South of England Agricultural Society Membership Terms and Conditions

Last updated December 12th, 2023

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 "Society", "We" or "Us" are references to the South of England Agricultural Society. References to the word "members" and "membership" are references to becoming a South of England Agricultural Society member.

1. Data protection

- **1.1** When you apply to become a South of England Agricultural Society 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 and contact details. We want to reassure you that any personal information you provide to Us will be processed in line with the Data Protection laws and in accordance with our Privacy Policy.
- **1.2** The details of your transaction will be retained on our membership database to provide a record of your transaction, process your membership and to provide you with membership services and the management of your membership.
- **1.3** Your contact information will be used by the Society to provide you with further information about your membership and its associated benefits, share news with you relating to the Society, our events, and exclusive special offers, or to find out your views and opinions on their events that you have attended. However, you will have the opportunity to unsubscribe to any such communications.
- **1.4** When you provide any information to us or Showing Scene (who manage our membership subscriptions database) on behalf of South of England Agricultural Society (such as name, address, phone number, company name, email address, credit card number, or the products you may or are purchasing) we will not give or sell your individual information to any outside company for its use in marketing or solicitation. We will maintain the confidentiality of your personal information and it will be used only to support your customer relationship with South of England Society, which may be through 3rd party suppliers (eg. For the provision of membership cards).
- **1.5** You can unsubscribe from mail, emails or phone calls at any time by contacting hello@seas.org.uk or calling 01444 892700 (we're open weekdays 9am to 5pm, excluding bank holidays).

2. Subscriptions

- **2.1** The annual subscription for membership of the Society shall be determined by the Society's Board of Trustees. The Board reserves the right to increase membership fees.
- **2.2** The annual subscriptions shall be due and payable on such date as the Board may from time to time declare. The Board shall have the power to waive or reduce the subscription of any individual member or class of members.
- **2.3** All quoted membership fees are for a one-year membership subscription or a one lump sum fee for a term or life membership subscription (as applicable).
- **2.4** The Board may refuse an application for membership if, acting reasonably and properly, they consider it to be in the best interests of the Society to refuse the application. The Board must inform the applicant in writing of the reasons for the refusal within 21 days of the decision. The Board must consider any written representations the applicant may make about the decision. The Boards'

decision following any written representations must be notified to the applicant in writing but shall be final.

2.5 Membership is not transferable. If you no longer require the membership please let us know and we will cancel the membership for you (see 5.2).

3. Payment terms

- **3.1** You can take out membership either online, over the phone, by post or with a membership steward at one of the society's events.
- **3.2** There are multiple payment methods available to allow you the flexibility to pay your membership. We accept payment for membership in one lump sum via cheque, credit/debit card or direct debit. Direct debit payment is set up to be taken on the 2nd January.
- **3.3** You can cancel a direct debit any time by simply contacting your bank or building society. We would be grateful if you could also let us know that you wish to cancel your membership.
- **3.4** In line with clause 11.3 of the South of England Agricultural Society's <u>Articles of Association</u>, there shall be no circumstances in which subscriptions will be refunded.

4. Termination

Membership is terminated if:

- **4.1** The member dies or, if it is an organisation, ceases to exist
- **4.2** The member resigns by written notice to the Society unless, after the resignation, there would be less than two members
- **4.3** Any sum due from the member to the Society is not paid in full by such a date as the Board may from time to time declare.
- **4.4** The member is removed from membership by a resolution of the trustees that is in the best interests of the Society that his or her or its membership is terminated. A resolution to remove a member from membership may only be passed if:
- **4.4.1** The member has given at least 14 days' notice in writing of the meeting of the directors at which the resolution will be proposed and the reasons why it is to be proposed;
- **4.4.2** The member or, at the option of the member, the member's representative (who need not to be a member of the Society) has been allowed to make representations to the meeting.

5. Liability disclaimers

- **5.1** Subject to clause 9.3, the Society 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 Society or its representatives which includes any company associated with the Society.
- **5.2** Subject to clause 7.3, the liability of the Society to you is limited to the amount of your membership fee.
- **5.3** Nothing in these terms and conditions excludes liability for death or personal injury caused by the Society's negligence or for fraud or fraudulent misrepresentation.