Bath Festivals Membership Terms and Conditions

**1. Definitions**

Membership means any of the Bath Festivals’ membership packages which include the Bronze, Silver, Gold, Benefactor, Crescent Patron, Circus Patron and Paragon Patron.

Bath Festivals means Bath Festivals Charitable Trust whose registered and principal trading address is 1A Forum Buildings, St James Parade, Bath, BA1 1UG. Registered in England company number 801617. Registered charity number 224223. VAT registration number GB 601258282.

Terms means Bath Festivals 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 page of the Bath Festivals website, subject to availability of the benefits and these Terms.

2.2 Bath Festivals 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 Bath Festivals 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. Priority booking applies to events selected by the Bath Festivals in its sole discretion.

2.5 As a Member, you will receive emails from the Bath Festivals about upcoming festivals, events, and supporting the charity. 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 into your account on My Account section of our website.

2.6 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 Bath Festivals complete discretion, cancel your Membership without notice or refund.

**3. Membership Terms**

3.1 Membership of Bath Festivals is an annual membership and payment in full covers a period of 12 months from the month of purchase).

3.2 You can renew or upgrade your Membership and update your details at any time by contacting Bath Festival’s ticket agent Bath Box Office at info@bathboxoffice.org.uk or 01225 463362.

3.3 Gift Membership vouchers are non-transferable and can be activated within 12 months of the date of issue as stated on the voucher. Once activated, Gift Memberships are valid for 12 months.

3.4 Memberships are non-transferable.

3.5 We may store encrypted credit card details for Members and Patrons to enable you to make purchases more speedily. The credit card details are not visible to us. You can ask us to remove these details at any time.

**4. Gift Aid**

4.1 All 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 amount eligible for Gift Aid can be found on the relevant Membership page

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 when we have a valid Gift Aid declaration on file. You can make a declaration in writing or verbally to a member of the National Theatre (which we will confirm in writing).

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. However, 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 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 You have the right to terminate your Membership at any time on written notice to Bath Festivals 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. Direct Debits**

6.1 Direct Debit payments will begin being taken within five weeks of joining the Membership scheme and on an annual or monthly basis. You will be notified prior to the payment of your annual renewal fee.

6.2 If the amounts to be paid or the payment dates change, Bath Festivals will notify you at least 10 working days in advance of your account being debited, or as otherwise agreed.

6.3 You can cancel a Direct Debit any time by writing to your bank or building society, or through their online banking portal, if provided. Please also send a copy of your notification to us.

6.4 If there is any difficulty with collecting the Direct Debit payment Bath Festivals 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 Bath Festivals’ 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 Bath Festivals, damages or threatens to damage any property of the Bath Festivals or other venue of a Bath Festivals event, or acts in a manner which – in Bath Festivals sole opinion – brings the organisation 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 into your account on My Account section of our website.