

# MEMBERSHIP TERMS & CONDITIONS

**The National Trust for Jersey** is a charity registered in Jersey, Channel Islands, and registered with the Jersey Charity Commissioner, charity number 28.

On applying to become a member of the National Trust for Jersey you are automatically agreeing to these terms and conditions and you are providing us with the appropriate consent to handle your personal information in accordance with the Data Protection (Jersey) Law 2018 and our Privacy Policy. References to the “Trust” or “we” are references to the National Trust for Jersey.

The Trust’s acceptance of your application will bring into force a contract between us and these terms and conditions will form the basis of that contract through which the Trust will deliver services to you as a member. Where you apply for gift membership for someone, we will deliver these services to the person named in your application.

No member of the Trust shall be liable for payment of the debts or liabilities of the Trust beyond the amount of any membership subscription due by the member, as detailed in the Rules of the National Trust for Jersey, 2022 (as amended from time to time) (“the Rules”).

By joining the Trust you are agreeing to support the purposes for which the Trust was established.

These terms and conditions do not affect the rights which you have as a member of the Trust under The National Trust for Jersey Incorporation Law 1937 and the Rules, including the right to attend and vote at General Meetings of the Trust.

## 1. Membership benefits

**1.1** As a member you will automatically receive a range of benefits as part of your membership package. The minimum membership package will include:

- Free entry to Trust properties which are open for access.
- Receipt of our members’ magazine twice a year which includes stories about making the most of your membership, the ways in which we conserve and protect the properties in our care and the promotion of our charitable purposes.
- Free entry to National Trust properties in other countries where the INTO (International National Trust Organisation) reciprocal agreement extends, including properties and gardens in England, Wales and Northern Ireland.
- Reduced rates for the hire of certain Trust properties.
- Access to exclusive member events and reduced rates for events throughout the year.
- Helping to protect Jersey’s historic buildings and environment.

**1.2** We reserve the right to change the benefits that apply to Trust membership or the properties at any time and without prior notice. Where possible, changes to benefits will be published on the Trust's website.

**1.3** We may maintain, 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. The Trust is not responsible in the event that a more appropriate category of membership may have been available at any time.

**1.4** From time to time members may be able to benefit from reciprocal entry arrangements with bodies with similar charitable aims and purposes to the Trust but these arrangements cannot be guaranteed. Please remember that local entry conditions will apply to those arrangements and these may be different to our conditions. Members must comply with those local conditions in order to benefit from the reciprocal rights.

**1.5** When writing to any joint members or sending the members' magazine to joint members we will only write to one address. We will assume that the first member's address will be used unless the first member tells us otherwise.

## **2. Membership Categories**

**2.1** Membership categories include subscribing members; Adult Single; Adult Joint; Student; Family 1 Adult and up to 3 children; Family 2 Adults and up to 3 children; Corporate and Honorary membership. These membership categories may be subject to change.

**2.2** Trust membership is valid from the date of acceptance by the Trust until the date of expiry shown on the membership card, being not less than one year.

**2.3** Membership cards will be delivered within 14 working days of your application for membership being accepted by the Trust.

**2.4** Lost membership cards will be replaced once free of charge.

**2.5 Membership** cards are for the named card holder only. Membership may not be transferred to another person and members are not permitted to allow another person to use their membership card. Membership cards remain the property of the Trust and can be recalled by the Trust if there is a misuse of the card.

**2.6 In the case of Corporate Members the following apply:**

- Each card admits one person free to Trust properties at published opening times.
- Cards are transferable within your organisation.

### **3. Visiting as a Member**

**3.1** Members should remember to bring their membership card – or temporary membership card if the membership card is yet to be received – with them when they visit. We may not allow entry to our properties without your membership card.

**3.2** Entry to our properties is during our ordinary opening hours only. Opening hours may vary between properties. Although we will endeavour to adhere to advertised opening hours we reserve the right to change opening hours or close properties at short notice for safety, private hire or any other reason. Please check our website before visiting. Entry to our properties is subject to any terms and conditions of entry applicable at each property. We reserve the right to restrict entry or to request that any member leave a property for reasons of health or safety or if we consider that it is in the best interests of the Trust or our staff, volunteers or other visitors.

**3.3** Some of our membership events, tours or activities may be subject to an additional charge over and above the membership subscription.

### **4. Right to refuse applications**

**4.1** The Trust reserves the right to refuse any application for membership or cancel any membership at its discretion.

**4.2** On receipt of your application for membership and following approval by the Trust we will debit your card or process the direct debit payment or process your cheque for the subscription (as applicable). If we cannot accept your application for whatever reason we will confirm that your account has been re-credited (if applicable).

**4.3** If we are unable to obtain payment authorisation from the issuer of your card or from your bank in the case of direct debit payments and a membership card has already been issued to you, we will request you return the card and you will forfeit any benefits.

### **5. Price information**

**5.1** Our membership fees are quoted on our website and are for an annual membership subscription.

**5.2** We reserve the right to increase the price of your membership subscription on a regular basis. You will be informed of any fee increase.

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

**6.1** The credit/debit card information you provide us for a membership transaction is used solely for the purpose of processing that membership transaction. 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.

**6.2** 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.

**6.3** 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 Trust either online, by post or verbally, you are confirming that you have obtained the express prior permission of the credit/debit card holder.

## **7. Direct Debit payments**

**7.1** If there are any changes to the amount, date or frequency of your direct debit, the Trust will notify you 10 working days in advance of your account being debited. If we request to collect a payment, confirmation of the amount and date will be given to you at the time of the request.

**7.2** If an error has been made in the payment of your direct debit 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 pay it back when requested to do so by the Trust.

**7.3** You can cancel a direct debit by contacting your bank or building society. Written confirmation will be required. However, cancellation of your direct debit is not the same as cancellation of your membership which will require notice to be given to us. Please see Section 8 below. If you cancel or choose not to renew your membership you must also notify us using the method set out in Section 8.3 below.

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

**8.1** In the event that your Membership is cancelled for any reason you must return your membership card to us and you will no longer be entitled to receive any Membership benefits.

**8.2** Membership rights and benefits shall cease on the death of a member but no refund shall be made.

**8.3** To let us know that you wish to cancel your membership or not renew your membership you must notify us in writing by contacting our Membership Officer by post to The National Trust for Jersey, The Elms, La Chève Rue, St Mary, Jersey JE3 3EN or by email to [enquiries@nationaltrust.je](mailto:enquiries@nationaltrust.je)

## **9. Gift Membership**

**9.1** Gift Membership can only be used by the named card holder or card holders (subject always to the terms of the specific category of membership purchased).

**9.2** We process the personal data for the purchaser and the gift recipient on legitimate interests for the purposes of processing and administering the membership and membership benefits.

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

**10.1** When you apply for Trust membership it will be necessary for us to obtain certain information from you (such as your name, address and date of birth). We will treat this as personal data for the purposes of the Data Protection (Jersey) Law 2018. The Trust will collect, hold and process your personal data in accordance with our Privacy Policy which can be found on our web site.

## **11. Liability**

**11.1** Subject to clause 11.3, and to the extent possible by law, the Trust excludes all liability to members or to any 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 Trust or any company associated with the Trust.

**11.2** The liability of the Trust to you is limited to the amount of your membership fee.

**11.3** Nothing in these terms and conditions excludes liability for death or personal injury caused by the Trust's negligence.

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

The Trust aims to respond to any query received within five working days. This may be an acknowledgement of receipt whilst further investigations are carried out. If you have any queries or complaints please contact the Trust Office.

**Telephone:** 01534 483193

**Post:** The National Trust for Jersey, The Elms, La Chève Rue, St Mary, Jersey, JE3 3EN.

**Email:** Enquires@nationaltrust.je

Office hours are Monday to Friday, 9am to 5pm

## **13. General**

These terms and conditions are governed by the laws of Jersey.

Anything said by our staff members 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.