

Membership Terms and Conditions

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

The 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, these Membership Terms and Conditions shall prevail.

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

1. Overview

Anyone can register to join our ‘Collective Community’ for free by registering to do so via our site. In doing so you will join our independent network for the UK Creative Industries and receive regular updates from us (if you opt in to receiving such communications as part of the sign up process). You will always have the option to ‘opt out’ from any emails received and/or cancel your registration. For the avoidance of doubt, if you are a member of our Collective Community then you, like all users of our websites and Members, must ensure that you adhere to our Community Guidelines. If you breach these or any of our other Terms, we reserve the right to cancel your “Collective Community” Membership with immediate effect.

We offer three types of paid Membership:

- a) Elevate (launching in Spring 2022);
- b) Federation; and
- c) our student membership, which is free to those studying at our Member organisations.



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 at the point of registration is important and you hereby warrant that such information is accurate, true and up-to-date. You also undertake promptly to inform us of any changes to the information provided. You will have the option to update your own information upon launch of our Members portal in Spring 2022.

We reserve the right to refuse any application for Membership or renewal.

If you are a corporate Member, you will be entitled to designate a number of individual accounts to your employees and other staff, as set out below. These individual account holders are hereafter referred to as “End Users”.

2. Membership Eligibility

Please note that the below are guidelines and all Memberships are at our sole discretion.

Individuals:

Individuals can apply for any of the three Memberships if they meet the conditions below.

Individual Members must be actively undertaking a creative activity, training for a career in the creative industries or be a sole trader - we may ask for you to evidence this.

If you claim individual Membership when representing or employed by an organisation, and seek to use your Membership for that organisation's benefit, we have the right to withhold or withdraw such Membership.

Federation and Elevate Members must be at least 18 years of age. Student membership is open to individuals who are 16+. We reserve the right to request evidence in respect of your age.

Corporate:

Businesses, Charities and Not-for-Profit, and Education and Training Providers (e.g. apprenticeship training agencies, online course providers or other providers or facilitators of education or training) can apply for either Elevate Membership or Federation Membership. Trade Bodies may only apply for Federation Membership.

A not-for-profit (NFP) member must be incorporated and registered as such with Companies House. A Charity member must be registered with the Charity Commission and provide us with its charity registration number. We reserve the right to request evidence in respect of your NFP or charitable status.

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 are 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
- Heritage
- Museums, galleries and libraries
- Music
- Performing arts
- Photography
- Publishing
- Video games
- Visual Arts

3. Commencement Date

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

The Terms shall apply from the Commencement Date to your Membership, which shall continue for a period of 12 months, unless renewed in the manner set out below.

At least 30 days prior to the expiry of each term, Federation Members will be contacted by a Member of the Creative UK team to discuss renewing the term for another 12 months. If a new renewed term is agreed, an invoice will be issued for the forthcoming year in the amount of the agreed renewal fee and these Terms will apply to such renewed term.

Elevate Memberships will automatically renew for a period of 12 months unless notice is given by the Elevate Member in writing to Creative UK at membership@wearecreative.uk at least 7 days prior to the expiry of current 12 month term (the “**Notice of Termination Date**”). If you cancel at any point after the Notice of Termination Date, your Membership will continue for and to 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.

4. Your Responsibilities

You shall:

- (a) cooperate with us in relation to all matters relating to the Services;
- (b) comply with all applicable laws in relation to your Membership and use of our Services;
- (c) appoint a representative to manage your Membership with us, whom shall be identified on your application form for Membership and shall have the authority to contractually bind you in connection with matters relating to the Services;
- (d) provide to us in a timely manner all information reasonably required by us in connection with 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 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;
- (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 (EU) 2016/679 as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018) and the Data Protection Act 2018.

5. Membership Benefits

Our Memberships offer certain benefits, such as (by way of example only): invitations to Members-only events, discounts, business mentoring (for Elevate Members) and access to the content within the Members-only section of our site (“Benefits”).

Examples of the types of Benefits we offer via our Memberships can be found here:

[Federation](#)

[Elevate \[launching Spring 2022\]](#)

[Student](#)

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 that we may supply as a Benefit (“Offers”), we supply Offers, but we do not sell and are not responsible for the underlying goods and services to which the Offers relate. Therefore, for example, in respect of an Offer which entitles you to 10% off a product or service offered by one of our partners, you will enter into a contract for such goods or services with our partner direct. We have no responsibility for any issues concerning the availability, suitability or quality of any products or services offered by our partners. We will have no liability for the actions or omissions of any partners, or for any losses or damage you may suffer as a result of our 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 their quality or fitness for purpose;
- 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 the 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. We may need to suspend, withdraw or restrict access to the Services from time to time, but we will use reasonable endeavours to minimise any such suspension, withdrawal or restriction.

6. Security

Access to the Benefits is for 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 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 that 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 of the Services at any time.

7. Membership Fees

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

Creative UK reserves the right to increase the Membership fee on a yearly basis. Federation Membership fees will be agreed as part of the renewal process, and Elevate Members will be notified in writing prior to the Notice of Termination Date (as defined in clause 3) of any increase in Membership fee for the forthcoming year. If you are an Elevate Member and you do not accept such price 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.

If an error by us results in an incorrect payment being received, we will refund you 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 the error results in you underpaying for your Membership, you will be asked 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.

Federation Membership

Federation Membership fees are based on a Member's annual income levels and subject to VAT. All Members are required to declare their most recent annual turnover accurately on their application form and if the Member wishes to renew its Membership. We reserve the right to verify this information.

Federation Membership is also available at a fixed rate for micro-entities (i.e. those with 10 employees or less) and freelancers/sole traders or other individuals as described above, namely £350.00 plus VAT and £200 plus VAT per annum respectively for the initial 12 month period (these are our current rates and are subject to change. As set out in these Terms, renewal fees may be increased but if you are a Federation Member this will be agreed with you in advance prior to the renewal of your Membership). We reserve the right to verify the nature of your business and eligibility for these fixed rate prices.

We reserve the right to offer bespoke Federation Membership quotes at our discretion.

We will confirm our proposed Membership fee to you by email after review of your application.

Full payment is required for your Membership 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, or the invoice shall be deemed valid and payable in full.



Please let us know if you have any specific requirements as to the form of invoicing (for example if you require a purchase order number to be on it) and we will do our best to accommodate this.

We do not store credit card details, we use a secure third party encrypted service with [Stripe](#). Such details will only be used for the purpose of processing your Membership payment.

For new Members, your Membership will be activated once the invoice for your Membership has been issued.

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

Elevate Membership (Coming soon, Spring 2022)

The fee for an Elevate Membership is £350.00 plus VAT per annum for businesses and £200 plus VAT per annum for sole traders and other individuals. This fee may be increased by written notice to you on a yearly basis, as set out above. Creative UK may, in its sole discretion, offer complimentary Elevate membership to its wider programme participants.

Fees for Elevate Memberships shall be paid online by card. Payment must be made upon registering for membership, via secure payment portal [Stripe](#). We do not store any credit card details; all personal data you provide to make this payment will be processed by Stripe in relation to this transaction.

Your membership will be valid for one year from the Commencement Date. It will be renewed automatically for a new 12-month period each year unless you terminate your Membership in accordance with these Terms. Payment in full will be automatically taken on the renewal date which shall be the date falling one day after the end of a Membership year (e.g if your Membership starts on 1

February 2022, the Membership year will end on 31 January 2023 and payment **for your next year's Membership would be taken on 1 February 2023**).

8. End User Accounts

Federation Membership for organisations whose fee is calculated based on turnover shall have an unlimited number of End User accounts for employees and other staff.

Federation Membership for organisations who are eligible for the fixed Membership fee may have a maximum of 10 End User Accounts if they are micro-entities and 1 if they are freelancers, sole traders and other individuals.

Elevate Memberships may have a maximum of 10 End User accounts for businesses and 1 for sole traders, freelancers and other individuals.

All End User accounts will lapse or renew in line with your Membership. It is your responsibility to arrange access for End Users via your account with us or by contacting membership@wearecreative.uk. As a minimum there must be a finance End User contact and a marketing End User contact listed under your account.

If you are a corporate 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 Benefits is subject to these Terms (including in particular the Community Guidelines), and you shall be liable to us for all acts and omissions of the End Users in breach of these Terms, including any breaches of the Community Guidelines, or use of the Services for Unauthorised Purposes.

If you are a corporate 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 the 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 terminate the 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
- An order is made for the winding up of the other party, or the other party 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 acknowledge and agree that in the event of material and or persistent breach by an End User of these Terms we shall have the right at our sole discretion to terminate your Membership for material breach with immediate effect, or to suspend or terminate such End Users' account, including access to the Benefits, and you must not allow such End Users such 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 individual End User.

Membership fees are non-refundable, save that if you are an individual acting for purposes which are wholly or mainly outside of your business, trade, craft or profession, you have a limited right to a refund for a period of 14 days from the date



our contract with you begins (we will treat this as the date upon which you are sent the email confirmation from us confirming your Membership) (the “Initial Period”). If you are such an individual and you cancel within the Initial Period, we will refund your Membership fee, less a pro-rated adjustment to account for any Services used during the Initial Period.

If you wish to cancel your Membership, please send the below form to membership@wearecreative.uk:

Dear Creative UK Holdings Limited of 1st Floor, College House, 32-36 College Green, Bristol, BS1 5SP

I hereby give notice that I wish to cancel my account with you.

Name: [insert]

Membership No:

Email address: [insert]

Date: [insert].

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 must procure that End Users must, immediately cease all use of our Services and all licences granted by us will 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 right to sit or attend any committees that have been established by the Federation.