

Membership terms

These Terms and Conditions are the standard terms that apply to the purchase via our Website of all subscription Services from us, Heritage Lincolnshire, a company registered in England and Wales under company number 10014163, whose registered office address is at The Old School, Cameron Street, Heckington, Sleaford, Lincolnshire, NG34 9RW (referred to in these Terms and Conditions as “we/us/our”).

Please read these Terms and Conditions carefully and ensure that you understand them – you will need to agree that you have read and accepted them before purchasing Services from us. If you do not agree to comply with and be bound by these Terms and Conditions, you will not be able to order from us.

By placing an order with us, you warrant that (a) you are legally capable of entering into binding contracts and (b) you are at least 18 years old.

1. Definitions and Interpretation:

In these Terms and Conditions, the following expressions have the following meanings:

“**Contract**” means the legally binding contract formed in accordance with clause 2, which includes these Terms and Conditions;

“**Gifts**” means the goods we send to you from time to time as part of the Membership Benefits;

“**Membership Benefits**” means the priority access, member discounts, newsletters and Gifts;

“**Services**” means the subscription service to be provided by us to you;

“**Website**” means www.heritagelincs.org and any sub-domains of this site unless expressly excluded by their own terms; and

“**You/Your**” means you, the person ordering from the Website.

The headings in these Terms and Conditions are for convenience only and shall not affect their interpretation. Words imparting the singular shall include the plural and vice-versa. Any reference to “writing” and “written” includes communication by email.

2. How the Contract is Formed Between You and Us

- 2.1. You can place an order for Services at any time via our Website. Our Website will guide you through the process. Before submitting your order, you will be given the opportunity to review and amend it. Please ensure that you have checked your order carefully before submitting it.
- 2.2. By continuing to use this Website, you represent and warrant that all information you submit is accurate and truthful, you have permission to submit payment information where permission may be required, and you will keep your Account details accurate and up-to-date.
- 2.3. We will send you an order confirmation once your order has been processed. Only then will a legally binding Contract be formed, which will include these Terms and Conditions. Our order confirmation will contain full details of the order, including the price and the duration of the subscription Service chosen.

3. Website Use

- 3.1. When using our Website and posting comments onto our social media, you must not submit content that is unlawful or otherwise objectionable. This includes, but is not limited to, content that is abusive, vulgar, obscene, threatening, harassing, defamatory or discriminatory. Further information and restrictions on the use of our Website is detailed in the policies available on the Website.

4. The Subscription

- 4.1. The Membership Benefits will be available to you immediately when we send you our order confirmation and will continue to be available for the duration of your subscription (including any renewals), or until you end the Contract. When you place your order, you will be required to expressly acknowledge that you wish the Membership Benefits to be made available to you immediately. You will also be required to expressly acknowledge that by accessing the Membership Benefits, you will lose your legal right to cancel if you change your mind (the “cooling-off period”). Please see clause 9.2 for more information.
- 4.2. We do not warrant that your use of our Website will be uninterrupted or error-free; nor that our Website, and/or the information obtained by you from the Website will meet your requirements.
- 4.3. In some circumstances, we may need to suspend access to the Website (in full or in part) to fix technical problems, to make necessary changes, to update the content, or to make more significant changes.

5. Gifts

- 5.1. From time to time within your membership we shall send to you Gifts as part of your Membership Benefits. These shall be at our discretion and shall not be guaranteed throughout the membership.
- 5.2. Gifts shall be delivered to the address registered to your Account, it shall be your responsibility to ensure this is kept up to date.

- 5.3. Delivery will be deemed to have taken place when the Gifts have been delivered to the delivery address and you (or someone identified by you) have taken physical possession of the Gifts.
- 5.4. Goods shall be delivered by Royal Mail or courier as decided by us at the time of dispatch. Deliveries and where applicable redeliveries shall be arranged in accordance with that parties’ standard operating guidelines at the time. Should we incur additional costs due to your failure to receive the Goods, we reserve the right to charge these back to you.

6. Price and Payment

- 6.1. The price payable for use of the Membership Benefits is as stated on our Website. Payment must be made before the content will become available to you. You will be asked to complete your details and make payment via the Website. Once payment is received, the Membership Benefits will become accessible to you for the initial term and any subsequent renewed term.
- 6.2. You will receive 12 months of access to the Membership Benefits. The subscription will then continue on a recurring basis, for the same duration as the initial term. You can cancel the subscription at any time but please allow 48 hours before the renewal date to allow for processing of the cancellation.
- 6.3. All payments made via the Website will go through an online payment gateway provider, such as PayPal or Stripe. No credit or debit card information is provided to us and completion of the transaction will be subject to you agreeing to this payment gateway provider’s terms and conditions. A separate contractual relationship is created between you and the payment gateway provider and we cannot be held liable for any errors, actions, omissions or incorrect charges that may be made by this third party.
- 6.4. We may from time to time change our prices. Changes in price will not affect any Services that you have already purchased but will apply to any subsequent subscription renewals or new subscriptions. We will inform you of any change in price at least 30 days before the change is due to take effect.
- 6.5. All prices include VAT, where applicable. If the rate of VAT changes between your order being placed and us taking payment, the amount of VAT payable will be automatically adjusted when taking payment.

7. Problems with the Services

- 7.1. By law, we must provide Services that are of satisfactory quality, fit for purpose and as described. If any Services you have purchased do not comply, please contact us as soon as reasonably possible to inform us of the problem.
- 7.2. If the Membership Benefits has faults, you are entitled to request we fix the problem. If we cannot fix the problem, or if it has not been (or cannot be) fixed within a reasonable time and without significant inconvenience to you, you may be entitled to a full or partial refund. Please note that we will not be liable if we informed you of the fault(s) or other problems with particular Membership Benefits before you accessed it and it is that same issue that has now caused the problem (for example, if the Membership Benefits in question is an alpha or beta version and we warned you that it may contain faults), or if you purchased the Membership Benefits for an unsuitable purpose that is not obvious or made known to us and the problem resulted from your use of the Membership Benefits for that purpose.
- 7.3. Any refunds due under this clause 7 will be issued within 14 calendar days of the day on which we agree that you are entitled to the refund, using the same payment method that you used when purchasing the Services, unless you specifically request that we make a refund using a different method.

8. Faulty, Damaged or Incorrect Gifts

- 8.1. By law, we must provide goods that are of satisfactory quality, fit for purpose and in accordance with any pre-contract information we have provided. If any Gifts have faults or are damaged when you receive them, or if you receive incorrect Gifts, please contact us as soon as reasonably possible to inform us of the fault, damage or error, and to arrange for the following remedy/remedies:
 - 8.1.1. Beginning on the day that you receive the Gifts (and ownership of them) you have a 30 calendar day right to reject the Gifts.
 - 8.1.2. If you do not wish to reject the Gifts, or if the 30 calendar day rejection period has expired, you may request a replacement. We will bear any associated costs and will provide the replacement within a reasonable time and without significant inconvenience to you. If you request a replacement during the 30 calendar day rejection period, that period will be suspended while we provide the replacement and will resume on the day that you receive the replacement Gifts. If less than 7 calendar days remain out of the original period, it will be extended to 7 calendar days.

9. Cancellation

- 9.1. If you are a consumer as defined by the Consumer Rights Act 2015, you have a legal right to a "cooling-off" period within which you can cancel the Contract for any reason, including if you have changed your mind, and receive a refund.
- 9.2. This period begins once your order has been processed (i.e. when the Contract between you and us is formed) and ends when you access (e.g. download or stream) the Membership Benefits, or 14 calendar days after the date of our order confirmation, whichever occurs first.
- 9.3. After the cooling-off period, you may cancel your subscription at any time, however we cannot offer any refunds and you will continue to have access to the Membership Benefits for the remainder of your current subscription (up until the renewal or expiry date, as applicable), when the Contract will end.
- 9.4. If you purchase a subscription by mistake (or allow your subscription to renew by mistake), please inform us within 48 hours and do not attempt to access any Membership Benefits. Provided you have not accessed any Membership Benefits since the start date (or renewal date, as appropriate) of the subscription, we will be able to cancel the subscription and issue a full refund. If you have accessed any Membership Benefits once the subscription has started, we will not be able to offer any refund and you will continue to have access to the Membership Benefits for the remainder of the subscription (up until the renewal or expiry date, as applicable).
- 9.5. If you wish to exercise your right to cancel under this clause 9, you may inform us of your cancellation in any way you wish, however for your convenience, we offer a cancellation form on our Website and will include a link to it with the order confirmation. Cancellation by email or by post is effective from the date on which you send us your message. We recommend checking that your payment has been cancelled with the relevant payment gateway provider, as detailed in clause 6.3.
- 9.6. Any refunds due will be issued to you as soon as possible, and in any event within 14 calendar days of the day on which you inform us that you wish to cancel, using the same method you used to place the order, unless you expressly request we refund using a different method.

10. Your Other Rights and Our Rights to End the Contract

- 10.1. If we have suspended availability of the Membership Benefits for more than 14 days, or we have informed you that we are going to suspend availability for more than 14 days, you may end the Contract immediately. If you end the Contract for this reason, we will issue you with a proportional refund.
- 10.2. You also have a legal right to end the Contract at any time if we are in breach of it. You may also be entitled to a full or partial refund and compensation.
- 10.3. If you wish to exercise your right to cancel under this clause 10, please contact us in accordance with clause 9.5. Refunds will be made in accordance with clause 9.6.
- 10.4. We reserve the right to terminate your Account and/or your subscription at any time. If we do so, we will notify you by email and provide you with an explanation for the termination. If we terminate as a result of your breach of these Terms and Conditions, you will not be entitled to any refund. Such terminations can be appealed by contacting us in writing. If we terminate your Account or subscription for any other reason, we will refund your subscription on a proportional basis. Access to any Membership Benefits will cease immediately from the date of termination.

11. Intellectual Property Rights

- 11.1. All content on the Website including, but not limited to, text, graphics, logos, icons, sound and video clips, data, page layout, underlying code and software is our property or that of our contributors. By using the Website you acknowledge that such content is protected by applicable intellectual property laws.
- 11.2. When you purchase a subscription to access Membership Benefits, we will grant you a limited, non-exclusive, non-transferable, non-sub-licensable licence to access and use the relevant Membership Benefits for personal, non-commercial purposes. The licence granted to you does not give you any other rights in our Membership Benefits (including material that we licence from third parties).
- 11.3. You may not copy, rent, sell, publish, republish, share, broadcast or otherwise transmit the Membership Benefits (or any part of it) or make it available to the public except as permitted under the Copyright Designs and Patents Act 1988 and any amendments to it.

12. Liability

- 12.1. Nothing in these Terms and Conditions seeks to limit or exclude our liability for death or personal injury caused by our negligence (including that of our employees, agents or sub-contractors); or for fraud or fraudulent misrepresentation.
- 12.2. Subject to clause 12.1, we will be responsible for any foreseeable loss or damage that you may suffer as a result of our breach of these Terms and Conditions or as a result of our negligence. Loss or damage is foreseeable if it is an obvious consequence of our breach or negligence or if it is

contemplated by you and us when the Contract is created. We will not be responsible for any loss or damage that is not foreseeable.

- 12.3. We only supply our Services for non-commercial use only. We make no warranty or representation that the Services are fit for commercial, business or industrial use of any kind. We will not be liable to you for any loss of profit, loss of business, interruption to business or for any loss of business opportunity.
- 12.4. We may provide you with information and advice in connection with the Services. However, we cannot be held responsible for any actions, or lack of actions, you may take as a result of our advice. We recommend seeking professional help and advice where necessary.
- 12.5. We may recommend affiliates and other service providers to you. However, we do not endorse such affiliates and the ultimate decision regarding their suitability rests with you. If you decide to work with our affiliates, a separate contractual relationship will be formed between you and the affiliate and we cannot be held responsible for their actions or lack of actions.
- 12.6. Nothing in these Terms and Conditions seeks to exclude or limit your legal rights as a consumer, or any other matter for which it would be illegal for us to exclude, or attempt to exclude, our liability. For more details of your legal rights, please refer to your local Citizens' Advice Bureau or Trading Standards Office.

13. Communications

- 13.1. Applicable laws require that some of the information or communications we send to you should be in writing. When using our Website, you accept that communication with us will be mainly electronic. We will contact you by email or provide you with information by posting notices on our Website. For contractual purposes, you agree to this electronic means of communication and you acknowledge that all contracts, notices, information and other communications that we provide to you electronically comply with any legal requirements that such communication be in writing. This does not affect your statutory rights.
- 13.2. Notices will be deemed to have been duly received and properly served immediately when posted on our Website, 24 hours after an email is sent, or three working days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that the letter was properly addressed to the address provided, stamped and placed in the post and in the case of an email, that the email was sent to the specified email address of the addressee.

14. Privacy and Data Protection

- 14.1. All personal information that we may use will be collected, processed, and held in accordance with the provisions of the Data Protection Act 2018, the UKGDPR and your rights under such.
- 14.2. For complete details of our collection, processing, storage, and retention of personal data including, but not limited to, the purpose(s) for which personal data is used, the legal basis or bases for using it, details of your rights and how to exercise them, and personal data sharing (where applicable), please refer to the Privacy Policy available on our Website.

15. Events Outside Our Control (Force Majeure)

We will not be liable or responsible for any failure or delay in performing any of our obligations under the Contract if that failure or delay is caused by any event beyond our reasonable control. This includes, but is not limited to: power failure, internet service provider failure, industrial action, fire, flood, storms, earthquakes, acts of terrorism or war, governmental action or any other event beyond our reasonable control.

16. Other Important Terms

- 16.1. We may transfer (assign) our obligations and rights under these Terms and Conditions (and under the Contract, as applicable) to a third party (if, for example, we sell our business). If this occurs, we will inform you in writing. Your rights under these Terms and Conditions will not be affected and our obligations under these Terms and Conditions will be transferred to the third party who will remain bound by them.
- 16.2. You may not transfer (assign) your obligations and rights under these Terms and Conditions (and under the Contract, as applicable) without our express written permission.
- 16.3. The Contract is between you and us. It is not intended to benefit any other person or third party in any way and no such person or party will be entitled to enforce any provision of these Terms and Conditions.
- 16.4. If any of the provisions of these Terms and Conditions are found to be unlawful, invalid or otherwise unenforceable by any court or other authority, that/those provision(s) will be deemed severed from the remainder of these Terms and Conditions. The remainder of these Terms and Conditions will be valid and enforceable.
- 16.5. No failure or delay by us in exercising any of our rights under these Terms and Conditions means that we have waived that right, and no waiver by us of a breach of any provision of these Terms and Conditions means that we will waive any subsequent breach of the same or any other provision.
- 16.6. We may revise these Terms and Conditions from time to time. If we change these Terms and Conditions as they relate to the Contract between you

and us, we will give you advance notice of the changes and provide details of how you may cancel if you are not happy with them.

17. Law and Jurisdiction

- 17.1. These Terms and Conditions and the relationship between you and us will be governed by and construed in accordance with the laws of England and Wales.
- 17.2. If you are a consumer, you will benefit from any mandatory provisions of the law in your country of residence. Nothing in clause 17.1 above takes away or reduces your rights as a consumer to rely on those provisions.
- 17.3. If you are a consumer, any dispute, controversy, proceedings or claim between you and us relating to these Terms and Conditions, or the relationship between you and us (whether contractual or otherwise) will be subject to the jurisdiction of the courts of England, Wales, Scotland, or Northern Ireland, as determined by your residency.