

## AOP Membership General Terms and Conditions

This document sets out the Terms and Conditions for joining the Association of Photographers Limited (referred to below as "AOP", "we" or "us"). These terms form the contract between us, so please read them carefully.

They are applicable to all categories of membership except for clauses 5 and 7 which only apply to categories of membership for which membership fees are payable.

1. By applying and being accepted for membership of the AOP you agree to abide by the [Memorandum and Articles of Association](#), the [Code of Practice](#) and the [Members' Charter](#), and to act at all times in accordance with the principles of professional and ethical conduct set out in those documents.
2. Memberships are only available to those aged 18 or over.
3. Your membership is for a minimum period of 12 months, to be renewed automatically on an annual basis until such time as you notify us that you wish to resign in accordance with clause 5 below. Payment must be made within 30 days of you being invoiced for your membership.
4. By joining the AOP you consent to the AOP storing and processing information including personal data relating to you and your business and you agree that the AOP may contact you on the lawful bases that it is necessary (a) for our legitimate interests and (b) under your contract of membership with us. You agree and understand that although you may withdraw your consent to receive marketing materials the AOP may continue to contact you about administrative and company matters.
5. By joining the AOP you will gain opportunities to meet and be introduced to other members who offer products and services which may be of use to you. If you purchase any product or service or receive any advice or assistance from another member of the AOP, this will be an arrangement entirely between yourself and that other member. The AOP does not accept any liability for or provide any warranty for products or services sold or advice or assistance given by one member to another on any matter whatsoever.
6. If you wish to resign your membership of the AOP, you should write to the AOP by post to the AOP's registered office or by email to [info@the-aop.org](mailto:info@the-aop.org). If your resignation is received within 30 days after receiving your annual renewal invoice, you will not be obliged to pay the invoice. If you fail to notify the AOP in writing within that 30-day period, you will be liable to pay the annual membership fees in full. In other words, if you resign your membership at any point during the year outside of the month in which your membership renewal occurs, you will be liable to pay the annual membership fees in full.
7. On the termination date of your membership, the benefits of your membership will cease, and you will not be entitled to any membership benefit which was due to be provided or fulfilled after the date of termination.
8. If payment of membership fees is not received within 90 days after your receipt of the invoice, your membership may be terminated at the sole discretion of the AOP, but you will remain liable for payment.

9. The AOP reserves the right to amend, withdraw or add any membership benefit or service. In this event you will not be entitled to any refund of fees, nor will the AOP be entitled to any additional fees.
10. Your membership benefits include access to a range of document templates, guidance, information, and other text-based support (the 'Materials'). The AOP is the owner or the licensor and/or licensee of all intellectual property rights in the Materials which are protected by copyright law. You agree that these Materials are for your own business use and that you will not license, sell, rent, lease, transfer, assign or otherwise commercially exploit or make the Materials available to any third party.
11. You warrant that you have all necessary rights and permissions in any photographs, films, videos, or other materials, whether or not image-based, that you upload or authorise the AOP to upload from time to time to the AOP's websites (to your Galleries, for example) and to the AOP's online social media and other platforms and accounts. You agree to indemnify the AOP and keep it and its respective officers and employees indemnified on a continuing basis against all liabilities, claims, costs (including legal costs), damages and expenses (including licence fees) claimed or incurred by reason of any breach of your warranty.
12. By uploading your content to the AOP's websites, platforms and accounts, you grant us a non-exclusive licence to display, reproduce, adapt, modify and publish that content in any media, without payment, until the termination of your membership, for the purposes of promoting and publicising you, the AOP and its associated activities. You will be credited whenever the work is published or displayed on the AOP's own platforms and accounts.
13. The AOP shall not be liable for any loss of profit, loss of contracts, loss of business or revenues, loss of production or for any indirect, special or consequential loss, damage, costs, expenses or other claims (whether caused by the negligence of the AOP, AOP's employees, agents or sub-contractors or otherwise) which arise out of or in connection with your membership and use of the services and benefits provided.
14. No delay or omission by a party in exercising any right or remedy under these Terms and Conditions shall operate to impair or be construed as a waiver of such right or remedy. Any single or partial exercise of any such right or remedy shall not preclude any further exercise or the exercise of any other right or remedy.
15. Neither you nor we shall be entitled to assign, transfer, delegate or sub-contract the whole or any part of our respective rights and obligations under these Terms and Conditions without the prior written consent of the other party (such consent not to be unreasonably withheld or delayed).
16. These Terms and Conditions along with the Members' Charter, the Code of Practice and the Memorandum and Articles of Association constitute the entire agreement between you and us with respect to their subject matter.
17. If any part of these Terms and Conditions is found by any court or other competent authority to be invalid, unlawful, or unenforceable then such part shall be severed from the Terms and Conditions and the remainder shall continue to be valid and enforceable to the fullest extent permitted by law.

18. Nothing in these Terms and Conditions shall be construed so as to give rise to any agency, joint venture, partnership or relationship of employer and employee between you and us.
19. The provisions of these Terms and Conditions are for the benefit of the parties and are not intended to confer upon any person except the parties any rights or remedies under this agreement. No person who is not a party to these Terms and Conditions shall have any right to enforce any of its terms pursuant to the Contracts (Rights of Third Parties) Act 1999.
20. These Terms and Conditions are governed by the laws of England & Wales and the parties hereby irrevocably submit to the non-exclusive jurisdiction of the courts of England & Wales.

The Association of Photographers Limited, June 2023 v.3.0