



Terms of Membership

This page along with our Privacy Policy and Cookie Policy gives you the legal terms and conditions of The Agency Collective (Terms) including membership to The Agency Collective, the purchase of tickets for events, workshops, and any online courses (Services).

These Terms will apply to any contract between us for the sale of Services to you (Contract). Please read these Terms carefully and make sure that you understand them, before applying for membership or purchasing any Services from us. Please note that terms with any third parties as part of your membership are subject to those third parties' terms.

Members shall be bound during the continuance of membership by these Terms, including any amendments made in accordance with the details set out below.

1. Information about us

1.1 We operate the website www.theagencycollective.co.uk and subsidiary pages connected to this website. The Agency Collective Ltd (08490947) is owned wholly by Wow Holdings Ltd (09646592).

1.2. Contacting us: You may contact us by emailing info@theagencycollective.co.uk if you wish to give us formal notice of any matter in accordance with these Terms.

2. Membership Applications

2.1 Applications for membership can be submitted through an application form online and will be considered by The Agency Collective, who have the right to refuse applications.

2.2. We will confirm our acceptance of your application by sending you an email (Acceptance Confirmation) with details of your account, invoice and payment dates, and login details, within 72 hours. The Contract between us will only be formed when we send you the Acceptance Confirmation.

2.3. Membership options: Depending on the membership you have purchased, we will provide you with access to our packages. The following membership schemes are available:

2.3.1. Online Membership with the benefits set out in Appendix A to these terms; or

2.3.2. Growth Membership with the additional benefits as set out in Appendix B to these terms.

2.4. Code of Conduct: All members must comply with the code of conduct in Appendix C and failure to do so will entitle The Agency Collective to terminate your membership and/or bar you from attendance at events.

3. Membership Payments, Renewals and Cancellations

3.1. Payments: Membership is on a month-by-month basis ("Subscription period"). Your subscription will automatically renew each month until it is terminated by either party. You will automatically be charged using the same payment method you first supplied.

3.2. Ending your subscription: You may terminate your subscription at any time by either informing us by email or cancelling your direct debit payment. Please note we do not offer any refunds for any unused Subscription Periods.

3.3 All information provided by you to us must be true and accurate at the point of applying. Please notify us immediately of any changes to your email, account or billing information. You will also receive a notice if there are any changes to these Terms.

4. Prices and Payment

4.1. **Prices:** The prices for membership, events and workshops are payable in advance. We shall be under no obligation to provide membership or access to any events until the payment has been paid in full.

4.2. **Discounts:** A member may join at a discounted rate if they receive a promotional code through The Agency Collective or a third party with whom The Agency Collective has a formal agreement. This discount may be for a free trial or a discount on the monthly fee for a set period of time. The discount is only valid for the set determined period.

4.3. Membership fees and prices of other services may change from time to time. Any changes that impact existing members will be notified in writing.

4.4. If we do not receive payment authorisation for a service or if the authorisation is cancelled, we may immediately terminate or suspend access to your membership.

4.5. All prices are expressed inclusive of any VAT payable unless otherwise stated. However, if the rate of VAT changes between the date of your application and the date of acceptance, we will adjust the VAT you pay.

4.6. You can pay for membership via GoCardless direct debit. We also accept credit cards via Stripe and PayPal, although additional charges may apply if you choose not to pay for your membership via direct debit.

5. Your personal information

We are committed to maintaining the privacy of our users and members and maintaining the security of any personal information we receive from you. If you register for any of our Services you will be asked to provide basic personal information. We only use your personal information in accordance with our Privacy Policy. We use cookies on our site, details of which can be found in our Cookie Policy.

The General Data Protection Regulations, (GDPR), apply from 25 May 2018, creating consistent data protection rules across Europe. At The Agency Collective, we shall ensure that we adopt the GDPR principles of transparency, control and accountability for all our Members and Users.

GDPR gives our members and users certain rights when using our Services, which include the right to:

- be informed;
- access;
- rectification;
- erasure;
- withdraw consent;
- restrict processing;
- data portability;
- object

We promise we will:

- Process your data lawfully, fairly and in a transparent manner
- Collect data for specified, explicit and legitimate purposes (mostly to provide services to you)
- Never sell your data onto anyone else
- Ensure your data is processed and stored securely and is kept up-to-date
- Constantly review and update our processes to ensure we're always protecting your data

You will always:

- Have access to the data stored on you
- Be able to correct any inaccuracies in the data
- Know we will erase any data no longer required, even if you haven't asked

6. User account and security

6.1 Your account: Part of your membership is access to an online forum. You are responsible for maintaining the confidentiality of the username and password and also for all activities which take place under your online account.

6.2 Unauthorised use: You agree to immediately notify us of any unauthorised use of your password or account or any other breach of security. In no event will The Agency Collective be liable for any indirect

or consequential loss or damage whatsoever resulting from the disclosure of your username and/or password. You may not use another person's account at any time.

7. Intellectual property

7.1. The content of our site, our online forums, events, and content on subsidiary connected platforms and all Services sold via our site is wholly owned by The Agency Collective. You may retrieve and display the content for your own personal, non-commercial use. You may not otherwise reproduce, modify, copy or distribute or use for commercial purposes any of the materials or content without written permission from us.

7.2. If you agree to provide, take part in or feature in any content for The Agency Collective, that content is wholly owned by us and you may not otherwise reproduce, modify, copy or distribute or use for commercial purposes without written permission from us.

8. Our liability

8.1. We only supply Services including membership for internal use by you and your business, and you agree not to use any parts of your Services or membership for any resale purposes.

8.2. We will under no circumstances whatever be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Contract for:

- a) any loss of profits, sales, business, or revenue;
- b) loss or corruption of data, information or software;
- c) loss of business opportunity;
- d) loss of anticipated savings;
- e) loss of goodwill; or
- f) any indirect or consequential loss.

8.3. It is your responsibility to ensure that membership, any event, or any Services are suitable to your requirements. We are happy to offer advice, but accept no liability in the event that membership or any content provided does not meet your requirements.

8.4. We give no guarantee that by becoming a member, attending events, taking or following advice, and/or completing an online course that you will experience success in any business or activity. That will be down to you. We do believe though that by being a member of The Agency Collective your chances of success are increased.

8.5. We make no promise that materials on our site are appropriate or available for use in locations outside the United Kingdom. If you choose to access our site from locations outside the United Kingdom, you do so on your own initiative and are responsible for compliance with local laws.

8.6. Our site and subsidiary sites contains links to external internet websites as part of the services on offer with your membership package. Whilst we have chosen them to the best of our knowledge and belief, we do not endorse or guarantee in any way advice given by other members, the external organisations, services, advice, or products included in these external website links. Nor do we in any way control or guarantee the accuracy, relevance, timeliness, or completeness of the information

contained in them. All services offered by external service or product providers are subject to their terms of business. You are therefore responsible for checking those terms of business and The Agency Collective has no responsibility in this regard.

9. Communications between us

9.1. Any communication given by you to us, or by us to you, under or in connection with the Contract shall be in writing and shall be delivered by email.

9.2 Any notice or communication shall be deemed to have been received one business day after the email has been sent.

9.3. In proving the service of any notice or communication, it will be sufficient to prove that such email was sent to the specified email address of the addressee.

9.4. The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

10. Rights and obligations

10.1. We may transfer our rights and obligations under a Contract to another organisation, but this will not affect your rights or our obligations under these Terms.

10.2. You may only transfer your rights or your obligations under these Terms to another person if we agree in writing.

10.3. This Contract is between you and us. No other person shall have any rights to enforce any of its terms.

10.4. Each of the paragraphs of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful or unenforceable, the remaining paragraphs will remain in full force and effect.

11. Disputes

11.1 A Contract and any dispute or claim 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.

11.2 We both irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with a Contract or its subject matter or formation (including non-contractual disputes or claims).

Appendix A - Online Membership

- a) Access to our online forum to meet, network, and talk to other agency owners
 - b) Access to our recordings of previous events
 - c) Access to online content specifically created for agency owners
 - d) Access to our podcast with interviews from other successful agency owners
 - e) Opportunities to feature on The Agency Collective's podcast, webinars and events (at the discretion of The Agency Collective).
- On occasion, members may be approached by The Agency Collective with opportunities to feature on The Agency Collectives website including webinars, videos, podcasts, or to appear at events hosted or publicised by The Agency Collective
 - Opportunities to appear on all online / offline content will be determined by The Agency Collective
 - All content, whether online or offline, including presentations delivered at events are to be approved by The Agency Collective before being uploaded or given
 - All online content must be in line with The Agency Collective's Code of Conduct (Appendix C) and our creative guidelines

Appendix B - Growth Membership

All of the benefits of Small Business Members plus the following benefits:

- a) Access to other members to build partnerships at meet-ups across the UK
- b) Quarterly growth events to get the latest insights
- c) Momentum Sessions comprised of small groups of similar agency owners to share experiences with

Appendix C – Code of Conduct

In order to participate in The Agency Collective and get the most from our services you must keep our core values in mind:

- Be transparent
- Be open to partnerships
- Be giving ('takers' are not welcome)

The Agency Collective strives to be a fully-inclusive community for all agency owners. Harassment and other code of conduct violations reduce the value of our community for everyone. We want you to be happy in our community and adhering to this code of conduct will help make a better experience for all.

We do not tolerate harassment of members, staff, or participants in our events, in any form, online or offline. Violations include, but are not limited to:

- Offensive comments related to gender, gender identity and expression, age, sexual orientation, disability, physical appearance, body size, race, ethnicity, or religion.
- Sexual comments or images in public or directly to event attendees, without permission
- Sustained disruption of talks or other events.
- Inappropriate physical contact; unwelcome sexual attention.
- Photography or recording of specific participants unless explicit permission has been given.
- Please note that photography and videoing of presentations is generally permitted, unless stated beforehand.
- Sharing of confidential information unless given explicit permission.
- We sometimes video and photograph The Agency Collective events for use on our blog and social media. If you would prefer not to feature in these, please make this known to one of the team at the beginning of the event or by emailing info@theagencycollective.co.uk in advance.

Anyone asked to cease in any of the behaviour listed above will be expected to comply immediately. On receiving a report of violations, The Agency Collective staff, Wow Holdings employees or event organisers / contractors working on their behalf may take any action they deem appropriate, including warning the offender, or expulsion from an event, or cessation of membership with no refund.

If you have any concerns relating to this code of conduct, please contact The Agency Collective's MD Daniel de la Cruz on 07738664729 or daniel@theagencycollective.co.uk. Alternatively, speak to a member of the team at an event. All reports will be treated in the strictest confidence.