



## Individual Membership Terms and Condition

These terms and conditions relate to any Hall for Cornwall membership purchased or renewed on or after 19 April 2021.

### 1. Definitions

**Membership** means any of the Hall for Cornwall's membership packages which include the Priority, Priority Plus, Supporter, Patron, Champion and Benefactor packages.

**Hall for Cornwall** registered and principal trading address is Back Quay, Truro, Cornwall, TR1 2LL. Registered in England company number 3101443. Registered charity number 1053028.

**Terms** means the Hall for Cornwall's Individual Membership Terms and Conditions set out in this document.

### 2. Benefits

2.1 As a member you are entitled to the benefits listed on the relevant Membership level page of Hall for Cornwall's website, subject to availability of the benefits and these Terms.

2.2 Hall for Cornwall reserves the right to make changes to these Terms including to the Membership benefits. We may make minor changes to reflect any changes in relevant laws or to implement adjustments that will have no significant effect on your Membership benefits. For more significant changes we will notify you in advance and you may then contact us to cancel the Membership before the changes take effect. If you choose to cancel the Membership you will receive a refund for any benefits paid for but not received. Donations will not be refunded.

2.3 Hall for Cornwall reserves the right to change Membership fee amounts although any such change to fees will not come into effect until the expiry of your current subscription term.

2.4 Membership does not guarantee access to tickets and ticket limits may apply with all discounts and offers subject to availability. Priority booking applies to events selected by the Hall for Cornwall in its sole discretion and member discounts cannot be combined with any other offers, discounts and concessions or be applied to tickets already purchased. Member returns and exchanges are for Hall for Cornwall performances only and external events where Hall for Cornwall acts as the ticket agent are excluded.

2.5 Bookings of 10 or more tickets for a single performance are not eligible for member returns.

2.6 As a Member, you will receive emails from the Hall for Cornwall about upcoming productions, events, broadcasts and ways to support the theatre. You may also receive brochures and selected communications by post. You can view details of our [privacy policy online](#) and change your contact preferences any time by contacting our office or logging in to the My Account section of our website and updating your preferences manually.





2.7 Membership benefits are for the personal use of the Member(s) only. Benefits, including priority booking, events and invitations are not transferable. If the information available to us suggests that you have used your Membership benefits for commercial gain (e.g. reselling tickets purchased during priority booking periods) we may, at the Hall for Cornwall's complete discretion, cancel your Membership without notice or refund.

### 3. Membership Terms

3.1 Membership of the Hall for Cornwall is an annual membership and payment in full covers a period of 12 months from the date of purchase. The exception to this applies if you are one of the first 500 people to sign up to our new 2021 membership scheme and payment therefore covers a period of 18 months membership for the price of 12. Membership dates start on the day of purchase.

3.2 You can renew or upgrade your Membership and update your details at any time by contacting the Hall for Cornwall on [memberships@hallforcornwall.org.uk](mailto:memberships@hallforcornwall.org.uk) or 01872 262466

3.3 Memberships are non-transferable.

3.4 When you choose to store payment card details for Priority, Priority Plus, Supporter, Patron, Champion and Benefactor memberships, we will only store the first 6 and last 4 digits and the expiry date of your card. The rest of your card data is encrypted and the details are not visible to us. You can ask us to remove these details at any time.

### 4. Gift Aid

4.1 Membership levels include a payment for benefits and a donation amount which is eligible for Gift Aid and can be included in self-assessment tax returns. The amounts eligible for Gift Aid can be found on the relevant Membership page. Priority Plus membership level is not eligible for gift aid as the cost of the membership covers the benefits.

4.2 Memberships purchased as a gift for someone else are not eligible for Gift Aid and cannot be included in self-assessment tax returns.

4.3 Gift Aid can only be claimed on the Membership donations where we have a valid Gift Aid declaration on file. If you book online and declare your eligibility for Gift Aid, we will take this as a self declaration of your eligibility. If you book over the phone or in person, we will ask you about gift aid and give you your gift aid options. If you were not asked to gift aid your membership when booking, this may mean you already have a valid gift aid declaration linked to your ticket account. You must let us know if your circumstances change and you are no longer eligible.





4.4 To be eligible for Gift Aid you must be a UK taxpayer and have paid at least the same amount of UK income tax or capital gains tax as we (and any other charitable donations for which you claim relief) would reclaim on your donation.

## **5. Terminating your Membership**

5.1 You have the right to cancel a Membership within 14 days of purchase for a full refund. Once you have once made use of any membership benefits, such as purchasing tickets, you are no longer able to cancel.

The use of Membership benefits (including but not limited to ticket booking) is subject to the payment of the benefits value of the Membership. Failure to pay this amount and especially when paying by instalments will result in the cancellation of any ticket bookings made under the Membership as well as the cancellation of the Membership.

5.2 We do not offer any partial or pro-rata refunds of Memberships and have no liability for any unused Membership.

5.3 Upon notification of the death of a Member, Hall for Cornwall will conclude the Membership unless instructed to transfer to a named individual for the remainder of the annual membership period. Such transfers will be at the discretion of Hall for Cornwall, and subject to Gift Aid regulations.

5.4 You have the right to terminate your Membership at any time on written notice to Hall for Cornwall if we: a) are in material breach of these terms and conditions and we do not remedy the breach within 30 days of you notifying us of the breach; or b) we cease offering the type of Membership you currently hold within your annual membership period. If you exercise your right to cancel for our fault, you are entitled to a pro-rated refund of your payment for benefits, but not to a refund of the gift element of your Membership.

## **6. Continuous Payment Authority**

6.1 For monthly instalment options with the Supporter, Patron, Champion and Benefactor Memberships, the first instalment will be taken immediately with subsequent continuous payments being taken within four/five weeks of joining the Membership scheme and therein on a monthly basis. Upon renewal you will be contacted to authorise or terminate the continuation of your membership.

6.2 You can change or update your payment card details via your 'My Account' section on the website at any time or by calling box office on 01872 262 466.

6.4 If there is any difficulty with collecting the monthly payments, Hall for Cornwall will be in touch to re-attempt payment collection.

6.5 Three failed attempts at collection will result in the cancellation of the Membership as well as any bookings or use of benefits made under the Membership. Cancelled bookings will be





treated as returned tickets in accordance with Hall for Cornwall's general terms and conditions for tickets.

## **7. Your obligations as a Member**

7.1 We reserve the right to, if necessary, revoke Membership without refund if an individual behaves in a threatening, abusive or otherwise inappropriate manner towards any person at Hall for Cornwall, damages or threatens to damage any property of the Hall for Cornwall or other venue of a Hall for Cornwall event, or acts in a manner which – in the Hall for Cornwall's sole opinion – brings the Theatre into disrepute.

## **8. Data Protection**

8.1 For more information on how we look after your personal information please see our [Privacy Policy](#).

8.2 You can change your contact preferences any time by contacting our office or logging in via the My Account section of our website.

