Collective Patrons - terms and conditions

These terms and conditions relate to any Collective Patron membership purchased or renewed after January 2025.

1. Definitions

Patron membership means any of Collective's philanthropic membership packages, including the Sun Moon Star Club.

Collective refers to Artists Collective Gallery Ltd, a charity registered with the Office of the Scottish Charity Regulator, SC009405.

Terms means Collective Patron Membership Terms and Conditions set out in this document.

2. Benefits

- 2.1 As a Patron you are entitled to the benefits listed on the relevant Patron page of Collective's website, subject to availability of the benefits and these Terms.
- 2.2 Collective reserves the right to make changes to these Terms including to the Patron benefits. We may make minor changes to reflect any changes in relevant laws or to implement adjustments that will have no significant effect on your Patron benefits.

For more significant changes we will notify you in advance and you may then contact us to cancel the membership before the changes take effect.

If you choose to cancel the membership you will receive a refund for any benefits not received on a pro-rata basis. The donation portion of your membership will not be refunded.

- 2.3 Collective reserves the right to change Patron fee amounts although any such change to fees will not come into effect until the expiry of your current subscription term.
- 2.4 Patron membership does not guarantee access to events at Collective, and ticket limits may apply.
- 2.5 As a Patron, you will receive emails from Collective about upcoming exhibitions, talks and events and supporting Collective. You may also receive brochures and selected communications by post. View details of our <u>privacy policy</u>. Change your contact preferences any time by contacting Collective at <u>mail@collective-edinburgh.art</u>

2.6 Patron benefits are for the personal use of the Patron only. Benefits, including events and invitations, are not transferable.

If the information available to us suggests that you have used your Patron benefits for commercial gain (e.g. reselling tickets) we may, at Collective's discretion, cancel your Patron membership without notice or refund.

3. Patron Terms

- 3.1 Patron membership of Collective is an annual patron membership and payment in full covers a period of 12 months from the month of purchase. Payment may be made in 12 equal monthly instalments, with benefits available following the first payment. If a monthly payment is cancelled or missed, access to Patron benefits will not be available until payment has been received.
- 3.2 You can renew or upgrade your Patron membership and update your details at any time by contacting Collective.
- 3.4 Memberships are non-transferable.
- 3.5 Payment will be taken via a third-party payment platform (Stripe) and Collective will not hold or have access to credit card or banking information.
- 3.6 We will hold a record of the payment within Xero, our accounting software.

4. Gift Aid

- 4.1 The cost of Patron membership is a suggested donation plus a minimum payment for the benefits (inc VAT). Benefits can be purchased at the minimum price (in 2025/26 this is £75 inc VAT), and any donation over this amount is given freely and eligible for Gift Aid.
- 4.2 Patron memberships purchased as a gift for someone else are not eligible for Gift Aid and cannot be included in self-assessment tax returns.
- 4.3 Gift Aid can only be claimed on the Patron membership donations when we have a valid Gift Aid declaration on file. You can make a declaration in writing, electronically or verbally to Collective's Development Manager (which we will confirm in writing).
- 4.4 To be eligible for Gift Aid you must be a UK taxpayer and have paid at least the same amount of UK income tax or capital gains tax as we (and any other charitable donations for which you claim relief) would reclaim on your donation.

5. Terminating your Membership

- 5.1 You can cancel your Patron membership at any time by contacting us using the details provided. The donation portion of the membership is non-refundable once received. If you cancel part way through the year, the benefit value of the Patron membership will be refunded on a pro-rata basis.
- 5.2 You may cancel your Patron membership at any time with written notice to us using the contact details above if we make a material change to the benefits or the terms of that Scheme and you are able to demonstrate that such change has a material adverse effect on you; or terminate the Scheme of which you are a member completely.
- 5.3 Upon notification of the death of a Patron, Collective will conclude the Membership unless instructed to transfer to a named individual for the remainder of the annual membership period. Such transfers will be at the discretion of Collective, and subject to Gift Aid regulations. Any refund would only be for the benefit value on a pro-rata basis of the unused period of the membership.

6. Recurring Payments

- 6.1 Card payments will be taken on joining the Patrons scheme and on an annual, monthly or one-off basis.
- 6.2 If the amounts to be paid or the payment dates change, Collective will notify you at least 10 working days in advance of your account being debited, or as otherwise agreed.
- 6.3 If there is any difficulty with collecting the card payment, Collective will be in touch to re-attempt payment collection.
- 6.5 Three failed attempts at collection will result in the cancellation of the Patron membership as well as any bookings or use of benefits made under the Patron membership.

7. Your obligations as a Patron

- 7.1 We reserve the right to, if necessary, revoke Patron membership without refund if an individual behaves in a threatening, abusive or otherwise inappropriate manner towards any person at Collective, damages or threatens to damage any property of Collective or other venue of a Collective event, or acts in a manner which in Collective's sole opinion brings Collective into disrepute.
- 7.2 We reserve the right to, if necessary, refuse the donation of any Patron if, in Collective's sole opinion, we determine that receiving the funds would bring Collective into disrepute.

8. Data Protection

- 8.1 For more information on how we look after your personal information please see our <u>Privacy Policy</u>.
- 8.2 You can change your contact preferences any time by contacting Collective's office.