V&A Membership Terms & Conditions

Introduction

The following terms and conditions apply to the agreement between the Victoria and Albert Museum and Members of the V&A Membership, Director's Circle and Young Patrons' Circle schemes. Solely natural persons may register as a Member of the V&A Membership scheme; registration is not open to legal bodies or other entities. These terms and conditions of Membership should also be read in conjunction with the V&A's Privacy policy.

When you become a Member of the V&A you are entering into a contract with us, the Victoria and Albert Museum (a charity exempt from registration under the Charities Act 2011) which is governed by these terms and conditions.

1. Definitions

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

V&A means the Victoria and Albert Museum and its associated organisations, V&A Enterprises (VAE) and V&A Foundation.

VAE means V&A Enterprises Limited, which is the V&A's trading division and is a private company registered in England & Wales (company registration number 01955898).

V&A Foundation means V&A Foundation Ltd, a charity established to raise funds for the V&A. It is a charity and company limited by guarantee registered in England & Wales (company registration number 7788681 and charity registration number 1144508).

Member means you and/or any other member of the V&A Membership, Director's Circle or Young Patrons' Circle schemes (depending on the type of membership purchased by you) and "Membership" shall be construed accordingly. If you purchase a V&A Membership as a gift, the V&A's contract is with you and the applicable Membership benefits will be provided in accordance with these terms to the Member.

V&A Membership means the scheme made up of the Membership products described in clause 2.1.

Director's Circle means the scheme made up of the Membership products described in clause 2.2.

Young Patrons' Circle means the scheme made up of the Membership products described in clause 2.3.

Membership Card means the card or cards provided to the Member(s) by the V&A confirming that you are a Member.

Membership Fee means the money paid or payable to the V&A to become a Member. This does not refer to the suggested voluntary donation that might accompany the Membership Fee for Membership of the Director's Circle and Young Patrons' Circle schemes.

Membership Period means the date from which the V&A receives your Membership Fee to the date on which your Membership expires. This will usually be 12 months from the last day of the month in which we receive your Membership Fee. The term of your Membership Period is set out on your Membership Card.

2. Membership products

- 2.1 The different types of V&A Membership are as follows:
 - 2.1.1 Standard, Concessionary or Under-26 Member admits one adult (yourself; or the gift recipient if bought for someone else, subject to clause 7.7)
 - 2.1.2 Standard, Concessionary or Under-26 Member plus Guest admits the Member plus one adult guest;
 - 2.1.3 Standard or Concessionary Member plus Guest plus Extra Card admits the Member and his or her named Associate Member with one guest each;
 - 2.1.4 Contributing Member plus Guest plus Extra Card admits the Member and the Member's named Associate Member with one guest each.
- 2.2 The different types of Director's Circle Membership are as follows:
 - 2.2.1 Silver level entitling the Member to the Membership Benefits described in clause 3.2;
 - 2.2.2 Gold level entitling the Member to the Membership Benefits described in clause 3.3:
 - 2.2.3 Platinum level entitling the Member to the Membership Benefits described in clause 3.4;
- 2.3 The different types of Young Patrons' Circle Membership are as follows:
 - 2.3.1 Individual Membership entitling the Member to the Membership Benefits described in clause 3.5:
 - 2.3.2 Dual Membership entitling two named Members to the Membership Benefits described in clause 3.5 each;

3. Membership Benefits

- 3.1 Members of all V&A Membership schemes (V&A Membership, Director's Circle and Young Patrons' Circle) are entitled to the following benefits during each Membership Period:
 - 3.1.1 Membership Card(s). Membership Cards will be distributed or handed over after receipt of payment. Alternative criteria may apply to registrations from countries outside of the UK. In accordance with clause 6.10 the V&A retains the right to recall any Membership Card(s).
 - 3.1.2 Unlimited access to ticketed exhibitions at the V&A in South Kensington and V&A Museum of Childhood in Bethnal Green with no need to book and to the Members' Room located at the V&A Museum within public opening hours, subject to capacity in line with last admission times. Members are required to present their Membership Card(s) when entering an exhibition or the Members' Room and may also be asked to provide identification.

- 3.1.3 A copy of the V&A Magazine three times per Membership Period. Published in or around March, June and October.
- 3.1.4 You are permitted to bring as many guests to exhibitions and the Members' Room as your Membership type allows and up to four children aged 18 or under. 13-17 year olds are classed as children of, or accompanying, the Member but this does not extend to teachers and their students. Under 12s visit free anyway. The number of permitted guests for Director's Circle and Young Patrons' Circle Members is stated on your Membership Card. Please note that some exhibitions may not be suitable for children under the age of 18.
- 3.1.5 Access to previews of new exhibitions and galleries. Booking for previews is not essential, but is strongly recommended. Tickets are free and subject to capacity in line with last admission times.
- 3.1.6 Priority booking for evening talks and access to exclusive Members-only events. Priority booking notification is primarily communicated by email.
- 3.1.7 Updates via email to provide you with your Membership Benefits as stated above as well as other information the V&A believes that Members would like to receive as part of their Membership. These email updates may include, from time to time, at the V&A's discretion and amongst others, invitations to both fundraising and other events, details of the V&A's general activities, information regarding legacy gifts or other opportunities to support the V&A and information relating offers, products or services available from the V&A's sponsors, partners and other commercial or charitable entities. For further details of what we might use your personal data for, please consult the V&A's Privacy policy.
- 3.1.8 Use of the Members' Reception cloakroom, in accordance with the terms set out in clause 4.
- 3.1.9 Access to evening talks and exclusive Members-only events as described in clause 5.
- 3.2 Silver level Members of the Director's Circle are entitled to the benefits listed in clause 3.1, plus:
 - 3.2.1 Attendance at four opening night parties, celebrating major V&A exhibitions and new galleries;
 - 3.2.2 Exclusive visits and tours with V&A experts and curators;
 - 3.2.3 Early and breakfast viewings of exhibitions with V&A curators;
 - 3.2.4 Acknowledgement in the V&A's Annual Review.
- 3.3 Gold level Members of the Director's Circle are entitled to the benefits listed in 3.1 and 3.2, plus:
 - 3.3.1 A place for the Member and a guest at the Director's Circle Dinner, hosted by the Director of the V&A:
 - 3.3.2 Priority booking on Director's Circle events;
 - 3.3.3 Attendance at one additional opening night party (five in total), celebrating major V&A exhibitions and new galleries;
 - 3.3.4 The opportunity to participate in the Travel with the V&A programme of cultural trips places allocated on a first-come, first-served basis (the cost of each trip is not included in the Membership Fee)
 - 3.5 A book from the V&A Publishing catalogue, subject to availability.

- 3.4 Platinum level Members of the Director's Circle are entitled to the benefits listed in clauses 3.1, 3.2 and 3.3, plus:
 - 3.4.1 A private curator-led tour of a gallery or exhibition with ten guests;
 - 3.4.2 Priority booking for Travel with the V&A trips places allocated on a first-come, first-served basis (the cost of each trip is not included in the Membership Fee);
 - 3.4.3 Attendance at a minimum of five (total) opening night parties, celebrating major V&A exhibitions and new galleries;
 - 3.4.4 Priority hire of V&A spaces for private events (the cost of hire is not included in the Membership Fee);
 - 3.4.5 Two front row seats at the V&A's Fashion in Motion catwalk shows.
- 3.5 Each named Member of the Young Patrons' Circle is entitled to the benefits listed in clause 3.1, plus:
 - 3.5.1 Attendance at two opening night parties, celebrating major V&A exhibitions and new galleries;
 - 3.5.2 A ticket to the V&A's Fashion in Motion catwalk shows;
 - 3.5.3 Exclusive visits and tours with V&A experts and curators;
 - 3.5.4 Early and breakfast viewings of exhibitions with V&A curators;
 - 3.5.5 Acknowledgement in the V&A's Annual Review.

In accordance with clause 11.3, the V&A may from time to time vary the benefits of Membership in line with the programmes and shows generally offered by the V&A e.g. the "Travel with the V&A" programme and/or the "Fashion in Motion" catwalk show may be replaced, varied or updated.

4. Members' Reception cloakroom

- 4.1 Members have a cloakroom for their use in the Members' Reception area at the foot of staircase G and adjacent to Gallery 21 (Sculpture). It is free to deposit up to two items per named Member, i.e. one coat and a bag.
- 4.2 Large items of luggage (including but not limited to: cabin bags (56cm x 45cm x 21cm), large bags, folding bikes and adult scooters) will not be accepted at the Members' Reception cloakroom. These items must be left at one of the museum's public cloakrooms and will be subject to a fee. Items may be deemed too large for the Members' Reception cloakroom at the V&A's sole discretion.
- 4.3 Please be aware that any items deposited by Members at the main Museum cloakrooms, located at the Cromwell Road and Exhibition Road entrances, will be subject to the full fee for depositing items and will not be able to claim a refund.
- 4.4 Please note that all Museum cloakrooms are operated by V&A staff. Any items left without the assistance of V&A staff will be removed and are likely to be destroyed.
- 4.5 When the Members' Reception cloakroom reaches capacity it will not accept any more items. Members will need to use one of the public cloakrooms and will be subject to a fee.

5. Evening talks and exclusive Members-only events

- 5.1 See clause 3 for all associated Membership Benefits. Note that Director's Circle and Young Patrons' Circle Members receive additional priority booking on events organised by the Membership team.
- 5.2 Event capacities are determined by the V&A, which reserves the right to restrict the number of tickets available for selected events. Tickets are sold on a first come, first served basis. Allocation cannot be reserved in advance of payment or by sending payment details in writing/via email. All tickets are subject to availability.
- 5.3 The V&A aims to be fully accessible to all. Please help us to accommodate any specific individual needs by contacting the relevant Membership team (contact details are listed in clause 12) in advance of attending. Any events held at the South Kensington V&A site are deemed fully accessible, subject to a fully operational lift service.
- 5.4 Online booking for events in the Lecture Theatre is limited to six per person, regardless of membership level. Bookings of more than six are at the discretion of the Membership Team, and must be made over the phone before 17.00 on the day of the event. Guests do not need to be Members.
- 5.5 Ticket fee(s) must be paid by credit or debit card over the telephone, online or at the museum. Receipts will not be sent, unless specifically requested by telephone. All prices include VAT.
- 5.6 Bookings will be confirmed by email. If confirmation is not received, your payment and booking may not have been successful, in which case you will not have been charged.
- 5.7 If an event has sold out, your name can be added to a waiting list by contacting the relevant Membership team (contact details are listed in clause 12). Please do not attempt to attend a sold-out event without a booking.
- 5.8 The V&A does not offer refunds or credit vouchers. The V&A is not liable for unforeseen circumstances such as travel and weather disruption or personal reasons. The V&A's decision on this is final.
- 5.9 The V&A reserves the right to cancel any event, in which case you will be fully refunded.
- 5.10 The V&A reserves the right to make alterations to the advertised programme without prior notice and as a body, is not responsible for the views or opinions expressed by individual speakers. All end times are approximate.
- 5.11 Tickets may not be resold or offered for resale by anyone without the permission of the V&A and may not be resold at a price exceeding their face value at any time.

6. Subscription Fees and Payment

- 6.1 All Members must pay an annual Membership Fee. The V&A reserves the right in its absolute discretion to change the Membership Fee each year.
- 6.2 The agreement between the V&A and you is entered into for 12 months from the date of registration or renewal.
- 6.3 The V&A is not obliged to accept an application for Membership. Notification will be provided if the application is not accepted. Once accepted and following receipt of payment, the V&A will process the registration and the Member will subsequently receive confirmation.

- 6.4 The Membership is valid immediately from the day that the Membership Fee is received (or on receipt of the first instalment if paying for Director's Circle or Young Patrons' Circle Membership by monthly Direct Debit (not accepted for V&A Membership)). If you do not renew your Membership it will expire automatically at the end of the Membership Period unless it is renewed in accordance with clauses 6.6 or 6.7 below.
- 6.5 Upon expiry of your Membership you will no longer be a Member and you will no longer be entitled to receive any Membership benefits.
- 6.6 **Renewal by Direct Debit:** When each Membership Period approaches an end, the V&A will send you a renewal reminder. If you do not wish to renew your Membership you must inform the V&A at the earliest opportunity and preferably at least 10 days before the end of your Membership Period otherwise your Membership will automatically be renewed. The V&A may contact you later to ask you to rejoin if you do not renew.
- 6.7 **Renewal by cash, cheque, and credit/debit card:** When each Membership Period approaches an end, the V&A will send you renewal reminders, and your Membership will lapse unless a further Membership Fee payment is received from you. The V&A may contact you later to ask you to rejoin.
- 6.8 In order to comply with HMRC guidelines. The V&A is not able to accept CAF cheques or payments from Charitable Foundations as payment for the Membership Fee.
- 6.9 If paying for Director's Circle or Young Patrons' Circle Membership by monthly Direct Debit (not accepted for V&A Membership), you agree to pay the Membership Fee in full within the Membership Period. Failure to pay may result in cancellation of your Membership, Membership Card(s) and all associated benefits.
- 6.10 Should the V&A not receive payment within the specified time period, the V&A reserves the right to suspend any associated Membership Cards.
- 6.11 The V&A reserves the right in its sole discretion to terminate your Membership at any point during the agreement if in its reasonable opinion you behave in a way which is inappropriate or considered to be harassing, causing distress or inconvenience to any visitor or member of V&A staff or may bring the V&A into disrepute; or if you breach any of these terms and conditions.
- 6.12 Following suspension or termination of any Membership, invitations to museum or Members-only activities and all associated Membership postal mailings will cease. A suspension will only be lifted once full payment has been received. In all cases, the Member is obliged to pay the Membership Fee from the date of registration.
- 6.13 Subject to any statutory right to cancel, your Membership Fee is non-refundable once payment has been received by the V&A and you are not entitled to cancel or terminate before the expiry of the Membership Period.
- 6.14 Membership rights and benefits and Membership Cards are not transferable.
- 6.15 Membership rights shall cease on a Member's death or on an individual ceasing to be a Member.
- 6.16 If the Membership Card is lost, stolen or damaged, the Member is entitled to one free replacement card per Membership Period.

7. Your details/personal data

Personal data is information that identifies an individual such as name, address, phone number or email address. This information, provided by you, is required by the V&A in order to allow both the V&A and our Members to fulfil their contractual obligations and for the V&A to provide the membership benefits. It also enables the V&A to provide you with relevant information about the V&A, unless you ask us not to do so.

- 7.1 We collect data regarding your relationship with the V&A, which includes:
 - 7.1.1 When and how you join as a Member;
 - 7.1.2 Which events and exhibitions you have attended and your visits to the Members' Room;
 - 7.1.3 When you make bookings for V&A events;
 - 7.1.4 When you make a purchase in the V&A's shops or online;
 - 7.1.5 When you make a donation, object gift or other "in kind" gift, or legacy to the V&A (or express an interest in doing so);
 - 7.1.6 When you open, click or respond to V&A emails or browse any of the V&A's websites:
 - 7.1.7 Communications you have with members of V&A staff;
 - 7.1.8 Details of your family members and/or guests that you invite to the V&A events.
- 7.2 All information regarding Members is kept confidential. Data is stored on secure, encrypted servers and on the V&A's CRM system. For further details of how the V&A stores your data and on what it is used for, please consult the V&A's Privacy policy.
- 7.3 The V&A's policy for retaining Members' details is stated in its Record Retention Schedule (a copy of which is available on request). The V&A values its relationship with all Members and seeks to maintain and preserve these relationships. The V&A may contact you regarding your Membership or any renewal and you will always be given an opportunity to easily opt out of any further communications from us.
- 7.4 The Member is obliged to inform the V&A of a change of address or other personal details in writing or by email or telephone. See clause 12 for the relevant contact details.
- 7.5 The V&A will not collect or process sensitive personal data on Members such as race, ethnic origin, physical or mental health, political or philosophical views or sexual orientation without a good reason to do so. For example, we may need information regarding accessibility requirements or dietary requirements so that you are able to access and enjoy our facilities and events. It is part of the V&A's inclusive policy to provide as similar an experience as possible to all visitors and individuals, regardless of any disability. Similarly, when undertaking due diligence checks in order to accept support and donations, we may have access to special category information or information relating to criminal offences or convictions. The V&A processes such information in accordance with its privacy policy and its policy document in relation to such categories of information.
- 7.6 The V&A will never sell or swap the personal details of its Members. Personal data will not be disclosed to external organisations other than those acting as contracted agents for the V&A for purposes outlined above and in the V&A's Privacy policy.

- 7.7 If you are purchasing a Membership for yourself or as a gift you confirm that you or the relevant Member is over the age of 16. The V&A does not accept applications for Membership from anyone under that age.
- 7.8 If you are purchasing a Membership as a gift, you confirm that you have the relevant individual's consent to share their information with the V&A.
- 7.9 To increase support for the museum, the V&A sometimes uses Members' (and former Members') personal information to undertake research (sometimes with the help of third party organisations) to increase support. Please refer to the section of our Privacy policy entitled "Identifying potential donors, supporters and sponsors and increasing our support".

8. Publications and other materials

8.1 Unless stated otherwise, copyright and all other intellectual property rights in all publications and materials supplied to you by the V&A are owned by the V&A or its licensors. Members may not reproduce, transmit, distribute, sell or commercially exploit these materials without the prior written consent of the V&A.

9. Liability

- 9.1 Nothing in these terms and conditions excludes or limits liability for death or personal injury caused by the V&A's negligence (or that of its staff, employees or agents) or for fraud or fraudulent misrepresentation or for any other liability that cannot under applicable law be excluded or limited.
- 9.2 Subject to clause 9.1, the V&A shall not be liable (howsoever arising and whether for breach of contract, negligence or for any other reason) to Members or to any other third party for:
 - 9.2.1 any loss of profit; or
 - 9.2.2 loss of sales; or
 - 9.2.3 loss of revenue; or
 - 9.2.4 any special, incidental, indirect or consequential loss.
- 9.3 Subject to clauses 9.1 and 9.2, the total liability of the V&A for anything that it has done or not done under or in connection with these terms and conditions (and whether the liability arises because of breach of contract, negligence or for any other reason) is limited to an amount equal to the annual Membership Fee paid or payable during the year in which the cause of action arose.

10. Freedom of Information Act 2000 ("FOIA")

- 10.1 The V&A is a 'Public Authority' for the purposes of FOIA. Subject to certain exemptions, the V&A may be required to release information to a third party upon request which may relate to the Membership schemes.
- 10.2 The V&A shall not be liable for any loss or damage that any Member may suffer as a result of the V&A's disclosure of information under FOIA.

10.3 The obligations contained in this clause 10 shall remain in force notwithstanding the termination of this Agreement for any reason whatsoever.

11. General

- 11.1 The failure of or delay by the V&A to exercise or enforce any right in these terms does not constitute a waiver of such rights.
- 11.2 The Member is obliged to inform the V&A as soon as possible in case of loss, theft or damage to the Membership Card. See clause 12 of these terms and conditions for the correct contact details.
- 11.3 The V&A reserves the right to revise these terms and conditions and the substance of the Membership. Such revisions also apply to existing agreements.
- 11.4 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, you agree with the V&A to submit to the exclusive jurisdiction of the English courts.
- 11.5 The V&A shall not be liable if it is delayed or prevented from performing any obligation under this agreement for reasons outside of its reasonable control.

12. Contact details

12.1 The contact details of the V&A Membership office are as follows:

Membership Office The Victoria and Albert Museum South Kensington London SW7 2RL UNITED KINGDOM

Email: membership@vam.ac.uk

Tel: +44 (0)20 7942 2271 (Mon – Sun, 9.30 – 17.00)

12.2 The contact details of the Director's Circle team are as follows: Director's Circle

Development Department
The Victoria and Albert Museum
South Kensington
London SW7 2RL
UNITED KINGDOM

Email: directorscircle@vam.ac.uk

Tel: +44 (0)20 7942 2717 / 2272 (Mon – Fri, 9.30 – 17.00)

Email: directorserrere@vam.ac.ak

12.3 The contact details of the Young Patrons' Circle team are as follows:

Young Patrons' Circle
Development Department
The Victoria and Albert Museum
South Kensington
London SW7 2RL

UNITED KINGDOM

Email: ypc@vam.ac.uk

Tel: +44 (0)20 7942 2444 (Mon – Fri, 9.30 – 17.00)