BE BIRKBECK TERMS AND CONDITIONS OF MEMBERSHIP

1) Overview
Birkbeck College ('we') collect data from you ('the member') in order to provide Be Birkbeck membership services to you. Be Birkbeck membership services include, but are not limited to those services through which we answer enquiries from you, and provide information about our events and services to you, and process your membership joining and renewal.

2) Data Protection
In order to manage the efficient provision of these services and in compliance with the Data Protection Act (1998) all the data provided by you to us will be stored securely within our corporate information systems, and made accessible to those staff who have a business reason to use it.

3) Data Sharing
We use some carefully selected organisations to provide services to you on our behalf (e.g. the mail-out of prospectuses, and off-site production of plastic ID cards). A non-disclosure agreement is in place with each of these organisations and any personal data transferred to them is done so securely, used solely for the purpose of providing the service on our behalf, and then deleted when it is no longer required.

Birkbeck College has a strategic partnership with the University of East London (UEL), with whom we run a shared facility, ‘University Square Stratford’ (USS). In order to provide services to users of our services at USS (and on UEL sites), where necessary some data (not limited to, but including, names, student ID number, ID card chip number, and details of current enrolments) is passed to UEL. A non-disclosure agreement is in place with UEL and any personal data transferred to them is done so securely, used solely for the purpose of providing the services on our behalf, and then deleted when it is no longer required.

We will not share your data with any third parties for marketing purposes.

4) Communications
By joining, or having membership purchased on your behalf, you signify your acceptance that we will routinely communicate with you regarding your membership at the College. From time to time we may send you information by post or email related to member support or further study opportunities at Birkbeck. If you do not want to receive this information you may opt out by visiting your Be Birkbeck Profile www.bbk.ac.uk/bebirkbeckprofile.

5) Data Retention
Should you decide to withdraw from the membership scheme, and your account becomes inactive for a period of 2 years (you have not logged in, or otherwise contacted us in that time), your records will be permanently deleted from our systems. If you should then subsequently contact us again, we will create a new account for you (under terms and conditions in force at that time). This new account will not contain details of the information previously provided to you, or and applications you have previously made.

6) Original Documentation
We reserve the right at any time to require you to submit original documentation in order to establish your identity to make changes to your personal details. In addition, we reserve the right to take legal action or refer any case of fraudulent claims to the police.
7) Computing Regulations

7.1 Use of any Birkbeck computing facilities assumes acceptance of the Birkbeck College Computing Regulations. Access to IT Services will be withdrawn in the event of a breach of the Computing Regulations. These are available from the ITS Service desk, and on-line at http://www.bbk.ac.uk/its/regs. The facilities are provided for members to access electronic resources (where granted based on membership tier) and must not be used for commercial work. Your right to access the services will cease when you are no longer a member of Be Birkbeck.

7.2 Any use of Birkbeck facilities which we regard as fraudulent or illegal will result in immediate cancellation of membership, without refund of fees paid. We will cooperate with all law-enforcement agencies in their investigations as required.

7.3 Fair Use Policy: We expect that use of our computer workstation rooms would not exceed 20 hours a month. It is unreasonable to use Birkbeck computer workstations rooms for any purpose other than the use of IT services, or to adversely affect Birkbeck customers. Where you are in breach of this Fair Use Policy, we may contact you to discuss changing your usage. We reserve the right to suspend or cancel membership (without refund) where breach of our fair use policy occurs.

8) Library Services

8.1 Library Fair Use Policy: We expect that use of our library facilities (where granted based on membership tier) would not exceed 20 hours browsing time in the library. We expect that use of our library’s electronic resources (where granted based on membership tier) would be in conjunction with attending Be Birkbeck events and would not exceed 10 login sessions per month. The members of the scheme must abide by the Library’s rules and regulations. The use of the library electronic resources is monitored and if you are in breach of this Library Fair Use Policy, we may contact you to discuss changing your usage. We withhold the right to suspend or cancel membership (without refund) where breach of our Library fair use policy occurs.

9) Access to Birkbeck Premises

Be Birkbeck Members are granted the right to access Birkbeck Premises to; manage the administration of their membership; to attend membership events; to make use of services included in their tier of membership (Library services and computer workstation access – subject to conditions laid out in sections 10 and 11 of these Terms and Conditions). Any member who is found to be accessing Birkbeck premises for purposes other than those listed above, and who has no other right to access the premises (e.g. a student enrolment or employment) will be required to vacate the premises immediately. We reserve the right to suspend or cancel membership (without refund) where breach of our access to Birkbeck premises policy occurs.

10) Membership

10.1 Your status as a member of the college studying on open access lectures: Your acceptance of these terms and conditions constitutes your acceptance of all of the College’s non-academic policies, including the College’s Code of Student Discipline, Dignity at Work & Study Policy and Health and Safety policies. Any contravention of these or other College policies may lead to the termination of your membership of the College, with no refund. Any complaints about contravention by the College of these terms and conditions will be heard in accordance with the Student Dispute Resolution Policy & Procedure.
10.2 Be Birkbeck is an annual membership scheme and your membership fee covers one calendar year from the date you join. ‘Members’ are students who have purchased membership themselves or who have had membership purchased for them. Membership is non-transferable or refundable.

10.3 Levels of membership

(i) Bronze: lectures, e-newsletter, access to a number of collaborative events
(ii) Silver: As Bronze plus, silver membership gives members reference access to the library and access to electronic resources, wifi and workstations only.
(iii) Gold: As Silver, plus to the above, members will be also able to borrow books from the library.
(iv) Access to IT services and provision for Silver and Gold membership is limited to the services listed above.

10.4 Borrowing rights for gold members is restricted to the Birkbeck College library located in the main building on Torrington Square.

11) Purchase of Membership for others

11.1 Members who have had membership purchased on their behalf by a third party are not liable for fee payment.

11.2 Members who join as part of ‘plus one’ or ‘group’ membership will be able to register each linked member on events and purchased events on their behalf.

11.3 Birkbeck College assumes that the purchaser has the consent of group members to provide their details to us, and processes these details on that basis.

12) Payment of membership fees

12.1. Membership is annual. It is at Birkbeck’s discretion to offer payments in instalments. Members are responsible for the payment of fees, and it is a condition of joining and of event registration that fees are paid. Members who have had membership purchased on their behalf by a third party are not liable for membership fee payment.

12.2. PAYMENT BY INSTALMENTS: (i) Each instalment must be paid by the due date(s) specified on joining. **The terms and conditions of fee payments are non-negotiable.**

Where payments are being made in instalments, the first instalment will be paid using a debit/credit card and all other instalments will be made by direct debit. Membership will be renewed automatically unless cancelled at least one month before membership expires.

(ii) If your direct debit payment is refused by your bank, you will be contacted and given 7 workings days to amend this. If the direct debit is not amended, your membership will automatically be cancelled.

You can upgrade your Membership at any time and you will only pay the pro rata amount due. When upgrading, the full amount is payable immediately.

Gift membership must be paid in full at point of sale.

12.3 Where available, a member can only claim one discount per purchase. Discounts are available for specified time periods only.

12.4 Cancellation of membership:

(i) A member can cancel their membership, but must give at least 4 weeks’ notice. All fees paid are non-refundable.

(ii) Members who cancel their membership but who have already paid for an event are still entitled to attend this event.

(ii) Under the Consumer Protection (Distance Selling) Regulations 2000, you may cancel your membership by informing us within seven days of joining. If you cancel more than seven days after you have joined, your membership fees and any event fees paid are not refundable. Members who have cancelled their membership can still attend any events which they have paid for in addition to their membership fee.
13) Events

13.1 We reserve the right to withdraw or alter events and other details without prior notice as required. If we withdraw an event which has been paid for in addition to membership fees and no suitable alternative is offered, any fees paid specifically for that event will be refunded in full.

13.2 Tickets for both free and fee-paying events are available on a first come first served basis. Unfortunately we cannot guarantee booking on all events.

13.3 Where applicable, we endeavour to announce priority booking opportunities 2 weeks prior to tickets going on sale to Members but on some occasions where this is not possible the announcement is made at the same time as the tickets go on sale.

13.4 Tickets purchased in a priority booking period are subject to our standard ticket return policy.

13.5 The College may record lectures and other learning and teaching activities. Contributions to lectures may be recorded.

13.6 The College will record attendance at events in order to plan future events and membership offers.

14) Text Alerts

Birkbeck operates an alert system to keep its staff and members informed of important short-notice events (e.g. College closures) via text (SMS) messages to mobile telephones. In almost all cases receipt of messages will be free, although in some circumstances a charge may be incurred (e.g. when 'roaming' internationally). If you wish to opt out of this service you may do so by visiting your Be Birkbeck Profile www.bbk.ac.uk/bebirkbeckprofile.