

# **Membership Terms and Conditions**

## **What these terms cover**

These terms and conditions govern your membership of the Association of Electoral Administrators, named as "AEA" in your membership application and referred to in these terms as the "AEA".

Please read these terms carefully before you submit your membership application. They tell you who we are, how we will provide services to you, how you or we may alter or end your membership, what to do if there is a problem and other important information.

When you apply for AEA membership, you are applying to become a member of a limited company whose objects and powers are defined in our Articles of Association which can be found [here](#).

## **Information about us and how to contact us**

### **Who we are**

We, the AEA, are a company registered in England and Wales. Our company registration number is 2406987 and our registered office is at Gibson House, Hurricane Close, Stafford, ST16 1GZ. Our VAT number is 580 5838 16.

### **How to contact us**

You can contact us by emailing our Member Support Team at [member.support@aea-elections.co.uk](mailto:member.support@aea-elections.co.uk), or by filling in the contact form at <https://www.aea-elections.co.uk/contact-us/>.

### **How we may contact you**

If we need to contact you, we will do so by telephone or email using the details you provide to us in your membership application.

## 1. Membership

There shall be six classes of membership:

- a. **Full Member:** Full membership shall be available to any person who is employed by a local authority in the United Kingdom or a Valuation Joint Board in Scotland, whose work involves the organisation for and/or conduct of elections and/or electoral registration or who is the Chief Electoral Officer for Northern Ireland and any person who is employed by, or acts for, the Chief Electoral Officer for Northern Ireland.

This class of membership is also available to salaried employees of the Association who have not been awarded honorary membership.

- b. **Honorary Member:** Honorary membership may be bestowed by the Association at an Annual General Meeting upon any person who is, or has been involved in the work of the Association or has been involved in the organisation for and/or conduct of elections, electoral registration or related fields.
- c. **Past Service Member:** Past service membership shall be available to any person who has retired from full or part time employment and has formerly been a full member of the Association. This class of membership shall not be available to any person who is employed in any manner other than by the Association to undertake work within the field of electoral administration.
- d. **Affiliate Member:** Affiliate membership shall be available to any person interested in the organisation for and/or conduct of elections and/or electoral registration and related matters for whom no other class of membership is available and who has no connection to an organisation with a commercial interest in the field of electoral administration. Honorary members will retain their honorary status within this class.
- e. **Commercial Member:** Commercial membership shall be available to any person who is employed by a commercial organisation that has a commercial interest in the field of electoral administration. Honorary members will retain their honorary status within this class.

- f. **Apprenticeship Member:** Apprenticeship membership shall be available to any person who is employed by a local authority in the United Kingdom, a Valuation Joint Board in Scotland or the Chief Electoral Officer for Northern Ireland as an apprentice (or equivalent position) and whose work involves the organisation for and/or conduct of elections and/or electoral registration.

On completing the application form, you must select either class **a.**, **d.**, **e.** **or f.** based on your circumstances. Class **b.** may only be bestowed by us at an AGM.

Apprenticeship membership is available to any person who is enrolled on an apprenticeship accredited by a recognised apprenticeship awarding body **and** has a significant element of their employment dedicated to the delivery of electoral services.

You will only be eligible for class **c.** past service membership, because of former full membership. If you think you qualify for past service membership, you cannot complete the online application form but instead contact our partner, Sunderland City Council at [aea@sunderland.gov.uk](mailto:aea@sunderland.gov.uk) for details on how to re-join as a past service member.

An application for membership or for transfer from one class of membership to another shall be determined by us. We may at our absolute discretion decline to accept an applicant as a member.

You will be allocated a branch based on your membership status. A full, apprentice or commercial member of the Association is entitled only to be a member of the branch within the area in which their employing organisation is situated. In the case of past service, honorary (unless currently working at a local authority or other similar organisation) and affiliate members, where they are resident, unless the Secretary at their discretion, otherwise determines in any individual case.

By becoming an AEA member, you are agreeing to our code of ethics and supporting procedures and policies.

To view our code of ethics please [visit our website.](#)

## **2. Registration and Renewal**

AEA membership is for a period of 12 months, or 14 months if you join within 2 months of 1 October, which is the start of the membership year.

The current membership fee can be found at <https://www.aea-elections.co.uk/about/aea-membership/#member-subs>. This fee is reviewed periodically.

Your membership will become active as soon as it is submitted. From this day, you will have access to our website and other services provided for members.

Once we receive your membership application, we will issue an invoice by email. It is your responsibility to ensure this is paid promptly.

All membership subscription invoices become payable 30 days after the invoice date.

Where any subscription is not paid for within 30 calendar days of an invoice being issued, your membership will be deemed to have lapsed and access to our website and other services will be suspended. You will be served with notice allowing you 30 calendar days from either the application date or renewal date to make the necessary payment (the 'grace period'). Should the grace period expire with no payment received, your membership will be cancelled. No further notices will be sent to you.

Renewal notices are sent out in early October each year. Invoices for payment will be issued when we receive your renewal confirmation. It is your responsibility to ensure payment is made promptly.

### **3. Payment**

Payment must normally be made by bank transfer. We do not accept cheques, except in exceptional circumstances. We do not accept payment by credit or debit card.

If your employer pays for your membership, no refund will be given to that employer should you leave their employment during the membership year, and your membership cannot be transferred to someone else. You are permitted to transfer your membership between employers.

If you have self-funded your membership and leave your employment, no refund will be given. If you have self-funded and move to other employment and the authority agrees to pay your membership, no refund will be made on any remaining months of membership. We can provide you with a copy of your invoice should you wish to be reimbursed by your employer.

#### **4. Cancellation or termination**

A member may cancel their AEA membership at any time by giving notice by email via our partner Sunderland City Council. All cancellations must be sent to [aea@sunderland.gov.uk](mailto:aea@sunderland.gov.uk). Cancellations will be acknowledged.

Membership is not transferable and will cease on death.

There is no repayment of subscriptions for early cancellation. Any amounts unpaid at the point of cancellation outside of the cooling off period become immediately due.

If we decide that a member should be expelled, membership shall not be terminated unless and until the member has been given appropriate notice and the matter determined in accordance with our professional standards procedures. The member will be given a reasonable opportunity to be heard and make representations as outlined in our relevant policy, which will be supplied with the termination notice.

#### **5. Intellectual Property Rights**

All intellectual property which exists in the materials provided to members as part of the member services are owned by the AEA and/or our content providers.

Membership does not confer any right to use AEA intellectual property, including the AEA brand and logo, except where expressly agreed to in writing.

A member must not:

- a. licence, sell, rent, share, lease, transfer, assign or otherwise commercially exploit materials, including passwords, provided to the member by the AEA; or
- b. licence, sell, rent, share, lease, transfer, assign or otherwise commercially exploit or otherwise make member services available to any third party.

#### **6. Force Majeure**

In the event of force majeure, the AEA shall not be deemed to be in breach of these terms and conditions and in particular shall not be liable for a delay in, 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.

## **7. Variation**

At its absolute discretion, the AEA may at any time alter, amend, change, modify or withdraw any of the membership benefits that comprise the membership offering and terms and conditions. It will be the member's responsibility to keep up-to date with all such changes and membership renewal. Continued use of member services shall be deemed acceptance of any changes to these terms and conditions.

## **8. Notice**

Any notice to be given under these terms and conditions will be in writing, to the email address you provide.

## **9. Governing law**

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.