

## **Terms and Conditions of Membership of the Association of Average Adjusters**

### **Definitions**

"Association" is the Association of Average Adjusters, its Members and Officers engaged in the activities of the Association of Average Adjusters and trading under these conditions.

"Member" is the party/individual whose application for membership has been approved by the Association's Committee of Management.

"Non-Voting Members" are the following category of Members

- Honorary Fellows
- Senior Associates
- Associates
- Representatives
- Subscribers
- Affiliates

"Subscription" means the annual membership fee charged by the Association to the Member, including any value added tax where applicable and any disbursements.

### **Scope**

The Member shall adhere to these Terms and Conditions of Membership of the Association. Membership is not transferable.

### **Subscriptions**

Each Non-Voting Member (with the exception of Honorary Fellows and Affiliates) shall be required to pay a Subscription to the Association, unless waived as against a certain category of Member by a decision of the Voting Members.

The Subscriptions for the succeeding year for Senior Associates, Associates, Representatives and Subscribers shall be fixed by the Voting Members at an Annual General Meeting.

All Subscriptions shall be due at the commencement of the Membership year, 1<sup>st</sup> June each year, and no part thereof shall be returnable in any event.

If any Subscription of a Non-Voting Member due for the current year shall remain unpaid six months after it became due, a reminder shall be sent to the defaulter, and if the Subscription remains unpaid for a further three months, the defaulter's Membership may be terminated by the Association. The defaulter will be de-listed from the Association's Membership list and access to the Members' section of the website will be withdrawn.

If any defaulter shall subsequently pay their arrears of Subscription, they may apply for re-admission as a Member. Such application shall be considered by the Association's Committee of Management, who shall decide to approve or reject the same at its sole discretion. If the

application is approved, an administration fee of £50 shall be charged in addition to the annual Subscription.

### **Termination**

A Member may terminate the Membership of the Association by giving two months written notice, i.e. latest on the 31<sup>st</sup> of March each year. Such notice should be given either by ordinary mail or by electronic mail to [admin@average-adjusters.com](mailto:admin@average-adjusters.com). In the event that notice is received after this date by the Association, the Membership shall automatically be continued for a period of one year.

The Association may terminate the Membership of a Member by ordinary mail or by electronic mail:

- after his/her Subscription became overdue by nine months, or
- immediately upon breach of Professional Conduct as described below, or
- immediately when the Member becomes a sanctioned person or is employed by a sanctioned company in breach of the international sanctions' regulations of the United Nations, European Union, United Kingdom or United States of America

### **Professional Conduct**

Members shall:

- (a) conform to the highest standards of integrity and fair dealing in respect to their professional work and conduct and their relationship with each other.
- (b) in their professional practice as Average Adjusters, at all times observe the aims and conform to the Articles and Regulations of the Association and maintain strict impartiality regardless of the interests of themselves, their employer or principal, or whoever has appointed them, and avoid conflicts of interest.
- (c) not give, promise or receive a reward or commission with a view to influence the judgement or conduct of the recipient or act in breach of the UK Bribery Act latest edition.

### **Membership titles**

In order to use the title Fellow, Senior Associate or Associate a Member is required to be a current Member of the Association with a fully paid annual Subscription. After termination of the Membership, the former Member shall refrain from using and/or remove any reference to Membership titles in any correspondence, websites, social media, business cards, etc.

### **GDPR / Compliance with the UK law**

By becoming a Member of the Association you are consenting to the Association processing your data in line with the Association's Privacy Policy, full details of which may be found on the [website](#)

It is the responsibility of each Member to ensure that the contact details held by the Association are current and updated via the website.

If a Member by moving company or location/domicile find themselves in contravention of any UK law, not limited to compliance with (inter)national sanctions, Membership will automatically terminate. It is the responsibility of the Member to advise the Association immediately of any such circumstances.

**Jurisdiction and Law**

These Terms and Conditions shall be governed by and construed in accordance with the laws of England and Wales and any dispute shall be subject to the exclusive jurisdiction of the English Courts.