



# PWI MEMBERSHIP TERMS & CONDITIONS



These terms and conditions form the basis of the contract through which the Permanent Way Institution (PWI, we or us) will deliver a service to you as a PWI member (you). On becoming a member of PWI you are agreeing to these terms and conditions and agree to us processing your personal information in accordance with the General Data Protection Regulation 2018 and our [Privacy Policy](#).

### **1. Membership benefits**

Membership of the PWI will provide you with membership at Student, Apprentice, Member or Fellow level.

As a PWI member you will receive a wide range of benefits. A typical membership package may include:

- Copies of the quarterly Journal
- Full access to the PWI website
- Membership of a local section
- The opportunity to attend events nationwide
- The opportunity to access on line information resources

We reserve the right to change the benefits that apply to PWI membership at any time and without prior notice.

Any external providers of a benefit included within your membership package will have absolute discretion in relation to the provision of services, and membership of PWI does not guarantee that the external provider will accept an application from a member for the provision of services.

Services supplied from an external provider will be subject to the provider's own terms and conditions, and we do not accept any liability for loss or damage suffered as a result of a fault, error or omission in the provision of these services.

We reserve the right to change our external providers without prior notice and our decision on services provided is final.

### **2. The Membership Contract**

When you click to submit your application online, via post, telephone or e-mail, you are making an offer to subscribe to the PWI which, if accepted by us, will result in a legally binding contract.

At the point of renewal of your membership, your renewal payment is confirmation of the continued acceptance of this contract. You may not transfer any of your rights and obligations under these terms and conditions to another person.

#### **2.1 Online application**

For online applications, you will either have sight of a confirmation page or receive an email. If you have supplied your email address, a legally binding contract is formed on the date we issue you with your unique membership number.



## **2.2 Written/verbal application**

For applications made verbally or via a written application form or e mail; the contract between us will be formed when we issue your unique membership number. This will be sent out when membership grade is confirmed.

## **3. Cooling off period**

We offer a seven working days' cooling off period for new members, effective from the day your application is accepted. This will allow you to cancel your subscription without any penalty. If you wish to cancel your new member subscription, you must notify us within these seven working days in writing, by letter or e mail.

## **4. Right to refuse applications or downgrade applications**

We reserve the right not to fulfil, or to cancel, your application 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. If you have been convicted of a criminal offence which is not yet spent, or have a prosecution pending, this must be declared. A declaration must also be made of insolvency or undischarged bankruptcy. Please note: this information will be treated in the strictest confidence and will only be taken into account if relevant. Spent convictions under the Rehabilitation of Offenders Act need not be disclosed.

If you are accepted into membership, but it subsequently turns out that any or all of the information provided by you was misleading or false, we reserve the right to revoke the membership with immediate effect, without the right of appeal.

Grades and upgrades are granted by the PWI Board. We reserve the right to downgrade an application if following initial application it transpires the evidence we have received does not meet the assessment criteria. You have the right of appeal against the grade offer if you believe it to be unjust as not reflecting the level of your experience. A review will be undertaken, with the decision of the Appeals Panel then being final.

## **5. Journal delivery**

We will deliver all Journals to the address you notify to us when you have made a successful application to become a member of PWI.

You agree that we will not be responsible for failure to deliver the Journal if you have supplied us with an incorrect address or have failed to notify us of an address change. We reserve the right to dispose of incorrectly addressed envelopes and their contents without an obligation to refund your membership fee if they are returned to us.

## **6. Delay in delivery and non-delivery of your Journal**

We will not be liable to you for any delay in delivery or non-delivery of the Journal in the following circumstances:

- Where the issuer of your payment card refuses to authorise payment for your PWI Membership to us
- Where such delay or failure is due to circumstances beyond our control (see Force Majeure below)



## **7. Force Majeure**

Neither party shall be liable to the other for any delay or non-performance of its obligations by reason of matters beyond its control including, but not limited to, any act of terrorism, war, riot, civil commotion, compliance with any law or government order, fire, flood or storm, strikes, or any other industrial dispute, delay in transit, power failure, postal delay, or any event that cannot be reasonably be planned for or avoided.

In which case, we will deliver as soon as is reasonably possible.

## **8. Cancellations and refunds of membership subscriptions**

Your PWI Membership is a rolling agreement which will automatically renew annually. You will receive a renewal notice in advance of the anniversary of your application date, informing you of your entitlement to cancel and of any changes to your Direct Debit payment. Any payment arrangements that have been made by Direct Debit will automatically continue, unless you notify your bank/building society that you wish to cancel it.

If you wish to cancel your membership, you must inform us of your intention to cancel a minimum of fifteen working days prior to the collection date of your direct debit. This notice should be provided directly to us, in writing by letter or email.

No refunds will be provided unless the notice requirements are complied with. Once renewal of your membership has occurred, it will still be possible to cancel your membership, but we are not obliged to offer a refund, if notice has not been given.

## **9. Price Information**

Fees displayed on the application section of the website will prevail at all times in relation to orders placed on-line.

Fees displayed on an application form, or quoted by a PWI representative, will prevail in relation to membership subscriptions placed verbally or by post.

You may make a one-off payment for a one year membership subscription, new or renewal, by cheque, credit/debit card or an annual direct debit payment.

We reserve the right to increase the price of the membership subscription on an annual basis. You will be informed of any fee increase within your renewal letter. If we discover an error in the price of your membership subscription, we will inform you as soon as is reasonably possible.

Fees are for individual membership only.

## **10. Credit Card Payment**

If you are not using your own credit/debit card to pay for the membership subscription, you must ask the permission of the credit/debit card holder before entering the payment details.

When you offer to subscribe to PWI either on-line, by post or verbally, you are confirming that you have obtained the express prior permission of the credit/debit card holder.



### **11. Direct Debit Payments**

Payment by direct debit is the simplest and the most convenient way to pay your PWI subscription.

If you have an annual direct debit agreement then payment is automatic through your bank or building society, beginning on the payment date shown on your renewal notice.

If paying by direct debit, please note that Permanent Way Institution has appointed the BACS approved Direct Debit Bureau, Eazy Collect Services Limited ([www.eazycollect.co.uk](http://www.eazycollect.co.uk)), to collect your payments and BACS\_Permanentway will be shown on your bank statement.

### **12. Liability**

Our liability to you will not extend to any membership related benefits, goods or services provided by an external provider. We specifically exclude liability for any loss or damage suffered by you as a result of your involvement in whatever manner with an external provider. Our liability to you in the event of Journals being lost in dispatch shall, at our discretion, be limited to replacement of the missing issues.

Every effort is made to ensure the accuracy of the Journal. Neither we nor the authors can accept liability for errors and omissions within the Journal.

These Terms and Conditions do not and shall not affect your statutory rights as a consumer.

### **13. Information Services**

Diligence and care should be taken when using the information provided. All services are subject to copyright law. We use our best endeavours to ensure all information provided by us is as up to date as possible. However, you should not rely on the information provided as the sole basis for making business, legal or other decisions. You should seek appropriate independent advice before making any such decisions.

The content of all Institution publications are the opinion of the author

### **14. Data Protection and use of Personal Data**

The PWI is the Data Controller and Data Processor of any personal data you supply. The personal data you supply will be used to process your membership subscription. As a member of the PWI your data will be used for communication, statistical and analytical purposes and to administer your membership.

You will receive membership communications and from time to time we will let you know about promotions. If you provide us with your e-mail address, or SMS number, then we may send information which may be of interest.

We do not pass data to any third party.

If you wish to obtain a copy of your personal data held by us, then please write to the address below.

If you believe that any of the information we hold concerning you is incorrect or out of date, please provide us with the accurate information at the address below.



### **15. Data protection via the website**

We will make every effort to ensure that the information on our website is accurate. However, we cannot guarantee this and accept no liability for any information given via this website.

Even if data encryption is used, the security of information transmitted via the internet cannot be guaranteed. Any losses incurred or sustained by users who transmit information by electronic means shall be borne solely and exclusively by such user and in no event shall any such losses in whole or in part be borne by us.

Please see website terms and conditions.

### **16. Events**

Members may be invited to events organised by us or our partners, to enable members to gain information and make the best use of networking opportunities.

Cancellations made 21 days or more before any chargeable event will be refunded in full. Cancellations after that date will be charged in full, although substitute attendees can be made at any time.

### **17. Variation**

We may change these terms and conditions at any time upon giving you 14 days prior written notice. The most recent edition of these terms and conditions will be binding upon you. Members may exit the contract without penalty if they do not accept any proposed variation.

### **18. Governing Law and Jurisdiction**

These terms and conditions are governed by English law. You hereby irrevocably submit to the exclusive jurisdiction of the English courts notwithstanding the jurisdiction where you are based.

If any court or competent authority decides that any of the provisions of these Terms are invalid, unlawful or unenforceable to any extent, the term will, to that extent only, be severed from the remaining terms, which will continue to be valid to the fullest extent permitted by law.

### **19. Third parties**

A person who is not party to these Terms shall not have any rights under or in connection with them under the Contracts (Rights of Third Parties) Act 1999.

### **20. Entire Agreement**

These terms and conditions override any contrary terms or conditions published by us in relation to any membership subscription between you and us.

### **21. PWI Brand**

Use of our logo by you is not permitted unless you are an approved partner of the PWI, and we have granted you express permission.



## **22. Queries Comments and Complaints**

We will respond to any complaint or query received within three working days. This may be an acknowledgement that we have received a complaint whilst further investigations are carried out.

If you have any queries, comments or complaints about your subscription please contact our secretary:

**Telephone:** 01277 230031

**Email:** [secretary@thepwi.org](mailto:secretary@thepwi.org)

**Post:** The Secretary, Permanent Way Institution  
5 Mount Crescent  
Warley  
Brentwood  
CM14 5DB