



MEMBERSHIP AGREEMENT

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THE PARTIES:

1. **The Association of Foreign Banks** (“AFB”, “us”, “we”, etc.) of 4th Floor, 28 Austin Friars, London, EC2N 2QQ. We are a membership body for foreign banks in the UK.
2. **You, the Bank, the Foreign Bank, the Member** (“you”, “the Bank”, “the Member”), any Foreign Bank who subscribes to membership of the AFB in order to take advantage of the membership benefits.

AFB and the Bank are collectively referred to as the “Parties”, or individually as a party.

PURPOSE OF THE AGREEMENT:

The purpose of this agreement is to set out the duties and responsibilities of AFB as a membership body for foreign banks in the UK and the duties of the Members.

AFB provides a platform for foreign banks to share best practice, engages with regulators, policymakers and other stakeholders on their behalf and supports a positive external profile for the sector.

By registering as a member of AFB, you are agreeing to accept the terms of this Membership Agreement, our [Event Booking Terms and Conditions](#), our [GDPR Policy and our Privacy Statement](#). Please read this agreement carefully and save it.

DEFINITIONS

“AFB Membership services” means services we provide as may be set out on Our Website and any other services that we may from time to time provide.

“Bank Employee” means any individual who for the purposes of this agreement has either: (i) been nominated by the Bank for gaining access to the AFB Membership services, or (ii) has signed up as an individual directly with the AFB, and who has a recognised Bank email address.

“Date of Commencement” means the date on which both we have accepted your completed AFB Membership Form and you have paid your membership fee.

“GDPR” means the Data Protection Act 2018 (DPA 2018)

“Main Contact” means the point person at the Bank who administers your relationship with the AFB.

“Member Bank” means any bank that has paid its annual subscription to AFB.

“Our Website” means any website or service designed for electronic access by mobile or fixed devices which is owned or operated by us. It includes all web pages controlled by us, or any 3rd party we commission.

“Services” means all the services available via Membership, whether free or charged.

A. BASIS OF CONTRACT

1. This Agreement begins on the Date of Commencement and will continue until 31 December of that calendar year, subject to the provisions for earlier termination.
2. At AFB’s sole discretion, membership may in practice be deemed to roll over from one calendar year to the next, so long as payment of fees is made by 31 March in that next calendar year.
3. Any continuation after the end of the calendar year is a new contract in the terms then shown on Our Website. Your continued use of our services shall be deemed acceptance by you of any changes in service, system and/or terms. You will be notified of any changes via email.

B. MEMBERSHIP AND FEES

4. Purchase of AFB Membership entitles you to AFB Membership services.
5. Payment for an AFB Membership is for one calendar year (01 January – 31 December) (or pro-rated if joined part way through the year).
6. Membership fees are calculated according to the number of UK employees at the bank at the start of the subscription year (01 January). It is the bank’s responsibility to provide correct and up to date information to this effect. No changes to fees can be made in a subscription year, any changes will take effect in the following year.
7. We reserve the right to amend our annual membership fee at any time, to take effect at the start of the next subscription year/renewal period.
8. You may not transfer your AFB Membership to any other Bank.
9. You will pay all sums due to us (within the specified payment period as outlined on your invoice) under this agreement by the means specified without any set-off, deduction or counterclaim.

10. All money paid by you to us is non-refundable and cancellation and/or termination of this agreement by you or us at any time for any reason will not entitle you to a refund of money paid for any Service unless by prior agreement.
11. We reserve the right to modify the terms and conditions of this agreement at any time, without notice. Your continued use of the AFB Membership after such modifications shall be deemed an acceptance by you to be bound by the terms of the modified agreement. You will be notified of any changes via email.

C. MEMBERSHIP RENEWAL

12. In January of each year, we shall notify you that your AFB Membership is due for renewal and send you an invoice at the same time.
13. It is your responsibility to arrange for payment of the membership invoice. Should the invoice not be paid, your AFB Membership shall lapse at the expiry of the period for which you have paid.
14. It is the responsibility of each Member to notify AFB by 01 December should you wish to terminate your Membership for the following year. Any member who does not notify the AFB of their intention to terminate their Membership and continues to take advantage of the Membership Benefits will be charged pro rata.
15. Notwithstanding the above, membership renewal is not guaranteed. AFB reserves the right to refuse a membership renewal.

D. OBLIGATIONS AND DUTIES

16. Both parties will abide by the terms set out in this Membership Agreement, our [Event Booking Terms and Conditions](#) and our [GDPR Policy and our Privacy Statement](#).
17. AFB will comply with the following obligations and duties:
 - i. We will provide you with opportunities to engage with a range of AFB events and activities. You will be notified in good time about upcoming events and will be sent regular updates.
 - ii. You are encouraged to participate actively in AFB events. The [Terms and Conditions for our events are attached at Schedule A](#)
 - iii. We will let you know at the earliest opportunity if events have been cancelled and when appropriate will endeavour to host a replacement.

E. TERMINATION

18. Subject to any earlier termination in any permitted circumstances, this agreement shall continue to operate until membership ceases.

19. This agreement may also be terminated by:

- i. agreement between us and you; or
- ii. automatically following a breach of the Agreement.
- iii. automatically if the Member has material objection to the use of a 'new' sub processor.

20. On termination no fees are refundable.

21. Termination by either party shall have the following effects: -

- i. your right to use AFB Membership services ceases immediately; and
- ii. we are under no obligation to forward any unread or unsent messages to you or any third party.
- iii. all individuals associated with your Bank will have their accounts archived.
- iv. personal data provided by the Bank will be archived or returned to the bank as required.

22. The following actions constitute a non-exhaustive list of examples of breaches giving rise to the possible termination of this agreement:

- i. Inappropriate behaviour at events held by AFB;
- ii. Inappropriate content posted on our social media sites;
- iii. Inappropriate spamming of other members and hard selling; and/or
- iv. Assigning membership to anyone else.
- v. Behaviour by the member or its staff, which, in the reasonable opinion of AFB, could damage the reputation of AFB or otherwise bring AFB into disrepute.

23. We retain the right, at our sole discretion, to terminate any and all parts of the Services provided to you, without refunding to you any fees paid if we decide in our absolute discretion that you have failed to comply with any of the terms of this Membership Agreement.

F. DATA



24. You undertake to provide to us your current postal address, e-mail address and telephone numbers for your Main Contact and other Bank Employee contacts as often as they are changed together with all information that we may require to enable us to fulfil our obligations under this contract.
25. You agree that you will provide accurate, up to date, and complete information about your Bank.
26. Parties entering into this Agreement agree that they share Personal Data with each other as separate controllers. As such, this agreement constitutes a Controller-to-controller agreement for the purposes of data handling.
27. Mutual rights and obligations in this Controller-to-controller agreement with regard to the processing of Personal Data by Parties are outlined In Schedule B.

G. DISCLAIMERS AND LIMITATION OF LIABILITY

28. All implied conditions, warranties and terms are excluded from this agreement.
29. AFB does not provide legal advice and nothing in this agreement either explicitly or implicitly should be taken as such.
30. Our Website and AFB Membership services are provided “as is”. We endeavour to make our services useful, available and fit for purpose for our Members, but we make no representation or warranty that any service will be:
- i. useful to you;
 - ii. of satisfactory quality;
 - iii. fit for a particular purpose; and/or
 - iv. available or accessible, without interruption, or without error.
31. We claim no expert knowledge in any subject. We disclaim any obligation or liability to you arising directly or indirectly from information you take from Our Website or Events Programme.
32. We make no representation or warranty and accept no responsibility in law for:
- i. accuracy of any Content or the impression or effect it gives;
 - ii. delivery of Content, material or any message;
 - iii. privacy of any transmission;
 - iv. the conduct, whether online or offline, of any user of Our Website or our services;

- v. failure or malfunction of computer hardware or software or technical equipment or system connected directly or indirectly to your use of our services.
- vi. loss or damage resulting from your attendance at an event organised through Our Website or our Services;
- vii. any act or omission of any person or the identity of any person who introduces himself to you through Our Website;
- viii. any aspect or characteristic of any goods or services advertised on Our Website.
- ix. You agree that in any circumstances when we may become liable to you, the limit of our liability is the amount you have paid us in the immediately preceding 12-month period for the services concerned.
- x. Except in the case of death or personal injury, our total liability under this agreement, however it arises, shall not exceed the sum of £1,000. This applies whether your case is based on contract, tort or any other basis in law.

33. We shall not be liable to you for any loss or expense which is:

- i. indirect or consequential loss; or
- ii. economic loss or other loss of turnover, profits, business or goodwill even if such loss was reasonably foreseeable or we knew you might incur it.

34. All paragraphs that exclude or restrict our liability apply to our directors, officers, employees, subcontractors, agents and affiliated companies (who may enforce this clause under the Contracts (Rights of Third Parties) Act 1999, as well as to ourselves.

35. If you become aware of any breach of any term of this agreement by any person, please tell us either by telephone or email. We welcome your input but do not guarantee to agree with your judgement.

36. Nothing in this agreement shall be construed as limiting or excluding our liability for death or personal injury caused by our negligence.

37. You agree to indemnify us against all costs, claims and expense arising directly or indirectly from:

- i. your failure to comply with the law of any country;
- ii. your breach of this agreement;
- iii. any act, neglect or default by any agent, employee, licensee or customer of yours;
- iv. a contractual claim arising from your use of our services; and
- v. a breach of the intellectual property rights of any person.



H. MISCELLANEOUS MATTERS

38. You undertake to comply with the terms relating to the protection, security and storage of data, the content you post to Our Website, and intellectual property which are contained with Our [GDPR Policy and our Privacy Statement](#).
39. If any term or provision of this agreement is at any time held under the laws of England and Wales to be void, invalid or unenforceable, then it shall be treated as changed or reduced, only to the extent minimally necessary to bring it within such laws and to prevent it from being void and it shall be binding in that changed or reduced form. Subject to that, each provision shall be interpreted as severable and shall not in any way affect any other of these terms.
40. Any obligation in this agreement intended to continue to have effect after termination or completion shall so continue.
41. No failure or delay by any party to exercise any right, power or remedy will operate as a waiver of it nor indicate any intention to reduce that or any other right in the future.
42. In the event of a dispute between the parties to this agreement, then they undertake to attempt to settle the dispute by engaging in good faith with the other in a process of mediation before commencing arbitration or litigation.
43. This agreement does not give any right to any third party under the Contracts (Rights of Third Parties) Act 1999 or otherwise, except that any provision in this agreement which excludes or restricts the liability of our directors, officers, employees, subcontractors, agents and affiliated companies, may be enforced under that act.
44. The validity, construction and performance of this agreement shall be governed by the laws of England and Wales, and you agree that any dispute arising from it shall be litigated only in England and Wales.
45. In the event of any issues with your membership, please email us at secretariat@foreignbanks.org.uk

SCHEDULE A: TERMS AND CONDITIONS FOR AFB EVENTS

I. ARRIVALS AND REGISTRATION

1. We politely request that delegates arrive in good time for their event, at least ten minutes prior to the event's start time. For late arrivals, you will only be allowed to join the event when it does not disturb the presenters or delegates. We appreciate that some situations are unavoidable but would ask that you try to mitigate these by allowing plenty of time for your journey to the event.
2. It is the responsibility of each delegate to ensure their attendance is registered at each event. The AFB can only issue a certificate of attendance to those delegates whose attendance can be verified.

J. INVOICE AND PAYMENTS

1. All invoices issued for events must be settled within 28 days of the date of issue, except in the case of training programmes, when payment will be required upfront by the date advised on the invoice.
2. For on-demand training programmes, payment is required in full prior to course commencement.

K. CANCELLATIONS

1. Cancellations will only be accepted in writing and will be refunded in full, up to ten days prior to the event date, subject to a £30 plus VAT administration fee. No refunds will be given for cancellations received within ten days of the event date.
2. Should you be unable to attend an event, a substitute is welcome at no extra charge. Please notify us at least two working days before an event of the substitution's details.
3. Cancellations and substitutions should be sent in writing to secretariat@foreignbanks.org.uk.
4. We understand that plans change, we ask all delegates to cancel your place at an event if you are no longer able to attend. This will allow us to reallocate your place to another member.
5. The AFB is not responsible for the non-arrival of confirmation documents. Your booking will be acknowledged. If you do not receive an acknowledgement, please contact the AFB via email secretariat@foreignbanks.org.uk
6. The AFB is not responsible for any IT issues caused by a member's IT system or internet connection that may impact your attendance or experience at an AFB virtual event. In this circumstance, no refund will be given.
7. The AFB reserves the right to refuse entry to delegates for non-payment or failure to comply with the [Membership Agreement](#).

8. The AFB reserves the right to cancel an event, to change the venue, content, and method of delivery of the programme at any time.

L. DATA PROTECTION AND PRIVACY

1. The information you provide to us when you make your booking will be used by the AFB to arrange and administer the event, including ensuring that all health and safety requirements are met. We may employ third parties to manage events on our behalf.
2. We will use the name and company details you give us to send you other information we think you may be interested in, including invitations to events and details of our publications, unless you choose not to receive these. You can opt out of further communications by contacting secretariat@foreignbanks.org.uk
3. More details about how we will use your personal information, including your rights, can be found [here](#)

M. PHOTOGRAPHY/FILMING

1. Photography and filming and/or recording may take place at AFB events (whether in-person or virtual). Photographs, video footage and/or event recordings collected at AFB events may be shared with AFB members and/or held on our website and/or used by us for marketing materials, advertising and other documents that may be made available to the public.



SCHEDULE B: GDPR, DATA CONTROL AND PROCESSING

A. PRIVACY

1. All personal and corporate information is only used by us for our own business purposes.
2. We will not pass your details to third parties without your permission. When you enter into Membership with AFB, you are giving your permission for the Data Subjects' names, employer Bank's name, job title, email address and food preferences to be passed to third party partners and event organisers for the purposes of security, logistics and refreshment.
3. When you join any Committee, Network, Policy Working Group, Training Group or any other group with AFB, you are giving your permission for the Data Subjects' names, employer Bank's name, job title, email address and food preferences to be shared with other members of that same group for the purposes of networking and shared correspondence from AFB.
4. You agree that we may disclose your information including assigned IP numbers, account history, account use, etc. to any judicial or proper legal authority who makes a written request without further consent or notification to you.
5. Upon becoming an AFB member, the Bank's membership status will be published on Our Website.
6. You are referred to our more comprehensive [Privacy Policy](#) on Our Website, which complies fully with the relevant law.

B. PERSONAL DATA

7. The personal data provided by the Bank to the AFB is limited in nature and is provided by the Bank to AFB on the lawful basis of 'Performance of a Contract'. These data may include any or all of:
 1. Title
 2. Given Name (First name)
 3. Family Name (Surname)
 4. Job Title
 5. Email address
 6. Phone number
 7. Business Address
 8. Areas of interest

8. AFB accepts registrations from individuals who must be employees of a Member Bank. AFB provides individuals' personal data to the Bank on the basis of, performance of a contract. Individuals who do not wish their data to be shared with the member Bank are not allowed to register. These data may include any or all:

1. Title
2. Given Name (First name)
3. Family Name (Surname)
4. Job Title
5. Email address
6. Areas of interest
7. Events attended
8. Committee Membership
9. Other data added by the individual

C. JOINT CONTROLLER OBLIGATIONS

9. Once a Bank is accepted as a member you may submit to AFB a list of individuals who will be authorised to use the AFB Member Portal.
10. When you send the personal information of your employees, you enter into a data processing contract between you the controller and AFB as a joint controller.
11. You warrant that the personal data you send to us has been collected and is provided by you, to us following all the GDPR and DPA 2018 rules and regulations, including lawful basis, transparency and the rights of the individuals.
12. As joint controllers AFB and the Bank agree the following principles:
 1. Parties agree that they will only act on the written instructions agreed by the joint controllers;
 2. Parties agree to ensure that people processing the data are subject to a duty of confidence;
 3. Parties will take appropriate measures to ensure the security of processing;
 4. Either Party may reasonably engage or change processors or sub-processors without notifying the joint controller, so long as the relevant data protection clauses are present and the controller appointing the processor or sub-processor has ensured that the relevant safeguards and security controls are applied. The controller appointing the processor or sub-processor is responsible for ensuring that the data protection principles are upheld;

5. Parties agree that they will assist the joint controller in providing subject access and allowing data subjects to exercise their rights under the GDPR;
 6. Parties agree that they will assist the joint controller in meeting their GDPR obligations in relation to the security of processing, the notification of personal data breaches and data protection impact assessments;
 7. Parties agree that they will delete or return all personal data to the joint controller as requested at the end of the contract;
 8. Parties agree that they will submit to audits and inspections and provide the joint controller with whatever information it needs to ensure that they are both meeting their Article 28 obligations – at the expense of the requesting controller.
 9. Parties agree that they will tell the joint controller immediately if it is asked to do something infringing the GDPR.
13. AFB and the Bank agree to abide by the clauses above in relation to the shared personal data of individual Bank employees held by the Bank and AFB and solely in relation to access to the AFB Membership portal and of who from the Member Bank has registered as an individual employee to use the portal.

D. 3RD PARTIES – PROCESSOR OR SUB-PROCESSORS

14. The AFB uses sub-processors in order to provide the membership services.
15. These processors support the Information Technology in use by AFB and provide the website, portal, accounting and membership data base services and other services the AFB needs to maintain membership records and provide information.
16. The AFB has contracts with its processors and sub-processors which ensure that they treat the personal data they have access to in the same way as AFB. These contracts have standard data protection clauses, and each meet the organisational and security standards required by the GDPR and DPA 2018.
17. Where AFB needs to appoint a new sub-processor or change an existing processor, the Bank agrees that consent shall be implied provided that the contracts in place continue to provide the same level of assurance, and security according to the controls stated above.
18. If consent for AFB to appoint a new sub-processor is explicitly refused by the Bank, the Bank may terminate its membership immediately and all of the personal data will be archived or given back to the Bank in the case of personal data provided by the bank. In the case of personal data provided by individuals, the data will be archived.

E. SECURITY OF YOUR CREDIT CARD

19. We take care to make Our Website safe for you to use. Card payments, to the extent that they are taken online, are not processed on a page controlled by us. We may use one or more online payment service providers who will encrypt your card or bank account details in a secure environment.
20. If you have asked us to remember your credit card details in readiness for your next purchase or subscription, we will securely store your payment details on our systems. These details will be fully encrypted and only used to process your automatic payments or other transactions which you have initiated.

