

# Membership Terms & Conditions

## 1. Definitions

In these terms and conditions, the following words have the following meanings:

**Association** means the ASSOCIATION FOR CULTURAL ENTERPRISES a company and charity incorporated and registered in England and Wales with company number 6480726 and charity number 1122763 whose registered office is at B14 Castle Gardens, Stanhope, Bishop Auckland, England, DL13 2FJ.

**CE(T)L** means Cultural Enterprises (Trading) Limited a company incorporated and registered in England and Wales with company number 08690077 whose registered office is at B14 Castle Gardens, Stanhope, Bishop Auckland, England, DL13 2FJ which is the trading subsidiary of the Association.

**Member** means you and/ or any other member of the Association (depending on the context in which it is used).

**Membership Fee** means the money you or your organisation have paid to the Association to become a member, such Membership Fees are set out on the Association website.

**Membership Period** means the date from which the Association acknowledges your membership following receipt of your Membership Fee to the date on which your Membership expires. This will usually be 12 months from the date that we acknowledge receipt of your Membership Fee.

**Objects** means the charitable objects of the Association which are: (a) to provide education and training for all of its Members and the general public on commerce in the cultural and heritage sector; and (b) to promote the voluntary sector for the benefit of the public by assisting voluntary organisations and charities to maximise their revenue by providing a forum for sharing information and ideas on commerce in the cultural and heritage sector.

**We, us or our** means the Association.

**You or you** means the person identified as the member on the membership application

## 2. Your details

2.1 Any personal information that you provide to the Association will be processed in accordance with all relevant legislation as set out in our Privacy Policy:

<https://culturalenterprises.org.uk/policies/privacy-policy/>

2.2 You are responsible for informing us of changes to your personal details.

### 3. Membership fees and payment

3.1 All Members will pay an annual Membership Fee. The Association reserves the right in its absolute discretion to change the Membership Fee each year. Membership fees are listed on the Association website: <https://culturalenterprises.org.uk/membership/>

3.2 Notice of any subscription charges shall be provided to each member at last two clear months before any subscription becomes due. The Association may request such financial information from both new and existing members in order to decide on the amount of subscription to be charged to the member as long as subscriptions remain linked to financial income from trading activities.

3.3 Your Membership is valid immediately from the day that your Membership is acknowledged by the Association (following receipt of the Membership Fee by the Association in cleared funds) and will usually be valid for 12 months unless, for example you have purchased a longer Membership Period. If you do not renew your Membership it will expire automatically at the end of the Membership Period.

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

**3.5 Renewal by Direct Debit:** When each Membership Period comes to an end, the Association will send you a renewal reminder. If you do not wish to renew your Membership you must inform the Association at the earliest opportunity and preferably at least 10 days before the end of your Membership Period to prevent funds being debited from your account. If you do not inform the Association otherwise, your membership will automatically renew at the end of each Membership Period.

**3.6 Renewal by invoice and credit/debit card:** When each Membership Period comes to an end, the Association will send you a renewal reminder, and your Membership will be cancelled unless and until a further Membership Fee payment is received from you.

3.7 Membership rights are not transferrable.

### 4. Membership

4.1 Member benefits can be found for each category on our website: <https://culturalenterprises.org.uk/membership/>

4.2 Full Membership of the Association is open to any organisation that has charitable status or is otherwise run as a not for profit organisation (which may include a cultural venue or cultural department of a local authority holding membership via the local authority) that is interested in promoting the Objects.

4.3 Associate Membership of the Association is open to any individual or organisation.

4.4 The Association and its trustees reserve the right to review and approve all applications.

4.5 The Association requires members must sign the register of members or consents in writing to become a member either personally or (in the case of a member organisation) through an authorised representative.

#### 4.6 Membership is terminated if the member concerned:

- 4.6.1 gives at least one month's written notice of resignation to the Association and its membership shall cease at the end of the membership year in which the one month's notice expires;
- 4.6.2 dies or (in the case of an organisation) ceases to exist;
- 4.6.3 is more than three months in arrears in paying the relevant subscription provided the member is sent at least one written reminder at least one month after the invoice has been sent (but in such a case the member may be reinstated on payment of the amount due);
- 4.6.4 is removed from membership by resolution of the Association on the grounds that in their reasonable opinion the member's continued membership is harmful to the Association (but only after notifying the member in writing and considering the matter in the light of any written representations which the member concerned puts forward within 14 clear days after receiving notice);
- 4.6.7 is removed from membership by resolution of the Association but only after notifying the member in writing and considering the matter in the light of any representations the member makes in writing or at a general meeting of the Association; or
- 4.6.8 stops operating as a not for profit organisation.

4.7 Membership of the Association is not transferable and subject to any statutory right to cancel, your Membership Fee is non-refundable. You are not entitled to cancel or terminate your Membership before the expiry of the Membership Period. In the event of any failure of the Association to provide your Membership benefits due to circumstances outside of the Association's control, Membership periods will not be extended.

## 5. Publications and other materials

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

## 6. General

6.1 The failure of or delay by the Association to exercise or enforce any right in these terms does not constitute a waiver of such rights.

6.2 The Association reserves the right to:

- 6.2.1 Make minor changes to these terms and conditions to reflect changes in relevant laws and to make minor technical adjustments and improvements, upon reasonable notice to you. These changes will not affect your Membership Benefits.

- 6.2.2 Make more significant changes to these terms and conditions, in its absolute discretion at any time, including by making changes to the Membership Benefits. In these circumstances, we will notify you of the proposed change and you may then contact us to cancel your membership.

6.3 The Association reserves the right to remove benefits at their discretion or in order to meet HMRC requirements or otherwise to comply with a change in the law

## **7. Conduct**

7.1 We ask all Members to be respectful of fellow Members and towards our staff, and to uphold the good reputation of the Association and our Members. The following is a non-exhaustive list of the standards of behaviour we expect

- 7.1.1 No unlawful behaviour or content that could be deemed harassing, defamatory, obscene or offensively profane. No comments that may put us in legal jeopardy, or material posted in potential breach of copyright.
- 7.1.2 Racism, sexism, homophobia, transphobia or other forms of hateful behaviour or -speech will not be tolerated.
- 7.1.3 No impersonation attempts.
- 7.1.4 No spamming.

7.2 In the case of repeated or serious abuse toward our staff and/or other Members or material failure to meet our standards of behaviour, we reserve the right to terminate your Membership.

## **8. Liability**

8.1. Nothing in these terms and conditions excludes or limits liability for death or personal injury caused by the Association's negligence (or that of its staff, employees or agents) or for fraud or fraudulent misrepresentation or for any other liability that cannot under applicable law be excluded or limited.

8.2. Subject to clause 8.1, the Association shall not be liable (howsoever arising and whether for breach of contract, negligence or for any other reason) to Members for:

- 8.2.1. any loss of profit; or
- 8.2.2. loss of sales; or
- 8.2.3. loss of revenue; or
- 8.2.4. any special, incidental, indirect or consequential loss.

8.3. Subject to clauses 8.1 and 8.2, the total liability of the Association for anything that it has done or not done under or in connection with these terms and conditions (and whether the liability arises because of breach of contract, negligence or for any other reason) is limited to an amount equal to the annual Membership Fee paid or payable during the year in which the cause of action arose.