written representations to the Management Committee;

8.3 Any Member who ceases to be a Member in accordance with clause 8.2 shall remain liable for all subscriptions for that subscription year.

9. Membership decline

9.1 An application for membership or for transfer from one category of membership to another shall be determined by the Management Committee which may in its absolute discretion decline to accept an applicant as a Member.

10. Intellectual property rights

10.1 All Intellectual Property which exists in the Materials provided to Members as part of the Member Services are owned by the Association and/or its content providers.

10.2 Membership does not confer any right to use the Association's Intellectual Property, including the Association's brand and logo, except where expressly provided in writing.

10.3 The Member shall not:

- a) licence, sell, rent, lease, transfer, assign or otherwise commercially exploit Materials, including passwords, provided to the Member by the Association; or
- b) licence, sell, rent, lease, transfer, assign or otherwise commercially exploit or otherwise make the Member Services available to any third party.

11. Force Majeure

11.1 In the event of Force Majeure, the Association shall not be deemed to be in breach of these Terms and Conditions and in particular shall not be liable for a delay or for non-performance of any of its obligations under these Terms and Conditions or for any loss or damage occasioned thereby. To the maximum extent permitted by law, all losses arising for this reason shall not be recoverable by the Member.

12. Variation

12.1 At its absolute discretion, the Association may at any time alter, amend, change, modify or withdraw any of the membership benefits that comprise the membership offering. It will be your responsibility to keep up to date with all such changes. Continued use of the Member Services shall be deemed acceptance of any changes to these Terms and Conditions.

13. Notice

13.1 Any notice to be given under these Terms and Conditions shall be by electronic communication to the email address you provide.

14. Data protection

- 14.1 The Association will not supply your details to any organisation for marketing purposes. By accepting these Terms and Conditions, you agree to the use of your information as set out in our Privacy Policy.

15. Governing law

- 15.1 These Terms and Conditions shall be interpreted in accordance with English law and all disputes shall be subject to the exclusive jurisdiction of the courts of England and Wales.

16. Interpretation

The following definitions apply in these Terms and Conditions:

'Management Committee' the Management Committee of the Association;

'The Association' or 'Association' the Association of Product Management;

'Member(s)' the sub-categories of Members that are designated as such in the Articles of Association, as identified in the Membership Grade;

'Code of Conduct' the Association's code of conduct which sets out the standards of professional behaviour to which a Member must adhere;

'Designatory Letters' the affixes which may be used by Members;

'Force Majeure' any event or occurrence which is outside the control of the party affected and which is not attributable to any act or failure to take preventive action by the party affected, but shall not include any industrial action occurring within the Association;

'General Meeting' a meeting of the Members of the Association;

'Intellectual Property' copyright, database rights, rights in confidence, rights in passing-off, rights to domain names, registered and unregistered designs, trademarks, patents or other industrial or intellectual property together with any current or future applications for any registrable items of the foregoing;

'Materials' all materials including the written content, newsletters, conference materials, advertising, brochures, publicity material, invitations, website, branding, logos and other Association materials used by or for or relating to the Member Services;

'Member' a fully paid-up individual member of the Association;

'Membership Grade' the grade of membership held by a Member which is dependent on satisfying the membership criteria for the specified grade; these shall include: Students, Associates, Members, Fellows and Corporate;

'Member Services' the services provided by the Association for the benefit of Members subject to these Terms and Conditions;

'Membership Term' the period of valid membership commencing on the day of application and payment to the same day of the following year;

'Articles of Association' the Articles of Association passed by the Management Committee as set out in full on the Association's website.

'Subsidiaries' shall in relation to the Association, have the meaning ascribed to it in the Companies Act 2006 as may be amended from time to time.

ASSOCIATION OF PRODUCT MANAGEMENT
MEMBERSHIP TERMS AND CONDITIONS
March 2020