

# Membership of Severn Valley Railway Company Ltd - Terms & Conditions

## General

Severn Valley Railway Company Ltd. is a not for profit company (registered number 00906842) having its principal office at Number One, Comberton Place, Kidderminster, DY10 1QR

On applying to become a Member of the Company you are automatically agreeing to these Terms and Conditions and you are providing us with the appropriate consent to handle your personal information in accordance with current data protection laws and our data protection policies. References to “the Company”, “SVR”, “we”, “our” are references to Severn Valley Railway Company Ltd. “You” or “Your” applies to the person or persons applying to membership.

Our acceptance of your application will bring into force a legally binding contract between us. These terms and conditions will form the basis of that contract, through which the Company will deliver a service to you as a Member. Where you apply for Gift Membership for someone else, we will deliver these services to the person named in your application.

These Terms and Conditions do not affect the rights that you have as a Member of the Company under our Articles of Association including the right to attend and vote at a General Meeting of the Company.

## 1. Membership benefits

1.1 SVR Members receive a range of benefits. A typical Membership package will include:

1.1.1 Reduced fare travel on Severn Valley Railway normal service timetabled trains.

1.1.2 A quarterly Members’ magazine SVR News and other e-newsletters and communications to promote our activities.

1.1.3 Other discounts are applicable from time to time.

1.2 We reserve the right to change the benefits that apply to SVR Members at any time and without prior notice. Wherever possible, changes to benefits will be published on the Severn Valley Railway website, [svr.co.uk](http://svr.co.uk) and in the SVR News.

1.3 We may cancel or introduce different categories of Membership from time to time. It is the members responsibility to ensure that they have the most appropriate category of Membership to suit their personal circumstances at any time. SVR is not liable or responsible, if a more appropriate or cheaper category of membership is introduced during a period of membership.

## 2. Visiting as a Member

2.1 Members should bring their Membership card when visiting the Severn Valley Railway. We will not be able (for example) to give a discounted rate on travel without sight of this Membership card.

2.2 Membership cards are for use by the named card holder(s) only.

## 3. Becoming a Working Member

3.1 Working members, or Volunteers, on the Severn Valley Railway give freely of their time to undertake particular tasks or roles. There is no intended or implied mutuality of obligation for the company to provide

volunteering duties nor for a Volunteer to attend or to be personally responsible for carrying out the duty, provided (in safety critical roles) they have ensured a volunteer with the appropriate level of competence covers that turn. There is no also no consideration and no payment for any volunteer duties undertaken.

3.2 It is a requirement that all Volunteers must be fully paid up Members of the Company in order to carry out their duties.

#### **4. Membership**

4.1 The Membership types as at 1<sup>st</sup> January 2019 are as follows:

| <b>Membership Type*</b> | <b>Eligibility</b>   | <b>Period</b>           |
|-------------------------|--|-------------------------|
| Ordinary                | any one adult (16+ years)  | 1 year, 3 years or Life |
| Ordinary Joint          | any two adults (16+ years) residing at the same address  | 1 year, 3 years or Life |
| Senior                  | any one adult (60+ years)  | 1 or 3 years            |
| Senior Joint            | any two adults (where one is at least 60+ years) residing at the same address                    | 1 or 3 years            |
| Family                  | any two adults (16+ years), plus up to four children (4 - 13 years) residing at the same address | 1 or 3 years            |
| Student                 | any person (aged 14 -21 years) in full time education  | 1 year                  |
| Short term              | any one adult (16+ years) (working volunteers only)  | 1 month                 |

\*These Membership Types may be altered/withdrawn from time to time with agreement at an AGM of the Company.

4.2 SVR Membership (other than Life Membership) is valid from the date of acceptance by SVR until the date of expiry shown on the card.

4.3 Membership cards will be sent within 15 working days of your application for Membership being accepted by us.

4.4 The issue of a temporary membership card (e.g. by a Booking Office) is simply to permit the holder to travel at Members rate until such time as the membership application has been accepted and a full membership card issued.

4.5 Lost Membership cards will be replaced free of charge.

4.6 Entry to Severn Valley Railway property is only during normal opening hours. Entry to the property is subject to any terms and conditions of entry applicable at each site. We reserve the right to restrict entry or to demand that any Member leave the property for reasons of health or safety or if we consider that it is in the best interests of the Severn Valley Railway or its staff, volunteers, visitors or other guests.

4.7 Membership does entitle Members to a discount at certain special events, tours or on other activities.

4.8 Membership can be applied for by post, 'phone 01562 757900, online at svr.co.uk and in person at Number One Comberton Place, Kidderminster

#### **5. Right to refuse applications**

5.1 The Company reserves the right to refuse any application for Membership. The Company also reserves the right to cancel or not to fulfil a Membership if you (or the Member, where you purchase Gift Membership for another person) are found to be in breach of these conditions.

5.2 On receipt of your application we will debit your card or process the Direct Debit payment or process your cheque for the applicable membership fee. However, acceptance of your application remains subject to our approval. Once a decision has been reached we will either confirm that your application has been accepted, at which point a contract will be formed between us, or notify you that we cannot accept your application. If we cannot accept your application for whatever reason we will refund your payment.

5.3 If we are unable to obtain payment authorisation from the issuer of your card or from your bank in the case of Direct Debit payments and a Membership card has already been issued to you, we will request you return the card and forfeit any benefits.

## **6. Price information**

6.1 All quoted Membership fees are for, a one-year or three-year Membership subscription, or a Life Membership subscription (as applicable).

6.2 Membership subscriptions are subject to annual review and possible amendment by a General Meeting of the Company. You will be informed of any subscription increase in your renewal letter and on our website [svr.co.uk](http://svr.co.uk).

## **7. Credit/Debit card payments**

7.1 The credit/debit card information you provide us for a Membership transaction is used solely for the purpose of processing that Membership transaction. 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.

7.2 We strongly advise against sending us any credit/debit card information via email. It is contrary to the rules of the Payment Card Industry (PCI) for us to accept credit/debit card payments by email and we will decline to accept payment by this means.

7.3 If you are not using your own credit/debit card to pay for the Membership subscription, you must ask permission of the credit/debit cardholder before entering payment details. When you subscribe to Membership of SVR either online, by post or verbally, you are confirming that you have obtained the express prior permission of the credit/debit cardholder.

## **8. Direct Debit payments**

8.1 If there are any changes to the amount, date or frequency of your Direct Debit, we will notify you 10 working days in advance of your account being debited or as otherwise agreed. If we request to collect a payment, confirmation of the amount and date will be given to you at the time of the request.

8.2 If an error has been made in the payment of your Direct Debit by us or your bank/building society, 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 SVR.

8.3 You can cancel a Direct Debit at any time by simply contacting your bank or building society. Written confirmation may be required. We would be grateful if you also notified us using the contact methods set out below. The contact methods set out at in Clause 13.1 below.

## **9. Your rights to cancel**

9.1 As a consumer, you have a legal right within the first 14 days to cancel the contract formed between us (and receive a refund of the fees paid) if you change your mind or decide for any other reason that you do not want to continue the Membership.

9.2 To cancel your contract, you just need to let us know that you have decided to cancel. To cancel an order, you must contact us via email at [membership@svrlive.com](mailto:membership@svrlive.com) or by writing to Severn Valley Railway Company Ltd, Membership Department, Number One, Comberton Place, Kidderminster, DY10 1QR.

9.3 If you cancel the contract in accordance with clause 8.1:

9.3.1 We will refund you the price you paid for the Membership if you cancel within 14 days of purchase or renewal. We will not reduce your refund to reflect the period of time (if any) that the Membership was valid up to the date on which we were notified of your decision to cancel the contract or to reflect the situations where discounted travel has been purchased.

9.3.2 We will make any refunds due to you as soon as possible and in any event within the deadlines indicated below.

9.4 In addition to your rights as a consumer, if you pay for your Membership by monthly Direct Debit you may cancel your Membership during the course of your period of Membership and return your membership card.. To cancel your contract in this way, you just need to let us know that you have decided to cancel. To cancel the contract, you must contact us via email at [membership@svrlive.com](mailto:membership@svrlive.com) or by writing to Severn Valley Railway Company Ltd, Membership Dept, Number One, Comberton Place, Kidderminster, DY10 1QR

9.5 If you cancel the Membership contract in accordance with clause 8.4 your Membership will continue until the next due date for Direct Debit and we will not take any further Direct Debit payments. We will not refund to you any payments already made.

9.6 If you pay for your Membership in full in advance then you may not cancel the Membership or receive any refund except in accordance with Clause 8.1.

9.7 In the event that your Membership is cancelled for any reason you must return your membership card to us and you will no longer be entitled to receive any Membership benefits. No refund will be made unless the membership card is returned.

9.8 Membership rights and benefits shall cease on death..

## **10. Our rights to cancel**

10.1 We may cancel your Membership at any time without giving a reason. You may request details for the cancellation, but we shall be under no obligation to provide a reason and no correspondence will be entered into. The General Manager's decision in this respect shall be final.

10.2 Should we cancel your Membership in accordance with clause 9.1 we will refund in accordance with clause 8.4. However, no refund will be made unless the membership card is returned.

## **11. Data protection and use of personal data**

11.1 When you apply for Membership (and throughout the course of your Membership subscription) it will be necessary for us to obtain from you certain information (such as your name, address, and date of birth) which we will treat as 'personal data' for the purposes of data protection law. SVR will also collect and hold data arising from the use of your Membership card (including any payments or donations which you make) and other transactions which you conduct with the Severn Valley Railway. We will process and take care of your

personal data in accordance with the Data Protection Act 1998, General Data Protection Regulation (Data Protection Act 2018) the Severn Valley Railway's Privacy Policy and as otherwise permitted or required by law.

11.2 The personal data you supply will be used for the following purposes:-

Communication about the Severn Valley Railway - its conservation, membership, fundraising and other activities.

Processing your orders and services requested;

Statistical purposes to improve our services to you;

Servicing the Severn Valley Railway website content;

Administering the Severn Valley Railway website;

Administration of membership(s)

Administration of donations and legacies; and

In-house research and statistical analysis

11.3 You will receive Membership communications and from time to time we will, unless you instruct us otherwise, use your contact information to let you know about the work of the Severn Valley Railway and Severn Valley Railway promotions. You can unsubscribe from receiving promotional communications by post, telephone or email (using the 'Unsubscribe' link at the footer of all emails or by contacting the Membership team). Once we have received your request, we will take appropriate steps to cease using your information in this way.

11.4 We may disclose information about you to any of our employees, contractors, agents and professional advisors and other carefully selected organisations under strictly controlled conditions. Otherwise, we will not pass your personal data to third parties without your prior consent.

11.5 You may instruct us to provide you with any personal information we hold about you. Any individual wishing to access their personal information should put their request in writing, using the contact details set out at Clause 13.1 below. Please let us know if any personal information that we hold about you needs to be corrected or updated. We may charge an administration fee in accordance with current law for providing you with copies of your data.

11.6 We (or photographers appointed by us) may, from time to time, carry out photography on Severn Valley Railway property. If you are visiting us you may be photographed in the background on an incidental basis. The Severn Valley Railway may use any of these photographs for promotional, marketing, or other purposes.

## **12. Our Liability**

12.1 Subject to clause 10.3, and to the extent possible by law, the Company excludes all liability to Members or to any other third party for any loss of 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 the Company or any company associated with the Company.

12.2 These terms and conditions do not exclude liability for death or personal injury caused by the SVR's negligence or for fraud or fraudulent misrepresentation.

## **13. Your Liability**

13.1 Your liability is detailed in the Company's Memorandum & Articles of Association.

## **14. Queries, comments and complaints**

14.1 The Membership team will aim to respond to any query received within 10 working days. This may be an acknowledgement of receipt whilst further investigations are carried out. If you have any queries or complaints please contact the Membership team:

Telephone: 01562 757930

Email: [membership@svrlive.com](mailto:membership@svrlive.com)

Website: [svr.co.uk](http://svr.co.uk)

Post: Severn Valley Railway Company Ltd, Membership Department, Number One, Comberton Place, Kidderminster, DY10 1QR.

Membership office hours are usually Monday to Wednesday 9am to 2pm (excluding the period between Christmas and New Year).

## **15. General**

15.1 These terms and conditions are governed by the laws of England.

15.2 These terms and conditions may not be varied by any member of staff.

15.3 These terms and conditions may only be varied by the Board of Directors of the Company.