

# **Membership Terms & Conditions**

These are the terms and conditions for Membership of Haslemere Educational Museum (HEM).

For the purpose of this document Membership shall include Members and Friends.

It is important that you read these Terms and Conditions carefully before you take out HEM Membership as they tell you who we are and on what basis you are taking out Membership.

If you have any questions about our Terms and Conditions, please contact membership@haslemeremuseum.co.uk

#### 1. These terms

1.1. These terms and conditions (Terms) apply to any purchase of HEM Membership.

1.2. We have the right, without liability to you, to refuse to allow you to enter Haslemere Educational Museum and/or to escort you from our premises and/or to terminate your Membership if you, in our judgement, breach any of these Terms.

#### 2. Information about us

By purchasing Membership, you are entering into an agreement with The Trustees of Haslemere Educational Museum of 78 High Street, Haslemere, Surrey, GU27 2LA (HEM, we, us, our) on these terms.

Haslemere Educational Museum is a charity registered in England and Wales (charity number 1071244); and a company limited by guarantee, registered in England and Wales (company number 3203702). Registered office: 78 High Street, Haslemere, Surrey GU27 2LA

#### 3. Membership benefits

3.1. HEM Members will receive a range of benefits depending on the category of Membership applied for. A complete list of Membership benefits is available on the HEM website. A typical Membership package will include:

#### 3.1.1. Membership card(s), one per Membership;

Normally delivered within 15 working days of your application for Membership being accepted by the Museum. In the meantime, you may use your Membership Number when you visit, or request the Office Team to check your record on the Museum database to confirm Membership.

3.1.2. Unlimited access to HEM within public opening hours, in line with last admissions times, excluding special events;

3.1.3. Regular Member E-News and updates via email;

3.1.4. 10% discount off HEM shop (see 3.6 below);

3.1.5. Ad-hoc Member offers and events;

3.1.6. Priority booking on special events.

3.2. We reserve the right to change the benefits that apply to HEM Membership at any time and without prior notice, which may include restricting Member entry if capacity has been reached. Where possible, changes to benefits will be published on the HEM website.

3.3. We may maintain, cancel or introduce different categories of Membership from time to time. It is your responsibility to ensure that you have the most appropriate category of Membership to suit your personal circumstances at any time. HEM is not responsible in the event that a more appropriate category of Membership may have been available at any time.

3.4. Members are required to provide a valid email address to ensure they are able to receive all Membership benefits and communications.

3.5. Members wishing to book tickets for Members only events or priority booking HEM event tickets must do so online via www.haslemeremuseum.co.uk/whatson/whatson.html unless otherwise instructed by invitation. Members must apply for tickets before the event unless otherwise specified. Tickets are awarded on a first come first serve basis. Popular events may have restrictions on the number of tickets a Member can purchase. HEM reserves the right to charge the difference between Member and non-Member ticket price, where people arrive with a Member discount event ticket(s) and no proof of a valid Membership.

3.6. Retail discounts are only applicable to items over the value of £1. HEM reserves the right to exclude certain items from Membership discounts. The following products are currently exempt from the 10% Membership discount: HEM Gift Membership, on loan exhibition merchandise. Membership discounts cannot be used in conjunction with any other promotional discounts.

3.7. Lost Membership cards will be replaced once free of charge. We reserve the right to charge a small administration fee for any subsequent replacement cards.

3.8. Your visit to HEM is at all times subject to any notice to visitors we post on the premises, and our standard admissions guidelines as may be amended from time to time. In addition, you and any persons for whom you have bought Membership must comply with any reasonable instructions given to you by our staff or any third party instructed on our behalf during your visit.

3.9. Entry to the Museum is during normal public access opening hours only. Opening hours may vary. Although we will endeavour to adhere to advertised opening hours we reserve the right to change opening hours or close the Museum at short notice for safety, private hire, or any other reason. Please check our website before visiting. We reserve the right to restrict entry or to require that any Member leave the Museum for reasons of health or safety, or if we consider that it is in the best interests of the Museum or our staff, volunteers, or other visitors.

#### 4. Your details

4.1. During your time as a Member we will collect information about you to help administer your Membership, personalise your experience of Membership and develop our Membership offer. This data will usually be held for 7 years after your data becomes inactive (for the primary purpose of financial auditing). We collect information about you in a variety of ways including, but not limited to:



4.1.1 When you join as a Member, complete a Gift Aid declaration, make bookings for HEM events, make a purchase in the HEM shop and when you respond to HEM emails.

4.1.2. When you login to your Membership account.

4.1.3. When you contact the Membership team directly in person, by phone, post or by email.

4.2. HEM will process personal data about individuals (including Members) in accordance with Data Protection Act 1998/the General Data Protection Regulation 2018. We will process such personal data as set out in our Privacy Policy, https://www.haslemeremuseum.co.uk/privacy.html, as may be amended from time to time:

4.2.1. As set out in these Terms, and in order to perform our obligations under any contract between you and us, and where reasonably necessary for HEM's purposes; and

4.2.2. In order to comply with any court order, request from or referral to an appropriate authority, or legal, regulatory or good practice requirement.

4.3. We may use your details to contact you in relation to service information, including, but not limited to, expiry and/or renewal reminders.

4.4. You are responsible for informing us of changes to your personal details. Please do not share your individual password/s for access to our on-line services with anyone else.

4.5. If you have any enquiries about your data or wish to stop receiving communications from HEM (although they form part of your Membership benefits) please email membership@haslemeremuseum.co.uk or write to Haslemere Museum Membership, 78 High Street, Haslemere, Surrey, GU27 2LA.

4.6. The Haslemere Educational Museum is registered as a 'data controller' with the UK Information rights regulator - the information Commissioner's Office (ICO).

# 5. Membership fees and payments

5.1. Members will pay an annual Membership fee (excludes Life Membership\*) with a single annual payment by Direct Debit, credit/debit card, FPI or cash. Friends will pay a monthly subscription by Direct Debit. HEM reserves the right in its absolute discretion to change Membership fees each year. Where possible, changes to Membership fees will be notified in advance, or with your renewal letter/email.

\*Life Membership option discontinued 05/2023

5.2. Your Membership is valid immediately from the day that we process your Membership joining and/or renewal form (either online, in-house or over the phone) and will usually be valid for 12 months unless otherwise stated. If you do not renew your Membership, it will expire automatically at the end of the Membership period unless it is renewed in accordance with clause 5.4 below.

5.3. Upon expiry of your Membership you will no longer be a Member and you will no longer be entitled to receive any Membership benefits.

5.4. When each Membership comes to an end, HEM will send you renewal reminders (excludes auto-renewal Memberships), and your Membership will be cancelled unless and until a further Membership fee payment is received from you.

5.5. The credit/debit card information and/or Direct Debit information you provide us for a Membership transaction is used solely for the purpose of processing that Membership transaction.

5.6. We cannot accept card payment details via email and will decline any payment by this means.

5.7. If you are not using your own credit/debit card to pay for the Membership subscription, you must ask permission of the credit/debit card holder before entering payment details. When you subscribe to Membership of HEM either online or verbally, you are confirming that you have obtained the express prior permission of the credit/debit card holder.

5.8. If we are unable to obtain payment authorisation from the issuer of your card or from your bank in the case of Direct Debit payments and a Membership has already been issued to you, we will request you return the card and you will forfeit any benefits.

5.9. Prospective Members can take out Membership via our HEM Membership System powered by sheepCRM. You will need to process and make payment on your own device by card, or you can choose to pay by Direct Debit - our preferred method - via GoCardless.

#### 6. Gift Aid

6.1. You must be a UK taxpayer to participate in the Gift Aid scheme. You need to pay enough Income Tax or Capital Gains Tax in each tax year to cover the Gift Aid claimed on all your donations to charity otherwise you are responsible to pay any difference.

6.2. If you no longer pay sufficient UK Income or Capital Gains tax, please get in touch with us and we will stop claiming Gift Aid on your Membership. You can get in touch via email membership@haslemeremuseum.co.uk or telephone 01428 642112.

#### 7. Renewals

7.1. You will be contacted approximately one month before your Membership is due for renewal, (excludes auto-renewal Memberships by standing order/faster payment) detailing the expiry date of your Membership and any further action you may need to take in order to continue your subscription. At this point we will invite you to renew by Direct Debit, which is the most cost-effective way for Members to support us. You can still renew by card payment however.

Membership can be renewed online, by phone or in the Museum.

7.2. We will actively encourage Members whose Membership has lapsed to renew up to 90 days after your Membership expires. During this 90-day period and if not in receipt of payment or Direct Debit instruction, you will no longer be a Member and you will no longer be entitled to any Membership benefits.

#### 8. Publications and other materials

Unless stated otherwise, copyright and all other rights in all publications and materials supplied to you by HEM is owned by HEM. Members may not reproduce, transmit, distribute, sell or commercially exploit these materials without the prior consent of HEM or to the extent expressly permitted by law.



# 9. Cancellations

9.1. As a consumer, when you purchase Membership via the internet, in HEM or over the phone you have a legal right to cancel the contract formed between us if you change your mind or decide for any other reason that you do not want to use the Membership within 14 days of purchase.

9.2. Cancellations received more than 14 days from the date of purchase will not be eligible for a refund. Membership benefits will cease in their entirety from the date you receive confirmation from us that your cancellation has been processed.

9.3. To cancel a contract for Membership, you must contact us at membership@haslemeremuseum.co.uk or by writing to Haslemere Museum Membership, 78 High Street, Haslemere, Surrey, GU27 2LA. You must contact us in writing via email or post stating your name, Membership number, contact details and reason for cancelling.

9.4. To meet the cancellation deadline, it is enough for you to send your communication concerning the exercise of the right to cancel before the cancellation period has expired. We will email you to confirm we have received your cancellation.

9.5. If you pay for your Membership by annual Direct Debit you may cancel your Membership during the course of your period of Membership. To cancel your contract in this way, you just need to let us know that you have decided to cancel. When you notify us to cancel your Membership, your Membership will continue until the next due date for Direct Debit and we will not take any further Direct Debit payments. We will not refund you any payments already made.

#### 10. Revocation of Membership

10.1. HEM reserve the right to terminate your Membership if in its reasonable opinion you behave in a way which is considered to be harassing, causing distress or inconvenience to other Members, any visitor to HEM, any HEM volunteer, any Member of HEM staff or any directors, trustees, patrons, donors or other supporters of HEM or you breach any of these Terms.

10.2. HEM reserves the right to revoke your Membership at any time, without financial compensation, if you commit any breach of these Terms.

10.3. All Membership cards remain the property of HEM and shall be revoked without compensation in the following circumstances:

10.3.1 If the Membership card is sold, loaned or given away without our prior written consent;

10.3.2 If any attempt is made to sell, loan or give away a Membership card without our prior written consent; or

10.3.3 The Membership card has been purchased through illegal methods (including, but not limited to, the use of fraudulent debit/credit cards).

#### 11. Changes to Membership category

Changes to your Membership can be made by contacting membership@haslemeremuseum.co.uk or phoning 01428 642112.

Self Service Account users are able to make changes via the HEM Membership System powered by sheepCRM.

When requesting changes to your current Membership we may ask for your original Membership card(s) to be returned before presenting you with a new Membership card(s).

# 12. Gift Membership

12.1. Gift Membership can only be used by the named card holder or card holders (subject always to the terms of the category of Membership purchased).

#### 13. General

13.1. We reserve the right to change these Terms at any time.

13.2. Carers of Members are entitled to the Member discount on event tickets. Proof of entitlement may be requested upon entry.

13.3. Anyone wishing to take out Membership (excluding Gift Membership) on the day of their visit who had previously purchased a non-Member event ticket for that day, will be entitled to a one off Membership fee reduction equivalent to the difference between Member and non-Member ticket price. Joining Members will be required to sign up to Membership by card payment on that day. This is dependent on the following conditions:

13.3.1. You have a valid ticket purchased for that day directly through HEM;

13.3.2. You are purchasing Membership on the same day as your original event ticket was valid;

13.3.3. Your original event ticket would have been one of the benefits associated with the Membership package you have purchased.

# 14. Other important terms

14.1. Nobody else other than the Member and us are party to the agreement that is entered into upon these Terms and accordingly no other person shall have rights to enforce any of these Terms.

14.2. These Terms are governed by English law.