

Friends of The Pastel Society Terms & Conditions

Thank you for supporting us by joining our Friends Scheme. This webpage sets out the terms and conditions of your membership. You should read it carefully as it sets out your rights and obligations as a Friend of The Pastel Society.

Please note that acceptance of your application and receipt of your Fee by The Pastel Society creates a valid and legally binding contract between you and The Pastel Society, which is governed by these terms and conditions. References in these terms and conditions to “The Pastel Society”, “we” or “us” are references to the Pastel Society. These terms and conditions also apply to donations and gifts.

1. Definitions

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

The Pastel Society means the charity registered at 17 Carlton House Terrace, London SW1Y 5BD (registration number 296479);

Fee means the money you have paid to The Pastel Society to become a Friend;

Friend means you and/ or any other member of The Pastel Society Friends Scheme (depending on the context in which it is used). Please note that these terms and conditions apply to all Friends;

Friend Period means the date from which The Pastel Society receives your Fee to the date on which your membership of the Friends Scheme expires.

2. Your Friends Scheme Benefits

2.1 As a Friend of The Pastel Society you are entitled to:

2.1.1 Newsletter;

2.1.2 Free admission and catalogue to The Pastel Society Exhibition;

2.1.3 Early Bird Information e.g. PS Members' Exhibitions, Workshops and Open Studies

2.1.4 The chance to participate in Workshops at a reduced rate;

2.1.5 A token of £100 to be awarded to a Friend towards the purchase of a painting in the Exhibition;

2.1.6 Free Workshops for Life Members;

2.1.7 Social Events with Friends and Members of The Pastel Society and

2.1.8 Friends Tour of the Exhibition

2.2 We reserve the right to change the benefits that apply to the Friends Scheme at any time and without prior notice. Where possible, changes to benefits will be published on our website.

2.3 Any third parties or external providers of a benefit included in the Friends Scheme benefits package will have absolute discretion in relation to that benefit and that benefit will be subject to the provider's own terms and conditions.

2.4 In order to help the environment, we may change our means of supplying information and notifications to you at any time from post to email.

3. Your details

3.1 During your time as a Friend we will collect information about you to personalise your experience of the Friends Scheme. We collect information about you in a variety of ways including, but not limited to:

3.1.1 when you join as a Friend;

3.1.2 when you make bookings for events;

3.1.3 when you respond to our emails.

3.2 All information that you provide to The Pastel Society will be processed and held in accordance with all current data protection legislation and our privacy policy.

3.3 You agree that personal details provided to The Pastel Society may be used for administrative purposes to fulfil your membership rights and provide membership services to you.

3.4 You are responsible for informing us of changes to your personal details. Please do not share your individual passwords for access to our on-line services with anyone else. You may instruct us to provide you with any personal information which we hold about you, by contacting us in writing at the address set out in clause 3.7 below. Please let us know if any personal information which we hold about you needs to be corrected or updated.

3.5 We do not collect or process sensitive personal data such as race, ethnic origin, physical or mental health, political or philosophical views or sexual orientation.

3.6 Subject to clause 3.3 we will never sell, rent or exchange your details with any other organisation outside of The Pastel Society.

3.7 You may opt-out of communications from us at any time, although they form part of your Friends Scheme benefits. If you wish to opt-out of communications from us please inform us in writing to The Pastel Society, 17 Carlton House Terrace, London SW1Y 5BD. You can also unsubscribe from our emails via the unsubscribe link at the bottom of all of our emails. Please see our privacy and cookie pages for more details.

4. Subscription fees and payment

4.1 All Friends will pay an annual subscription Fee. We reserve the right in our absolute discretion to change the Fee each year.

4.2 Your membership of the Friends Scheme is valid immediately from the day that your Fee is received by us in cleared funds and will usually be valid for the 12 months period for which you have paid unless, for example you have purchased a longer or shorter Friend Period. If you do not renew, your membership of the Friends Scheme will expire automatically at the end of the Friend Period unless it is renewed in accordance with clauses 4.3 or 4.4 below.

4.3 Upon expiry of your membership of the Friends Scheme you will no longer be a Friend and you will no longer be entitled to receive any Friends Scheme benefits.

4.4 **Renewal by cash, cheque** : When each Friend Period comes to an end, we will send you a renewal reminder, and your membership of the Friends Scheme will be cancelled unless and until a further Fee payment is received from you within 30 days.

4.5 In order to comply with HMRC guidelines, we are not able to accept CAF cheques as payment for membership of the Friends Scheme.

4.6 We reserve the right in our sole discretion to terminate your membership of the Friends Scheme if in our reasonable opinion you behave in a way which is considered to be harassing, causing distress or inconvenience to other Friends or members of The Pastel Society.

4.7 Subject to any statutory right to cancel, your Fee is non-refundable once payment has been received by us.

4.8 Friend's rights are not transferrable and Friends are not permitted to allow another person to use their Friend Card.

4.9 Friend's rights shall cease on a Friend's death or on an individual ceasing to be a Friend.

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 Pastel Society and is owned by The Pastel Society. Friends may not reproduce, transmit, distribute, sell or commercially exploit these materials without our

prior written consent or to the extent expressly permitted by law.

6. Liability

6.1 Subject to clause 6.3, and to the extent possible by law, we exclude all liability to Friends or to any other 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 us.

6.2 Subject to clause 6.3, our liability to you is limited to the amount of your Friend Fee.

6.3 Nothing in these terms and conditions excludes liability for death or personal injury caused by our negligence or for fraud or fraudulent misrepresentation.

7. Questions and feedback

7.1 If you have any questions, comments or feedback, please contact The Pastel Society, 17 Carlton House Terrace, London SW1Y 5BD. We will aim to respond to any query received within three working days. This may be an acknowledgement of receipt while further investigations are carried out.

8. Disclaimers

8.1 The Pastel Society will use all reasonable endeavours to ensure that the Services and Benefits it offers are available on the date and at the times listed but we cannot guarantee this.

8.2 The Pastel Society has no liability to you if it is required to close or if any service or Benefit is not available for any reason.

9. General

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

9.2 We reserve the right to amend these terms and conditions in our absolute discretion at any time upon reasonable notice to you.

9.3 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 of the Friends Scheme, you agree with us to submit to the exclusive jurisdiction of the English courts.