

## **Membership Terms and Conditions**

Thank you for joining The Water of Leith Conservation Trust (WOLCT). The following are our terms and conditions of membership and you should read them carefully as they set out your rights and obligations as a member of WOLCT (a "Member" or "you" in what follows). These terms and conditions are based on our 'Articles of Association'

### **1. Your details**

1.1 All applications for membership shall be treated as if the terms of the Consumer Protection (Distance Selling) Regulations 2000 and EC Directive 97/7/EC applied for the purposes of cancellation. Accordingly any cancellations in respect of these must be made within seven working days of the application being made. Cancellation must be sent by email to [admin@waterofleith.org.uk](mailto:admin@waterofleith.org.uk) or by post to Water of Leith Conservation Trust, 24 Lanark Road, Edinburgh, EH14 1TQ

1.2 You are responsible for informing us of changes to your personal details.

1.3 All Members agree that email addresses and other personal details provided to WOLCT may be used for administrative purposes and to fulfil your WOLCT membership. This will include the seasonal WOLCT Newsletter and regular e-updates.

1.4 You can opt-out of these membership communications at any time, although they form part of your Membership benefits.

1.5 If you wish to change how we contact you then please inform us by email to [admin@waterofleith.org.uk](mailto:admin@waterofleith.org.uk) or by post to Water of Leith Conservation Trust, 24 Lanark Road, Edinburgh, EH14 1TQ. You can also unsubscribe from emails via the unsubscribe link at the bottom of the email. Or log into your membership account on the website and update there

1.6 If your membership lapses, we will contact you after a short time to ask whether you would like to rejoin our membership or hear from us about other ways that you can support our work.

1.7 We use the personal information that you provide us to deliver our Membership services. We take your privacy seriously and promise to never sell your data. You can find out more about your rights, how we use your personal information and how we keep your details safe and secure by reading our Privacy Policy [LINK](#)

### **2. Subscription fees and payment**

2.1 All Members shall pay an annual membership fee as set out below and remain fixed until a change is agreed by the board of Trustees:

- For individual members £36 per year or £3 per month
- For joint, family or group membership £42 per year or £3.50 per month
- For Concessions (OAP, Student, Unemployed) £24 per year or £2 per month

2.2 The first year of membership shall operate for 12 months from the date we receive payment of your annual membership fee. For monthly payments, this means your annual membership shall operate from the date that your payment is successfully collected. In the event that we are not able to collect payment on the date specified as your preferred collection date, annual membership will begin on the first date thereafter that payment is successfully collected.

2.3 For members who are renewing their annual membership, membership shall operate for 12 months from the date immediately following the end of your previous membership provided we have received payment of your annual membership fee. In the event we have not received payment of your renewal fee on or before the end date of your previous membership, your renewed membership will be deemed to begin on the date that payment is successfully collected. For monthly payments, this means your annual membership will renew on the date that payment is successfully collected. In the event that we are not able to collect payment on the date specified as your preferred collection date, your annual membership will renew on the first date thereafter that payment is successfully collected.

2.4 WOLCT reserves the right to withhold membership rights at our absolute discretion for any period where your annual membership has not been successfully collected. For members who are renewing their annual membership, this may mean that membership rights and benefits are withheld while payment of your renewal fee remains outstanding.

2.5 Payment by cash, cheque, and credit/debit card: Before each membership period comes to an end, a renewal notice will be issued, and the membership will be discontinued unless a further membership payment is received from you with a wish to continue your membership.

2.6 Members agree to settle all legitimate invoices by WOLCT within 28 days of receipt.

2.7 Membership may be terminated at the discretion of WOLCT if a Member is considered to be in breach of these terms and conditions, or such removal is sanctioned by a resolution of WOLCT Board of Trustees, provided that in such circumstances, the Member has had a reasonable opportunity to explain to the WOLCT Board of Trustees why he or she should not be removed.

2.8 Subject to any statutory right to cancel, all membership fees are non-refundable once payment has been received.

2.9 In accordance with The Articles of Association, the Trustees have the powers to increase or vary the membership fees from time to time

### 3. Membership package

3.1 As a Member of WOLCT you are entitled to:

- Membership identifying number or membership card
- Seasonal membership newsletter and regular e-updates
- Voting rights at the AGM
- Invitation to talks and walks

However, WOLCT reserves the right to vary, amend or withdraw these rights at our discretion.

3.2 Each Member is entitled to one vote.

3.3 To become a member, you must be a minimum age of 16 years old at time of application.

### 4 Liability

4.1 In no event shall WOLCT be liable to Members or to any other third party for any lost 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 WOLCT. Liability under all circumstances shall be limited to the annual membership fee paid for by the individual concerned.

## 5. General

5.1 The rights of a Member are personal and cannot be transferred or assigned.

5.2 Membership rights shall cease on a Member's death, or an individual ceasing to be a Member.

5.3 These terms and conditions shall be governed by and interpreted in accordance with Scottish Law and any dispute shall be subject to the exclusive jurisdiction of the Scottish Courts.

5.4 All members are bound by the Memorandum and Articles of Association of WOLCT. A copy of these is available from OSCR and on our website. In the event of any conflict between these terms and conditions and the Memorandum and Articles of Association, these terms and conditions shall take precedence.

Version 2

Approved at a meeting of WOLCT Trustees on 15<sup>th</sup> January 2025

To be reviewed by January 2028