

ASSOCIATION OF HIGHER EDUCATION PROFESSIONALS

MEMBERSHIP TERMS AND CONDITIONS

1. Interpretation

1.1 In these Terms, the following definitions apply:

Accredited Member: means an accredited member of AHEP, as described at Schedule 1.

Affiliate: means an affiliate of AHEP, as described at Schedule 1.

AHEP: means the Association of Higher Education Professionals a charitable incorporated organisation registered with the Charity Commission with registration number 1179422 and whose registered office is at B1 George Begg Building, University of Manchester, Sackville Street, Manchester M1 3BB.

Applicant: means an individual who has submitted an Application to AHEP. **Applicants** shall be construed accordingly.

Application: means the submission by the Applicant of an Application Form and initial Subscription Fee to AHEP.

Application Form: means the form to be submitted by the Applicant which is available on request.

Associate: an associate of AHEP, as described at Schedule 1.

Benefits: means those benefits described in Schedule 1 to these Terms.

Business Day: a day, other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

Category: means those categories of Subscribership particularised in Schedule 1 of these Terms.

Collective Trade Marks: means the "Association of Higher Education Professionals" word and figurative collective trade marks, particulars of which are set out within Schedule 1 of these Terms.

Collective Trade Mark Regulations: means the regulations governing the Full Subscriber's use of the Collective Trade Marks, as set out within Schedule 2 of these Terms.

Contract: means the legally binding contract between the Subscriber and AHEP, comprising of the Application Form, these Terms and the Schedules.

Consumer: has the meaning given to it in the Regulations.

Criteria: means those criteria described in Schedule 1 including but not limited to the exhibition of an interest in higher education administration and management, and observation and advancement the AHEP Statement of Values and Professional Behaviour during the Subscription Period.

Data Protection Legislation: any data protection legislation from time to time in force in the UK including the EU law retained version of the General Data Protection Regulation ((EU) 2016/679) (**UK GDPR**), the Data Protection Act 2018, and the Privacy and Electronic Communications Regulations 2003 (SI 2003 No. 2426) as amended, and all other legislation and regulatory requirements in force from time, or any successor legislation.

Fellow: means a fellow of AHEP, as described at Schedule 1.

Full Subscriber: means a Member, Accredited Member, Fellow and Honorary Fellow. For the avoidance of doubt, Affiliates and Associates shall not be deemed Full Subscribers.

Honorary Fellow: means an honorary fellow of AHEP, as described at Schedule 1.

Intellectual Property: means patents, rights to inventions, copyright and related rights, rights in software, trade marks (including the Collective Trade Marks), business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Loss: means any actions, awards, charges, claims, compensation, costs, damages, demands, expenses, fees, fines, interest, liabilities, losses, penalties, proceedings and settlements and **Losses** shall be construed accordingly.

Lapsed Subscriber: means a Subscriber that has failed to pay its Subscription Fee prior to the end of the Subscription Period.

Member: means a member of AHEP, as described at Schedule 1.

Subscription Period: means a period of 12 months (or other period where expressly agreed between

AHEP and the Subscriber) whereby the Subscriber is entitled to the Benefits.

Panel of Reviewers: means a panel appointed by the Trustees of AHEP.

Personal Data: as defined in the Data Protection Legislation.

Planned Professional Framework: means that framework which can be found on AHEP's website or is available on request.

Professional Conduct: means that conduct which can be found in Statement of Values.

Professional Statement: means that statement which can be found in Statement of Values.

Renewal Notice: means the notice provided by AHEP to the Subscriber outlining the Subscription Fee for the upcoming Subscription Period.

Subscriber: means an individual who has entered a Contract with AHEP in relation to any Category.

Subscribers, Subscription and Subscribership shall be construed accordingly.

Subscription Fee: means the fee payable by a Subscriber to AHEP (in consideration of its Subscribership) as outlined on the Application Form or renewal notice.

Statement of Values: means those values which can be found on AHEP's website or is available on request.

Terms: means these Membership Terms and Conditions.

The Regulations: means The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013.

Trustees: means those appointed to act as trustees of AHEP, in accordance with the definition in section 177 Charities Act 2011.

1.2 In these Terms, the following rules of interpretation apply:

1.2.1 a reference to a statute or statutory provision is a reference to such statute or provision as amended or re-enacted and includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted.

1.2.2 any phrase introduced by the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

1.3 In the event of any conflict or inconsistency between documents forming this Contract, the order of precedence shall be these Terms, the Schedules and the Application Form, with the document first appearing in this list taking precedent to the extent of such conflict or inconsistency.

1.4 These Terms apply to the Contract to the exclusion of any other terms that a Subscriber may seek to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.

1.5 A reference to writing or written includes emails.

2. Categories and Criteria

2.1 The An Applicant must at the time of Application exhibit the Criteria associated with the Category of Subscription they are applying for and, should Subscribership be confirmed, continue to exhibit this Criteria for the duration of the Subscription Period.

For the avoidance of doubt, Affiliates and Associates shall be entitled to the Benefits specific to that Category and all rights rising under or in connect with these Terms, save for those rights listed at clause 10 (Intellectual Property Rights), which shall be reserved for Full Subscribers.

3. Application Process and Basis of Contract

3.1 The submission of an Application constitutes an offer by the Applicant to purchase Subscribership in accordance with these Terms. Upon submission of an Application to AHEP the Applicant agrees to be bound by these Terms.

3.2 The Panel of Reviewers shall review all Applications and in doing so the Panel of Reviewers shall consider, amongst other factors:

3.2.1 evidence that the Applicant possess or displays a willingness to adhere to the Criteria; and

3.2.2 any additional criteria attached to the Category which the Applicant is applying for.

3.3 Applicants acknowledge that AHEP accepts Subscribers entirely at its discretion and that AHEP may decide for any reason to reject an Application.

3.4 AHEP reserves the right to terminate a Contract with immediate effect, and without the right of appeal, where it is found that an Applicant provided information which is subsequently found to be misleading or false.

- 3.5 AHEP shall use all reasonable endeavours to provide a response to all Applications within 20 days of receipt.
- 3.6 Once AHEP has approved an Application:
 - 3.6.1 Subscribership status shall be confirmed;
 - 3.6.2 a Contract between the parties shall come into existence; and
 - 3.6.3 the initial Subscription Period shall commence.
 - 3.6.4 Where an Application is rejected by AHEP, AHEP may return to the Applicant any Subscription Fee paid at the time of the Application and, if appropriate, provide the Applicant with guidance relating to how the Applicant might achieve Subscribership status in the future. Such guidance shall be discretionary and provided by AHEP on a reasonable endeavours basis.
- 3.7 Time shall not be of the essence with regards to AHEP's obligations under this clause 3.
- 3.8 Without prejudice to the generality of the remainder of clause 3, the status of Honorary Fellow may only be awarded to an individual by either the Trustees of AHEP or by the Full Subscribers at a general meeting of AHEP. Unsolicited applications for Honorary Fellow will not be considered.
- 3.9 For the avoidance of doubt, Subscribers shall not be deemed to be legal members of AHEP for the purposes of the Charities Act 2011.

4. Subscription Renewals and Payment

- 4.1 AHEP shall issue the Subscriber with a Renewal Notice no less than 30 days prior to the end of the Subscription Period (and each anniversary thereafter). The Renewal Notice shall contain details of the Subscription Fee for the coming year. Subscription Fees shall become due on the day immediately following the end of the current Subscription Period.
- 4.2 The right to renewal is discretionary and AHEP reserves the right to withhold the ability of a Subscriber to renew its Subscribership for any reason. AHEP may request evidence of the Subscriber's continued observance of the Criteria and any other criteria relevant to the specific Category prior to issuing a Renewal Notice.
- 4.3 If a Subscriber provides AHEP with less than 14 days' notice prior to the end of the Subscription Period that it does not wish to renew its Subscribership, AHEP shall be entitled, without further action of either party, to renew the Subscribership.
- 4.4 The inability of AHEP to renew the Subscription due to the Subscriber's failure to provide up to date information relating to the payment method or the payment method being declined shall result in this Contract being deemed to have been terminated and the Subscriber becoming a Lapsed Subscriber.
- 4.5 If a Lapsed Subscriber wishes to become a Subscriber again, AHEP reserves the right to request that the Lapsed Subscriber submits an Application pursuant to clause 2.1.
- 4.6 The Subscriber shall pay all fees due to under the Contract without any set off, abatement, counterclaim or other similar deduction and notwithstanding the presence of any dispute between the parties.
- 4.7 AHEP may at any time and without notice to the Subscriber, set off any of its liability to the Subscriber against any liability of the Subscriber to AHEP, whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises or has arisen under the Contract.

5. Continued Status and Upgrading Status

- 5.1 Accredited Members must apply to renew their status every three years. If renewal of status is unsuccessful or not sought, then the Subscriber's status shall revert to Member of AHEP.
- 5.2 Fellows must apply to renew their status every five years. If renewal is unsuccessful or not sought, then the Subscriber's status shall revert to Accredited Member.
- 5.3 Honorary Fellows are not required to renew their status.
- 5.4 Subscribers may upgrade to a higher Category on providing with Trustees with evidence of the Subscriber having satisfied the criteria for a higher Category.
- 5.5 The process for a Subscriber applying to renew their status or upgrading Category shall be identical to that applied for a new Applicant.

6. Obligations of AHEP

- 6.1 AHEP shall:
 - 6.1.1 provide or procure the provision of benefits in accordance with clause 7;

- 6.1.2 if necessary, enforce compliance with the Professional Conduct requirements;
- 6.1.3 maintain a public register of Full Subscribers.

6.2 AHEP shall use its reasonable endeavours to ensure that all information and guidance provided by it is as up to date as possible. Subscribers should not rely solely on the information provided as basis for making decisions.

7. Benefits

7.1 Subscribers shall be entitled to the Benefits specific to the Category which they possess throughout the Subscription Period.

7.2 Subscribers acknowledge that the Benefits are not an entitlement in accordance with Consumer Rights Act 2015 and are, therefore, not guaranteed.

8. Publicity

8.1 AHEP and the Subscriber consent to the other party publicising the existence of the Subscribership.

9. Variations to the Terms

9.1 AHEP reserves the right to update or modify these Terms from time to time.

9.2 AHEP shall provide all Subscribers with at least 30 days' written notice of any update or modification to the Terms. Upon expiry of such notice (the "**Effective Date**") the updated or modified Terms shall take effect and replace these Terms (becoming the Terms hereunder).

9.3 Should a Subscriber not wish to accept the proposed updated or modified Terms referred in clause 9.2, the Subscriber shall be entitled to terminate the Contract on giving AHEP written notice prior to the Effective Date. Subscribers who do not exercise this termination right by the Effective Date, will be deemed to have accepted the applicable updated or modified Terms.

9.4 Save where the law permits, any Subscriber terminating the Contract pursuant to Clause 9.3 shall not be entitled to a refund or rebate of any Subscription Fee paid.

10. Intellectual Property Rights

10.1 This clause 10 applies only to Full Subscribers. For the avoidance of doubt, Affiliates and Associates shall not under any circumstances be permitted to use the Collective Trade Mark.

10.2 AHEP grants all Full Subscribers a non-exclusive licence to use the Collective Trade Marks throughout the period of its Subscription, subject always to the Full Subscriber's compliance with:

10.2.1 these Terms; and

10.2.2 the Collective Trade Mark Regulations.

10.3 The Full Subscriber warrants and undertakes that it shall not assign or grant any sub-licence in respect of its use of the Collective Trade Marks.

10.4 The Full Subscriber shall immediately notify AHEP in writing giving full particulars, if any of the following matters come to its attention:

10.4.1 any actual, suspected or threatened infringement of the Collective Trade Marks;

10.4.2 any actual or threatened claim that the Collective Trade Marks (or any of them individually) are invalid;

10.4.3 any actual or threatened opposition to the Collective Trade Marks;

10.4.4 any claim made or threatened that use of the Collective Trade Marks infringe the rights (including the Intellectual Property Rights of any third party);

10.4.5 any person applies for, or is granted, a registered trade mark by reason of which that person may be, or has been, granted rights which conflict with any of the rights granted to the Full Subscriber under the Contract; or

10.4.6 any other form of attack, charge or claim to which the Collective Trade Marks may be subject; and shall not make any admissions relating to these matters, other than to AHEP, and shall provide AHEP with all assistance that it may reasonably require in the conduct of any claims or proceedings.

10.5 In respect of any of the matters listed in clause 10.1, AHEP shall:

10.5.1 decide what action if any to take; and

10.5.2 have exclusive control over, and conduct of, all claims and proceedings.

10.6 AHEP shall bear the cost of any proceedings relating to any of the matters listed in clause 9.1 and shall

be entitled to retain all sums that it recovers in any action for its own account.

- 10.7 Nothing in the Contract shall constitute any representation or warranty that:
- 10.7.1 any registration comprised in the Collective Trade Marks is valid;
 - 10.7.2 any application comprised in the Collective Trade Marks shall proceed to grant or, if granted, shall be valid; or
 - 10.7.3 the exercise by the Full Subscriber of rights granted under the Contract will not infringe the rights (including the Intellectual Property Rights) of any person.
- 10.8 To the fullest extent permitted by law, AHEP shall not be liable to the Full Subscriber for any Losses (whether direct, indirect or consequential, and whether economic or other) arising from the Full Subscriber's exercise of the rights granted to it under the Contract.
- 10.9 The Full Subscriber shall indemnify AHEP against all Losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred by AHEP arising out of or in connection with:
- 10.9.1 the Full Subscriber's exercise of its rights granted under the Contract, including any claim made against AHEP for actual or alleged infringement of a third party's Intellectual Property Rights arising out of or in connection therewith; or
 - 10.9.2 the enforcement of the Contract.

11. Data Protection

- 11.1 AHEP will collect and process information relating to Subscribers in accordance with its privacy notice, which can be found on AHEP's website or is available on request.

12. Termination

- 12.1 Without limiting its other rights or remedies, and further to the provisions contained within these Terms, AHEP may terminate the Contract with immediate effect by giving written notice to the Subscriber if:
- 12.1.1 pursuant to clause 4.4, AHEP is unable to renew a Subscription Fee; or
 - 12.1.2 the Subscriber acts in a manner which damages the activities or reputation of AHEP or is inconsistent with AHEP Statement of Values; or
 - 12.1.3 the Subscriber commits a breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 5 Business Days of being notified in writing to do so; or
 - 12.1.4 the Subscriber repeatedly breaches any of the terms of the Contract in such a manner as to reasonably justify the opinion that its practice is inconsistent with it having the intention or ability to perform the Contract; or
 - 12.1.5 the Subscriber dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing their own affairs or becomes a patient under any mental health legislation.
- 12.2 Without limiting its other rights or remedies, AHEP may suspend Subscribership under the Contract or any other contract between the Subscriber and AHEP if the Subscriber becomes subject to any of the events listed in clause 13.2.1 to clause 13.2.5, or AHEP reasonably believes that the Subscriber is about to become subject to any of them, or if the Subscriber fails to pay any amount due under a Contract on the due date for payment.
- 12.3 Termination of the Contract shall not affect any of the parties' rights and remedies that have accrued as at termination, including the right to claim damages in respect of any breach of this Contract that existed at or before the date of termination.
- 12.4 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination shall remain in full force and effect.

13. Consequence of Termination

- 13.1 On termination of a Contract the Subscriber shall, with immediate effect:
- 13.1.1 pay all sums owed to AHEP;
 - 13.1.2 cease to access any and all Benefits (including, for the avoidance of doubt, the Collective Trade Marks);
 - 13.1.3 promptly return or destroy (at AHEP's election and at the Full Subscriber's sole cost) any items

- provided by AHEP to the Full Subscriber displaying the Collective Trade Marks;
 - 13.1.4 remove of any accreditation or similar from its premise, stationary, email signature block; and
 - 13.1.5 cease from doing or saying anything which may give the impression that it continues to be a Subscriber or are in some way associated with or endorsed by AHEP.
- 13.2 AHEP reserves the right to retain any and all Subscription Fees paid by a Subscriber whose Subscribership is terminated.

14. Limitation of liability

- 14.1 Nothing in these Terms shall limit or exclude AHEP's liability for:
 - 14.1.1 death or personal injury caused by its negligence, or the negligence of its employees, agents or sub-contractors (as applicable);
 - 14.1.2 fraud or fraudulent misrepresentation; or
 - 14.1.3 any matter in respect of which it would be unlawful for AHEP to exclude or restrict liability.
- 14.2 Subject to clause 14.114.1:
 - 14.2.1 AHEP shall under no circumstances whatsoever be liable to the Subscriber, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any:
 - (a) loss of profit;
 - (b) loss of goodwill;
 - (c) loss of business;
 - (d) loss of business opportunity;
 - (e) loss of anticipated saving;
 - (f) loss or corruption of data or information; or
 - (g) any indirect, special or consequential Loss,
 - (h) that arises under or in connection with the Contract; and
 - 14.2.2 AHEP's total liability to the Subscriber in respect of all other Losses arising under or in connection with the Contract, whether in Contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the total price of the Subscription Fee for that Subscription Period paid or payable by the Subscriber to AHEP under the Contract.

15. Status

Nothing in this Contract is intended to, or shall operate to, create a partnership or joint venture between the parties, or to authorise either party to act as agent for the other, and neither party shall have authority to act in the name of or on behalf of or otherwise to bind the other in any way (including the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

- 16. **Force majeure.** Neither party shall be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under the Contract if such delay or failure result from events, circumstances or causes beyond its reasonable control.

17. Assignment and other dealings.

- 17.1.1 AHEP may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Contract.
- 17.1.2 The Subscriber shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under the Contract.

18. Confidentiality.

- 18.1.1 Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted by clause 18.1.2.
- 18.1.2 Each party may disclose the other party's confidential information:
 - (a) to its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of carrying out the

party's obligations under the Contract. Each party shall ensure that its employees, officers, representatives, contractors, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 188.1.2(a); and

- (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

18.1.3 Neither party shall use the other party's confidential information for any purpose other than to perform its obligations under the Contract.

19. Entire agreement.

19.1.1 The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

19.1.2 Each party acknowledges that in entering into the Contract it does not rely on, and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract.

19.1.3 Nothing in this clause shall limit or exclude any liability for fraud.

20. Variation. Except as set out in these Terms, no variation of the Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

21. Waiver. A waiver of any right or remedy under the Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.

22. Severance. If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this agreement. If any provision or part-provision of this Contract deleted under this clause 22 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

23. Notices.

23.1.1 Any notice given to a party under or in connection with the Contract shall be in writing and shall be delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or sent by email to the address specified in the Application Form (as updated from time to time) for the Subscriber or hello@ahep.ac.uk for AHEP.

23.1.2 Any notice shall be deemed to have been received:

- (a) if delivered by hand, at the time the notice is left at the proper address;
- (b) if sent by next working day delivery service, at 9.00 am on the second Business Day after posting; or
- (c) if sent by email at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this clause 23.1.2(c), business hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.
- (d) This clause 23 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any other method of dispute

resolution.

24. **Third party rights.** Unless it expressly states otherwise, the Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.
25. **Governing law.** The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by, and construed in accordance with the law of England and Wales
26. **Jurisdiction.** Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.

SCHEDULE 1 –CATEGORIES, CRITERIA & BENEFITS

Category	Description	Criteria	Benefits
<i>Affiliate</i>	<p>The initial category of membership allocated to a non-member. A non-voting grade for future Associates, Members, Accredited Members and Fellows.</p> <p>Suitable for graduates / students and others with an interest in the sector.</p>	No specific criteria save for displaying an interest in the sector	<p>Access to a limited number of resources and events.</p> <p>Affiliates are not permitted to use the Collective Trade Mark.</p>
<i>Associate</i>	<p>Open to Higher Education (HE) professionals who are seeking to build their experience within the sector, or looking for their first role in HE.</p> <p>Suitable for those employed in a HE institute who are:</p> <ul style="list-style-type: none"> carrying out varied tactical and administrative work for immediate colleagues performing day-to-day tasks, such as answering queries, booking people onto training, or gathering information to support people programmes in a related profession or field and want to stay informed and connected 	Confirmation by the Applicant that they have achieved or are working towards the key competencies contained within the Planned Professional Framework.	<p>Access to AHEP's annual conference, and discounted rate;</p> <p>Access to AHEP's CPD Tool and Subscriber events</p> <p>Online/hybrid access to AHEP's workshop/webinar series.</p> <p>Access to help and support-based benefits (e.g. technical advice sheets).</p> <p>Access to Subscriber's area on the AHEP's website.</p> <p>Access to AHEP's mentoring programme (as a mentee).</p> <p>Relevant networking opportunities. Access to all AHEP's services, including consultancy.</p> <p>Access to institutional tours.</p> <p>Associates are not permitted to use the Collective Trade Mark.</p>
<i>Member (MAHEP)</i>	<p>Open to HE professionals with experience completing the type of work particularised for an Associate but more particularly those:</p> <ul style="list-style-type: none"> delivering 'hands-on' operational work with some complexity that supports wider department or team needs who use experience and expertise to implement solutions and projects who are collaborating with, and influencing, immediate stakeholders who are using evidence and information from different sources to inform your decisions and actions 	Confirmation by the Applicant that they have achieved or are working towards all competencies contained within the Planned Professional Framework.	<p>Professional recognition through contributions to the AHEP's monthly newsletter, certification and use of the Collective Trade Mark.</p> <p>Access to the Professional Framework.</p> <p>Tailored to support progress to the next Category.</p> <p>Full access to Mentoring Programme. (Mentor/Mentee).</p> <p>Access to further discounts e.g. group bookings.</p> <p>Access to mentoring circles.</p> <p>Access to community groups.</p> <p>Access to career circles/bubbles such as PgCert.</p> <p>Relevant networking opportunities.</p>
<i>Accredited Member (AMAHEP)</i>	<p>Open to HE professionals with experience of working operationally while thinking strategically. AMAHEP's will tend to be those who:</p> <ul style="list-style-type: none"> drive change within their area of business demonstrate awareness of the wider impact of their work on the organisation can provide insight and perspective on relevant trends outside of their institution evaluate, question and assess information from a range of sources to make evidence-based judgements and decisions 	Five years' (or more) experience of working at a level of seniority and confirmation by the Applicant that they have achieved or are working towards all competencies contained within the Planned Professional Framework.	<p>In addition to the Benefits received by a Member, Accredited Members may receive:</p> <p>Opportunities to have learnings and experience shared via AHEP web platforms.</p> <p>Access to specialist events, not available to previous Categories.</p> <p>Opportunities to participate in study tours.</p> <p>Shadowing and access to extended individual work experience.</p> <p>CV review.</p>

<i>Fellow (FAHEP)</i>	<p>Open to HE professionals with experience of working strategically on matters involving a high level of complexity. FAHEP's will tend to be those whose:</p> <ul style="list-style-type: none"> • whose work will usually be entirely strategic in thinking and/or delivery • whose evidence-based thinking is driving significant change for your institution and/or beyond • influences is shaping the future strategy <p>FAHEP's will also be involved with the development of future senior HE professionals</p>	<p>Three years' experience at senior management level (or related experience) within the HE sector and confirmation by the Applicant that they have achieved or are working towards all competencies contained within the Planned Professional Framework.</p>	<p>In addition to the Benefits received by Associates, Members and Accredited Members, Fellows may receive:</p> <p>Opportunity to become a recognised voice in the sector via AHEP channels.</p> <p>Peer Recognition via post-nominals / Fellow member badge.</p> <p>Professional recognition: Being seen to do the right thing.</p> <p>Professional recognition: Being seen as a Thought Leader.</p> <p>Recognition/endorsement by AHEP (foundations in place/one programme).</p> <p>Access to executive coaching.</p> <p>Access to specialist mentoring.</p> <p>Access to accreditation application builder.</p> <p>Access to Honorary Fellowship retreat/support.</p> <p>Professional recognition: Fellow certificate.</p> <p>Professional recognition: Fellow status.</p> <p>Professional recognition: Increased credibility and sector visibility.</p> <p>Opportunity to support the next generation.</p> <p>Opportunity to become a board member.</p>
<i>Honorary Fellow (HFAHEP)</i>	<p>This category is reserved for a select number of senior HE professionals in recognition of their outstanding contributions to the sector and who have earned a reputation for their advocacy on behalf of the professional services community.</p> <p>It is expected that those individuals appointed as Honorary Fellows will act as ambassadors for the aims and values of the organisation.</p>	<p>Discretionary and subject to the individual being nominated.</p>	<p>Full access to the benefits available to Fellows, without voting rights.</p>

SCHEDULE 2 - COLLECTIVE TRADE MARKS

REGULATIONS GOVERNING USE OF THE COLLECTIVE MARKS OF THE ASSOCIATION OF HIGHER EDUCATION PROFESSIONALS ("AHEP")

1. Introduction

- a. AHEP is a professional trade association, established with the object to advance and assist in the advancement of education by fostering sound methods of leadership, management and administration in further and higher education by education, training, and other means.
- b. AHEP is a charitable incorporated organisation registered with the Charity Commission in England and Wales (registration number 1179422).
- c. AHEP operates a subscribership scheme and individuals that are Full Subscribers (as described in paragraph 3, below) of AHEP will be entitled to use the following collective trade marks:
 - i. UK00003903364 (word mark: "Association of Higher Education Professionals");
 - ii. UK00003903367 ((figurative mark: "ahep Association of Higher Education Professionals"),

(hereafter, the "**Collective Trade Marks**").
- d. Full Subscribers must also comply with AHEP's published Terms and Conditions (which are available at <https://ahep.ac.uk/wp-content/uploads/2023/09/AHEP-Membership-Terms-and-conditions-v4-23.08.23.pdf>).
- e. These Regulations govern use of the Collective Trade Marks.

2. The persons authorised to use the Collective Trade Marks

- a. In order to use the Collective Trade Marks, an individual must:
 - i. meet the criteria to become a Full Subscriber, as set out in paragraph 3, below;
 - ii. apply to AHEP to be a Member, Associate Member, Fellow or Honorary Fellow, each of which are as described in paragraph 3, below;
 - iii. once approved for membership, pay all applicable subscription fee, as determined within AHEP's published Terms and Conditions; and
 - iv. at all times adhere to the conditions of use set out within paragraph 4, below.
- b. AHEP may at its discretion refuse any application from any individual to become a Full Subscriber.

3. The requirements for membership of AHEP

To be accepted and continue as a **Full Subscriber** of AHEP, an individual must fulfil AHEP's criteria to become a:

- i. Member;
- ii. Accredited Member;
- iii. Fellow; or
- iv. Honorary Fellow,

as set out further in AHEP's published Terms and Conditions.

4. Conditions governing use of the Collective Trade Marks

- a. The Collective Trade Marks shall:
 - i. not be used without indicating that they are Collective Trade Marks of AHEP;

- ii. only be used in conjunction with the name of the Full Subscriber and to indicate their subscribership with AHEP;
 - iii. not be used in any member's logo or trading name;
 - iv. be used by the member without modification or adaptation which, in the case of the "ahep Association of Higher Education Professionals" figurative mark, means as that mark is represented on the United Kingdom Intellectual Property Office's trade marks register;
 - v. be used by the Full Subscriber to indicate that they are a Full Subscriber of AHEP;
 - vi. not be used in such a way as to imply or suggest that any services comply with any national standards; and
 - vii. be used in a format prescribed by AHEP.
- b. Use of the Collective Trade Marks is subject always to the Full Subscriber's:
- i. compliance with AHEP's published Terms and Condition; and
 - ii. payment of all applicable subscription fees to AHEP.
- c. Full Subscribers shall have no authority to licence, assign, exploit or otherwise deal with the Collective Trade Marks other than as set out in these Regulations and AHEP's published Terms and Conditions.
- d. On any individual ceasing to be a Full Subscriber of AHEP, that individual's right to use the Collective Trade Marks shall terminate immediately and they shall be required to promptly destroy or return to AHEP (at AHEP's election) all materials embodying or otherwise incorporating the Collective Trade Marks.

5. Sanctions for misuse of the Collective Trade Marks

- a. A breach of these Regulations or any misuse of the Collective Trade Marks by any Full Subscriber may result in:
- i. an investigation by AHEP regarding the severity of the breach in question;
 - ii. a temporary or permanent suspension of the Full Subscriber's right to use the Collective Trade Marks;
 - iii. suspension or withdrawal of the Full Subscriber's subscribership of AHEP; or
 - iv. legal proceedings being issued or initiated by AHEP (including but by no means limited to proceedings for trade mark infringement and/or passing off).
- b. AHEP's decision in respect of the breach of these Regulations shall be final and shall not be subject to appeal by the member.