Membership Terms & Conditions



Surrey Wildlife Trust values its members, and we feel it's important to inform you that, on applying to become a member of the Trust, you accept the terms and conditions set out below; and you authorise the Surrey Wildlife Trust to manage and process your personal information in line with the Trust's privacy policy, which complies with data protection laws in the UK.

For the purposes of this agreement, personal information and personal data have the same meaning to that specified in the Data Protection Act 2018, and references to the words 'Trust', 'We', 'Us' or 'Our' are references to Surrey Wildlife Trust. References to the word 'You', 'Your', 'members' and 'membership' are references to becoming a Surrey Wildlife Trust member.

Background

Who are we?

Surrey Wildlife Trust is a company limited by guarantee registered in England (No.00645176) Registered Charity (No. 208123) our head office is located at School Lane, Pirbright, GU24 OJN.

What do we do?

Together with our members and volunteers, We work to protect wildlife across Surrey, both on our nature reserves and through our work with others. Surrey Wildlife Trust manages over 7000ha of land for wildlife across Surrey, including some of the county's top nature reserves and land belonging to other individuals and organisations.

We educate people of all ages to care for wildlife, through both our Key Stage education program for students and courses for adults. We also raise awareness about issues affecting wildlife in addition to providing ecology and professional services to local authorities, businesses, and private landowners.

1. What are the benefits of becoming a Surrey Wildlife Trust member?

1.1 Surrey Wildlife Trust offers various types of membership to suit your individual needs.

1.2 When you sign up as a member (Individual and Joint) and your membership has been processed, you will receive a welcome pack, either in person upon signing up face-to-face or in the post within 7-10 working days to the correspondence address you provided. As an adult member you will also receive three editions of our members' magazine Surrey Nature throughout each year of your membership and, if you have opted to receive communications via email you will receive monthly members' Enews letters.

1.3 When you sign up for 'Family Membership', the adult member will receive three editions of our members' magazine Surrey Nature throughout each year. The child member will receive four editions of the children's magazine Wildlife Watch throughout each year. Only one copy will be sent per edition of Surrey Nature and Wildlife Watch.

2. How do I become a member?

2.1 You can take out membership either online, over the phone, by post or with a face-to-face fundraising officer employed by the Trust or a third-party agency. Your application will be deemed to be accepted by the Surrey Wildlife Trust once We have received the correct details from you and they have been entered on to our system. You, the member, will be responsible for ensuring the accuracy of the details provided upon application. We may contact you to request further information if the details you have provided are incomplete or invalid and We therefore cannot process your membership application.

2.2 It is important to note that although We value a request from an individual to become a member, there may be instances whereby We may not be able to accept such request. That does not mean that We do not want you to become a member, but there may be instances that would be beyond Our control that prevents a membership request from being approved. Therefore, the Trust reserves the right to refuse any request for membership in our absolute discretion.

3. Are the Trust's prices fixed?

- 3.1 All quoted membership fees are either for a month's membership subscription or a one year membership subscription (as applicable).
- 3.2 The subscription amount paid for membership will be regarded as a donation to Us and We endeavour to use such funds to help fulfil Our charitable objectives.
- 3.3 The Trust reserves the right to increase membership fees from time to time. Minimum membership fees can be found on our website. www.surreywildlifetrust.org.uk/support-us/become-member

4. How are payments for membership processed?

- 4.1 There are multiple payment methods available to allow you, the member, the flexibility to pay your membership fees in an easy and flexible manner that is suitable to your individual needs. Payment can be made as a monthly direct debit, an annual direct debit or as a single payment by debit or credit card for a one year membership. If You choose to pay via a monthly direct debit, payment is set up to be taken on the 28th of each month. Depending on the date of your application, this will determine the time of the month your membership has been set up, and payment will be collected on the next collection date.
- 4.2 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.
- 4.3 If you are not using your own credit/debit card to pay for the membership, you must ask permission of the credit/debit card holder before entering payment details. When you subscribe to become a member 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.
- 4.4 Memberships, either derived from half price sales or youth memberships, will be automatically upgraded to the current specified fee in due course, without advance notice. Memberships will automatically renew without advance notice. If your membership renews automatically and you did not want it to be renewed, you will be entitled to refund if the request is made within fifteen (15) working days from the date of payment. Refunds will be subject to a discretionary administrative fee of no more than 20% of the full payment deducted from your account.

4.5 If an error has been made in the payment of your direct debit by Us or your bank/building society, under your bank's direct debit guarantee scheme 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.

5. Can I change my membership details?

- 5.1 You can let Us know at any point throughout your membership if your circumstances change and you want to change your membership type or change your name or address.
- 5.2 You cannot transfer a membership into someone else's name. If you no longer require the membership, please let Us know and We will cancel the membership for you.
- 5.3 Membership of Surrey Wildlife Trust may not be used by anyone to promote an individual or business, nor is membership of Surrey Wildlife Trust an approval, endorsement, or support of an individual or business. We reserve the right to cancel any membership We find to be in breach of this provision.

6. What is the cancellation process?

- 6.1 Although Surrey Wildlife Trust would be sad to lose a valued member, We understand that a member may wish to cancel their membership. You can let Us know you wish to cancel your membership at any time.
- 6.2 To cancel a membership, you can contact our membership team by phone on 01483 795 445 on weekdays, between 9am and 5pm. You can also contact them by email on membership@surreywt.org.uk or by post to Surrey Wildlife Trust, School Lane, Pirbright, Surrey, GU24 0JN
- 6.3 If you are paying by monthly or annual instalments, We can cancel your membership and payment plan immediately, and you will no longer receive any of the membership benefits. If You have paid by a single payment of a one year membership, upon notifying Us of Your wish to cancel, You will no longer receive any of the membership benefits during the remainder of Your annual payment period.
- 6.4 If You cancel Your annual direct debit and do not notify Us of this cancellation, You will continue to receive the membership benefits until the end of Your annual payment period.
- 6.5 If We have not received your membership payment after two consecutive monthly instalments are due, and have contacted

you without response, We will cancel your membership and inform you that you are no longer a member of the Trust. We reserve the right to cancel any membership We find to be in breach of these terms and conditions. You can reapply to be a member again at any time, unless you signed up as part of our half-price membership campaign in which case 6 months must have lapsed.

7. How do you take care of members' personal information?

7.1 When you apply to become a Surrey Wildlife Trust member (and throughout the course of your membership) it will be necessary for Us to obtain certain information from you such as your name, address, etc. This information is regarded as personal information and We understand that this information is very valuable to you. We want to reassure you that any personal information you provide to Us will be processed in line with Data Protection laws and in accordance with our Privacy Policy, which have been developed to protect your personal information.

7.2 The credit/debit card information you provide Us with for a membership transaction is used solely for the purpose of processing that membership transaction.

8. How do I contact the Wildlife Trust to make a query, comment or complaint?

If you have any queries or complaints, please contact the membership team:

Email: membership@surreywt.org.uk Telephone: 01483 795 445

Post: Surrey Wildlife Trust, School Lane, Pirbright, Surrey, GU24 0JN

Office hours are Monday to Friday, 9am to 5pm (excluding bank holidays).

The Trust shall endeavour to respond to any query received from you within five working days. This may be an acknowledgement of receipt whilst further investigations are carried out.

Terms and conditions of membership

9. General terms

9.1 If you apply for membership with Us, you are assumed to have read and accepted these Terms and they will form a contract between you and Us.

9.2 You acknowledge that by entering this contract you do not rely on any statement, representation, assurance or warranty (whether

made innocently or negligently) unless set out in these Terms.

9.3 We may amend these Terms from time to time in the event of:

changes in law and regulation; or

a material change to the relationship with our suppliers.

any identified errors or inaccuracies.

9.4 Every time you renew your membership, We would advise you to check these Terms to ensure that you have the most up-to-date version.

10. Liability

10.1 Subject to clause 10.3, the Trust excludes all liability to members or to any third party for any loss of profit, or any special, incidental or any consequential damages (however arising, including negligence) arising out of, or in connection with any services, any benefits and/or any products supplied by the Trust or its representatives which includes any company associated with the Trust.

10.2 Subject to clause 10.3, the liability of the Trust to you is limited to the amount of your membership fee.

10.3 Nothing in these terms and conditions excludes liability for death or personal injury caused by the Trust's negligence or for fraud or fraudulent misrepresentation.

11. Force majeure

11.1 Neither party shall be in breach of this agreement nor liable for any delay in performing, or failure to perform, any of its obligations under this agreement if such delay or failure result from events, circumstances or causes beyond its reasonable control. In such circumstances the affected party shall be entitled to a reasonable extension of the time for performing such obligations. If the period of delay or non-performance continues for four weeks, the party not affected may terminate this agreement by giving seven days' written notice to the affected party.

12. Third parties

12.1 We may transfer our rights and obligations under a contract to another organisation, but this will not affect your rights or our obligations under these Terms.

12.2 You may only transfer your rights or your obligations under these Terms to another person if We agree in writing.

12.3 This Contract is between You and Us. No other person shall have any rights to enforce any of its terms, whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise.

13. Entire Agreement

13.1 These membership terms and conditions constitute the entire agreement between the parties and supersede and extinguish all previous membership terms and conditions, promises, assurances, warranties, representations, and understandings between them, whether written or oral, relating to its subject matter.

14. Severance

14.1 If any court finds that any provision of this agreement is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of this agreement shall not be affected. If any invalid, unenforceable or illegal provision of this agreement would be valid, enforceable, and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

15. Notice

15.1 All notices given by You to Us must be provided in writing via email or post to:

Email: membership@surreywt.org.uk Post: Surrey Wildlife Trust, School Lane, Pirbright, Surrey, GU24 0JN

We may give notice to you via either the email or the postal address you provided to Us when placing an application to become a member, or any updated email or postal address that you have subsequently provided. Notice will be deemed received and properly served immediately when posted on our website, 24 hours after an email is sent, or three days after the date of posting of any letter.

16. Governing law and jurisdiction

16.1 These Terms and the supply of products and services by Us are governed by and are to be interpreted in accordance with English and Welsh law. In the event of any dispute arising in relation to these Terms, or the supply of any products or services by Us, the English and Welsh courts will have jurisdiction over the dispute.