

**Bath Mencap Membership Policy**

Thank you for joining Bath Mencap. The following are our Terms and Conditions of membership and you should read them carefully as they set out your rights and obligations as a member of Bath Mencap (a “Member” or “you” in what follows). These Terms and Conditions are based on our charitable Constitution.

**Background**

Bath Mencap is a registered charity, number 213542 of 8 First Avenue, Bath, BA2 3NW, and will be referred to as “Bath Mencap” or “we” in these terms and conditions.

**Your Details**

1. All applications for membership shall be treated as if the terms of the Consumer Protection (Distance Selling) Regulations 2000 and EC Directive 97/7/EC applied for the purposes of cancellation. Accordingly any cancellations in respect of these must be made within seven working days of the application being made. Cancellation must be sent by email to mail@bathmencap.org.uk or by post to 8 First Avenue, Bath, BA2 3NW, marked for the attention of the Membership Team, or telephone – 07465 932301.

2. You are responsible for informing us of changes to your personal details. [If you are provided with individual passwords for access to our on-line services, these must not be shared with anyone else.]

3. All Members agree that email addresses and other personal details provided to

Bath Mencap may be used for administrative purposes and to fulfil your Bath Mencap membership. As part of your membership, Bath Mencap may also send you information about our services where we feel these would be of interest to you. We may contact you by post, telephone and/or email.

4. Of course, you can opt-out of these at any time, although they form part of your Membership benefits. If you wish to opt-out of Bath Mencap membership communications by any of the above channels please inform us in writing at 8 First Avenue, Bath, BA2 3NW, or email at mail@bathmencap.org.uk.

5. Bath Mencap will take great care of your personal information, as required under UK Data Protection legislation.

6. All Members shall pay an annual membership fee as set out below:

* For individuals receiving statutory benefits in respect of Learning Difficulties and associated conditions: £5 per year.
* For individuals not receiving such statutory benefits: £10 per year.

7. The first year of membership shall operate for 12 months from the time at which we process your payment.

8. Payment by Direct Debit or Standing Order: When each membership period comes to an end, a renewal notice will be issued and membership will be provisionally renewed for a further 12 months to ensure continuity of service. If renewal is not required you must inform Bath Mencap at the earliest reasonable opportunity, and at least 28 days before the end of your membership period.

9. Payment by cash or cheque: When each membership period comes to an end, a renewal notice will be issued, and the membership will be discontinued unless a further membership payment is received from you, with a wish to continue your membership.

10. Members agree to settle all legitimate invoices by Bath Mencap within 28 days of receipt.

11. Membership may be terminated at the discretion of Bath Mencap if a Member is considered to be in breach of these Terms and Conditions, or such removal is sanctioned by a resolution of Bath Mencap’s Committee of Trustees, provided that in such circumstances, the Member has had a reasonable opportunity to explain to the Committee of Trustees why he or she should not be removed.

12. Subject to any statutory right to cancel, all membership fees are non-refundable once payment has been received.

**Membership package**

13. As a Member of Bath Mencap you are entitled to:

* Membership card
* Voting rights for appointment of Trustees, and any appropriate resolutions at AGMs
* Regular Newsletters
* Access to all services provided by Bath Mencap

However, Bath Mencap reserves the right to vary, amend or withdraw these services at our discretion.

14. Copies of all publications, communications and other materials will be provided to you by email, unless requested otherwise by yourself, as outlined in Clause 4.

15. Each Member is entitled to one vote.

**Bath Mencap publications materials**

16. Unless stated otherwise, all publications and materials supplied to Members are the copyright work of Bath Mencap. Members may not reproduce, transmit, distribute, sell or commercially exploit these materials without the prior written consent of Bath Mencap or to the extent expressly permitted by law.

17. All information provided by Bath Mencap to Members is on an “as is basis”. Whilst Bath Mencap makes all reasonable efforts to ensure the accuracy and relevance of all such information we cannot guarantee the completeness, quality or non-infringement of third parties rights in relation to these materials.

**Application**

18. Bath Mencap may at its absolute discretion refuse the application of an individual to become a member without having to give any reason for its decision. An applicant whose membership application is refused has the right to appeal to Bath Mencap’s Chair of Trustees against the refusal and the Chair will re-consider the application in light of any further information provided by the applicant before reaching a final decision as to whether or not the individual should be admitted as a member.

**Liability**

19. Subject to paragraph 23, in no event shall Bath Mencap be liable to Members or to any other third party for any lost 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 Bath Mencap.

20. Subject to paragraph 23, liability under all circumstances shall be limited to the annual membership fee paid for by the individual concerned.

21. Nothing in these terms and conditions excludes liability for death or personal injury caused by Bath Mencap’s negligence or for fraud or fraudulent misrepresentation.

**General**

22. The rights of a Member are personal and cannot be transferred or assigned.

23. Membership rights shall cease on a Member’s death or an individual ceasing to be a Member.

24. These terms and conditions shall be governed by and interpreted in accordance with English law and any dispute shall be subject to the exclusive jurisdiction of the English Courts.

25. All members are bound by the Consitution of Bath Mencap. A copy of these is available from the Chair of Trustees. In the event of any conflict between these Terms and Conditions and the Constitution, these Terms and Conditions shall take precedence

**Name:……………………………………………..**

**Signature:………………………………………… ……………............**

**Chair of Board of Trustees Date**

This Policy is due for review on 1 March 2020