

Standard Membership Terms for the 100 Vision Communications Club

Membership of our club is simple, straightforward and exactly as we set out in our Materials but we've set out the legal detail so you're fully informed when you sign up.

Parties

(A) 100 Vision Communications & Campaigns Ltd with registration number 09444527 whose registered office is at 87 Crown Road, Twickenham, TW1 3EX (referred to herein at "us", "the Company"); and

(B) The member

Definitions

Advisor: means the individual that we allocate to support you

Additional Time: this is time spent supporting you in excess of the agreed time for your Membership package such time will be charged at a per-hour rate and will be agreed with you in advance

Fees: these are listed for each service level at Appendix 1 and must be paid monthly in advance for the duration of the agreement

Services: means those Services outlined in the Schedule of Services at Appendix 1 that are provided to the Member for the Term they agree with the Company and on the terms herein

Materials: means documents or other assets (in any form, including but not limited to any physical, digital, any images, video, etc.) and that remain at all times the property of the Company

Membership: is the Member's access to the 100 Vision Club Services provided by the Company for the Term and Fees agreed with the Company

Payment: means the monthly Fees Payment due in return for your Membership

Term: The duration of the Membership option (see Appendix 1) the Member has agreed

Vision 100 Club: the Vision 100 Communications & Campaigns Limited members club where the Services are provided to the Members on the terms set out in this agreement

Workshop: means either an online or in person meeting led by 100 Vision Communications with Club Members invited to attend

1) When does my Membership start?

- You will become a Member of the Vision 100 Club on the day your first Payment is received in cleared funds by the Company.
- You will receive an email confirming the start of your Membership and the end date of the Membership period.
- We reserve the right to decline or cease Membership at any point during the application or Membership period at our absolute discretion for example (but not limited to) where Payment is late or unpaid or where in our view you have not adhered to our requirements of reasonable and proper conduct with us, such as failing to attend meetings, failing to conduct our relationship in a polite and courteous manner, breaching any legal obligation of any kind or misusing our Materials.
- Membership will be for the benefit of the Member only, it cannot be sub-contracted or used by others.

2) How do I renew my membership?

- Renewal information and options will be shared in advance of the end and start of the period of your membership.
- Membership does not automatically renew, we will notify you of renewal within 28 days of the end of the Term you have chosen (see Appendix 1).
- Your Membership shall cease at the end of the Term unless renewal agreed.

3) What if I need to terminate my membership?

- Once you have signed and agreed these terms for Membership (at any level of Term or Membership, please see Appendix 1):
 - you are liable for the full cost of the Membership Term - whether or not you make use of it;
 - if you wish to terminate the Membership prior to the end of the term, you will need to pay the Term Fees in full;
 - in circumstances where you fail to pay your Membership Payment on any agreed date for the agreed sum(s) then the Company shall be entitled:
 - to suspend or cease providing all access to Materials and Services; and
 - recover any remaining Payment(s) due as a debt.
- Upon termination of the Membership for any reason and by either party any licence granted by the Company shall be automatically and immediately revoked and further the Member shall be liable to:
 - immediately pay the remaining balance of the Membership Fees; and
 - immediately return any Materials to the Company and cease any use of the same.

4) Can the 100 Vision Club cancel my membership?

- Yes. Your Membership is at the discretion of the Company and can be ceased at any time - please also see paragraph 5) above.

5) How do I pay for Membership?

- Each Member shall receive the Services in return for prompt Payment to the Company.
- An email link shall be sent to you referring you to Chargebee and you must then use that link to pay your Membership fees, which will automatically be charged monthly.
- We cannot provide the Services if the Fees are unpaid, overdue Fee Payments will be subject to charges for interest which may be applied at our discretion.

6) What if I miss a payment?

- You will be sent reminders and Membership Services will be suspended until Payment is made.
- Failure to make a Payment or make it on time can trigger cancelation or pausing of the Services until such time as Payments are up to date and made on time.
- Any payments due are due as a debt and shall not be used in any way to offset/deduct or counterclaim against any alleged or actual value of any other sums claimed by a Member from the Company.

7) Are there any discounts?

- Not currently but we reserve the right to offer discounts as we see fit at our absolute discretion.

8) How long will each one to one session last?

- Each consultation session will be booked for 60 minutes.
- If you require extra time we can agree to charge a one off fee at our Additional Time rate for that extra time or we can agree to increase your Membership level if applicable (see Appendix 1).

9) Where will the sessions take place?

- The sessions will be run online using Microsoft Teams.

10) How will the sessions be booked?

Sessions will be booked using Calendly via a link sent on email, you will need to confirm each booking in advance to ensure the Sessions take place.

11) What if I miss a booked session?

- If we receive notice of cancellation within (in any form) less than 72 hours prior to a pre-booked Session date and time - then it cannot be rearranged and there will not be any reimbursement on account of any lost Session.
- In terms of any Sessions due to you in any Membership period that are cancelled by you less than 72 hours in advance or simply missed without any notice of cancellation: where we are able to do so, we shall provide you with one further opportunity to re-book such a session within the next 6 calendar months of your Membership period subject to dates that are available. Any further cancellation within less than 72 hours or any further missed session (within the duration of the relevant Membership period) will not be re-booked.
- Sessions that can be rearranged can be scheduled through Calendly, if done so more than 72 hours in advance, with no restriction or limit on the number of times sessions are rearranged.

12) When and where will the workshops take place?

- Workshops shall be held on broadly quarterly dates per-annum, being four workshops in each quarter of each calendar year (a year being 1 January to 31 December).
- The number of workshops, the timing and availability of the same shall be based dependent on the date you start your arrangement with us.
- Workshops shall be held either in person, online or both, we reserve the right to elect as we wish in each case.
- In the event of the Company being unable to put on any Workshop for any reason, an alternative activity will be arranged, such as a one-to-one meeting with a senior specialist of the Company.

13) What if I can't make a Workshop?

- Workshops will be recorded and made available to active members to watch-back, the availability of the session will be subject to recording and editing time needed after each session.
- We shall notify all active members when new sessions are made available.

14) Who will look after me/us will it be the same person?

- You will be allocated an Advisor to help and support you under your membership.

- We do reserve the right to change the Advisor who supports you based upon our business needs and matters such as holiday cover, sickness, absence and any other commercial considerations.
- Our goal is to provide you with the best service we can, delivered by the best Advisors we can provide.

15) What are my Advisor's qualifications?

- Each Advisor within the team is experienced in providing commercial digital communications consultancy via a combination of relevant industry qualifications and experience.
- We make no warranty as to any specific qualifications of any of our Advisors, however, we do choose the best people and aim to provide you with an excellent service through your Advisor.

16) Can I change Advisor?

- Any concerns with your Advisor should be raised first with the Advisor.
- If you are still not satisfied, you should raise the concerns with the Director of 100 Vision Campaigns and Communications, Ben Hurley, in writing whereupon all matters shall be reviewed openly and commercially to achieve a solution. Ultimately, we must reserve our right to allocate an Advisor as we see fit.

17) Are the Materials provided ours, do we own them or not?

- Any Materials provided by the Company as part of our supporting you under the terms of this agreement and your Membership, are at all times the intellectual property of the Company and are provided only for your internal use and as directed by us and must not be reproduced, shared or used in any way without our advance written consent to do so.
- The Company reserve all rights to permit or restrict use of our Materials as we see fit and the Member must not:
 - share with or permit the use of any of our Materials with any third party;
 - use our Materials for any other purpose other than as directed by the Company;
 - use our Materials for any commercial purpose without our consent, other than for the purpose we prescribe for you and/or your organisation.
- Providing the Member complies with all terms in this agreement the Company grants the Member a revocable, non-exclusive and paid-up royalty free licence to use the Company's Materials as directed by the Advisor and in order to make use of the Membership and Services provided by the Company, save that such said licence can be revoked at any time by the Company and is issued on these strict terms of section 17.
- Copyright in all Materials of any kind in any form produced by the Company for the purposes of the Membership and Services shall remain in the ownership at all times of

the Company and any authorised use permitted of the same shall be based upon a revokable licence, furthermore, the Company strictly prohibit any use of the Company's said Materials (publication, reproduction, sharing, distribution, modification) without the Company's clear and express written consent.

18) Can Materials be produced in accessible formats?

- Yes, we will make Materials as accessible as reasonably possible upon request, please let us know if there is more we can do.

19) Where and how is my data stored and who will have access to it?

- Your data is stored securely within MailChimp and can be accessed by the small authorised team of 100 Vision Communications and Campaigns for the purposes of:
 - assessing your needs;
 - contacting and working with and advising you under your Membership of the communications Club with us;
 - in relation to the provision of Communications Club and its Services and updates on the same.

20) Is the information we share with you kept secure and confidential?

- Yes, we ensure all information is kept confidential however, if you do have specific confidentiality needs of conflicts you must notify your Advisor of the same to permit us to assess and protect your interests in that regard.
- By agreeing to these terms, you are consenting to the Company processing your data for the purposes of providing the Services to you and also marketing our Services to you.

21) Is the work you do insured?

- We do have general commercial insurance covering public and professional liability.
- We are not liable for:
 - any publication or action produced on your behalf or by you at our direction or on our advice that is correctly authorised by you and based upon the information and instructions provided by you to us; and
 - our liability is always limited to the value of the contract for the Services with you; and
 - the Company cannot and will not be liable for any liability, losses, damages or harm caused by any information or content that has not been approved or signed off by your authorised representatives or is based upon your incorrect or imprecise instruction.

22) Are there any sectors you will not work with?

- The Company works with organisations and individuals doing good things.
- We reserve the right to decline applications for Membership at our absolute discretion.

23) How will you handle conflicts of interest e.g. competing organisations?

- The Company will never share information or details about the work of members with other members.

24) How is publication approved?

- Publication of any content will be approved by the Member in accordance with an agreed sign-off procedure, such sign off process will be agreed with your Advisor on the first Session.
- Approved content will be the responsibility of the Member, with the Company acting on their behalf and instruction.

25) How will moderation be managed and approved?

- Moderation, is the monitoring of and responding to activities taking place on Member social media channels.
- This will be managed in accordance with a Moderation Guide agreed with the member and the Advisor, including template responses, agreed actions and sign-off procedures.

26) If I am unhappy with the Service, who do I complain to?

- Directly to your Advisor first, who will share with the Company Director to respond to your concerns.
- Please put any complaint in writing with sufficient detail for us to consider.

27) Is there a code of conduct for members?

- We have a duty of care to our team and have a zero-tolerance approach to abuse or aggressive behaviour of any kind.
- All Members are obligated to work with us openly and honestly and to provide information in a timely manner.
- We do require all Members to be clear honest and open at all times and to provide us with timely and accurate information to base our advice upon.
- We also require all parties at the Company and Members to treat each other with courtesy, kindness and respect.
- We do reserve the right to cease the Membership of any Member that we feel has behaved inappropriately towards our team or other members.

- Where it is deemed, in our opinion, that a Member has behaved inappropriately, we shall not be under any obligation to refund any unused Membership Fees whether paid in advance or otherwise.

28) Can this agreement be varied?

- The Company may vary these terms on 21 days' notice in writing.

29) Can we assign this Membership to other?

- No, this agreement and the Membership is exclusively between the parties named at the beginning of it and cannot be assigned unless authorised in writing by a Director of the Company.

30) General Terms

- This agreement constitutes the entire agreement between the parties to it and supersedes (made in any form) any previous agreements, statements offers, warranties, representations or understandings between the parties.
- This agreement and any disputes concerning its terms or relating thereto shall be governed by and construed in accordance with the laws and courts of England and Wales which shall have exclusive jurisdiction to settle any claims arising out of or connected to this contract.

Appendix 1: Summary of Service Levels & Fees for each

Club Membership

Price: £450 plus VAT per-month

Term: for 6 or 12 month fixed Term

- Kick off meeting – one to one session with communications expert.
- Follow up meetings (x1 per month) providing tailored support and advice.
- Tailored templates such as:

- Strategy documents
- Social media toolkits
- Content calendars
- Delivery schedules and timelines
- Quarterly club workshops.

Development Membership

Price: £1000 plus VAT per month

Term: for 6 or 12 month fixed terms

- Kick off meeting – one to one session with communications expert.
- Social media audits, goal setting and planning.
- Fortnightly check ins with experts.
- Tailored templates such as:
- Strategy documents
- Presentations
- Internal reporting
- Social media toolkits
- Content calendars
- Delivery schedules and timelines
- Quarterly club workshops.

Team membership

Price: £2000 plus VAT per month

Term: 6 or 12 month fixed terms

- Kick off meeting – one to one session with expert, fortnightly check ins and monthly review of goals.
- Tailored digital communications planning and support.
- Social media audits and goal setting for up to 3 platforms.
- Social media community management and moderating (1-2 platforms).
- Weekly social media content creation (1 post).
- Tailored templates such as:
- Strategy documents
- Presentations
- Social media toolkits
- Content calendars

- Delivery schedules and timelines
- Quarterly club workshops.