

Oystercatchers Club Membership Terms & Conditions

The Oystercatchers Club is brought to you by Centaura Communications Limited a company registered in England and Wales, with its registered office at Wells Point, 79 Wells Street, London, (“we” “us” and “our” being interpreted accordingly). Membership of the Oystercatchers Club (“**Membership**”) is subject to the member agency and nominated representatives named to on the Order Form (and herein referred to as “**you**” and/or “**your**”) fulfilling the Membership criteria set by us from time to time and complying with these terms and conditions (“**Terms**”).

1. DEFINITIONS AND INTERPRETATION

The following definitions apply to these Terms:

"Affiliates" means any entity that directly or indirectly Controls, is Controlled by, or is under common Control with another entity;

"Authorised Users" means those employees in your organisation who are entitled to have access to the Content as specified in the Order, which shall be a fixed number of employees and subject to any limitations set out in the Order;

"Business Days" means any day other than a Saturday or Sunday or any day which is a public holiday in the UK;

"Data Protection Legislation" means all applicable data protection, privacy and electronic marketing legislation including Directives 95/46/EC and 2002/58/EC, Regulation (EU) 2016/679 and any legislation and/or binding regulations amending, replacing, supplementing, implementing them or made in pursuance of them including the Data Protection Act 1998 and the Privacy and Electronic Communications (EC Directive) Regulations 2003 as amended and any

codes of practice relating to the same;

"Intellectual Property Rights" means any and all present and future, patents, inventions, know-how, trade secrets and other confidential information, trademarks, service marks, logos, emblems, badges, mascots, insignia, identifying music and sounds, get-up, domain names, business names, trade names, moral rights, performance rights, registered designs, copyrights, database rights, the sui generis rights of extraction relating to databases, design rights and other intellectual property rights of whatever nature, in each case whether registered or unregistered and including applications for registration, and all rights or forms of protection having equivalent or similar effect anywhere in the world;

"Order" means an order for a Membership placed by you with us in accordance with these Terms (and **"Ordered"** shall be construed accordingly);

"Personal Data" has the meaning given to it in Article 4 of the Regulation (EU) 2016/679;

"Terms" means these Membership Terms and Conditions, which apply to your Membership;

"Website" means our website at <https://club.theoystercatchers.com/>

2. THE OYSTERCATCHERS CLUB

The Oystercatchers Club is a private club available to selected agencies and their nominated representatives, allowing them access to certain special events and services offered by us and/or our partners.

Benefits include the following (subject to Clause 3 below):

- Invitations to four Oystercatchers Club events each year.

- Agency profile and content on-line on Oystercatchers Club Network.
- Share unlimited content on the online Oystercatchers Club Network.
- Agency CEO profile on the member's section of the Oystercatchers website.
- Access to exclusive content on-line including webinars, industry insight and trend reporting.
- Opportunities to spend time with Oystercatchers' experienced senior team to discuss and get advice on the agency's credentials and positioning, plus dedicated Oystercatchers Club team for questions and support.
- Reduced fee to enter the Oystercatchers Awards and attend the Awards Evening.
- Special events at the Festival of Marketing, 50% discount on Econsultancy's marketing fast track online training and £200 contribution towards a place on Marketing Week's Mini MBA.

Membership criteria:

Member agency must (as determined by us from time to time) be:

- a top 20 agency within its industry sector; or
- a start-up agency whose agency heads have come from senior positions with a top 20 agency and/or have significant industry profile; or
- an agency with specialist capability that is of interest to senior marketers; and/or
- have agency leaders who are recognized leaders within the marketing industry.

3. MEMBERSHIP TIERS

Please refer to your Order Form for details of which of the above benefits are included in your Membership. Additional terms and conditions in respect of events, awards and online content may be applicable, where notified to you.

4. ORDERS AND FORMING YOUR MEMBERSHIP

- 4.1 Orders may be made by making an email or telephone enquiry to our team, either through the website or by direct email.
- 4.2 To place an Order, contact our sales team by e-mail or telephone to discuss your requirements. Our sales team will then send you an order form ("**Order Form**") setting out the proposed terms of your Order and the Order Form that we send to you is an offer by us to provide you with a Membership on the terms set out in the Order Form.
- 4.3 You can accept these terms (at which point the Order will become binding) by either: (i) signing the Order Form and emailing a scan of the signed form back to us; or (ii) confirming by email that you accept the terms of the Order Form and attaching the Order Form to such email.
- 4.4 Please note that your use of our Website is governed by our Website terms and conditions at www.centaurlmedia.com/termsand-conditions ("Website Terms and Conditions") and that we will use any Personal Data you provide to us in connection with your Membership in accordance with our Privacy Policy which can be found at www.centaurlmedia.com/privacy ("[Privacy Policy](http://www.centaurlmedia.com/privacy)").
- 4.5 You, the business user, will ensure that all Authorised Users and any other person using your Membership pursuant to these Terms is made aware of and complies with these Terms, our Website Terms and Conditions, our Privacy Policy and any other terms and conditions applicable to your Membership (as notified to you by us from time to time).

- 4.6 You, the business user, will ensure that Authorised Users are aware that we may share information about their use of Memberships with you (in accordance with our Privacy Policy).
- 4.7 If there is any conflict between our Website Terms and Conditions or Privacy Policy and these Membership Terms and Conditions, then these Membership Terms and Conditions shall govern and take precedence.

5. CHARGES AND PAYMENT

- 5.1 The charges for your Membership will be set out in your Order. In addition to our charges for your Membership, you are responsible for paying any internet connection or other telecommunication charges payable for accessing the content.
- 5.2 The charges are exclusive of VAT or any other sales tax applicable to your country of residence, and such taxes shall be payable by you at the applicable current rate chargeable at the time that we invoice you.
- 5.3 If the price we state to you for your Order is clearly incorrect then we are not obliged to provide you with a Membership at that price even if we have accepted your Order. If we notify you of a pricing error, you may continue your Membership at the correct price or cancel your Membership without any obligation to us and we shall refund you any monies that you have paid to us in respect of that Membership.
- 5.4 We have the right to make changes to the charges from time to time.
- 5.5 We may give you the option to pay the charges on, usually, either a monthly or an annual basis. Any such options and any other options for payment will be specified in your Order.

6. PAYMENT

- 6.1 You shall pay the charges by invoice, as applicable to your Order.
- 6.2 We shall be entitled to issue an invoice to you for the charges on an annual basis as applicable and you shall pay each invoice submitted by us:
- 6.2.1 immediately upon receipt of the invoice (unless otherwise specified in the Order Form); and
- 6.2.2 in full and cleared funds to the bank account nominated by us on the invoice.
- 6.3 Please note that if you have any queries or complaints in respect of an invoice, such queries or complaints must be notified to our Finance Department in writing within 14 days of the date of such invoice.
- 6.4 You shall pay all amounts due under these Terms in full without any deduction or withholding except as required or permitted by law. We may, without limiting its other rights or remedies, set off any amount owing to us by you against any amount payable by us to you.

7. TERMINATION

- 7.1 Without prejudice to their other rights or remedies either party may terminate your Membership on immediate written notice:
- (a) if the other commits any material breach of its obligations under this Agreement which, in the case of a breach capable of remedy, is not remedied within 14 days of service of a notice specifying the breach and requiring it to be remedied; and

(b) if the other holds any meeting with or proposes to enter into or has proposed to it any arrangement or composition with its creditors (including any voluntary arrangement as described in the Insolvency Act 1986); has a receiver, administrator, or other encumbrancer take possession of or appointed over or has any distress, execution or other process levied or enforced (and not discharged within 7 days) upon the whole or substantially all of its assets; ceases or threatens to cease to carry on business or becomes unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986.

7.2 Immediately on termination or expiration of your Membership, you, the business user, and all Authorised Users using your Membership pursuant to these Terms will cease to receive the Membership benefits outlined in **Clause 2** above.

8. CONTENT

8.1 Your use of any content provided by us (including on the Website) including, without limit, any text, data, logos, graphics, photographs, images, animations, software, apps, forms, videos, music and other audio/visual materials ("**Content**") is subject to these Terms. Any Content that you access is either owned by us (or third parties who license such Content to us) and is made available only for your own personal use on the condition that you must not republish, post, transmit, edit, adapt, syndicate or distribute any Content without our prior written permission. The name 'Oystercatchers Club' and other names, logos or marks may be trade mark belonging to us or other companies in the Centaur Media plc group ("**Trade Marks**").

8.2 To the maximum extent legally permitted, you cannot link to or seek to extract data from our Content or reutilise any Content for any commercial purpose or use our Trade Marks in a way that suggests that you or your business has any endorsement from or affiliation to us or other companies in the Centaur Media plc group without our prior written permission (at our sole discretion).

9. YOUR USE OF YOUR MEMBERSHIP

9.1 You must only use the Oystercatchers Club, its Content and Website ("**Club Materials**") for legal purposes in accordance with these Terms and are prohibited from using the same to engage in any illegal or fraudulent activity or in a manner that (in our reasonable opinion) is liable to damage our business or harm other users. Your use of the Club Materials is subject to our membership rules and other policies or guidelines that we may communicate to you from time to time.

9.2 You also undertake that any Personal Data and other information you may provide to us when registering or signing up to any of our services, or during the course of our Membership, is complete, accurate and up to date. In relation to any material you submit to us, to other members and/or on our Website, you undertake to us that either you own this material or have the necessary rights, clearances and or approvals you need to submit or post such material. If you are submitting or posting Personal Data on behalf of another person, you confirm that you have their prior authority to do so.

9.3 You agree to indemnify us in relation to any third party legal actions or claims that are made against us and for any associated losses, damages or expenses (including any legal expenses) that we suffer as a result of

you breaching your obligations or undertakings in this Section 7.

10. OUR LIABILITY

- 10.1 Nothing in these Terms shall exclude or limit our liability for fraud or for death or personal injury resulting from our negligence (or the negligence of our employees or agents) or where applicable law does not permit us to restrict or exclude particular obligations or liabilities.
- 10.2. Subject the above paragraph we do not accept any liability for damage to any property used in conjunction with the Club Materials or in relation to any loss of data when you use the same. In addition, we cannot guarantee that any Content you access or download is free from viruses, worms or other malware, and you should check that you have suitable, up to date virus or malware protection on your computer or device.
- 10.3 We do not make any representation and exclude all warranties, terms or conditions (whether express or implied by law or otherwise) in respect of the Club Materials, including, without limitation, any decision you take on the basis of information provided through the Website, except that nothing in these Terms shall exclude or restrict your statutory rights or other rights that cannot be excluded or restricted under applicable law. Except as set out above, we will not be liable for (1) any indirect, consequential or special loss or damage; or (2) any lost revenue, profits or other economic loss (whether direct or indirect), however arising from your use of this Site.

11. PRIVACY & SECURITY

How we collect and process your Personal Data and safeguard your privacy is governed by our Privacy Policy and which forms part of these Terms. We also have a Cookie Policy that governs use of cookies and other

tracking technologies which may be used in relation to the Club Materials.

12. CHANGES TO THESE TERMS

We may amend these Terms at any time, for example, where we add new services or features or where there is a change in applicable law. All such changes will take effect once these Terms have been updated and you will be assumed to have accepted any such changes if you continue to use the Club Materials after the latest update.

13. PURCHASE OF PRODUCTS OR SERVICES

If you elect to purchase any products or services which we offer to you through the Club Materials (or any affiliated website of another Centaur Media plc group company) this may be subject to new and/or additional terms and conditions which will be notified to you at the time.

14. INVALIDITY & WAIVER

If any of these Terms is found by a court or a regulator to be invalid or unenforceable the other provisions shall continue to apply to the maximum extent legally permitted. No waiver of any of these Terms shall be effective unless made in writing by us and a waiver (or non-enforcement) shall not be construed as a waiver of any subsequent breach.

15. GOVERNING LAW

In the event of any dispute between you and us concerning these Terms, the laws of England and Wales will apply. If you wish to take court proceedings against us, you should do so within England and Wales, except to the extent that applicable law in your country of residence requires mandatory application of another law and/or jurisdiction and/or language and such requirement cannot lawfully be excluded under these Terms in which case such law and/or jurisdiction and/or language shall apply, as far as legally required.

16. CONTACT

If you have any questions or complaints regarding the Website or these Terms, you can contact us by emailing us at: suki.thompson@theoystercatchers.com.