

Terms and Conditions of Membership

These are the terms and conditions on which we sell Membership of The Atkinson. Please read them carefully before you order Membership from us, as they tell you who we are, and on what basis you are purchasing Membership.

If you think there is a mistake in these Terms and Conditions, or if anything is unclear, please contact hello@atkinsontrust.org.uk

These terms and conditions apply to any purchase of The Atkinson Membership.

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1. Background

- 1.1 Membership of The Atkinson is administered by The Atkinson Development Trust.
- 1.2 Income from Membership will go to The Atkinson Development Trust, to be used in its charitable purposes.
- 1.3 The Atkinson Development Trust is a registered charity (number 1161020) incorporated on 23 March 2015 and is governed by its Governing Document. The charity's objective is to support The Atkinson to use its heritage, art collections and its remarkable building to connect with people.

We aim to:

- Have a positive impact on local people's lives and wellbeing
- Connect people with art, culture and local stories
- Improve access to the collections and the building

To find out more about The Atkinson Development Trust click here.

2. Agreement

2.1 If you are buying Membership of The Atkinson for your own use or if you are making use of The Atkinson Membership after it was bought for you by someone else, then by your action you agree and accept that these Membership terms and conditions apply between us. If you do not agree and accept these terms and conditions you must not buy or make use of The Atkinson Membership.

3. Personal Details

- 3.1 All information about Members which is held by The Atkinson will be used solely by The Atkinson and The Atkinson Development Trust to manage your Membership. We retain contact information and details of payments in order to fulfil your Membership and provide Membership benefits to you. We will not pass your details on to third parties.
- 3.2 The Data Manager for The Atkinson Development Trust is The Treasurer, who is a Trustee.
- 3.3 The Atkinson Development Trust has a formal data sharing agreement with The Atkinson for them to capture and store personal data specific to your membership.
- 3.4 The Atkinson and The Atkinson Development Trust will process all personal data in accordance with the Data Protection Act 2018.

- 3.5 If you have made a donation and have indicated that you wish us to claim Gift Aid upon your donation, The Atkinson Development Trust will share with HMRC only that data which is required to claim Gift Aid, and will not share it with any other party.
- 3.6 In being a Member, it will be necessary to communicate with you using the contact data which you have provided. Under GDPR you are entitled to ask us to remove your personal data. Please be aware that we wouldn't be able to retain you as a Member without the ability to communicate with you and manage your Membership.
- 3.7 You are responsible for informing us of changes to your personal details including email address and contact permissions.
- 3.8 We may collect, use and share aggregated data such as statistical or demographic data for any purpose. Aggregated data may be derived from your personal data but is not considered personal data in law as it does not reveal your identity.
- 3.9 Your data will usually be held for six years after your data becomes inactive for the primary purpose of financial auditing. If you choose to resign your Membership and would like us to destroy all information we hold about you, please let us know.
- 3.10 Please note that if you make a Gift Aid donation we will need to retain the details for six years to comply with Inland Revenue requirements.

4. Membership Categories

- 4.1 The two categories of Membership are Individual or Joint Membership.
- 4.2 Joint Membership provides two named individuals with full Membership benefits.
- 4.3 Joint Membership is only available for two people living at the same address.
- 4.4 We may 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.

5. Membership Benefits

5.1 Your Membership of The Atkinson gives you:

Invitations to special Members-only events and exhibition opening nights

Free entry to The Atkinson's regular programme of talks

£10 off a purchase of original artwork in our Landing exhibitions

10% discount in A Great Little Place café based in The Atkinson

10% discount in The Atkinson gift shop

A ticket* for one of The Atkinson's regular Studio events: <u>Grateful Freds</u>, or <u>Cake and Classical</u> concerts.

- 5.2 Membership does not include entry into all our special events. Please check individual events for more information.
- 5.3 Benefits are subject to availability. If any element of the offer with a financial value must be removed from the offer, we will look to replace with an alternative offer of similar value.
- 5.4 We reserve the right to change the benefits at any time and without prior notification or recompense. Where possible, changes to benefits will be published on The Atkinson's website and Members informed.
- 5.5 Unused Member benefits cannot be carried over to a new year. When the 12 month Membership period runs out, unused benefits will automatically expire.
- 5.6 Members are entitled to one £10 discount on art purchases per year of Membership. To claim £10 discount, the minimum transaction must be £30. The £10 discount only applies to artworks in Landing exhibitions. It cannot be applied to art for sale in the galleries or shop.

^{*} Please note that this is one ticket per Member, so Joint Membership includes two tickets.

6. Your Membership Card

- 6.1 Your Membership Card is valid for one calendar year from date of purchase.
- 6.2 If you buy your Membership in person at The Atkinson, you will be given a Membership Card and Welcome Pack immediately (subject to availability).
- 6.3 If you buy Membership online, please allow 14 days for your application to be processed. Your Membership Card and Welcome Pack will be sent in the post. This will not delay your access to benefits if you present your confirmation email and provide additional ID at the information desk of The Atkinson you will be able to redeem your Member's benefits immediately.
- 6.4 Membership Cards are for the use of the named person only.
- 6.5 Only one Membership Card will be issued per Member.
- 6.6 Where Joint Members are visiting together, both cards must be presented when accessing benefits.
- 6.7 Membership Cards must be shown at the start of a transaction when claiming your discounts. Discounts cannot be applied retrospectively to a transaction.
- 6.8 You may be asked to provide additional ID along with your Membership card.
- 6.9 If you attend an event which should be free for Members without your Membership card(s) you may be required to purchase full price tickets. In this situation if you have an alternative form of ID please speak to a member of staff at the information desk of The Atkinson to see if they can help you.
- 6.10 A replacement fee of £5 will be made for lost cards or cards requiring a new name.

7. Membership Fees

7.1 The cost of a standard Membership starting in the financial year 2023/24 is:

Individual (for one named person) - £36

Joint (for two named people living at the same address) - £67

- 7.2 Membership is not transferable. If you wish to buy Membership for someone else this can be done via Gift Membership Vouchers.
- 7.3 We reserve the right to increase the Membership fee each year. We will let you know of any changes to subscription rates with your renewal letter/email. Increases would only apply for the new Membership year and not partway through.
- 7.4 Subject to any statutory right to cancel, your Membership fee is non-refundable once payment has been received.
- 7.5 Membership rights are not transferrable. You may not transfer your Membership to another person or allow another person to use your card.
- 7.6 Membership rights shall cease on a Member's death or an individual ceasing to be a Member.

8. Concessions

8.1 The cost of a Concession Membership starting in the financial year 2023/24 is:

Individual (for one named person) - £26

Joint (for two named people living at the same address) - £47

8.2 You are eligible for the concessionary rate if, at the time you are joining, you are a full-time student or in receipt of one or more of the following benefits:

Attendance Allowance Carer's Allowance

Council Tax Support Disability Living Allowance or Personal

Independence Payment

Employment and Support Allowance Housing Benefit

Income Support Job Seekers Allowance

Pension Credit Universal Credit

9. Gift Membership

- 9.1 Gift Membership Vouchers can be purchased online or in person. You will receive a printed/printable PDF (A4 sheet) with a unique code which is valid for one use.
- 9.2 Gift Membership Vouchers are valid for 12 months from the date of issue, stated on the front of the voucher. They cannot be used after the expiry date.
- 9.3 Once the Gift Membership Voucher is redeemed, Membership is valid for the full 12 month Membership period.
- 9.4 When the recipient redeems their Gift Membership Voucher online, they will receive their Membership card and Welcome Pack within 14 days, or they may visit The Atkinson to exchange the voucher in person immediately (subject to availability).
- 9.5 Gift Membership Vouchers can only be exchanged for Membership and cannot be exchanged for cash or event tickets.
- 9.6 No part refunds are available for a gifted Membership, including if Joint Membership is bought, but only one person will use it, or if full price is paid for a person entitled to a concession price.
- 9.7 As per our cancellations policy, Gift Membership Vouchers can only be refunded within the first 14 days of receiving payment. Once Gift Membership is activated, it is non-refundable.

10. Renewals

- 10.1 If you don't renew your Membership it will expire automatically at the end of the 12 month membership period
- 10.2 You'll be contacted approximately one month before your Membership is due for renewal, to remind you of the expiry date and let you know how to renew.
- 10.3 Any changes in the Membership offer, e.g. an increase in the annual cost, will apply at the point of renewal.

11. Cancellations

- 11.1 You may cancel your Membership up to 14 days from the day payment is received by The Atkinson.
- 11.2 If you have already received your Membership Card and Welcome Pack, this should be returned. We recommend you make the return in person, or use a guaranteed postal/courier service which will provide a dated and signed proof of receipt. Please retain this proof to avoid any possible problems with the refund.
- 11.3 Upon return of your Membership card and pin badge to The Atkinson Development Trust, we will refund the fee paid, minus the full price of any benefits used in the elapsed membership period.
- 11.4 To meet the 14 day cancellation deadline it is enough to inform us by email within this time limit, please contact us at the email below. We will reply to confirm we have received your cancellation and wait for the return of your Membership card and pin badge before proceeding with your refund. If you prefer to write a letter, please send it to the address below and mark it URGENT. Please include a phone number so we can confirm your cancellation.
- 11.5 Gift Membership Vouchers can only be refunded within the first 14 days of receiving payment. Once Gift Membership is activated, it is non-refundable.
- 11.6 Refunds are not available under any circumstances once the 14 day cancellation deadline has expired. This does not affect your statutory rights.

12. Revocation of Membership

- 12.1 On receipt of your application we will process payment for the appropriate fee, however acceptance of your application for Membership remains subject to approval by The Atkinson Development Trust. If for any reason we cannot accept your application you will be refunded (if applicable).
- 12.2 We reserve the right to refuse any application for Membership if in our reasonable opinion you behave in a way which is considered to be harassing, aggressive, disruptive, causing distress or you breach any of these terms and conditions.
- 12.3 We reserve the right to terminate your Membership if in our reasonable opinion you behave in a way which is considered to be harassing, aggressive, disruptive, causing distress or you breach any of these terms and conditions.

13. Publications and other materials

13.1 Copyright and all other rights in all publications and materials supplied to you by us are owned by The Atkinson Development Trust or The Atkinson. Members may not reproduce, transmit, distribute, sell or commercially exploit these materials without the prior written consent of The Atkinson Development Trust or The Atkinson, or to the extent expressly permitted by law.

Contact Us

If you need any further information, or would like to contact us for any other reason, please get in touch:

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Email: <u>hello@atkinsontrust.org.uk</u>