

Irish Museums Association Membership - Terms and Conditions

These are the terms and conditions under which the Irish Museums Association Company Limited by Guarantee operates and sells membership of the Irish Museums Association.

Please read these terms and conditions carefully before you apply for membership.

For further information or enquiries, contact office@irishmuseums.org

1. These terms

1.1. These terms and conditions (Terms) apply to any purchase of Irish Museums Association membership.

1.2. We reserve the right, without liability to you, to rescind your membership if you, in our judgement, breach any of these terms.

2. Information about us

By purchasing membership, you are entering into an agreement with the Board of Directors of the Irish Museums Association Company Limited by Guarantee, with office registered in 11 Parnell Square East, D01 ND20.

3. Membership Criteria

The Terms and Conditions for membership criteria will apply to all new members after 01 January 2020.

3.1. Individual IMA membership is open to:

3.1.1. Current museum or similar collection-based institution staff (paid or unpaid) or trustees

3.1.2. Independent professional or ally staff (staff of college/university, museum service organization, professional training program or other non-profit)

3.1.3. Previous paid or unpaid employment in museums, galleries, libraries or archives for a period not under nine months in the ten years prior to date of application.

3.1.4. Have held paid or unpaid employment in museums, galleries, libraries or archives for an uninterrupted period of more than five years.

3.1.5. Undergoing or recently completed studies in museum-related disciplines.

3.1.6. Museum-related for-profit staff

3.1.7. Have a professional interest in museums and are nominated by two active IMA members.

3.2. Institutional IMA membership is open to non-profit collection-based institutions and sector-related organisations

3.2. IMA associate membership is open to commercial, for-profit businesses and services to the museum and related sectors.

4. Membership benefits

4.1. IMA members will receive a range of benefits depending on the category of membership applied for. A complete list of membership benefits is available to view on the IMA website.

4.2. We reserve the right to change the benefits that apply to IMA memberships at any time and without prior notice. Where possible, changes to benefits will be published with adequate lead-in time on the IMA's website.

4.3. We may maintain, cancel or introduce different categories of membership from time to time. It is your responsibility to ensure that you have the most appropriate category of membership to suit your personal circumstances at any time. IMA is not responsible in the event that a more appropriate category of Membership may have been available at any time.

4.4. Membership benefits are only redeemable if membership is currently active and are non-transferrable.

4.5. Concession members may be requested to produce proof of status when applying for membership.

4.6. Members are required to provide a valid email address to ensure they are able to receive all membership benefits and communications.

4.7. Members are requested to provide an optional postal address for occasional postal communications.

4.7. Members wishing to purchase tickets for members-only or discounted IMA events must ensure they tick the members fee on booking. The IMA is not responsible for applying the members discount unless requested to do so at the moment of booking.

4.10. There is a €5 charge, per card, for the re-issue of lost or replacement membership cards.

4.11. Your attendance at any of the IMA events is at all times subject to any notice to visitors posted on the premises, and both the IMA and venue's standard admissions guidelines as may be amended from time to time. In addition, you will be responsible for your guest's compliance with any reasonable instructions given by our staff or any third party instructed on our behalf during any event.

5. Your details

5.1. During your time as a member we will collect information about you to help administer your membership, personalise your experience of membership and develop our membership offer.

This data will be securely held for 7 years after your data becomes inactive (for the primary purpose of financial auditing). We collect information about you in a variety of ways including, but not limited to:

- 5.1.1 When you join as a member;
- 5.1.2 When you make bookings for IMA events;
- 5.1.3 When you make a purchase from the IMA;
- 5.1.4 When you respond to IMA emails.

5.2. The IMA will process personal data in accordance with the General Data Protection Regulation and other related legislation.

We will process such personal data:

- 5.2.1 As set out in our Privacy Policy, available [here](#) as may be amended from time to time;
- 5.2.2 As set out in these Terms, and in order to perform our obligations under any contract between you and us, and where reasonably necessary for IMA's purposes; and
- 5.2.3 In order to comply with any court order, request from or referral to an appropriate authority, or legal, regulatory or good practice requirement.

5.3. We may use your details to contact you in relation to service information, including, but not limited to, expiry and/or renewal reminders.

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

5.5. If you have any enquiries about your data or wish to stop receiving communications from IMA (although they form part of your membership benefits) please email office@irishmuseums.org

5.6. The board of directors of the Irish Museums Association hold collective responsibility as Data Controller.

6. Subscription fees and payments

6.1. All members will pay an annual membership fee. IMA reserves the right in its absolute discretion to change the membership fee each year. You will be informed of any change to subscription rates with your renewal letter/email.

6.2. Your membership is active from the day that your membership fee is received by IMA in cleared funds and will usually be valid for 12 months unless otherwise stated. If you do not renew your membership it will expire automatically at the end of the membership period unless it is renewed in accordance with clause 6.4 below.

6.3. Upon expiry of your membership you will no longer be a member and you will no longer be entitled to receive any membership benefits.

6.4. When each membership period comes to an end, IMA will send you a renewal reminder, and your membership will be cancelled unless and until a further membership fee payment is received from you.

6.5. Institutional members can avail of standard credit terms on receipt of invoice.

6.6. The credit/debit card information you provide us for a membership transaction is used solely for the purpose of processing that membership transaction and not kept on file.

6.7. We cannot accept payment details via email and will decline any payment by this means in line with the security rules of the Payment Card Industry (PCI).

6.8. If you are not using your own credit/debit card to pay for the membership subscription, you must ask permission of the credit/debit card holder before entering payment details. When you subscribe to membership of IMA either online or verbally, you are confirming that you have obtained the express prior permission of the credit/debit card holder.

7. Renewals

7.1. You will be contacted approximately 10 days before your membership is due for renewal, detailing the expiry date of your membership and any further action you may need to take in order to continue your subscription.

7.2. Membership can be renewed online via the website membership page, over the phone, or by email. See clauses 6.7 relating to payments.

7.3. You can choose whether to upgrade or downgrade your membership level at the point of renewal. Changes in benefits will be valid from the start date of the renewed membership.

8. Cancellations

8.1. As a consumer, when you purchase membership you have a legal right 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 use the membership.

8.2. Your legal right to cancel the contract starts from the date on which we confirm that your application for membership has been accepted, which is when the contract between us is formed. Your deadline for cancelling the contract is 14 days after the day on which this contract was formed.

8.3. To cancel a contract for Membership, you must contact us via email at office@irishmuseums.org

8.4. To meet the cancellation deadline, it is enough for you to send your communication concerning the exercise of the right to cancel before the cancellation period has expired. We will email you to confirm we have received your cancellation.

8.5. Please note: if you cancel the contract in accordance with clause 8.2 we are permitted by law to charge you for 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 and so we shall be entitled to charge you the full ticket price for any events attended during this time.

8.6. If we have already received payment at the point we are notified of your cancellation we will refund you the price you paid for membership, less any deductions made in accordance with clause 8.5. We will make any refund due as soon as possible.

8.7. If we have not received payment at the point we are notified of your cancellation, we shall invoice you for any money owed in accordance with clause 8.5.

8.8. If a member chooses to cancel their membership part-way through a year, no part-refund is available.

8.9. Membership benefits shall cease on a member's death or an individual ceasing to be a member.

9. Revocation of Membership

9.1. IMA reserve the right in its sole discretion to terminate your membership if in its reasonable opinion you behave in a way which is considered to be harassing, causing distress or inconvenience to other members, any member of IMA staff or any directors, persons acting on behalf of the IMA, patrons, donors or other supporters of IMA or you breach any of these Terms.

9.2. IMA reserve the right to revoke your membership at any time, without financial compensation, if you commit any breach of these terms.

9.3. All membership cards remain the property of the IMA and shall be revoked without compensation in the following circumstances:

9.3.1 If the membership card is sold, loaned or given away without our prior written consent;

9.3.2 If any attempt is made to sell, loan or give away a membership card without our prior written consent; or

9.3.3 The membership card has been purchased through illegal methods (including, but not limited to, the use of fraudulent debit/credit cards).

10. Changes to membership category

Members can request change to category in writing to the IMA office. The IMA retains the right to refuse category change until the next renewal date.

11. Publications and other materials

Unless stated otherwise, copyright and all other rights in all publications and materials supplied to you by IMA is owned by IMA. Members may not reproduce, transmit, distribute, sell or commercially exploit these materials without the prior consent of IMA or to the extent expressly permitted by law.

12. General

13.1. We reserve the right to change these terms at any time.

13.2. Carers of members shall be admitted free of charge to events. Proof of entitlement to concessions may be requested upon entry.

13. Our responsibility for loss or damage suffered by you

13.1. We are responsible for loss or damage you suffer that is a foreseeable result of our failure to (i) comply with these Terms or (ii) use reasonable care and skill. This includes liability for: death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; fraud or fraudulent misrepresentation; and breach of your legal rights in relation to your Membership.

13.2. We are not liable for business losses. We only supply membership for private use. If you use your membership for any commercial, business or re-sale purpose we will not be liable to you for any loss of business, loss of revenue, loss of profits or loss of business opportunity.

14. Other important terms

14.1. Nobody else other than the applicant and the IMA are party to the agreement that is entered into upon these terms and accordingly no other person shall have rights to enforce any of these terms.

14.2. Each paragraph of these terms operates separately. If any court or relevant authority decides that any of these terms are unlawful, the remaining paragraphs will remain in full force and effect to the extent applicable (and construed accordingly).

Approved by the Governance committee:

Approved by the Board of Directors: