
Philharmonia

Friends Membership

2024 version

If you are buying a Friends Membership of the Philharmonia for your own use, as a gift for someone else or if you are making use of a Philharmonia Friends Membership after it was bought for you, then you agree and accept that these Philharmonia Friends Membership terms and conditions apply to your purchase or use. If you do not agree and do not accept these terms and conditions you must not buy or make use of a Philharmonia Friends Membership.

References to 'Friends Membership' refer to the annual subscription-based membership of the Philharmonia Friends.

References to 'you' 'your' in these terms and conditions refer to any person buying Friends Membership for their own use or as a gift for someone else, or to any person making use of Friends Membership that was bought for them.

1. Friends Membership Benefits

- The benefits included in your Friends Membership will vary depending on the level of membership purchased. The Friends Membership benefits are set out at www.philharmonia.co.uk/friends. We reserve the right to change the benefits included in your Friends Membership. We will use reasonable efforts to notify you in advance of any changes.
- Any benefits included in your Friends Membership package that are provided by third parties will be subject to such third party terms and conditions. We are not responsible for, and do not accept any liability for, loss or damage suffered as a result of a fault, error or omission in the provision of such third party services.

2. Right to Reject Friends Membership

- We reserve the right to refuse any application for a Friends Membership. On receipt of your application we will, subject to your payment instructions, debit your card or process the Direct Debit payment for the appropriate fee. However our acceptance of your application for a Friends Membership remains subject to approval by us. If for any reason we cannot accept your application we will confirm that your account has been re-credited (if applicable).
- If we are unable to obtain payment authorisation from the issuer of your card or from your bank in the case of Direct Debit payments and a Friends Membership has already been activated, we will require that you forfeit any benefits already received.

3. Duration and Activation of Friends Membership

- Friends Membership lasts for one year from the month of purchase. For example, a membership purchased on the 3rd November 2024 will be valid until 30th November 2025.
- The price of Friends Membership will be quoted on our website and may be subject to change.
- Friends Memberships purchased online, over the phone or via the Box Office are active with immediate effect. Friends Memberships purchased by Direct Debit are active within one working day of when the membership was purchased.

Philharmonia

· Friends Membership correspondence will be communicated to you by email or, if you do not supply us with an email address, second-class post. Once processed, we will assume that you have received your confirmation email or letter. Please contact the Friends Office if you have not received it within 14 days of your Friends Membership becoming active.

4. Friends Membership use

Friends Memberships are for personal use only and are not intended for businesses or transferable to another person. In the event of a Friends Membership misuse, we reserve the right to terminate your Friends Membership and you will not be entitled to any refund of fees upon termination.

5. Gift Memberships

Friends Membership can be purchased as a gift. Please contact the Friends Team if you would like more information. Gift Aid provisions will not apply to gift memberships.

6. Gift Aid and VAT

Friends Membership fees are split between a benefit portion and a donation. These are as follows:

· Friend:

- o £60 Direct Debit of which £20 is the benefit portion and £40 is a voluntary donation
- o £70 one-off payment of which £20 is the benefit portion and £50 is a voluntary donation

· Overture Friend:

- o £120 Direct Debit of which £20 is the benefit portion and £100 is a voluntary donation
- o £130 one-off payment of which £20 is the benefit portion and £110 is a voluntary donation

· Concerto Friend:

- o £300 Direct Debit of which £45 is the benefit portion and £255 is a voluntary donation
- o £310 one-off payment of which £45 is the benefit portion and £265 is a voluntary donation

· Symphony Friend:

- o £600 Direct Debit of which £60 is the benefit portion and £540 is a voluntary donation
- o £610 one-off payment of which £60 is the benefit portion and £550 is a voluntary donation

The donation portion is a suggested amount to which Gift Aid provisions apply, but you may purchase the benefits separately if you prefer to not make a philanthropic donation. Alternatively, you may also choose to give the entire amount of your membership as a pure donation and with no complementary benefits expected in return, in which case the Philharmonia Orchestra would be able to claim Gift Aid on the entire amount, subject to the completion of a Gift Aid declaration.

Please note if you would like to make your donation via CAF or via a charitable foundation and take up benefits, payment must be made separately by personal debit card, credit card, bank transfer or cheque for the benefit portion of your Friends Membership.

Philharmonia

The benefit portion of the fee represents the cost of the benefit and is inclusive of VAT. There is no VAT on the donation portion.

7. Price Information

We reserve the right to amend the price of Friends Membership subscriptions. For Friends Membership renewals, we will give you a minimum of 10 days' notice in the event of any price changes.

8. Renewals of Friends Membership

We will contact you in the month before your Friends Membership is due for renewal, detailing the expiry date of your current Friends Membership and any further actions you may need to take to renew your Friends Membership.

9. Direct Debit Payments

- Direct Debits are taken on the 20th of the month or nearest working day after.
- Direct Debit payment can be taken on a monthly or annual basis.
- If you cancel your Direct Debit before paying your annual membership fee in full and after you have enjoyed membership benefits, you must nevertheless pay for the benefits you have received to terminate your Friends Membership with us. Philharmonia will return and refund any tickets purchased that had benefits associated with the Friends Membership applied to them. This includes those purchased within the Friends Membership's priority booking period, and in the case of online concerts, membership-related discounts.
- If your Direct Debit payment is rejected or cancelled, we will contact you to arrange alternative payment.
- You can cancel a Direct Debit at any time by simply contacting your bank or building society. Written confirmation may be required. Please notify us of any cancellation using the contact methods set out below.

10. Conditions of Refunds of Membership

If you change your mind about becoming a Friend, you may request a refund if you notify the Friends Office in writing within 14 days of the date of purchase. Please note that any refund will be subject to deduction of the value of any benefits used within this period (e.g. discounts).

If you have accessed any of the benefits associated with the Friends Membership prior to cancellation or termination of your Friends Membership, a refund of the fees paid will not be guaranteed.

11. Cancellation of events

- As a holder of a Friends Membership, you will have access to a programme of events organised by us. Attending some events may require a payment by you in addition to the annual Friends Membership fee.
- Ticketed events have a limited capacity (which will vary according to format) and therefore admission numbers may be limited and cannot be guaranteed.
- We reserve the right to cancel or rearrange an organised event. In the event of cancellation or rescheduling of an event, the terms and conditions applicable to the purchase of tickets for such event will apply.

Philharmonia

· We do not accept liability for any irrecoverable costs incurred (e.g. travel) by you if we have to close or cancel an event due to unforeseen circumstances.

12. Data Protection

We will use your personal data in accordance with our Privacy Policy, which is available on our website at <https://philharmonia.co.uk/privacy-policy-cookies/>.

13. Philharmonia's Right to Terminate for Breach

We shall have the right to terminate your Friends Membership immediately and without repayment of your Friends Membership subscription if you commit a material breach of these Friends Membership terms and conditions that cannot be resolved (or, if you commit a material breach that is capable of resolution, you do not resolve it to our reasonable satisfaction within 14 days of us informing you about it).

14. Queries and Complaints

If you have any queries or complaints please contact the Friends Office:

Email: friends@philharmonia.co.uk

Phone: (+44) 020 7921 3906

Write to: Philharmonia Ltd, 6 Chancel Street, London SE1 0UX

15. Amendments

We reserve the right to amend the terms and conditions of the Friends Membership at any time. We will give members 14 days' notice of any changes to these terms and conditions.

16. General

Our acceptance of your application, purchase or your utilisation of the Friends Membership benefits will bring into force a legally binding contract between us and you, and these Friends Membership terms and conditions will form the basis of that contract through which we will deliver a service to you as a Member.

You agree that these Friends Membership terms and conditions shall be governed by, and construed in accordance with the laws of England and Wales and that the courts of England and Wales shall have exclusive jurisdiction in relation to any dispute or matter arising in connection with them or the matters contemplated within them.

These Friends Membership terms and conditions and our Privacy Policy constitute the entire agreement and understanding between you and us and supersede any previous agreement relating to the Friends Membership.

You agree that in becoming a Member you do not rely on, and shall have no remedy in respect of, any statement, representation or understanding other than as expressly set out in these Friends Membership terms and conditions.

Philharmonia