

GWOC Membership Terms and Conditions

The following terms and conditions apply to the agreement between Gilbert White & The Oates Collections, GWOC (Trading) Limited, and Members of the Gilbert White's House and Gardens Membership scheme. Solely natural persons may register as a Member of the Gilbert White's House and Gardens Membership scheme; registration is not open to legal bodies or other entities. These terms and conditions of Membership should also be read in conjunction with the <u>Privacy Policy</u>

When you become a Member of Gilbert White's House and Gardens you are entering into a contract with us, Gilbert White & The Oates Collections, an Accredited Museum and Independent Charitable Trust (Registered Charity No. 1159058)

1. Definitions

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

GWOC means Gilbert White & The Oates Collections (Registered Charity No. 1159058)

Member means you and/or any other Member of the Gilbert White's House and Gardens Membership scheme and "Membership" shall be construed accordingly. All members' data are processed under the GDPR lawful basis of performance of a contract, regardless of the method purchased.

Gilbert White's House and Gardens Membership means the scheme made up of the Membership products described in clause 2.1.

Membership Card means the card or cards provided to the Member(s) by Gilbert White's House and Gardens confirming that you are a Member.

Membership Fee means the money paid or payable to Gilbert White's House and Gardens to become a Member.

Membership Period means the date from which the Gilbert White's House and Gardens receives your Membership Fee to the date on which your Membership expires. The term of your Membership Period is set out on your Membership Card.

2. Membership Products

- 2.1. The different types of Gilbert White's House and Gardens Membership are as follows:
 - 2.1.1. Individual Membership; entitled to the Membership benefits described in clause 3.1



- 2.1.2. Individual plus Guest; entitling the Member to the Membership benefits described in clause 3.2
- 2.1.3. Family Membership entitling the Member and Joint Named Member to the Membership benefits described in clause 3.3
- 2.2. The different types of Gilbert White's House and Gardens Platinum Membership are as follows:
 - 2.2.1. Individual Platinum Membership; entitling the Member to the Membership benefits described in clause 3.4
 - 2.2.2. Joint Platinum Membership; entitling the Member and Joint Named Member to the Membership benefits described in clause 3.5
 - 2.2.3. Family Platinum Membership; entitling the Member to the Membership benefits described in clause 3.6

3. Membership Benefits

- 3.1. Individual Members are entitled to the following benefits: Free entry for Member to house and gardens for a year; Free entry for Member to special entry days (including fairs and selected seasonal events); Regular e-newsletter updates; Invitation for Member and a guest to private views of new exhibitions; Invitation to Members' exclusive events; 10% discount in the shop
- 3.2 Individual Plus Guest Members are entitled to the following benefits: Free annual
 entry for Member and a guest to house and gardens for a year; Free entry for Member
 and a guest to special entry days (including fairs and selected seasonal events);
 Regular e-newsletter updates; Invitation for Member and a guest to private views of
 new exhibitions; Invitations to exclusive Members' events; 10% discount in shop for
 main Member
- 3.3 Family Members are entitled to the following benefits: Free annual entry for 2 Adult Members and up to 3 children aged under 16 to house and gardens for a year; Free entry for 2 Adult Members and up to 3 children aged under 16 to special entry days (including fairs and selected seasonal events); Regular e-newsletter updates; Invitation for 2 Adult Members and a guest to private views of new exhibitions; Invitations to exclusive Members' events; 10% discount in shop for main Members
- 3.4 Individual Platinum Members are entitled to the following benefits: Free lifetime
 entry for Member to house and gardens; Free lifetime entry for Member to special
 entry days (including fairs and selected seasonal events); Regular e-newsletter
 updates; Invitation for Member and a guest to private views of new exhibitions;
 Invitations to exclusive Members' events; 10% discount in shop; Complimentary

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invitation for Member and guest to annual summer drinks party; Complimentary 5 packets of seeds grown from plants in Gilbert White's Garden; Gift voucher for afternoon tea for two people in White's Café; Free parking in the carpark even out of hours (provided an up-to-date car registration is given)

- 3.5 Joint Platinum Members are entitled to the following benefits: Free lifetime entry for Member and Joint Named Member to house and gardens; Free lifetime entry for Member and Joint Named Member to special entry days (including fairs and selected seasonal events); Regular e-newsletter updates; Invitation for Member and Joint Named Member to private views of new exhibitions; Invitations to exclusive Members' events; 10% discount in shop for Member and Joint Named Member; Complimentary invitation for Member and Joint Named Member to annual summer drinks party; Complimentary 5 packets of seeds grown from plants in Gilbert White's Garden; Gift voucher for afternoon tea for two people in White's Café; Free parking in the carpark even out of hours for both Joint Named Members (provided an up-to-date car registration is given)
- 3.6 Family Platinum Members are entitled to the following benefits: Free lifetime entry for Member and Joint Named Member (living at the same address) to house and gardens and able to bring in any of their children or grandchildren under the age of 16 on each visit; Free lifetime entry for Member and Joint Named Member and up to 3 children to special entry days (including fairs and selected seasonal events); Regular e-newsletter updates; Invitation for Member and Joint Named Member to private views of new exhibitions; Invitations to exclusive Members' events; 10% discount in the shop; Complimentary invitation for Member and Joint Named Member to annual summer drinks party; Complimentary 5 packets of seeds grown from plants in Gilbert White's Garden; Gift voucher for afternoon tea for two people in White's Café; Free parking in the carpark even out of hours for both joint named members (provided up-to-date car registrations are given)
- 3.7 Updates via email to provide you with your Membership Benefits as stated above as well as other information GWOC believes that Members would like to receive as part of their Membership. These email updates may include, from time to time, at GWOC's discretion and amongst others, invitations to both fundraising and other events, details of GWOC's general activities, information regarding legacy gifts or other opportunities to support GWPC and information relating offers, products or services available from GWOC's sponsors, partners and other commercial or charitable entities.
- 3.8 Membership Card(s). Membership Cards will be distributed or handed over after receipt of payment. GWOC retain the right to recall or deactivate any Membership Card(s).



• 3.9 Please note that exceptions apply to the 10% Shop Discount, including the following – all books, foodstuffs, drinks/alcohol, antique prints/commission sale items, sale goods, volunteer products, plants and seeds

4. Members' Events

- 4.1. See clause 3 for all associated Membership Benefits.
- 4.2. Members' events may incur an additional small fee, depending on the amount required to cover the costs of running the event. Any additional charges will be made clear at the time of notification.
- 4.3. Event capacities are determined by GWOC, which reserves the right to restrict the number of tickets available for selected events. Tickets are sold on a first come, first served basis. Allocation cannot be reserved in advance of payment or by sending payment details in writing/via email. All tickets are subject to availability.
- 4.4. GWOC aims to run accessible events, which may at times be impractical due to the nature of the historic building. Please help us to accommodate any specific individual needs by contacting the Membership team (contact details are listed in clause 11) in advance of attending.
- 4.5. Ticket fee(s) must be paid by credit or with debit card over the telephone, via a secure online link, or at the museum. Receipts will not be sent, unless specifically requested by telephone. All prices include VAT.
- 4.6. Bookings will be confirmed by email. If confirmation is not received, your payment and booking may not have been successful. Please contact the Membership Team if this occurs.
- 4.7. If an event has sold out your name can be added to a waiting list by contacting the relevant Membership team (contact details are listed in clause 11). Please do not attempt to attend a sold-out event without a booking.
- 4.8. GWOC does not offer refunds or credit vouchers. GWOC are not liable for unforeseen circumstances such as travel and weather disruption or personal reasons. GWOC's decision on this is final.
- 4.9. GWOC reserves the right to cancel any event, in which case you will be fully refunded.
- 4.10. GWOC reserves the right to make alterations to the advertised programme without prior notice and as a body, is not responsible for the views or opinions expressed by individual speakers.

 All end times are approximate.



5. Subscription Fees and Payment

- 5.1. All Members must pay an annual Membership Fee. GWOC reserves the right in its absolute discretion to change the Membership Fee each year.
- 5.2. The agreement between GWOC and you is entered into for 12 months from the date of registration or renewal.
- 5.3. GWOC is not obliged to accept an application for Membership. Notification will be provided if the application is not accepted. Once accepted and following receipt of payment, GWOC will process the registration and the Member will subsequently receive confirmation.
- 5.4. The Membership is valid immediately from the day that the Membership Fee is received. 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 clauses 5.6 or 5.7 below.
- 5.5. Upon expiry of your Membership, you will no longer be a Member and you will no longer be entitled to receive any Membership benefits.
- 5.6. Renewal by Direct Debit: When each Membership Period approaches an end, GWOC will send you a renewal reminder. If you do not wish to renew your Membership, you must inform GWOC at the earliest opportunity. GWOC may contact recently lapsed Members regarding rejoining.
- 5.7. Renewal by cash, cheque, and credit/debit card: When each Membership Period approaches an end, GWOC will send you renewal reminders, and your Membership will lapse unless a further Membership Fee payment is received from you. GWOC may contact recently lapsed Members regarding re-joining.
- 5.8. Should GWOC not receive payment within the specified time period, GWOC reserves the right to suspend any associated Membership Cards.
- 5.9. GWOC reserves the right in its sole discretion to terminate your Membership at any point during the agreement if in its reasonable opinion you behave in a way which is inappropriate; or if you breach any of these terms and conditions.
- 5.10. Following suspension or termination of any Membership, invitations to museum or Members-only activities and all associated Membership postal mailings and email communications will cease. A suspension will only be lifted once full payment has been received. In all cases, the Member is obliged to pay the Membership Fee from the date of registration.



- 5.11. Subject to any statutory right to cancel, your Membership Fee is non-refundable once payment has been received by GWOC and you are not entitled to cancel or terminate before the expiry of the Membership Period.
- 5.12. Membership rights and benefits and Membership Cards are not transferable.
- 5.13. Membership rights shall cease on a Member's death or on an individual ceasing to be a Member
- 5.14. If the Membership Card is lost, stolen or damaged, the Member is entitled to one free replacement card per Membership Period.

6. Your Details/Personal Data

- 6.1. Personal data is information that identifies an individual such as name, address, phone number or email address. This information, provided by you, is required by the GWOC in order to allow both GWOC and our Members to fulfil their contractual obligations and for the GWOC to provide the Membership benefits. It also enables GWOC to provide you with relevant information about GWOC, unless you ask us not to do so.
- 6.2. We collect data regarding your relationship with GWOC, which includes:
 - 6.2.1. When and how you join as a Member;
 - 6.2.2. When you make bookings for GWOC events;
 - 6.2.3. When you make a purchase in GWOC's shop
 - 6.2.4. When you make a donation, an object gift or other "in kind" gift, or legacy to GWOC (or express an interest in doing so);
 - 6.2.5. When you open, click or respond to GWOC emails
 - 6.2.6. Communications you have with members of GWOC staff;
 - 6.2.7. Details of your family members and/or guests that you invite to the GWOC events
- 6.3. All information regarding Members is kept confidential. Data is stored on secure, encrypted servers. For further details of how GWOC stores your data and on what it is used for, please consult the <u>Privacy Policy</u>
- 6.4. GWOC will use your details to contact you regarding your Membership and renewal. We will also provide you with email updates on Membership benefits, including events, offers and activities, and ways to support GWOC that we believe you may be interested in. If you do not wish to receive these email updates, you can unsubscribe by following the link in the emails.



- 6.5. The Member is obliged to inform GWOC of a change of address or other personal details in writing (post or email) or telephone. See clause 11 for the relevant contact details.
- 6.6. GWOC will not collect or process sensitive personal data on Members such as race, ethnic origin, physical or mental health, political or philosophical views or sexual orientation without a good reason to do so and without your consent. For example, we may need information regarding accessibility requirements or dietary requirements so that you are able to access and enjoy our facilities and events. It is part of GWOC's inclusive policy to provide as similar an experience as possible to all visitors and individuals, regardless of any disability.
- 6.7. GWOC will never sell or swap the personal details of its Members.
- 6.8. If you are purchasing a Membership for yourself or as a gift you confirm that you or the relevant Member is over the age of 16. GWOC does not accept applications for Membership from anyone under that age.
- 6.9. If you are purchasing a Membership as a gift, you confirm that you have the relevant individual's consent to share their information with GWOC.
- 6.10. If you are purchasing a Membership which includes a second person (e.g. Family Membership, Joint Platinum Membership, Family Platinum Membership), you confirm that you have the relevant individual's consent to share their information with GWOC in order for them to receive their Membership benefits.
- 6.11. GWOC sometimes uses Members' (and former Members') personal information to undertake research to increase support for the museum by tailoring our offer and deepening Members' engagement.

7. Publications and other materials

7.1. Unless stated otherwise, copyright and all other intellectual property rights in all publications and materials supplied to you by GWOC are owned by GWOC. Members may not reproduce, transmit, distribute, sell or commercially exploit these materials without the prior written consent of GWOC.

8. Liability

8.1. Nothing in these terms and conditions excludes or limits liability for death or personal injury caused by GWOC'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, GWOC shall not be liable (howsoever arising and whether for breach of contract, negligence or for any other reason) to Members or to any other third party 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 GWOC or 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.

9. Freedom of Information Act 2000 ("FOIA")

- 9.1. All data subjects have a right to request a copy of all information held about them. Such requests must be handled within 40 days. Subject to certain exemptions, GWOC may be required to release information to a third party upon request which may relate to the Membership schemes.
- 9.2. GWOC shall not be liable for any loss or damage that any Member may suffer as a result of GWOC's disclosure of information under FOIA.
- 9.3. The obligations contained in this clause 9 shall remain in force notwithstanding the termination of this Agreement for any reason whatsoever.

10. General

- 10.1. The failure of or delay by GWOC to exercise or enforce any right in these terms does not constitute a waiver of such rights.
- 10.2. The Member is obliged to inform GWOC as soon as possible in case of loss, theft or damage to the Membership Card. See clause 11 of these terms and conditions for the correct contact details.
- 10.3. GWOC reserves the right to revise these terms and conditions and the substance of the Membership. Current terms and conditions apply to all Memberships regardless of their contract start date.



- 10.4. These terms and conditions shall be governed by and interpreted in accordance with English law and, in the event of any dispute arising out of these terms and conditions and/or your Membership, you agree with GWOC to submit to the exclusive jurisdiction of the English courts.
- 10.5. GWOC shall not be liable if it is delayed or prevented from performing any obligation under this agreement for reasons outside of its reasonable control.

11. Contact details

11.1. The contact details of GWOC Membership Office are as follows:

Income		Generation		Manager
Gilbert	White's	House	and	Gardens
High				Street
Selborne		GU34		3JH
LINITED KINCDOM				

UNITED KINGDOM

Email: <u>membership@gilbertwhiteshouse.org.uk</u>

Telephone: +44 (0)1420 511275 (phone lines open 09.30 - 17.30 Monday - Sunday, excepting the Christmas closure period)

Changes to these terms

These terms and conditions were last updated in October 2023.

We may change or update these terms from time to time so please check this page occasionally to ensure that you're happy with any changes.