



## TERMS OF MEMBERSHIP

These **Terms and Condition of Membership** ('Terms') set out the whole agreement between you and Remakery Brixton Limited ('The Remakery') for the supply of services and constitute an agreement between you and the Remakery. Please ensure that you read and understand these Terms and Conditions because you will be bound by them.

- A. **"The Remakery"** is the workshops and storage facilities at 51 Lilford Road, London, SE5 9HY. It is operated by Remakery Brixton Limited. "The Remakery" "us" "we" and "our" means Remakery Brixton Limited
- B. **"Code"** means the **"Code of Conduct"** governing the use of any workshop, bench, power tool, hand tool or machine tool and any other facility in The Remakery.
- C. **"Member"** "you" and "your" means paying members signed up to the Terms and using the site.
- D. **"General Induction"** – means the readiness questionnaire completed by you.
- E. **"Machine Induction"** – means an induction on specific individual Machine Tools as listed in APPENDIX ONE..
- F. **"Society Objects"** – the four key objects of The Remakery as a society.

### 1 MEMBERSHIP

- 1.1. You must be a minimum age of 16 years to join The Remakery.
- 1.2. You must complete General Induction before you start using your membership and by completing the General Induction warrant to us that you are capable of safely operating in the facility.
- 1.3. Your membership allows you to access the building in accordance with the type of membership option that you are paying for as amended from time to time.
- 1.4. Your membership applies to you personally: you cannot lend, assign or transfer it to another person.
- 1.5. We reserve the right to make amendments to these Terms and Conditions without notice to you.

### 2. PAYMENT OF FEES

- 2.1. By completing the application form and agreeing to be bound by these Terms and Conditions you agree to pay your Membership fees and other fees on time.



- 2.2. In addition to the Membership fees, we may also charge you fees for training classes, locker rental, work-in-progress storage or any other services we may provide from time to time.
- 2.3. For monthly paying Members your first month's membership fees are collected from you by us by Direct Debit 3-5 working days from your membership application date and are non-refundable with the exception of the Direct Debit Money Back Guarantee. Your second and subsequent payments for monthly membership fees will be collected from you on the 28<sup>th</sup> of the month for the following month's fees.
- 2.4. Your membership fees are subject to periodic review and we reserve the right to pass on any changes in the rate of VAT to you. Fees will normally be reviewed on an annual basis. You will be given one month's notice of any changes in your fees.

### 3. FACILITIES AND SERVICES

- 3.1. You acknowledge that to provide a decent standard of facilities, we may need to close certain or all facilities temporarily for decorating, cleaning, essential repairs or maintenance of equipment and special events, that this may disrupt the provision of services to you and agree that such disruption shall not amount to a breach of this agreement by us.
- 3.2. Opening hours are subject to change and we will provide one month's written notice of any changes where reasonably practicable.

### 4. WORKSHOP USAGE

- 4.1. You agree to familiarise yourself with and work within our **Code of Conduct** ("Code") before you use any workshop.
- 4.2. You agree that you use the Machine Tools at your own risk and to undertake Machine Inductions(s) before you use any of our Machine Tools.
- 4.3. We reserve the right to cancel or suspend your membership without notice if you break the Code or are using the Machine Tools unsafely.
- 4.4. We may refuse admission or ask you to leave if we reasonably believe that you have broken the Code or any section of the Terms and Conditions. No refund will be given if you are asked to leave in such circumstances.
- 4.5. Members must secure their personal belongings on their person or place and secure them in the lockers provided at all times whilst using our facilities. Your property is left in these lockers entirely at your own risk.



**4.6.** You are responsible for ensuring that you correctly operate or use any facilities and/or equipment (including adjusting levels or settings) that we provide.

**4.7.** You furthermore agree to the following:

- 4.7.1.** You will wear appropriate clothes and shoes at all times.
- 4.7.2.** You will wear ear defenders and goggles when operating tools.
- 4.7.3.** Your locker will not be used for storing foodstuffs or anything illegal, flammable or hazardous.
- 4.7.4.** No bags are allowed in the workshops at any time.
- 4.7.5.** You will not abuse the equipment or facilities.
- 4.7.6.** Smoking, including the use of e-cigarettes, is not allowed in any part of the building. Possession of alcohol, narcotics or other mood-altering substances is not permitted, neither is the use of our facilities while under the influence of any of these substances.
- 4.7.7.** You accept you will be liable for any negligent or deliberate damage to our property.
- 4.7.8.** You will not behave in a violent, rude or threatening way or in a manner which distresses or causes discomfort to other members of The Remakery.

## **5. CANCELLATION**

- 5.1.** You may cancel your membership at any time after the payment of the first month's fees, please note that you must cancel 5 working days before your next payment, to ensure that no further payments will be taken.
- 5.2.** We may cancel your membership without notice if you commit a material breach of this agreement including, but not limited to, a breach of the Code, abuse or threatening behaviour or vandalism or other illegal activity.
- 5.3.** We may cancel your Membership with immediate effect if fees or other charges remain unpaid seven days after they are due.

## **6. DATA**

- 6.1.** In the course of your membership we collect certain information about you including personal details and financial details. We will use this information for managing your membership and communicating with you.
- 6.2.** You have a duty to keep your personal information up to date and to inform us of any significant changes.
- 6.3.** We will limit access to the processing of and use of your personal information to our employees and management who may require its use for marketing or other services. In addition, from time to time, we may need to make your information available to third parties such as legal authorities and professional advisors.



**6.4.** You should contact a Director if you have any questions or concerns about how we use and store your personal information or if you wish to exercise your right to access, modify, object to the use of or request the deletion of your personal information.

**6.5.** We reserve the right to take photographs of our facilities - which may include you - for press and promotional purposes.

## **7. FORCE MAJEURE**

**7.1.** For the purposes of this agreement, a Force Majeure Event means an event beyond the reasonable control of The Remakery including but not limited to strikes, lock-outs or other industrial disputes (whether involving The Remakery or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors.

**7.2.** We shall not be liable to you as a result of any delay or failure to perform our obligations under this agreement as a result of a Force Majeure Event.

**7.3.** If the Force Majeure Event prevents The Remakery from providing any of the services for more than 30 days, The Remakery may, without limiting its other rights or remedies, have the right to terminate this agreement immediately by giving written notice to you.

## **8. GENERAL**

**8.1.** Our failure to enforce any of our rights at any time, for any period and for whatever reason will not be construed as a waiver of such rights; neither will any failure to identify or act upon your breach of the terms of this agreement be deemed to be an affirmation by us that your behaviour is acceptable.

**8.2.** Where a provision of this agreement is deemed to be invalid or unenforceable by any English Court, the provision will be deleted but such deletion will not affect the validity and enforceability of the remaining provisions.

**8.3.** We may assign or transfer the benefit of this agreement our obligations under it, to any other legal entity at any time without notice to you.

**8.4.** All and any Intellectual Property Rights in or arising out of or in connection with the services provided or in relation to this agreement shall be owned by The Remakery.

**8.5.** Except as permitted by this clause, the Contracts (Rights of Third Parties) Act 1999 are excluded.



**8.6.** Except where permitted by this agreement, neither party may alter the terms and conditions without the written agreement of the other party and no written or oral representation by either party will serve to modify or amend these terms and conditions in any way.

**8.7.** This agreement shall be governed by English law and the English courts shall have exclusive jurisdiction to deal with any disputes arising in relation to it.

## **APPENDIX ONE**

### Machine Tools

- Table Saw
- Pillar Drill(s)
- Chop Saw(s)