



Terms and Conditions of Artwey Community Interest Company (CIC) Membership

By applying to join Artwey CIC you agree to the following terms and conditions. We work hard to ensure that all information that we provide is accurate and current but we will not be liable for any claims arising from information being inaccurate.

Membership Fees

Currently the annual membership fee is £60. Concessions are available to students, volunteers and those who have financial difficulties. Artwey reserve the right to increase the membership fee after agreement by members at the Annual General Meeting or Extraordinary meeting.

Membership

- Paid membership begins and continues on an annual basis when we receive your subscription fee payment
- Free membership ends when the person is no longer a student or ceases to volunteer.
- Those who become Directors and serve for over a year will have free lifetime membership if agreed by the majority of Directors.
- Membership will be reviewed annually for those who have free membership because of financial difficulties
- Continued membership is subject to the terms and conditions that apply at that time.
- We can refuse membership and are not obliged to state our reasons. Please see below for information about subscription fees in the event of termination.
- Every member is expected to contribute in some way to Artwey's activities and help promote art and artists in our community.

Cancelling and Termination

- You may cancel your Membership at any time by emailing us at info@artwey.co.uk
- We may terminate your membership at any time if:
 - You don't make a valid contribution to any of Artwey's activities without good reason
 - The Directors uphold a complaint about your conduct in relation to an Artwey activity
 - If you commit any fraud or dishonesty or act in any manner which in the opinion of the Directors brings or is likely to bring Artwey CIC into disrepute or is adverse in any way to Artwey CIC's interests.
 - Artwey CIC ceases business

Payment and Refunds

- Your membership will renew automatically by the Stripe Payment system on the date falling 12 months after the date of your original application at the then current membership rates. We will contact you about a week before your membership is due to expire to remind you of this. You will also be reminded that you have the right to cancel your membership. If you do not cancel, the next payment will automatically be taken without any further consent or notice from you.

- The ongoing annual fee is as set out on the online order form and is payable by the method specified
- If your membership subscription fee payable under these terms is not paid within 7 days of the date due, we reserve the right to suspend your membership until such time as payment is made or membership terminated. Any online gallery on the Artwey that you website will be hidden until payment is made. When payment is received, your online gallery will become visible.
- Paid subscriptions are generally non-refundable but exemptions sometimes apply. Contact info@artwey.co.uk to discuss

Equality and Diversity

It is each member's obligation to be sensitive about the impact that they have on others and behave in a way that supports Artwey CICs stand on equality and diversity when acting on behalf of Artwey CIC and/or when involved in any of our events and activities. Please see our Equality and Diversity policy statement on our website.

Health and Safety

Artwey CIC is committed to ensuring the health and safety of our members and members of the public in all of our activities and events. Members must work with us to ensure this by following the instructions given on our website.

Data Storage, Website and Social Media

We take your privacy and the storage of data very seriously. Please see our separate website and social media use policy for details of the steps we take at <https://www.artwey.co.uk/site-terms/> Your login details will be sent to you when we receive your subscription payment and use of the website assumes that you follow the terms and conditions in our [Artwey CIC Terms and Conditions for Member Website Use document](#)

Intellectual Property

- We are the owner or the licensee of all Intellectual Property Rights and all other rights in the materials provided to you by us as part of the Membership and nothing in these Terms or otherwise shall operate to transfer the ownership of the Intellectual Property Rights in the Materials to you or to any other person. You will always own the copyright of any images which you publish in any of Artwey's publications, website or social media
- You may not at any time copy, reproduce, make audio or visual recordings, or publish in any form, share, sell, dispose of or otherwise make available to yourself or a third party in any way any of the materials provided and/or published by Artwey CIC unless you seek permission and permission is granted in writing by at least one Director on behalf of the Board of Directors.
- You may not at any time copy, reproduce, make audio or visual recordings, publish in any form, share, sell, dispose of or otherwise make available to yourself or a third party in any way any of the materials published by other artists on the website, unless you seek permission and permission is granted by the relevant artist.
- You may use our logo on materials designed to promote Artwey activities only. Use of our logo for any other reason is strictly prohibited without our prior written consent.
- Where you contribute any materials to the Membership, you grant us a non-exclusive, transferable, sub licensable, irrevocable licence to use such materials in any way we see

fit for the advancement of Artwey CIC. You warrant that such materials provided by you do not infringe the intellectual property rights of any third party and agree to indemnify us and keep us indemnified at all times against any liability we may suffer as a result of you providing us with and us using in any way such materials.

Liability

- We shall not be liable for any loss of profits, loss of business, depletion of goodwill and/or similar losses, loss of anticipated savings, loss of goods, loss of contract, loss of corruption of data or information or any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses suffered or incurred by the you as a result of you being an Artwey CIC member
- Our total liability in any legal action whatsoever arising in connection with your membership directly or indirectly shall in all circumstances be limited to the price paid by you for the Membership.
- If we are prevented from or delayed in performing our obligations by your act or omission or by any circumstance outside of our control, we shall not be liable to you for any costs, charges or losses sustained or incurred by you that arise directly or indirectly from such prevention or delay.

Complaints

- If a complaint is made to us in relation to an activity provided by you, you will need to fully and honestly participate in any investigation and must respond within 7 days to any requests for information from us.
- If you don't respond to us or if, as a result of our investigation, we believe that there are valid grounds for a complaint and the complaint has not been remedied by you, we have the right to terminate your membership immediately.
- The decision of the Directors in relation to the investigation into any complaint made to us is final.

Third Party Discounts

- Where we provide access to discounts with third party suppliers, we believe in good faith that these discounted products or services are of a high standard; however we cannot be liable for the actions or inactions of anyone else.
- Any contract entered into in relation to such discounted goods or services is directly with the third party supplier and Artwey CIC is not party to such contract. As such we disclaim any liability arising from such contracts and you enter into any such contracts or transactions at entirely your own risk.

General

- Occasionally we may decide to charge commission on artworks sold as a direct result of an Artwey exhibition or event either "in-person" or online. If we do charge commission, it will be, for example, to help towards the costs of an event or because the accommodation provider is charging commission. You agree to pay the commission which, if charged, will be set for each individual event in discussion with the artists and the accommodation providers.

- When we hold an exhibition or event, we ask members who are taking part to share the costs associated with setting up the event such as transport of display boards, hiring of accommodation, contribution to advertising or promotional costs specific to the event etc. You agree to pay your share of those costs as required
- Continuing to apply for membership constitutes your consent to all of the terms and conditions for membership of Artwey CIC and you warrant that:
 - You are legally capable of entering into the a membership of a CIC
 - You are at least 18 years old; and
 - That all information you provide us with and which you publish through us either on your website or at any exhibition or event is materially true and accurate at all times and not misleading in any way.
 - You may not transfer any of your rights or obligations under these Terms to another person without our prior written consent. We can transfer all or any of our rights and obligations under these Terms at any time.
- We may vary these Terms as we see fit from time to time and if we do, we shall notify you by email of the change of terms. Your continuation with the Membership will be deemed to be your acceptance of any new Terms.
- You accept that communication with us will be mainly electronic. We will contact you by e-mail or provide you with information by posting notices on our website or social media pages. You agree to this electronic means of communication and you acknowledge that all contracts, notices, information and other communications that we provide to you electronically comply with any legal requirement that such communications be in writing. This condition does not affect your statutory rights.
- These Terms and any dispute or claim arising out of or in connection with it shall be governed by English law and you and we both agree to the exclusive jurisdiction of the English courts.

Signed by the Directors

Elaine Harris
Hilly Longman
Fran Groves
Justine Dalton

Updated Date: 17.5.23