

## Poplar Union Membership Terms and Conditions

Last updated 31 July 2019

Lincoln Area Regeneration Group trading as Poplar Union ("**Poplar Union**") is a company with registered number 06092664, and charity with registered number 1122590, operating at 2 Cotall St, Poplar, London, E14 6TL (the "**Venue**") with telephone number 020 3039 3333.

Please read these membership terms and conditions (the "**T&Cs**") carefully as they apply to you every time you use or register to Poplar Union's membership scheme. These T&Cs supplement, and should be read together with Poplar Union's general terms and conditions, available at <https://poplarunion.com/terms-and-conditions>.

Poplar Union may change these T&Cs from time to time. If Poplar Union makes material changes to these T&Cs ("**Changes**") during your membership, you will be notified of these Changes in an appropriate way (for example, by email or by a notice on our website). Changes will become effective upon renewal of your membership. If, as a result of these Changes, you wish to cancel your membership and receive a pro rata refund of your Membership Fee, you may do so by sending an email to [info@poplarunion.com](mailto:info@poplarunion.com) or by speaking to one of our representatives at the Venue.

1. **Requirements.** To become a member, you must:
  - 1.1. be a resident living in a building owned or managed by the Poplar Housing and Regeneration Community Association (HARCA);
  - 1.2. be 18 or over (if you are under 18, please ask a parent or guardian to register as a member on your behalf);
  - 1.3. apply to become a member either by providing your personal details to any of Poplar Union's representative or by filling out an online or physical application form; and
  - 1.4. have paid the Membership Fee.
2. **Fee.** To become a member you must pay the current membership fee (the "**Membership Fee**"). The Membership Fee is payable before you receive your membership card (the "**Membership Card**") by means of cash, debit or credit card. Someone else may make payment on your behalf provided that the payer is at least 18 years of age and is responsible for your compliance with these T&Cs.
3. **Cards:** As a member you will be issued with a Membership Card.
  - 3.1. Your Membership Card will be provided to you at the Venue and activated immediately after you have:
    - 3.1.1. provided proof of HARCA address in a form acceptable to Poplar Union ([a utility bill, letter from your council, or letter from another governmental organisation addressed to you are all acceptable]); and
    - 3.1.2. signed your Membership Card];
  - 3.2. You must present your Membership Card each time you visit the Venue or any one of our shows or events. When presenting your Membership Card, Poplar Union may request proof of your identity, age, or residence to confirm that you are the named cardholder and for compliance with these T&Cs or with any law, regulation, or order from a court or governmental body.
  - 3.3. Your Membership Card is for your own personal and non-commercial use and gives you the right to enjoy the Membership Benefits on a personal and non-transferable basis. It cannot be assigned or transferred or exchanged or sold to anyone else.

- 3.4. You must use your Membership Card in accordance with these T&Cs including subject to availability, age restriction, private hires of the Venue or any relevant promotion terms applicable from time to time.
- 3.5. You may not use your Membership Card in conjunction with any other promotion offered by Poplar Union unless otherwise indicated.
4. **Membership Details:** Your membership will start on the day you receive your Membership Card and will continue for 12 (twelve) months (the “**Membership Period**”). Poplar Union memberships do not automatically renew, so your membership will expire at the end of the Membership Period. Please send an email to [info@poplarunion.com](mailto:info@poplarunion.com) or speak to one of our representatives at the Venue if you wish to renew your membership. During the Membership Period, you will be granted the following benefits (the “**Membership Benefits**”):
  - 4.1. A discount of 20% (twenty per cent) on up to 2 (two) tickets for all shows at the Venue;
  - 4.2. A discount of 10% (ten per cent) on tickets for classes & workshops at the Venue;
  - 4.3. A discount of 10% (ten per cent) on all purchases at the theatre bar at any show at the Venue;
  - 4.4. A discount of 10% (ten per cent) on all purchases at the e5 Roasthouse café at the Venue;
  - 4.5. A discount of 50% (fifty per cent) on up to 2 (two) tickets for last minute shows at the Venue;
  - 4.6. A physical programme delivered through your door every season; and
  - 4.7. additional special discounts only available to members that may be introduced by Poplar Union from time to time.
5. **Lost, stolen or damaged Membership Cards:** You must keep your Membership Card secure and in your possession at all times and take care not to damage or misuse it. If your Membership Card is damaged or defective, please contact Poplar Union to request a replacement card. Replacement cards will be provided to you at the Venue (or posted to the registered address upon request should access/ mobility prevent you from visiting the Venue). A reasonable replacement card fee may be charged to cover our costs unless Poplar Union is responsible for the damage or defect. Please report any lost or stolen Membership Card to Poplar Union either at the Venue or at [info@poplarunion.com](mailto:info@poplarunion.com). Your lost or stolen Membership Card will be deactivated. If you later find or retrieve your deactivated Membership Card, please destroy it.
6. **Withdrawals:** Poplar Union may withdraw your membership if in Poplar Union’s reasonable opinion you:
  - 6.1. have used your Membership Card fraudulently, abusively or unlawfully;
  - 6.2. have behaved in an unacceptable way to our employees, representatives, staff, performers, other members, or other guests;
  - 6.3. have failed to keep your security information secure;
  - 6.4. have seriously breached these T&Cs;
  - 6.5. have been banned on reasonable grounds from entering the Venue or any Poplar Union event.

If your membership is withdrawn for any of the above reasons, you will no longer be able to use your Membership Card and you will not be entitled to any compensation or refund.

7. **Intellectual Property Rights:** All copyright, trade marks and all other intellectual property rights in and to Poplar Union's logo, materials, branding, membership scheme, and Membership Card will at all times remain the property of Poplar Union or its underlying rights holders.
8. **Data Protection.** For information on how Poplar Union processes your personal data, please see our Privacy Policy available at: <https://poplarunion.com/privacy-policy>.
9. **Cancellation, termination, discontinuation.**
  - 9.1. Poplar Union reserves the right to discontinue the membership scheme and to stop issuing Membership Cards. If Poplar Union exercises this right during your Membership Period, you are entitled to a pro rata refund of your Membership Fee which may be claimed by sending an email to [info@poplarunion.com](mailto:info@poplarunion.com) or by speaking to one of our representatives at the Venue.
  - 9.2. Poplar Union may alter the Membership Benefits from time to time by posting a notice on the Poplar Union website at <https://poplarunion.com/>.
  - 9.3. You may cancel your membership purchased remotely (online or via telephone) within the first 14 (fourteen) days after purchase and Poplar Union will refund the full Membership Fee using the same means of payment as you used to pay the Membership Fee (unless you have expressly agreed otherwise). You may cancel your membership by clearly informing Poplar Union of your decision to cancel within this 14 (fourteen) day period (for example, by calling Poplar Union, by sending an email to [info@poplarunion.com](mailto:info@poplarunion.com) or by informing a Poplar Union representative at the Venue). After this 14 (fourteen) day period, you may cancel your membership at any time, but Poplar Union will not refund your Membership Fee except in exceptional circumstances that would justify a refund in Poplar Union's reasonable opinion, but you may continue to enjoy the Membership Benefits for the remainder of the Membership Period.
10. **Liability.** Except where expressly provided, nothing in these T&Cs shall constitute a warranty or representation regarding any aspect of Poplar Union's products or services. Where a Membership Card is defective, Poplar Union's liability limited to the replacement of the defective Membership Card. Poplar Union will not be liable to you for any special, indirect or consequential losses incurred by you. Poplar Union will not be liable or responsible for any failure to perform, or delay in performance of, any of its obligations under these T&Cs that are caused by events outside Poplar Union's reasonable control. Poplar Union's total liability for all claims will not exceed the amount of the Membership Fee. Nothing in these T&Cs will be construed as to exclude or limit Poplar Union's liability for death or personal injury caused by Poplar Union's negligence, for fraud or fraudulent misrepresentation committed by Poplar Union or its agents, or for any other liability which may not be excluded or limited by law.
11. **Complaints.** If you have any complaints in relation to your membership or these T&Cs, please contact us at [info@poplarunion.com](mailto:info@poplarunion.com).
12. **General.** These T&Cs as well as any document referred to in these T&Cs represent the entire agreement between Poplar Union and you, which is governed by the laws of England and Wales. The courts of England and Wales have exclusive jurisdiction to settle any claim or dispute arising out of or in connection with the T&Cs. To the extent permitted by law, all conditions and warranties implied by law, statute or otherwise are expressly excluded.