

# Leading Lights Membership Terms & Conditions

## Introduction

The following are terms & conditions of The Air Ambulance Service (**TAAS**) in respect of the Leading Lights Membership scheme (the **Terms**). Solely natural persons may register as a Member; registration is not open to legal bodies or other entities. These Terms should also be read in conjunction with the TAAS' privacy policy, which can be viewed online at <https://theairambulanceservice.org.uk/privacy/> (the **Privacy Policy**). When you become a Member you are entering into a contract with TAAS, which is governed by these Terms. TAAS is a limited company by guarantee with registered company number 4845905 and registered charity number 109887 whose registered office address is Blue Skies House, Butlers Leap, Rugby, Warwickshire, England, CV21 3RQ.

## 1 Definitions

In these Terms, the following words have the following meanings:

**Annual Membership** has the meaning given in Clause 4.1 of these Terms.

**Member** means you and/or any other members of the Membership. Members and their guests must be aged 18 or above.

**Leading Lights** means a series of events organised by TAAS where recognisable talents come together to share their success stories with the ethos of aspiration, motivation, enjoyment and a willingness to do good work.

**Leading Lights Events** has the meaning given in Clause 3.1 of these Terms.

**Membership** means the scheme made up of the Membership Benefits.

**Membership Benefits** has the meaning given in Clause 3 of these Terms.

**Membership Fee** means the money paid or payable to TAAS to become a Member as specified in Clause 4 of these Terms.

**Membership Period** means:

- (a) For Annual Membership:
  - (i) the full twelve month period beginning on January 1 and ending on December 31 (both days inclusive), if you join and TAAS receives your Membership Fee on or before January 1; or
  - (ii) the period from the date on which TAAS receives your Membership Fee until 31 December of the same calendar year, if you join after January 1 of the calendar year.
- (b) for Monthly Membership the period beginning from the date on which TAAS received your first monthly Membership Fee until December 31 of the same calendar year (both days inclusive) provided the Membership Fee has been paid in accordance with Clause 4.1 of these Terms, in both cases unless Membership is cancelled or terminated in accordance with these Terms. For the avoidance of doubt, each annual membership renewal is the commencement of a new Membership Period.

**Members' Page** means an online page to which Members have access the latest information on TAAS and the events are available. You can access the Members' Page at <https://theairambulanceservice.org.uk/childrens-air-ambulance/leading-lights-membership/>.

**Monthly Membership** has the meaning given in Clause 4.1 of these Terms.

## **2 The basis of the Terms**

- 2.1 When you ask us to become a Member and TAAS, in its sole discretion, agree a Membership is created. The contract comes into existence when TAAS receive a completed Direct Debit form from you, which is available at <https://theairambulanceservice.org.uk/childrens-air-ambulance/leading-lights-membership/>. TAAS reserves the right to refuse a membership application from any applicant for any reason.
- 2.2 TAAS may vary these Terms as required by legislation and to meet the needs of TAAS. Legislation demands are mandatory on TAAS and such variations will be deemed to take effect as specified in the notice (we will notify you of the variations). We will notify you of any variations required to meet the needs of TAAS and you may then contact us to cancel your Membership before the changes take effect in accordance with Clause 6 (**Cancellation of the Membership**).
- 2.3 If you purchase a Membership as a gift, the contract is with you and the applicable Membership Benefits will be provided in accordance with these Terms to the Member. You are responsible for making these Terms available to the relevant recipient.

## **3 Membership and Membership Benefits**

- 3.1 Members are entitled to the following benefits during each Membership Period (the **Membership Benefits**):
- (a) Priority booking and attendance for the Member and one (1) guest at three (3) Leading Lights dinners and the Children's Air Ambulance annual garden party (the **Leading Lights Events**);
  - (b) Priority booking for other events organised by TAAS and/or their partners, some of which may incur an additional charge; and
  - (c) The TAAS quarterly newsletter;
- 3.2 Members must hold valid Membership at the date of each Leading Lights Event in order to be entitled to attend the relevant Leading Lights Event. It is the Member's responsibility to ensure their Membership is valid for the duration of the Membership Period. If Membership lapses between booking tickets and attendance at a Leading Light Event, TAAS reserves the right to cancel the Members' pre-booked tickets to Leading Lights Events and to reallocate them to other Members or members of the public.
- 3.3 Leading Lights Events are held throughout the calendar year. Members joining after 1 January in any calendar year should be aware that some Leading Lights Events may have already been held at the date of joining. Membership Fees are not reduced or pro-rated throughout the year. For details of Leading Lights Events remaining in any given calendar year, please contact TAAS at the address given in Clause 10 of these Terms prior to joining.
- 3.4 The minimum Monthly Membership Period is 1 (one) month.

- 3.5 Any changes or updates to the Membership Benefits will be provided to the Members via email. Members may also opt-in to receive other information that TAAS believes may be of interest to its Members as part of their Membership. These email updates may include, from time to time, at TAAS' discretion, invitations to both fundraising and other events, details of TAAS' general activities, information regarding other opportunities to support TAAS and information relating to offers, products or services available from TAAS' sponsors, partners and other commercial or charitable entities.

#### **4 Membership Fees and Payment**

- 4.1 The Membership Fees are to be paid either monthly in advance for 12 months of the calendar year (the **Monthly Membership**) or in one lump sum at the start of the calendar year (the **Annual Membership**). The Membership Fees are set out below:

- (a) £55.00 + VAT per month for the Monthly Membership; or
- (b) £660.00 + VAT per year for the Annual Membership.

If you would like to pay an annual fee instead of monthly instalments, please contact a member of the events team at [events@childrensairambulance.org.uk](mailto:events@childrensairambulance.org.uk) or 0300 3045 999.

- 4.2 Membership Fees are paid by Direct Debit. Please complete a Direct Debit form which is available at <https://theairambulanceservice.org.uk/childrens-air-ambulance/leading-lights-membership/> and return it to a member of the events team at [events@childrensairambulance.org.uk](mailto:events@childrensairambulance.org.uk).
- 4.3 Members have a right to cancel and receive a full refund within 14 days of entering into these Terms if they have changed their mind about their Membership (**Cooling-Off Period**). Any Members' Benefits used within that time must be repaid.
- 4.4 Should Members wish to cancel their Memberships after the Cooling-Off Period, they must give 1 (one) month's notice in writing to [events@childrensairambulance.org.uk](mailto:events@childrensairambulance.org.uk). Subject to Clause 4.3, the Membership Fee cannot be refunded once paid. Members are not entitled to a partial refund if Membership is cancelled part-way through the Membership Period.
- 4.5 If a Membership Fee is outstanding, TAAS will contact the Member and/or the payee to collect the outstanding fees. If a Membership is not paid for more than 1 (one) month with no explanation or contact, the Member will lose their Membership and TAAS may follow up with you for the outstanding Membership Fee.
- 4.6 The Membership Fees may be increased from time to time and the Members will be notified of any increases at least 1 (one) month in advance by email and via the Members' Page. We will make it clear when the price increase will take effect and how much the Membership Fee will be after the increase in the notice. During this period, you may indicate that you do not agree to the price increase by terminating your Membership in accordance with these Terms. If you do not terminate the Membership by the date given to you in the notice, then the Membership Fee will be increased in accordance with our notice.
- 4.7 All Memberships, both Annual and Monthly Membership, are automatically renewed at the start of the calendar year. Members will be notified of renewal dates via email and the Members' Page. If the Membership is not terminated within 1 (one) month of the notice, Membership will be automatically renewed.

4.8 Members must keep TAAS informed of their up-to-date contact details.

## **5 Events**

5.1 TAAS reserves the right to make changes to the advertised event without prior notice. However, TAAS will take reasonable endeavours to notify Members of any changes via email and the Members' Page once such changes are confirmed.

5.2 If TAAS has to cancel an event, Members will be notified as soon as reasonably practicable and will reschedule a replacement event of the same or similar nature at a later date.

5.3 Some Leading Lights Events may not be available to all Members (for example, some Leading Lights dinners are women only events). Children aged under 18 are allowed to attend the Children's Air Ambulance annual garden party. In the event a Leading Lights Event is not open to the Member, the Members ticket(s) may be assigned to another guest in accordance with Clause 5.12 of these Terms.

5.4 TAAS reserves the right to restrict the number of tickets available for any events and determine event capacities. Tickets are sold on a first come, first served basis. We encourage Members to book their places swiftly for the events, as places may be limited.

5.5 It is the responsibility of the Members to exercise their priority rights to book the tickets for the Leading Lights Events before tickets become available for sale to the general public. The general sale will start 6 (six) weeks before the date of the relevant event. If a Member does not reserve tickets during the priority window, TAAS cannot guarantee availability.

5.6 During the Members' priority booking period, the Members are entitled to purchase tickets for other guests at the full price up to 2 (two) tickets per each Member.

5.7 The exact dates, venues and details of the Leading Lights Events will be published on the Members' Page and sent to each Member via email, once available. Bookings will be confirmed on the Members' Page and by email.

5.8 If an event is sold out, Members can be added to a waiting list by contacting a member of the events team using the contact details available in Clause 10 of these Terms. Please do not attempt to attend a sold-out event without a booking.

5.9 Additional terms and conditions may apply to each Leading Lights Event and any other events organised by TAAS and/or its partners. Members and their guests are subject to, and must comply with any such terms and conditions.

5.10 TAAS reserves the right to refuse admission if a Member or their guest(s) are affecting the enjoyment of others or the running of the event.

5.11 Tickets may not be resold or offered for resale by anyone without the permission of TAAS and may not be resold at a price exceeding their face value at any time.

5.12 If a Member or their guest cannot attend an event, tickets may be assigned to non-Members at the sole discretion of TAAS, provided you have given the names and contact details of the non-Members to whom you assign your tickets in writing to TAAS at [events@childrensairambulance.org.uk](mailto:events@childrensairambulance.org.uk). Non-Members to whom tickets are assigned are subject to the terms and conditions of the event. If Members wish to cancel or assign tickets for the Leading Lights Events, Members must notify TAAS with at least 2 (two) weeks' notice of the date of the event. Unused Tickets are not refundable, however, at the sole discretion of

TAAS, Members might be able to attend other events organised by TAAS. Members may cancel tickets by phone or by email at the contact details available in Clause 10 of these Terms.

- 5.13 TAAS, as an organisation, is not responsible for the views or opinions expressed by individual speakers.
- 5.14 TAAS is not liable for Members' inability to attend Leading Lights Events due to unforeseen circumstances such as travel and weather disruption or personal reasons.
- 5.15 TAAS aims to be fully accessible to all. If you have any specific individual needs or requirements, please contact TAAS in advance of attending using the contact details available in Clause 10 of these Terms.

## **6 Cancellation of the Membership**

- 6.1 If you need to cancel the Membership, a cancellation period of 30 days is required; for which payment for this period still remains payable, regardless of your attendance. This is subject to your right under Clause 4.3 to receive a full refund during the Cooling-Off Period.
- 6.2 Membership Fees are generally not refundable. This is subject to your right under Clause 4.3 to receive a full refund during the Cooling-Off Period
- 6.3 Membership cancellations cannot be submitted in the same month as joining, other than during the Cooling-Off Period.
- 6.4 Verbal instructions to amend or cancel a Membership cannot be accepted; all requests must be in writing.

## **7 Termination and Renewal**

- 7.1 A breach of TAAS' Terms or any misconduct not specifically mentioned herein may result in temporary suspension or termination of the Membership.
- 7.2 Upon notification of the death of a Member, we will terminate the Membership unless the membership is an Annual Membership and TAAS is instructed to transfer the Membership Benefits to a named individual for the remainder of the Membership Period. Such transfers will be at the discretion of TAAS.
- 7.3 If payment of any Membership Fee has not been received by TAAS within 30 days of the date of renewal for the Monthly Membership or within 60 days of the date of renewal for the Annual Membership, the Membership will be terminated.

## **8 Data protection and use of personal data**

- 8.1 TAAS takes responsibility for personal data seriously and only process data needed for the purposes of providing our services.
- 8.2 TAAS will collect, store and handle the personal data Members provide to in accordance with the Privacy Policy. Specifically, TAAS will collect, store and handle personal data about Members to provide you with, and administer, your Membership (including processing your Membership Benefits). TAAS may disclose personal information for the reasons set out in the Privacy Policy, including to the suppliers whom we engage to help supply you with your

Membership Benefits (including Leading Lights Events). Some of these suppliers may be based outside of the United Kingdom. The Privacy Policy contains more information, including how you may exercise your rights to access and correct your personal data and stop or limit, restrict or object to TAAS' handling of your personal data.

- 8.3 TAAS will review and update all data on a regular basis. It is the responsibility of the Members giving their personal data to ensure that this is accurate, and each individual should notify TAAS if a change in circumstances mean that the data needs to be updated. It is the responsibility of TAAS to ensure that any notification regarding the change is noted and acted on.

## **9 Liability**

- 9.1 If TAAS fails to comply with these Terms, TAAS is responsible for loss or damage you suffer that is a foreseeable result of TAAS breaking this contract or failing to use reasonable care and skill to provide the services. TAAS does not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by TAAS' negligence or the negligence of our employees, partners or agents or for fraud or fraudulent misrepresentation or for breach of your legal rights in relation to the services TAAS provides.

- 9.2 To the extent permitted under law, neither TAAS nor its partners accept liability for any damage or loss to a Member's or guest's personal property brought into the event venues. Neither TAAS, the partners of TAAS nor their agents shall be liable for personal injury sustained by Members or their guests during events, except in so far as it can be proven that this relates to the wilful act, negligence or default of TAAS or the partners of TAAS or any agents, or otherwise as permitted under law. Members or guests who suffer an accident or injury at the event venues must report the accident or injury and the circumstances in which it occurred to the event team of TAAS immediately following the accident or injury.

## **10 Contact details**

Should you require further information about the Membership or any assistance, you should contact TAAS on 0300 3045 999 or at [events@childrensairambulance.org.uk](mailto:events@childrensairambulance.org.uk).

## **11 Waiver**

No failure or delay by a party to exercise any right or remedy provided under these Terms or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

## **12 Severance**

If any provision or part-provision of these Terms is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of these Terms.

## **13 Jurisdiction**

Each party irrevocably agrees that the laws of England and Wales shall apply to these Terms and that the courts of England and Wales shall have exclusive jurisdiction to settle any

dispute or claim (including non-contractual disputes or claims) arising out of, or in connection with, these Terms or its subject matter or formation.