

## MEMBERSHIP TERMS & CONDITIONS

The Bowes Museum is a registered charity, registered in England (Charity number: 1079639) at Barnard Castle, County Durham DL12 8NP. References to the “Museum”, “our”, “we” or “us” are references to The Bowes Museum.

In applying to become a Member of The Bowes Museum you agree to these terms and conditions and we assume you consent to our holding personal information on your behalf in accordance with data protection laws and our data protection policies. Additionally, in accepting your Membership application these terms and conditions form the basis of a contract between us through which the Museum will deliver a service to you as a member. Where you apply for Gift Membership for someone else, we will deliver these services to the person named in your application.

### 1. Membership benefits

- 1.1 As a Member you will receive a range of benefits including:
  - Unlimited entry to The Bowes Museum, exhibitions (unless otherwise indicated) and events year-round.
  - Priority booking for events communicated via email.
  - Membership e-newsletters which includes stories about making the most of your Membership, the ways in which we conserve and protect the Museum and promote its charitable purpose.
- 1.2 We may, from time-to-time, change the benefits that apply to our Membership schemes without notice. Changes to benefits will be published on the Museum’s website and in our newsletters, where possible.
- 1.3 We introduce, change or withdrawn Membership schemes from time to time. It is expected that you will choose the most appropriate category of Membership to suit your personal circumstances. The Museum is not responsible for your selection if a more appropriate category of Membership was available.

### 2. Visiting as a Member

- 2.2 Membership’s are for the named Member(s) only. Membership may not be transferred to another person and Members are not permitted to allow another person to use their Membership. A full list of eligible postcodes for Local Membership can be found at [thebowesmuseum.org.uk/book-tickets](http://thebowesmuseum.org.uk/book-tickets).
- 2.3 Local Membership and Membership allow only the named Member to enter the Museum. ‘Joint Member’ categories allow both named Members to enter the Museum, either together or individually.
- 2.4 You may be asked to present identification to verify that the Membership presented belongs to you. If you are not able to prove Membership full admission payment may be required.
- 2.5 Entry to the Museum is during normal opening hours. Opening hours may vary although we aim to adhere to advertised opening hours we may change opening hours or close at short notice for safety, private hire, or any other reason. Please check our website before visiting. We may restrict entry or ask Members leave the Museum for reasons of health or safety or if we consider that it is in the best interests of the Museum, our staff, volunteers or other visitors.
- 2.6 Membership may not entitle Members to attend special events, tours or take part in other activities at the Museum which require additional payment. Ticketed events have a limited capacity, so numbers will be restricted and cannot be guaranteed. For further terms on our events please see our Event terms and conditions.

### 3. Right to refuse applications

- 3.1 The Museum reserves the right to refuse any application for Membership. The Museum also reserves the right not to fulfil or to cancel a Membership if you (or the Member, where you purchase Gift Membership for another person) are found to be in breach of these conditions.
- 3.2 On receipt of your order we will debit your card or process an Auto Renewal payment for the price (as applicable). However, our acceptance of your offer remains subject to approval by us. Once a decision has been reached, we will confirm that your application has been accepted, at which point a contract will be formed between us, or we will notify you that we cannot accept your application. If we cannot accept your application for whatever reason, we will confirm that your account has been credited (if applicable).

3.3 If we are unable to obtain payment authorisation from the issuer of your card or from your bank in the case of an Auto Renewal payment and a Membership has already been issued to you, you will forfeit any benefits.

#### **4. Price information**

4.1 All quoted Membership fees are for a 13-month Membership from the date of registration or renewal. Membership is valid immediately from purchase.

4.2 We reserve the right to increase the price of your Membership subscription on an annual basis. You will be informed of any Membership fee increase in a renewal email.

#### **5. Credit/Debit card payments**

5.1 The credit/debit card information you provide us for Membership is used solely for the purpose of processing that Membership. If we are unable to process payment from the credit/debit card details you have provided we will contact you immediately to verify your card details.

5.2 We strongly advise you against sending us any credit/debit card information via email. It is contrary to the rules of the Payment Card Industry (PCI) for us to accept credit/debit card payments by email and we will decline to accept payment by this means.

5.3 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 the Museum either online or verbally, you are confirming that you have obtained the express prior permission of the credit/debit card holder.

#### **6. Auto Renewal payments**

6.1 If there are any changes to the amount, date or frequency of your Auto Renewal, the Museum will notify you 10 working days in advance of your account being debited or as otherwise agreed. If we request to collect a payment, confirmation of the amount and date will be given to you at the time of the request.

6.2 2 days in advance of your membership expiry date The Bowes Museum will collect payment for renewal.

6.3 If an error has been made in the payment of your Auto Renewal by us or your bank/building society, you are entitled to a full and immediate refund of the amount paid from your bank or building society. If you receive a refund you are not entitled to, you must return it upon being requested to do so by the Museum.

6.4 You can cancel auto renewal by contacting The Bowes Museum. Written confirmation may be required. If you cancel or choose not to renew your membership you must also notify us detailed in Section 8.7 below.

#### **7. Gift Aid**

7.1 Memberships are eligible for Gift Aid if you are a UK taxpayer and have paid an amount of UK income tax or capital gains tax that is equal to the donation amount made.

7.2 It is your responsibility to read and truthfully fill out the declaration.

7.3 It is also your responsibility to inform The Bowes Museum of any changes to your Gift Aid Status.

7.4 Memberships can be included in self-assessment tax returns. For details see your Gift Aid Declaration.

7.5 Declarations are valid for future purchases until you tell us otherwise.

#### **8. Your rights to cancel**

8.1 As a consumer, you have a legal right to cancel the contract formed between us within 14 days if you change your mind or decide for any other reason that you do not want to continue the Membership.

8.2 Your legal right to cancel the contract starts from the date on which we confirm that your application for Membership has been accepted or from renewal, which is when the contract between us is formed. Your deadline for cancelling the contract is 14 days after the day on which this contract was formed. To cancel a contract in this way, you need to let us know that you have decided to cancel. Please see Section 8.7 below to find out how to notify us.

8.3 You are not entitled to a refund. Memberships cannot be refunded due to being treated as a full donation and benefits already used.

8.4 After 14 days have passed you may not cancel your Membership during the first year. In subsequent years, if you pay by Auto Renewal you must give us at least 10 days' notice to let us know that you have decided to cancel your Membership.

8.5 In the event that your Membership is cancelled you will no longer be entitled to receive any Membership benefits.

- 8.6 Membership rights and benefits shall cease on death, but no refund shall be made.
- 8.7 To let us know that you wish to cancel your Membership or do not wish to renew your Membership you must notify us by contacting our Reception team by email at [membership@thebowesmuseum.org.uk](mailto:membership@thebowesmuseum.org.uk) or telephone on 01833 690606.

## **9. Gift Membership**

- 9.1 Gift Membership can only be used by the named Member(s) (subject always to the terms of the specific category of Membership purchased).
- 9.2 The purchaser of any Gift Membership warrants that he/she/they has the consent of the Member to provide the Member's personal data to the Museum for the purposes of administering the Membership and Membership benefits.

## **10. Data protection and use of personal data**

- 10.1 When you apply for The Bowes Museum Membership (and throughout the course of your Membership subscription) it will be necessary for us to obtain certain information from you (such as your name, e-mail, address and date of birth). We will treat this as personal data for the purposes of data protection law. The Museum will collect, hold and process your personal data in accordance with our **Privacy Policy** which can be viewed at [thebowesmuseum.org.uk/privacy-policy](http://thebowesmuseum.org.uk/privacy-policy).

## **11. Liability**

- 11.1 Subject to clause 11.3, and to the extent possible by law, the Museum excludes all liability to Members or to any other third party for any loss of profit, or any special, incidental or consequential damages (however arising, including negligence) arising out of, or in connection with services, benefits and/or products supplied by the Museum, or any company associated with the Museum.
- 11.2 Subject to clause 11.3, our liability to you is limited to the value of the Membership fee.
- 11.3 Nothing in these terms and conditions excludes liability for death or personal injury caused by the Museum's negligence or for fraud or fraudulent misrepresentation.

## **12. Queries, comments and complaints**

- 12.1 The Museum will aim to respond to any query received within three working days. This may be an acknowledgement of receipt whilst further investigations are carried out. If you have any queries or complaints, please contact us using our **contact form** at [thebowesmuseum.org.uk/contact-us](http://thebowesmuseum.org.uk/contact-us) or telephone: 01833 690606, or email [membership@thebowesmuseum.org.uk](mailto:membership@thebowesmuseum.org.uk).
- 12.2 Office hours are Monday to Friday, 10.00 to 16.00 (excluding Christmas, Boxing and New Year's Days).

## **13. General**

- 13.1 These terms and conditions are governed by the laws of England. Anything said by any member of staff, volunteer or agent on our behalf should not be understood as a variation of these terms and conditions, nor as a representation about the nature and quality of the services being offered by us.

## **14. Non-Profit Membership or Corporate Membership**

- 14.1 Each Membership admits one person free to The Bowes Museum at published opening times. A charge may be made for some special and additional exhibitions and events which are not an integral part of The Bowes Museum itself.