

User Terms and Conditions

Welcome to Creative UK

These terms and conditions, together with the documents referred to herein, (the “terms”) govern your use of and access to our website www.wearecreative.uk (“our site”) whether as a guest, registered user, or otherwise, the terms of our memberships (a “Membership”, and “Member” shall be construed accordingly), and any services we may provide from time to time via our site (collectively, the “Services”). References to “our site” include for the avoidance of doubt our Membership portal. If you are a Member, please also refer to our specific Membership Terms and Conditions which apply to your Membership in addition to the terms set out below.

This document is comprised of:

1. Section A – our general terms which apply to our Services;
2. Section B – our specific site terms of use (which, for the avoidance of doubt, apply to our Membership portal in addition to our main site); and
3. Section C – our Community Guidelines.

By using our Services, you indicate that you accept these terms and agree to abide by them. If you do not agree to these terms, you must refrain from using our Services.

Your attention is particularly drawn to the [Limitation of Liability and Indemnity](#) clauses (section A2 and A3 below) below.

A. General

1. Information About Us

Our site is operated by Creative UK Holdings Limited, trading as Creative UK (“we” or “us” or “Creative UK”).



We are a not-for-profit limited company registered in England and Wales: 1st Floor, College House, 32-36 College Green, Bristol, BS1 5SP (Company number 12105400).

Our related group companies are: Creative England Ltd (Company No: 07432947), and Creative Industries Federation Ltd (Company No: 08793599), Creative Growth Finance (Company No: 12033250). References to our “group” in this policy therefore include us and these group entities.

The Creative UK Group VAT number is GB353 8652 76

We can be reached by emailing: membership@wearecreative.uk. Email is the best way to contact us.

2. Limitation of Liability – Your Attention is Draw to This Section

Nothing in these terms limits or excludes any liability which cannot legally be limited under applicable laws, including but not limited to liability for:

- (a) Death or personal injury caused by negligence; and
- (b) Fraud or fraudulent misrepresentation.

To the maximum extent permitted by applicable law, in no event shall we, our employees, affiliates, agents or other representatives be liable for any loss or damage (including direct, indirect, special, consequential, loss of profits, loss of confidential or other information and/or business interruption) arising out of or in connection with your use of or inability to use our Services, including but not limited to:

- (a) Loss of income or revenue;
- (b) Loss of business;
- (c) Loss of profits or contracts;
- (d) Loss of anticipated savings;
- (e) Loss of data;
- (f) Loss of goodwill;

- (g) Wasted management or office time; and
- (h) For any other loss or damage of any kind, howsoever arising and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable, provided that this condition shall not prevent claims for loss of or damage to your tangible property or any other claims for direct financial loss that are not excluded by any of the categories set out above.

Creative UK has no liability or responsibility for any delay or failure to comply or meet its obligations under these terms as a consequence of any event or cause which is beyond our reasonable control, including failures of the internet or any public telecommunications network, hacker attacks, denial of service attacks, virus or other malicious software attacks or infections, power failures, industrial disputes affecting any third party, changes to the law, disasters, epidemics, pandemics, explosions, fires, floods, riots, terrorist attacks and wars.

To the maximum extent permitted by law, we, our employees, affiliates, agents or other representatives hereby expressly exclude all implied conditions, warranties and other terms which might otherwise be implied in respect of our Services and the content on it, by statute, common law or the law of equity. If you are a consumer, this does not limit any of your statutory rights.

Notwithstanding the foregoing, in the event that Creative UK is found liable in respect of any claim, our maximum liability is limited to the total sum of fees paid by you to us in the 12 months preceding the issue of the claim, or, if there are no such fees, the sum of £350.00 (the highest annual fixed fee of any Membership we offer).

3. Indemnity

You hereby undertake to indemnify us against any loss or damage suffered by us as a result of any breach by you of clause 5 of these terms (Intellectual Property Rights) or section C2 of these terms (the Community Rules).

4. Variations to these Terms

We may revise these terms at any time by amending this page and will email subscribers as/when material revisions are made. We may from time to time publish a specific set of terms, for example in relation to an event that we may organise and which will supplement these terms. If there is any conflict between such specific terms and these terms, the specific terms shall prevail.

If there are any specific changes to the terms of Membership, we will notify you of such changes.

5. Intellectual Property Rights

Your Content

You own, and are responsible and liable for the content you upload, display or otherwise make available (collectively, "post") via the Services ("Your Content"), including information you upload to our crew, facilities or locations database. By subscribing for a Membership and creating an account with us, or by posting any of Your Content to our site where such functionality is enabled, you:

- (a) Grant us a worldwide, perpetual, transferable, sub-licensable, royalty-free, non-exclusive licence to use Your Content in any way (including without limitation to host, store, copy, display, reproduce, adapt, edit, publish, modify, distribute and create derivative works from it);
- (b) Agree that Your Content may be viewed others using the Services, including persons who are not necessarily Members but are sent a link to the Services;
- (c) Warrant that you have the right to post Your Content on the Service and to grant us the licence granted in this section 5(a) and you will be liable to us and indemnify us for any breach of that warranty. You will accordingly be responsible to us for any loss or damage we suffer as a result of your breach of this warranty;

- (d) Understand and agree that we may monitor or review Your Content in connection with your use of the Services and we reserve the right to delete any inappropriate or offensive material (including in particular any images that are obscene), or any material which otherwise breaches these terms, including the Community Guidelines below;
- (e) Understand and agree that we reserve the right to immediately temporarily suspend, block or permanently terminate your Membership if we suspect (via any complaints made by Members, our suppliers or partners or otherwise) and / or you have violated these terms in any manner; and
- (f) Understand and agree that we have the right to disclose your identity to any third party who is claiming that any of Your Content constitutes a violation of their intellectual property rights or their right to privacy.

You are solely responsible for securing and backing up Your Content.

Our Content

We are the owner or the licensee of all rights (including copyright, trade marks and other intellectual property rights), title, and interest in and to our Services and the materials and content we provide or publish via the same ("Our Content") including but not limited to all information, data, text, maps, graphics, the "look and feel", logos, icons, trade marks, images, video clips, sound clips, editorial content, notices, data compilations, page layout, selection or arrangement of the contents of the site and the underlying code and software. These works are protected by copyright, trade mark and other laws and treaties around the world. All such rights are reserved.

Nothing in these terms gives you any rights in relation to the information which other users post via the Services ("Member Content"), which belongs to the user who posted it.



Nothing in these terms gives you a right to use the name “Creative UK” commercially or to use our trade marks, logos, domain names or other distinctive brand features without our prior written consent.

Prohibition on Copying

You must not copy any part of Our Content and / or any Member Content, with a view to creating or compiling any form of collection, compilation, directory or database unless we provide you with our prior express written consent to do so.

If you copy or download any part of the Services, Our Content and / or any Member Content in breach of these terms, your right to use the Services will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

You may print off one copy, and may download extracts, of any page(s) from our Services for your personal reference and you may draw the attention of others within your organisation to material posted on our Services. You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.

6. Miscellaneous Terms

No breach of any provision of these terms shall be waived except with the express written consent of the party not in breach.

If any provision of these terms is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions of the terms will continue in effect. If any unlawful and/or unenforceable provision would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect (unless that would contradict the clear intention of the parties, in which case the entirety of the relevant provision will be deemed to be deleted).



We may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of our rights and obligations under these terms.

You shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of your rights and obligations under these terms without our written consent, other than to a successor to all or a substantial part of your business from time to time.

These terms are made for the benefit of the parties, and are not intended to benefit any third party or be enforceable by any third party. The rights of the parties to terminate, rescind, or agree any amendment, waiver, variation or settlement under or relating to the terms are not subject to the consent of any third party.

These terms shall constitute the entire agreement between the parties in relation to the provision of our site and any Membership you may have, and shall supersede all previous agreements, arrangements and understandings between the parties in respect of the same. You agree that in entering into these terms you have not relied on and shall have no remedies in respect of any statement, representation, assurance or warranty (unless made fraudulently) that is not set out herein.

If you are an individual, please note that these terms in relation to our site and Memberships, their subject matter and their formation, are governed by English law. You and we both agree that the courts of England and Wales will have exclusive jurisdiction except that if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are resident of Scotland, you may also bring proceedings in Scotland.

If you are a business, these terms of use, their subject matter and their formation (and any non-contractual disputes or claims) are governed by English law. We both agree to the exclusive jurisdiction of the courts of England and Wales.

If you are unhappy with our Services in any way, please let us know as soon as possible by contacting us at membership@wearecreative.uk.

B. Use of our Website

1. Accessing Our Site

Access to our site is permitted on a temporary basis, and we reserve the right to withdraw or amend the service we provide on our site without notice. We will not be liable if for any reason our site is unavailable at any time or for any period; we do not guarantee that our site will be available error-free or will be uninterrupted. From time to time, we may restrict access to some parts of our site, or our entire site.

When using our site, you must comply with the provisions of our [Community Guidelines \[link\]](#). You are responsible for making all arrangements necessary for you to have access to our site. You shall ensure that all persons who access our site through your internet connection are aware of these terms, and that they comply with them, and you accept liability for any acts or omissions in breach of these terms by such persons.

2. Password and Security

If you choose, or you are provided with, a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any third party. It is your responsibility to keep your password secure, and you must notify us of any suspected unauthorised access. We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our opinion you have failed to comply with any of the provisions of these terms or we consider the security of your account or our site is at risk for any reason.

3. Our Site Changes Regularly

We aim to update our site regularly and may change the content at any time. If the need arises, we may suspend or restrict access to our site, or close it indefinitely.

We do not make any guarantees that any of the material on our site will be up to date, and we are under no obligation to update such material.

The material displayed on our Services is provided without any guarantees, conditions or warranties as to its accuracy.

4. Information About You and Your Site Visits

We process information about you in accordance with our [privacy policy](#). By using our site and submitting information to us, you warrant that all data provided by you is accurate and complete.

5. Viruses Hacking and Other Computer Misuse Offenses

We do not guarantee that our site will be secure or free from viruses or bugs.

You must not introduce viruses, trojans, malware, worms, logic bombs or other software which is malicious or harmful, including but not limited to cancelbots, denial of service or distributed denial of service attacks, time-bombs, or any other maleficent software or hardware. You must not attempt to gain unauthorised access to our site, the server on which our site is stored or any server, computer or database connected to our site.

By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We reserve the right to report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our site will cease immediately. We will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of our site or to your downloading of any material posted on it, or on any website linked to it.

6. Prohibition on Text or Data Mining or Web Scraping

You shall not conduct, facilitate, authorise or permit any text or data mining or web scraping in relation to our Services or any services or materials provided via, or in



relation to, our Services. This includes using (or permitting, authorising or attempting the use of):

- (a) Any "robot", "bot", "spider", "scraper" or other automated device, program, tool, algorithm, code, process or methodology to access, obtain, copy, monitor or republish any portion of our Services or any data, content, information or services accessed via the same; or
- (b) Any automated analytical technique aimed at analysing text and data in digital form to generate information which includes but is not limited to patterns, trends and correlations.

This clause shall not apply insofar as (but only to the extent that) we are unable to exclude or limit text or data mining or web scraping activity by contract under the laws which are applicable to us.

7. Linking To/From Our Site

You may link to our homepage from your website, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists, or create a link to any part of our service other than the homepage. The website from which you are linking must comply in all respects with the Community Guidelines as below. You must not frame, mirror or otherwise incorporate our site into any other site.

We reserve the right to withdraw linking permission without notice.

Where our site contains links to other sites and resources provided by third parties, these links are provided for your information only. We have no control over the contents of those sites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them.

C. Community Guidelines

These Community Guidelines apply to users of and visitors to our site and Members.

1. Values of Creative UK Group

Everything we do is rooted in a people-centric, future-forward philosophy. Our values steer the way we work; how we do things is just as important as what we do.

- We join the dots - collaboration is in our DNA. We bring creative people together, from all disciplines, turning up the volume on their voices, providing a platform for their creative ideas and projects, ultimately empowering them to amplify themselves.
- We support and empower – we are here to accelerate change. We are on a journey to rear a new era of creative communities across the UK, built on the foundations of inspiration, camaraderie, and collaboration.
- We are curious, open, and honest - our knowledge is for sharing. We represent a broad industry of myriad skills and talent, made up of diverse individuals from all walks of life. We build strong and supportive communities where ideas can flow freely. We seek out new talent, new ideas, and new ways of doing things, consistently challenging the status quo – just like the creative sector we stand for.
- We celebrate difference - respecting the humanity and creativity in everyone. Fierce representation matters, which is why we seek out diverse voices and stories, as these narratives are integral to the development of our collective work. We know that we are working with an uneven playing field, and we are here to drive movement towards wider diversity and inclusivity.

Our digital community platform is underpinned by our values, in a way that promotes the creative industries and encourages others to succeed. We continue to create an inclusive environment in which our workforce, members, clients and others we work with can live and work free from prejudice, discrimination, and marginalisation.

2. Community Rules

You must not use our Services:

- a) To promote or incite hate, or commit bullying or harassment (intentionally or unintentionally), or in any manner which threatens or intimidates any other person or Member (or employees of Members). Please see our work on [bullying and harassment](#);
- b) to publish any content that threatens people or has the potential to intimidate, exclude or silence others;
- c) to publish any content that spreads false information. We ask that you post information that accurately represents you and your company and is correct to the best of your knowledge;
- d) in any way that is abusive, defamatory, inaccurate, obscene, offensive, fraudulent, objectionable or sexually explicit;
- e) to publish any content that is or could be deemed shocking or harmful, including but not exclusive of, sexual or violent imagery;
- f) to publish content that violates the privacy of others;
- g) in any way that infringes the rights of any person or entity, including but not limited to their copyright, trade mark or other intellectual property rights, or other privacy or contractual rights;
- h) in any way that violates any local, national or other laws or regulations (including applicable data privacy, export and re-export control laws and regulations) or any order of a court in any relevant jurisdiction;
- i) to behave in an unprofessional manner or to distribute advertisements of any kind (other than with our prior written consent) or otherwise communicate any false or misleading material or messages of any kind;
- j) to solicit, provide or promote illegal or unlawful activities or in any way which may lead to the encouragement, procurement or carrying out of any unlawful or criminal activity or which may cause any harm, distress or inconvenience to any person;
- k) in any way that intentionally or unintentionally deceives, defrauds or swindles any other member;

- l) to access or attempt to access any data of others or to penetrate any of the security measures relating to the site, or to probe, scan, or test the vulnerability of any system or network or breach or circumvent any security or authentication measures;
- m) to promote or support or solicit involvement in any political platform or cause, religion (recognised as organised or unorganised), cult or sect of any kind; or
- n) for any other purpose not permitted by these terms.

(the “Unauthorised Purposes”).

Whilst we endeavour to keep the website in line with our Community Guidelines, we do not moderate our site and we cannot guarantee that it will not be used by others for Unauthorised Purposes.

If you notice any use by any third party of our Services for any Unauthorised Purpose or Purposes, or otherwise deem something suspicious, unsafe, untrustworthy, or unprofessional, please report this to membership@wearecreative.uk

When something is reported, it will not automatically be taken down. Reported content is reviewed in relation to our Community Guidelines. We reserve the right to temporarily remove or hide a post whilst we review. We aim to respond to any reports as soon as possible, and within seven working days, although some claims might require further investigation. Reporting content is anonymous – whilst we may communicate with you about the claim, your details will not be passed on to any other users without your permission.

If any content violates our Community Guidelines, depending on the severity of violation, we reserve the right to remove content, remove access to our digital community (either permanently or temporarily), or cancel your Membership with immediate effect.

If we suspect that your content violates our Community Guidelines or terms, you will be notified. In some cases, we might request evidence or more information to assist in our decision. Our decision is final.