

## PRCA Membership Terms and Conditions

**Please read the following important terms and conditions before you submit your PRCA Membership Application**

These terms and conditions set out our respective legal rights and responsibilities in respect of your application to, and membership of, the Public Relations and Communications Association. By making an application for membership to the PRCA, you agree to be bound by these terms and conditions and confirm that the information you have submitted is accurate and complete.

In these terms, references to “PRCA”, “we”, “us” or “our” shall be to Public Relations Communications Association Limited with company number 00965517 and registered address at 39 High Street, Battle, East Sussex, United Kingdom, TN33 0EE.

### Application Criteria and Fees

1. To become a member of the PRCA, you must complete and submit a copy of the PRCA Membership Application Form (“**Application Form**”) requested at [membership@prca.org.uk](mailto:membership@prca.org.uk) and pay the annual Membership Fee for the first year of your membership.
2. PRCA membership will be granted to the consultancy (or in-house comms team) specified in the Application Form only and may not be assigned, sold or otherwise transferred to any other consultancy, agency, business or third party.
3. We reserve the right, in our absolute discretion, to refuse any membership application for any reason.

### Membership Term and Renewal

4. Your membership shall last for an initial 12 month period beginning on the date we notify you of your successful membership application (“**Initial Term**”). Thereafter, unless cancelled in accordance with the provisions below, your membership will automatically renew (on the 1<sup>st</sup> day of the month immediately following expiry of the Initial Term) for successive periods of 12 months (each a “**Renewal Term**”). The Initial Term and the Renewal Terms shall together be the “**Term**”.

### Membership Fees

5. The annual fee payable for your PRCA membership (“**Membership Fee**”) will be determined by your Fee Income.
6. “**Fee Income**” means:
  - Where you are **an independent consultancy, agency or company**: your annual revenues derived from carrying out public relations consultancy work (including any mark-up and any handling charges or profits made on disbursements or expenses) based on your most recent set of audited financial accounts from the preceding financial year.

- Where you are an **in-house communications team**: the total communications budget available to you in the year of application.
7. Our Membership Fee bands are set out at [www.prca.org.uk/agencybandings](http://www.prca.org.uk/agencybandings).
  8. You acknowledge that your annual Membership Fees may change for each Renewal Term depending on your Fee Income, our Membership Fee rates (as varied by us from time to time) and/or the introduction or expiry of any discounts we have agreed to give you from time to time.
  9. The Membership Fee for the Initial Term and each Renewal Term is payable:
    - in full, within 30 days of the date of our invoice for such sums (invoices to be issued at the beginning of the Initial Term and each Renewal Term); or
    - if agreed by us in writing, in 8 monthly instalments, beginning in the first month of the Initial Term/Renewal Term with each instalment payable in the successive months thereafter.
  10. Membership Fee payments shall be made by bank transfer to the bank details set out in the invoice. Please use your business name as your reference for the payment.
  11. Our Membership Fee rates are reviewed periodically and may be varied by us from time to time (at our sole discretion). When any such changes are made, we will provide you with at least 30 days' notice and your new Membership Fee will be effective from the start of the next Renewal Term to commence after the date of the notice.

#### Member Engagement

12. As a member of the PRCA, you must:
  - comply with all of the provisions in our [Memorandum and Articles of Association](#) and any by-laws, rules and regulations of our [Professional Charter and Code of Conduct](#); and
  - pay your annual Membership Fee in accordance with these terms.

#### Member Benefits

13. You will be granted a range of member rights and benefits during the Term of your membership, as set out on our website, in our marketing communications or as otherwise communicated to you by us ("**Member Benefits**").
14. You acknowledge that the Member Benefits may change from time to time.
15. Member Benefits commence or are renewed once payment of your Membership Fee has been received in respect of the Initial Term and/or each renewal Term.

#### Your right to cancel your membership

16. If you do not want to renew your membership after the Initial Term or after any Renewal Term, you can cancel your membership by providing notice to us by email to [account@PRCA.org.uk](mailto:account@PRCA.org.uk) not less than 30 days' before the commencement of the next Renewal Term. Notice received less than 30 days before the commencement of the next Renewal Term will not be effective until the following year and, as such, you will be obliged to pay the Membership Fee in the forthcoming Renewal Term.

17. If you choose to cancel your membership, you acknowledge that:
- you will have no claim to any refund of Membership Fees already paid; and
  - all Membership Fees due but not yet paid will immediately become due and payable by you.

#### Our right to terminate your membership

18. We reserve the right to immediately terminate your membership for the following reasons on giving you written notice of the same if: (i) you have committed a breach of any of the terms hereof and (where such breach is capable of being remedied) shall have failed to remedy the same within 30 (thirty) days of receiving a notice specifying the breach and requiring its remedy; (ii) you have breached any provisions of our [Professional Charter and Code of Conduct](#) (iii) you engage in conduct which, in our reasonable opinion, reflects unfavourably on the good name, goodwill, reputation or image of the PRCA, the membership programme, or other members; (iv) you fail to pay any Membership Fee (or portion thereof) when due and fail to remedy the same within 5 working days of receiving a reminder notice from the us that payment is overdue; or (v) during any 12 month period you fail more than once to pay any Membership Fee (or portion thereof) when due.
19. In the event that membership is terminated for one of these reasons, without prejudice to our other rights and remedies, you acknowledge that no refund of any Membership Fees paid will be made to you. On termination of your membership, all rights connected with your membership shall immediately cease.

#### Disclaimer, Liability and General Terms

20. Whilst we endeavour to ensure the accuracy of information and material supplied to members, no warranty is given about the accuracy of such information and materials.
21. We reserve the right to vary these terms (including the documents referred to in them) from time to time. We will make you aware of any variations that we make.
22. Nothing in these terms shall exclude or in any way limit either party's liability for fraud, death or personal injury caused by its negligence or any other liability to the extent such liability may not be excluded or limited as a matter of law. Subject to the foregoing, the we shall not in any event be liable to pay compensation or damages to you (for whatever reason such compensation or damages may be due) in relation to these terms or the rights granted under them, greater than the amount of the Membership Fees received by the us in the particular year of the Term to which the action or claim relates.
23. During the Term, you acknowledge and agree that the we may access, receive, generate, store and/or otherwise process personal data relating to you in order to process your application for membership and to fulfil our obligations to you under these membership terms when you become a member. We shall process your personal data in accordance with our Privacy Policy at <https://www.prca.org.uk/about-us/privacy-policy-and-cookie-policy>.
24. The terms are governed by English law and the parties subject to the exclusive jurisdiction of the English courts.