TERMS AND CONDITIONS RELATING TO MEMBERSHIP AND PATRONS’ SCHEMES AT
V&A DUNDEE (DESIGN DUNDEE LIMITED)

Legal information:

1. DEFINITIONS

In these terms and conditions, the following words shall have the meanings set out below:

“ Confirmation” means the confirmation email sent to you by V&A Dundee under clause 4.2.3 acknowledging your purchase and setting out the details of your booking.

“Design Benefactor” means an individual giving between £5000 and £10,000 in any year to V&A Dundee.

“Donor” means an individual giving £10,000 or more in any year to V&A Dundee.

“Family and Friends Membership” means a Membership issued to two Members allowing two guests to enter V&A Dundee as well as the 2 named Members.

“Gift Voucher” means a gift voucher issued solely by V&A Dundee.

“Individual Membership” means a Membership issued to a single Member.

“Individual + 1 Membership” means a Membership issued to a single Member which allows a guest to enter V&A Dundee in addition to the named Member.

“Member” means supporters of V&A Dundee who purchase Membership, including Patrons.

“Membership” means the annual paid-for subscription membership package offered by V&A Dundee which entitles you to Membership Benefits for one year from the date of activation.

“Membership Benefits” means those benefits listed in clause 3.1.

“Membership Card” means a personal card that will be issued to Members.

“Online Membership Form” means the series of pages for the purchase of Membership set out on the V&A Dundee website.
“Patron” means an individual including Pioneering Patrons, Design Benefactors and Donors making philanthropic donations of £1000 or more per year to V&A Dundee to whom benefits are offered including, but not restricted to, a Membership.

“Pioneering Patrons” means an individual giving between £1000 and £4999 per year to V&A Dundee.

“V&A Dundee” Dundee Design Limited whose registered and principal trading address is Whitehall House, 33 Yeaman Shore, Dundee, DD1 4BJ. Registered in Scotland company number SC370598. Registered charity number SC041219. VAT registration number 195521981, trading as “V & A Dundee”.

2. **GENERAL**

2.1. These terms and conditions relate to the purchase and supply of Memberships and Membership Cards (including Membership Benefits made available to Patrons) in person, over the phone and via the V&A Dundee website. Please read these terms and conditions carefully before purchasing any Memberships as by purchasing a Membership, you accept that these terms and conditions will form the contract between us.

2.2. Nothing in these terms and conditions is intended to affect your statutory rights.

3. **MEMBERSHIP BENEFITS AND RESTRICTIONS**

3.1. Members will be provided with a Membership Card which will entitle Membership Cardholders to:

3.1.1. free entry to all V&A Dundee exhibitions

3.1.2. 10% discount in V&A Dundee Retail Outlets

3.1.3. 10% off food and drink in the museum café and restaurant

3.1.4. regular updates via e-mail

3.1.5. 25% discount to exhibitions at V&A South Kensington
3.2. V&A Dundee reserve the right to make minor changes to the Membership Benefits at any time without prior notice, although every effort will be made to inform Members of any changes as soon as practicable.

3.3. Members holding Individual Membership and Individual + 1 Membership may upgrade their Membership at any time.

3.4. Membership Cards must only be used by the Member and are not transferable.

3.5. Members must show their Membership Card whenever they visit V&A Dundee and V&A South Kensington. Members may be asked for proof of identity (e.g. driving licence, passport) at any time. Membership cards cannot be used by anyone other than the Member. Use of Membership Cards by third parties will result in confiscation of the Membership Card, withdrawal of the Membership and termination of the terms and conditions by V&A Dundee.

3.6. Where a Membership permits guest access to V&A Dundee, the Member must be present to admit a guest.

3.7. Lost or stolen Membership Cards will be replaced free of charge for one occurrence. V&A Dundee reserve the right to charge a small fee for any further replacement Membership Cards.

4. ADDITIONAL PROVISIONS APPLYING TO MEMBERSHIP PURCHASED ON THE V&A DUNDEE WEBSITE

4.1. The website https://www.vandadundee.org and https://www.vam.ac.uk/dundee are owned and operated by V&A Dundee.

4.2. If you choose to purchase Membership online website, your Contract with V&A Dundee will be concluded as follows:

4.2.1. completion and submission of the Online Membership Form shall constitute an offer by you to purchase Membership subject to these terms and conditions. You can correct any mistakes you make when filling out the Online Membership Form at any point before submitting it;

4.2.2. once you submit the Online Membership Form, V&A Dundee will check that you have completed all parts of the Online Membership Form and confirm that you have sufficient funds to cover the total cost of Membership. Upon confirmation of these details, V&A Dundee will then charge your credit or debit card accordingly or debit your account if you have chosen to pay via direct debit. This in itself does not constitute acceptance of your offer;
4.2.3. once payment has been taken, an onscreen confirmation will be displayed, and V&A Dundee will send you a Confirmation as soon as possible. This Confirmation shall constitute V&A Dundee acceptance of your booking. A Contract will be formed once you have received the Confirmation;

4.2.4. if V&A Dundee received a prompt notification that the Confirmation was not delivered successfully, then V&A Dundee will use reasonable endeavours to notify you of its acceptance and the details of your booking by other means.

4.3. The only language available for the conclusion of a Contract online is English.

4.4. Details of all Contracts concluded online (including the method of payment but not the card details) will be kept on file by V&A Dundee and can be provided to you on request.

4.5. You are entirely responsible for entering your details correctly on the Online Membership Form. By submitting an Online Membership Form, you warrant to V&A Dundee that all details supplied by you are true and accurate.

5. PRICE AND PAYMENT

5.1. The price (including all taxes where relevant) of Memberships are specified on V&A Dundee website.

5.2. The period of validity of any Membership is one year from the date of issue.

5.3. The price (including all taxes where relevant) of Membership booked over the phone, in person or by post are as displayed on V&A Dundee website or will be provided to you at the time of purchase.

5.4. For bookings made online over the V&A Dundee website, V&A Dundee accepts payment by MasterCard, Visa, American Express, Gift Voucher and Direct Debit.

5.5. For purchases made over the phone, via email, in person, or by post, V&A Dundee accepts payment by MasterCard, Visa, American Express, Gift Voucher, BACS, cheque and Direct Debit.

5.6. If your Memberships are being paid for using a third-party Credit/debit card you must provide V&A Dundee with written authorisation from the card holder if requested at any time by V&A Dundee.

5.7. Renewal by Direct Debit: When each Membership Period approaches an end, V&A Dundee will send you a renewal reminder. If you do not wish to renew your Membership you must inform V&A Dundee at the earliest opportunity and preferably at least 10 days before the end of your Membership Period otherwise your Membership will automatically be renewed. V&A Dundee may contact you later to ask you to rejoin if you do not renew.
5.8. Renewal by cash, cheque, and credit/debit card: When each Membership Period approaches an end, V&A Dundee will send you renewal reminders, and your Membership will lapse unless a further Membership Fee payment is received from you. V&A Dundee may contact you later to ask you to rejoin.

5.9. All Memberships, with the exception of Memberships purchased by one individual as a gift for another ("Gift Memberships"), are eligible for Gift Aid. Only the donation portion of Patron payments are eligible for Gift Aid.

5.10. Where a Member elects to donate Gift Aid, the following conditions apply:

5.10.1 Gift Aid can only be claimed where V&A Dundee has received a valid Gift Aid declaration.

5.10.2 You must inform V&A Dundee of any changes in your tax status, if your name and/or address changes or if you wish to cancel the declaration.

5.10.3 To be eligible for Gift Aid a donor must be a UK taxpayer and to have paid an amount of UK income tax or capital gains tax that is equal to any tax we would reclaim on your Membership or donation.

5.10.4 Declarations are valid until you notify us that you no longer wish us to claim Gift Aid on your donations.

6. DELIVERY OF MEMBERSHIP CARDS

6.1 Delivery of Membership Cards will be via post unless otherwise stated or requested.

6.2 You can choose to collect your Membership Card(s) from V&A Dundee Information Desk.

7. REFUND AND EXCHANGE POLICY FOR TICKETS

V&A Dundee shall not be obliged to refund your Membership after purchase.

8. ALTERATIONS

8.1. All Memberships are sold subject to V&A Dundee’s right to make any alterations in content or details advertised on V&A Dundee website or other appropriate location.

8.2. V&A Dundee reserves the right to make alterations to the content or details of any exhibition or event.

9. LIABILITIES OF V&A DUNDEE

9.1. Subject to clause 9.3 below, V&A Dundee will only be liable to you for direct and foreseeable losses arising as a result of:
9.1.1. a breach of these terms and conditions by V&A Dundee; or

9.1.2. any negligent act by V&A Dundee arising under or in connection with the Contract.

9.2. The V&A Dundee total liability under clause 9.1 above shall be limited to the value of the Membership.

9.3. Nothing in this clause 9 excludes or limits the liability of V&A Dundee for death, personal injury or fraud.

9.4. V&A Dundee will not be liable in any way if it is prevented from performing its obligations under or arising from any Contract due to factors which are beyond V&A Dundee’s reasonable control. Without limiting the foregoing, the following shall be regarded as causes beyond V&A Dundee’s reasonable control:

9.4.1. acts of god, which includes but is not limited to earthquake, floods, cyclones, fire, storms, disease, fog, snow or frost;

9.4.2. force majeure which includes but is not limited to war, accidents, acts of public enemies, strikes, embargoes, perils of the air, local disputes and civil commotions.

9.5. V&A Dundee will not be liable for any losses incurred by you in connection with your use of V&A Dundee’s website, for any delay in using or your inability to use the website, for any information or Membership obtained through the website or for any material posted to the website by V&A Dundee or by users of the website.

10. DATA PROTECTION

V&A Dundee will collect, use, store and disclose your personal details in accordance with our privacy policy which can be accessed from www.vandadundee.org.

Members should inform V&A Dundee of any changes to contact details. V&A Dundee cannot be responsible for customers missing updates and information if we have not been provided with the correct information.

If a Member completes a Gift Aid Declaration, it is a legal requirement for us to share their information with HMRC. Evidence of Gift Aid claims must also be kept for 7 years.
11. **CONTACT AND COMPLAINTS**

If you need to contact V&A Dundee or if you wish to complain about your experience purchasing Membership, you can do so using any of the following methods:

- Email: membership@vandadundee.org
- Post: V&A Dundee, 1 Riverside Esplanade, Dundee, DD1 4EZ

12. **ENTIRE AGREEMENT**

All the terms of any Contract are contained or are referred to within these terms and conditions.

13. **SEVERABILITY**

If any part of these terms and conditions is held to be unenforceable this will not affect the enforceability of the remaining provisions.

14. **SAFETY AND ENJOYMENT**

14.1. V&A Dundee reserves the right to refuse admission and may request any Members to leave (taking any such appropriate action to enforce this right) if it considers it to be necessary or desirable to do so.

14.2. V&A Dundee reserves the right to limit items which may be brought into the Museum and to search bags, and persons before granting entry. Persons entering the Museum agree to such searches and V&A Dundee reserves the right to refuse entry to, or to eject from the Museum, anyone refusing to submit to such a search.

14.3. Food and drink are not permitted in V&A Dundee Exhibition spaces.

14.4. Please note that special effects including but not limited to; smoke effects, strobe lighting, lasers and loud music are occasionally used in exhibitions, details of which will be posted outside the exhibition entrance and on the specific event page on the V&A Dundee website.

15. **THIRD PARTIES**

Nothing contained in any Contract is intended to be enforceable pursuant to the Contracts (Rights of Third Parties) Act 1999 by any third party.

16. **JURISDICTION**
Each party irrevocably agrees that the Scottish Courts shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this agreement or its subject matter or formation.

17. **GOVERNING LAW**

The terms of this Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance to Scots Law.