

UK Screen – Membership Terms & Conditions

These Membership Terms and Conditions together with your application form or renewal invoice (as applicable) constitute a legally binding agreement (the “**Agreement**”) between the UK Screen Association Limited (“**UKSA**”, “**us**”, “**our**” or “**we**”) and the individual or entity completing the application form (“**you**”, “**your**”). By completing an application form and/or accepting any membership benefits you are accepting these Membership Terms and Conditions and agree to be bound by them for the duration of your UKSA membership (“**Your Membership**”).

1. Application for Membership

- 1.1. In order to apply for membership you must submit a completed application form to UKSA for approval by the UKSA board. We reserve the right to refuse to grant membership to any person for any reason in our absolute discretion. On approval of your membership we will send you an invoice for and you will be liable to pay the membership fee for the first 12 months of your membership by the agreed method of payment.
- 1.2. Once your application for membership has been approved, Your Membership lasts for an initial 12 month period commencing on the date your application is accepted by us (the “**Joining Date**”).
- 1.3. As a UKSA member you agree to comply with all applicable laws and regulations at all times and you undertake that you will not act, or fail to act, in such a way as to bring the UKSA, or any of its members, into disrepute.

2. Renewal of Membership

- 2.1. Your Membership shall be automatically renewed for rolling 12 month periods (each period being a “**Membership Year**”) on each subsequent anniversary of the Joining Date (the “**Renewal Date**”). Renewal fees for each Membership Year shall be paid to us annually in advance either by direct debit on the Renewal Date if you have elected to pay your membership fees by direct debit or otherwise within 30 days of receiving our invoice.
- 2.2. You will receive a letter from us prior to the end of Your Membership term confirming the amount of the renewal fees for the next Membership Year and the forthcoming renewal of Your Membership. Unless we are instructed otherwise Your Membership shall be automatically renewed for a further 12 months. For the avoidance of doubt, any use by you of the Sponsor Benefits or any other benefits or services provided to members in the period after any Renewal Date will indicate your intention to renew your membership for a further Membership Year and you will be liable for the full membership fee for such Membership Year. We reserve the right to refuse to renew your membership for any reason in our absolute discretion.

3. Fees

- 3.1. We reserve the right to increase our membership fees at any time in our absolute discretion. All membership fees are non-refundable under any circumstances except where membership fees or renewal fees have been paid in advance and your application for membership or renewal of Your Membership is subsequently refused by us.

4. Benefits

- 4.1. As a UKSA member you are entitled to attend any UKSA working group or committee meetings. In addition when the UKSA chooses to undertake lobbying activities on behalf of its members during Your Membership you will be entitled to participate.
- 4.2. During your membership you will have access to the member pages of the UKSA website and you will receive information on UKSA activities via emails and digital newsletters. Subject to our approval of any content (which we will not unreasonably withhold), we will include your company profile on our website. Where we consider it appropriate to do so bearing in mind the nature of the press release, press releases that you make about your company will be published on our website and may be promoted via our newsletter and social media accounts. You will also be able to publish job vacancies in the appropriate section on our website. We shall have sole discretion as to which content, press releases and job vacancies are published on our website and the manner and location of such publication. You shall indemnify us and hold us harmless from and against any and all third party claims of whatsoever nature arising out of or in connection with our publication on our website, newsletters or social media accounts of any content made available to us for such purpose.
- 4.3. During Your membership you will be eligible for certain other benefits provided by UKSA's third party partners as may be notified to you or advertised on our website from time to time (“**Sponsor Benefits**”). UKSA reserves the right to make changes to the benefits available to its members at any time and may withdraw any such benefits at any time or substitute other third party benefits to those that are advertised or notified to you at any time for any reason in their absolute discretion.

5. Disclaimer

- 5.1. UKSA will not be providing any Sponsor Benefits. All Sponsor Benefits will be provided by third parties. UKSA is in no way responsible, nor will it, subject to clause 5.4, accept any liability whatsoever, for any products or services provided to its members by third parties including without limitation the Sponsor Benefits. In particular UKSA does not provide any endorsement, recommendation or warranty as to the quality or fitness for purpose of any of the Sponsor Benefits.

- 5.2. Subject to clause 5.4, UKSA shall not be liable to you, whether in contract, tort (including negligence), or for misrepresentation or breach of statutory duty or otherwise, for any special, indirect or consequential damages, or for any direct or indirect loss of profit, loss of goodwill, loss of business opportunity, loss of anticipated savings or any loss of or corruption to data, suffered by you and arising under or in connection with this Agreement or as a result of Your Membership.

- 5.3. Subject to clause 5.4, UKSA's total aggregate liability to you under this Agreement in any Membership Year shall not exceed an amount equal to your membership fee for that Membership Year.

- 5.4. Nothing in this Agreement shall limit or exclude UKSA's liability for fraud, fraudulent misrepresentation, death or personal injury resulting from negligence or any other liability that cannot be excluded by law.

6. Termination

- 6.1. UKSA may terminate Your Membership immediately by providing written notice to you: (i) if you commit a breach of any term or condition of this Agreement; (ii) if you act, or fail to act, in such a way as to bring the UKSA or any of its members into disrepute; (iii) if you become unable to pay your debts within the meaning of section 123 of the Insolvency Act 1986 or are subject to or initiate any other form of insolvency proceedings provided for in the Insolvency Act 1986 or any similar or analogous legislation whether English or otherwise; (iv) on expiry of Your Membership term if we exercise our right to refuse to renew Your Membership.

- 6.2. You may terminate Your Membership at any time by providing us with 30 days written notice or immediately by providing us with written notice if UKSA becomes unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or is subject to or initiates any other form of insolvency proceedings provided for in the Insolvency Act 1986 or any similar or analogous legislation whether English or otherwise. For the avoidance of doubt you shall not be refunded any membership fees already paid to us if you elect to terminate Your membership and you shall immediately pay to us any unpaid instalments of the membership fee for the remainder of the then current Membership Year (and you agree that we shall be entitled to submit a direct debit payment request for such unpaid instalments if you have agreed to pay by direct debit).

7. General

- 7.1. Nothing in this Agreement establishes any partnership or joint venture between us or constitutes any party the agent of the other, nor authorises any party to make or enter into any commitments for or on behalf of other party.

- 7.2. If any provision of this Agreement (or part of a provision) is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force. If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

- 7.3. Neither party shall be in breach of this Agreement nor liable for delay in performing, or failure to perform, any of its obligations under this Agreement if such delay or failure results from events, circumstances or causes beyond its reasonable control including without limitation any acts of God, extreme weather conditions, war, terrorism, fire, interruption of utility services, non-performance by suppliers and sub-contractors, any labour disputes or industrial action or any law or government order or similar (a “**Force Majeure Event**”). On the occurrence of a Force Majeure Event the affected party shall be entitled to a reasonable extension of the time for performing its obligations, provided that if the period of delay or non-performance continues for 30 days or more, the party not affected may terminate this Agreement by giving written notice to other party.

- 7.4. This Agreement and any dispute or claim arising out of or in connection with it shall be governed by and construed in accordance with English law. The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement.