

Membership Terms and Conditions

Welcome to our membership terms and conditions (the “**Membership Terms and Conditions**”).

These Membership Terms and Conditions apply in addition to, and should be read in conjunction with, our user terms and conditions (the “**User Terms and Conditions**”) which are incorporated into these terms by reference (collectively, the “**Terms**”). If there is any conflict between these Membership Terms and Conditions and our User Terms and Conditions then these Membership Terms and Conditions shall prevail.

These Membership Terms and Conditions use the same defined terms as those contained in our User Terms and Conditions, except where otherwise indicated.

1. Overview

We offer several tiers of Creative UK membership. The different membership tiers and the respective benefits and fees relating to each are updated from time to time and will be confirmed following the submission of an application for membership. Further information on Creative UK membership can be found on our website here: <https://federation.wearecreative.uk>.

On becoming a member of Creative UK you agree to be bound by the Terms which will govern our relationship with you.

The information you provide to us when you apply for membership is important and you hereby warrant that such information is accurate, true and up-to-date. You also undertake to promptly inform us of any material changes to the information you have provided.

We reserve the right to refuse any application for membership or membership renewal in our absolute discretion.

2. Membership Eligibility

Please note that the below are guidelines and all memberships are at our absolute discretion.

Individual Members:

Individuals can apply for membership provided they are actively undertaking a creative activity, training for a career in the creative industries or a freelancer or sole trader in the creative industries. We reserve the right to request evidence of this.

Our student membership is open to students who are aged 16 years or over. Otherwise individual members must be at least 18 years of age. We reserve the right to request evidence of your age.

Organisational Members:

Organisational memberships can include but are not limited to large, small and micro businesses, charities and not-for-profit organisations, education and training providers (including apprenticeship training agencies, online course providers or other providers or facilitators of education or training), trade bodies and arts and cultural organisations.

A not-for-profit organisational member must be duly incorporated and registered in the UK as such. A charitable organisational member must be registered with the Charity Commission and provide us with its charity registration number. We reserve the right to request further evidence in respect of the not-for-profit or charitable status of any relevant membership application.

Education and training providers must be actively involved in the provision of education and training, offering courses or training in creative, arts, digital, design or craft subjects.

Trade body members must be organisations whose main activity is promoting the interests of one or more of the creative industry sub-sectors listed below or which represent or are founded or funded by member individuals or organisations whose main business activity falls within one or more such sub-sectors:

- Advertising and media
- Architecture
- Broadcasting
- Crafts
- Creative education
- Creative tech
- Design
- Fashion
- Film and television
- Heritage
- Museums, galleries and libraries
- Music
- Performing arts
- Photography
- Publishing
- Video games
- Visual arts

If you are an organisational member you will be entitled to designate a number of individual accounts to your employees and other staff. These individual account holders are hereafter referred to as “**End Users**”.

Membership Tiers

Our Bronze membership tier is only available to individuals and micro entities (ie with annual turnover less than £1m and 10 or fewer employees). Micro entities with Bronze membership will be entitled to designate up to 10 End Users.

3. Commencement Date and Renewal

Your membership shall commence on the date upon which your membership application is accepted by us, which shall take the form of an email confirming that acceptance (the “**Commencement Date**”).

The Terms shall apply from the Commencement Date of your membership, which shall continue for an initial term of 12 months and then renewed or terminated in the manner set out below.

Save as provided below, memberships will automatically renew for one or more further 12-month terms unless notice of termination is given by the relevant member in writing to Creative UK at membership@wearecreative.uk by the date being at least 7 days prior to the expiry of the then current 12-month term (the “**Renewal Notice Date**”). If you give notice to terminate your membership at any time after the Renewal Notice Date your membership will continue until the end of the new 12-month term but will not be further renewed after that date. Upon the expiration or earlier termination of membership for any reason, all membership benefits shall immediately cease.

Partner members with bespoke membership terms will be contacted by Creative UK at least 30 days prior to the expiry of the initial 12-month term of membership to discuss membership renewal terms. If renewal terms are agreed an invoice will be issued for the forthcoming 12-month term in the amount of the agreed renewal fee and these Terms will apply to such renewed term.

4. Your Responsibilities

You shall:

- (a) cooperate with us in relation to all matters relating to the Services (as defined in the User Terms and Conditions);
- (b) comply with all applicable laws in relation to your membership and use of the Services;
- (c) where appropriate, appoint a representative to manage your membership with us, which representative shall be identified on your membership application form and shall have the authority to contractually bind you in connection with matters relating to your membership and the Services;
- (d) provide to us in a timely manner all information reasonably required by us in connection with your membership and the Services, and ensure that such information is accurate and complete in all material respects;
- (e) update us in a timely manner should any information which you have provided to us and which is material to your membership or our provision of the Services change or be discovered to be incorrect or misleading;
- (f) arrange for the deletion of all End User accounts from your membership whose employment or other engagement with you has terminated immediately after such termination; and
- (g) arrange for the prompt deletion of all accounts from your membership with us which are designated to End Users who submit a request to you that you delete their accounts.

You warrant and represent that you have the necessary consents and notices in place to enable the lawful transfer of all personal data that you do in fact disclose to us in accordance with all applicable data protection legislation, including the UK GDPR (meaning the General Data Protection Regulation) and the Data Protection Act 2018 as may be amended or superseded from time to time.

5. Membership Benefits

Creative UK offers various membership benefits which will vary from time to time but which may include (by way of example only):

- invitations to member-only events;
- discounts and offers on certain services provided by third party service providers;
- business mentoring; and
- access to content within the members-only section of our site;

(collectively, the “**Benefits**”).

We reserve the right to amend the Services and the Benefits in our absolute discretion as we consider reasonably necessary to comply with any applicable laws, to reflect changes to our business or as may be required dependent on our relationships with third party commercial partners.

Please note that in relation to any discounts or offers included as membership benefits (“**Offers**”), we do not supply and are not responsible for the underlying goods and services to which any such Offers relate. In respect of any Offers you may accept you will enter into a separate contract for such goods or services with our partners directly. We take no responsibility for and accept no liability in respect of the availability, suitability or quality of any products or services offered by our partners pursuant to any Offers. We also accept no liability for the actions or omissions of any partners, or for any loss or damage you may suffer as a result of any partner’s supply or failure to supply any products or services, or for any failure by them to comply with any applicable laws and regulations.

Unless expressly otherwise provided in writing, all Offers:

- are only valid for the limited time stated on the relevant Offer;
- cannot be used in conjunction with any other offer or promotion run by us or our partners (unless otherwise stated on the Offer);
- may only be used once, and may only be used with the relevant partner; and
- must be redeemed in accordance with the instructions as to how to redeem them, as notified to you.

We never under any circumstances offer, nor are we under any obligation to offer, cash or credit alternatives to any Offers.

You additionally acknowledge and agree that:

- we make no representation or warranty about the availability of any specific Benefits or the quality or fitness for purpose of them;
- access to the Benefits is for your employees or other personnel only and you may not re-sell access to the same to any third parties without our prior written consent;
- you will use reasonable endeavours to procure that End Users do not re-sell access to any Benefits to any third parties or otherwise permit third parties unauthorized access to it; and
- we make the Benefits available via the internet and therefore cannot and do not guarantee that they will always be available or will be available error-free or uninterrupted and we may need to suspend, withdraw or restrict access to the Services from time to time although we will use reasonable endeavours to minimise any such suspension, withdrawal or restriction.

6. Security

Access to the Benefits is for Creative UK members (and where applicable, their End Users) only and is password protected. Members must not, and must procure that their End Users do not, share passwords or permit third parties to use their accounts for any purpose. Any such conduct will be a material breach of the Terms entitling us to terminate your membership.

You and (where applicable) your End Users are responsible for keeping all passwords associated with your account and all End User accounts confidential and you agree to notify us immediately if you suspect any third party has used or accessed your account (including any individual End User account)

or had access to any member or End User password. You are responsible for any and all use of your account and all End User accounts (where applicable). We strongly recommend that you use, and procure that End Users use, a secure password.

You agree that you will not disclose your password to any other person or allow any other person to use your account, and you agree not to use the account or name of another member at any time.

7. Membership Fees

Membership fees are charged on an annual basis, unless otherwise agreed in writing with us in advance.

For new members, your membership will be activated once the invoice for your membership fee has been issued.

Creative UK reserves the right to increase membership fees on a yearly basis. Members will be notified in writing prior to the Renewal Notice Date (as defined in clause 3) of any increase in membership fees for the forthcoming year. If you do not accept that increase you must terminate your membership in accordance with these Terms. If you do not terminate your membership the increased fees will take effect from the first day of your renewed membership year and you will be invoiced or automatically charged for such fees accordingly.

We reserve the right to offer bespoke membership fee quotes at our discretion.

VAT is payable on all membership fees.

Full payment is required for your membership fee within 30 days of the date of our invoice unless agreed or stated otherwise. All undisputed invoices must be paid in full and without deduction or set-off of any kind. Any disputes in relation to invoices must be raised within 7 days of your receipt of our invoice to membership@wearecreative.uk, otherwise the invoice shall be deemed valid and payable in full.

In the event any undisputed invoice remains unpaid after 30 days we reserve the right to suspend your membership until the invoice is paid.

We do not store credit card details and currently use a secure third party encrypted service with Stripe. Such details will only be used for the purpose of processing your membership payment.

If an error by us results in an incorrect payment for any membership fee being received we will refund the value of any overpayment. If you receive a refund you are not entitled to you must pay it back immediately on request when notified by us. If any error results in you underpaying your membership fee you will be requested to make good the shortfall. Failure to do so will mean that your membership may be cancelled and you will not be refunded any amounts which you have paid.

8. End User Accounts

All End User accounts will lapse or renew in line with your organisational membership. It is your responsibility to arrange access for End Users via your account with us or by contacting

membership@wearecreative.uk. All organisational members must provide a designated finance End User contact and a marketing End User contact listed under your account.

If you are an organisational member you agree to ensure that all persons which are designated as End Users comply with and accept and acknowledge that our provision of the Services and the Benefits is subject at all times to the Terms and you shall be liable to us for all acts and omissions of all End Users in breach of these Terms or any use of the Services for any authorised purpose.

If you are a Bronze tier organisational member and you have a limited number of End User accounts you may replace one End User with another End User in the event that the End User originally designated for the account terminates their employment with you.

9. Termination of Membership

Either party may terminate a membership immediately by giving written notice of termination to the other party if the other party commits a material breach of these Terms.

Either party may also terminate a membership immediately by giving written notice of termination to the other party if the other party:

- is dissolved;
- ceases to conduct all (or substantially all) of its business;
- is or becomes unable to pay its debts as they fall due;
- is or becomes insolvent or is declared insolvent;
- convenes a meeting or makes or proposes to make any arrangement or composition with its creditors; or
- has an administrator, administrative receiver, liquidator, receiver, trustee, manager or similar appointed over any of its assets; or
- has an order made for its winding up or passes a resolution for its winding up (other than for the purpose of a solvent company reorganisation where the resulting entity will assume all the obligations of the other party under these Terms).

You also acknowledge and agree that in the event you or any End User or employee or representative of yours acts dishonestly or in bad faith or does any act which brings or is likely to bring our name into disrepute then we shall have the right at our sole discretion to terminate your membership with immediate effect or to suspend or terminate any such End User's account, including access to the Benefits, and you must not allow such End User access without our prior written consent in such circumstances. If we terminate the account of an individual End User rather than cancelling your membership you shall be entitled to re-allocate that account to a new End User.

Membership fees are non-refundable in all circumstances regardless of the date on or the means by which your membership terminates.

Upon termination of your membership all of the provisions of these Terms shall cease to have any effect save for those which, in order to give effect to their meaning, need to survive termination. You must, and where applicable must procure that End Users must, immediately cease all use of our Services and all licences and permissions granted by us will automatically and immediately cease upon termination. You must therefore, if applicable, remove Creative UK's name and logo from any publicity material, website and / or other medium on which you have included our name and / or logo. As a

consequence of ceasing to be a member you and any of your End Users will no longer have any access to the Benefits offered by Creative UK.

Except to the extent that these Terms expressly provides otherwise, the termination of your Membership shall not affect the accrued rights of either party.

10. Policy Groups and Councils

Membership of Creative UK does not give any member (or its End Users) the automatic right to sit on or attend any committees that have been established by Creative UK.