

## **1 About your agreement with us**

Your agreement with us (the "Agreement") consists of:

- a) This set of terms and conditions (the "Terms");
- b) Your contract of membership or exhibition display (the "Contract")
- c) Any charges for the Services (the "Charges");

These documents set out the basis on which we will provide the Services to you.

We have used some definitions throughout these Terms to try and make them easier to read and understand. Where we have used these words, they have the following meanings:

You – Yourself the member

Us – Funky Aardvark CIC

Stock – items supplied for sale by you

Supplier/Member - You

## **2 When do these Terms apply?**

You agree to be bound by the terms by ticking the box next to "I agree to Funky Aardvark CIC's Terms and Conditions" on the membership or exhibition contract; or by your use of the Membership or exhibition of work at the Funky Aardvark C.I.C. premises.

## **3 Membership**

### **3.1 Membership**

To become a member and use the associated services you must:

- a) be over 18 or have permission from a parent or guardian who has countersigned the contract;
- b) be a permanent resident of the UK;
- c) pay any Charges by Standing Order or direct bank transfer. For this you must be the account holder of a UK bank account (with a UK account address) with sufficient funds and the necessary authority to pay the Charges using Standing Order/direct transfer which must be set up by you;
- d) give us the following information:
  1. a valid UK phone number;
  2. a current email address;
  3. a valid UK home address;
  4. your bank details for payment of money from sales;

**3.2 Stocking**

Funky Aardvark C.I.C. agrees to stock your products in accordance to the following terms:

All products are supplied on a 100% Sale or Return basis. The products remain the property of The Supplier, named above until one of the following conditions is met.

1. The product is sold by Funky Aardvark CIC, at which point ownership is transferred to the end user.
2. Stock has remained uncollected for more than 1 Calendar months from the end of the membership period as governed by the contract and necessary notice periods.

**3.3 Commission**

The rate of commission is fixed at 30% + VAT for all sales in the shop and gallery for members on a business support contract and all workshops. Sales only contracts have a commission rate of 40% + VAT and exhibitions have a commission rate of 40% + VAT.

**3.4 Business Support membership rates as of November 2015:**

Annual fee £100 – payable in advance or £12 per month if paid in instalments

This covers single centre business support membership - starting on the first day of the first month.

**3.5 Benefits/duties of business support membership as of November 2015:**

Membership type	Business Support
Shop Space	Included
Product Advisory Service	Included
Members meetings	Included
Members Exhibition - compulsory	Unlimited pieces
Open Exhibition (1 piece) - compulsory	Single piece free
Monthly Mentoring Session	Included
Business Support Seminars Monthly	Included
One day per month shop day commitment	Included
Exhibition Preview Invites	Included

The shop commitment will take place in your main centre which is stated on your contract

#### **4 Business Support Members - What you can expect of us**

We agree that as a provider of Membership we will provide services in line with the Terms, including that we will:

- a) Take every possible care of your products while on the premises at Funky Aardvark C.I.C.'s trading premises however we do not insure the products against loss or breakage.
- b) We will sell the products at the price specified by you on the related delivery note.
- c) Include any product sold by Funky Aardvark C.I.C. in the payment made to the supplier by the conclusion of the following month minus commission as long as the contractual commitments of the member are up to date.
- d) Run promotions and you will be given the option to take part and have the ability to opt out with any or all of your products.
- e) Provide an advisory service for all suppliers on selling their products.
- f) We will provide a point of contact for all aspects of the business and direct your queries to the appropriate department.
- g) We will endeavour to deal with your query within 14 days where possible.
- h) We will provide an appointment for members with the appropriate team member when booked 14 days in advance.
- i) We will run monthly which are included in your contract fee.
- a) We will provide a free half hour monthly mentor meeting for members. This must be booked a month in advance to guarantee availability.

#### **5 Business Support Members - What we expect of you**

You agree that you as a member will use the Services in line with the Terms, including that you will:

- a) Pay us the Charges for your Membership by the first of each calendar month, or by the first day of your contract if annual payment, in advance via standing order or direct bank transfer.
- b) Ensure that the information you have given us about you is correct and to let us know if any of that information changes either via email or in person at the Funky Aardvark C.I.C. premises.
- c) Label all items before delivery with your name alongside the price in a manner that can be removed from the item before sale on a label that will fit the bar code ie. no smaller than 60mm x 25mm
- d) Accompany all deliveries with two copies of a printed, completed Funky Aardvark C.I.C. delivery note. Delivery notes that have not been signed by an authorised person and yourself cannot be accepted for stock taking purposes.
- e) Have a standard price for your work across all outlets that you use including your own website(s) and craft fairs.
- f) Give 7 days' notice of removal of any items from the shop and replace them with similar items unless previously agreed with the management.
- g) Change unique items that have been in the shop for a period of more than 3 months or significantly update your display.
- h) Submit all new items for approval by Funky Aardvark management before they are added to the shop if they differ from the existing range.

- i) Not list items for sale in the shop for sale elsewhere.
- j) Produce and submit at least one item for the annual members' exhibition on the specified title and one for the annual open exhibition.
- k) If VAT registered, be responsible for your own VAT on your portion of the sale.
- a) Be responsible for delivery and collection of all products as Funky Aardvark C.I.C. cannot be held liable for goods in transit.
- b) You are required to work in the shop one day a month. This must be booked at least a month in advance.
- c) You will give at least 48 hours' notice if you cannot attend your booked shop day and rebook to attend within 14 days.
- d) A shop day is from 10am – 5pm on the business day with a half day running from either 10am to 1.30pm or from 1.30pm to 5pm.
- l) Work submitted for exhibitions is not automatically accepted as shop stock and is governed by a separate delivery note and contract. Collections must be clearly marked as collected or sold at the end of the exhibition and work to be added to the shop must be delivered in the same way as standard shop stock.
- m) Members are to promote Funky Aardvark C.I.C. positively at all times. Funky Aardvark C.I.C. reserves the right to terminate, with immediate effect, the contract of any member found to be promoting negative material either in spoken or written form regarding Funky Aardvark C.I.C. or any of its other members/volunteers/associated parties.
- n) Members are to treat other members/volunteers/associated parties with respect and conduct themselves in a professional manner at all times on the Funky Aardvark C.I.C. premises. No abuse towards any person on the premises will be tolerated in any form. Any member conducting themselves in an abusive manner will have their contract terminated with immediate effect.

### **5.1 Additional responsibilities for Teignmouth only**

- a) Conduct a stock take every three months which is counter checked and signed by an authorised person and held on file. This must take place at the end of each of our quarters which are August, November, February and May. Once a new stock check has been conducted all previous stock checks are counted as agreed against possibility of discrepancy. If you fail to conduct your stock check within the allotted time period of 10 days from the end of the quarter Funky Aardvark will conduct one for you and the contents will count as agreed on your behalf. There will be a £10 admin charge for undertaking the stock check for you.

## **6 Accounting and payments**

- a) Each month's membership charge is payable by direct bank transfer or standing order by the first of the month in advance. If the membership charge is not paid then Funky Aardvark C.I.C. reserve the right to cancel membership and withdraw the products from the shop until fees are paid or goods collected and deny access to mentoring and seminars for the associated month.
- b) If the membership payment is made after the due date this will delay payment and therefore mean any money from sales due on your account will be paid during the next months' accounting period ie. 2 months in hand.

- c) All amounts due shall be paid in full (without deduction or withholding except as required by law) and you will not be entitled to assert any credit, set-off or counterclaim against us in order to justify not making a payment of any such amount in whole or in part.
- d) Payments will be made from our bank by direct bank transfer by the end of the month **after** which the sale was made ie. one month in hand
- e) Membership runs in full month blocks only from the first to the last day of the month
- f) Upon leaving the standing order for membership payments must be cancelled by the member. Any overpayments will incur an admin charge of £5 to refund for each transaction.
- g) If any moneys are outstanding to be paid to Funky Aardvark C.I.C. or other contractual commitments have not been met then outgoing payment will be carried over until all outstanding fees and charges have been paid.
- h) Funky Aardvark C.I.C. will provide a breakdown of sales for each calendar month at time of payment which can be collected from the branch or can be posted at the supplier's expense.

## **7 Business Support Membership - Penalties for non-fulfilment of contracted responsibilities**

- a) If you miss a shop day and do not make it up within 30 days then you will be charged an extra £30 for the month which will be automatically deducted from your account balance.
- b) Failure to collect goods within a reasonable time frame (no more than 1 week from the end of the membership period or exhibition, unless agreed in writing) will result in a storage charge of 10% of the Wholesale Value per calendar month, for no more than 1 month, at which point ownership of the product passes to Funky Aardvark C.I.C., and the product will be placed into our clearance sale. This also applies to goods held due to non-payment of any charges.
- c) Failure to produce a piece for the two compulsory exhibitions (the members' exhibition and the annual Open exhibition) will result in a £30 fine per exhibition which will be automatically deducted from your account balance.
- d) Failure to pay membership fees on time will result in a £5 admin charge per month which will automatically be deducted from your account balance and any money from sales will be delayed by one month.
- e) If at any point your account balance becomes negative Funky Aardvark C.I.C. can request payment of the balance within 30 days.
- f) If your contract ends and the balance is negative Funky Aardvark C.I.C. can withhold stock with a wholesale value equalling the negative balance or if this is not available the balance will be due for repayment within 30 days of the end of the contract.
- g) If the supplier removes goods before the end of their contract notice period or without giving notice to cancel/collect then they will forfeit any outstanding balance on their account. If there is no balance on the account of the supplier then a charge of £50 will be issued to the supplier for payment within 30 days.

## **7.1 Additional responsibilities for Teignmouth only**

- b) Failure to complete the compulsory 3 monthly stock check will result in an admin charge of £10 which will automatically be deducted from your account balance, the stock check will be completed for you and count as agreed.

## **8 Work submitted for exhibition only**

### **8.1 What you can expect of us**

We agree that as a provider of exhibition space we will provide services in line with the Terms, including that we will:

- a) Take every possible care of your products while on the premises at Funky Aardvark C.I.C.'s trading premises however we do not insure the products against loss or breakage.
- b) We will sell the products at the price specified by you on the related delivery note.
- c) Payments for work sold will be made from our bank by direct bank transfer by the end of the month **after** which the sale was made ie. one month in hand. If the item is held on a deposit the final date of sale may be after the end of the exhibition and this will be reflected in the date of payment. If the exhibitor does not want this to happen they must specify when delivering the work.
- d) Funky Aardvark CIC will allow customers to remove artwork from the exhibition on date of purchase unless notified by the exhibitor that this is not to happen before the exhibition.
- e) We will display a posters provided by the exhibitions for the booked exhibition at the exhibition site
- f) We will list the exhibition in our calendar as soon as details are made available by the exhibitors

### **8.2 What we expect of you**

- 1) Pay us the Charges for an exhibition in advance. If booking a full space 50% deposit on the day of booking and the final balance on the day of hanging at the latest. The deposit is non-refundable.
- 2) If an Exhibitor wishes to change the date of a space booking they must give no less than 60 days notice or they will forfeit their deposit.
- 3) If the exhibition is cancelled for any reason by the exhibitors they will forfeit the deposit.
- 4) When submitting a piece for an open or group exhibition the fees must be paid on day of delivery.
- 5) Ensure that the information you have given us about you is correct and to let us know if any of that information changes either via email or in person at the FunkyAardvark C.I.C. premises.
- 6) Label all items before delivery with your name alongside the price in a manner that can be removed from the item before sale on a label that will fit the bar code ie. no smaller than 60mm x 25mm

- 7) Accompany the exhibition delivery with two copies of a printed, completed Funky Aardvark C.I.C. delivery note. Delivery notes that have not been signed by an authorised person and yourself cannot be accepted.
- 8) Have a standard price for your work across all outlets that you use including your own website(s) and craft fairs.
- 9) Not list items for sale in the shop for sale elsewhere.
- 10) Produce and submit at least one item for the annual members' exhibition on the specified title and one for the annual open exhibition.
- 11) If VAT registered, be responsible for your own VAT on your portion of the sale.
- 12) Be responsible for delivery and collection of all products as Funky Aardvark C.I.C. cannot be held liable for goods in transit.
- 13) Exhibitors are to promote Funky Aardvark C.I.C. positively at all times. Funky Aardvark C.I.C. reserves the right to terminate, with immediate effect, the contract of any member found to be promoting negative material either in spoken or written form regarding Funky Aardvark C.I.C. or any of its other members/volunteers/associated parties.
- 14) Exhibitors are to treat other exhibitors/volunteers/associated parties with respect and conduct themselves in a professional manner at all times on the Funky Aardvark C.I.C. premises. No abuse towards any person on the premises will be tolerated in any form. Any exhibitor conducting themselves in an abusive manner will have their exhibition terminated with immediate effect.

### **8.3 Exhibiting**

To use the exhibition services you must:

- 1) be over 18 or have permission from a parent or guardian who has countersigned the contract;
- 2) be a permanent resident of the UK;
- 3) pay any Charges by Standing Order, direct bank transfer or direct through the shop. Direct payments require that you must be the account holder of a UK bank account (with a UK account address) with sufficient funds and the necessary authority to pay the Charges using Standing Order/direct transfer which must be set up by you;
- 4) give us the following information:
  - i) a valid UK phone number;
  - ii) a current email address;
  - iii) a valid UK home address;
  - iv) your bank details for payment of money from sales;

### **8.4 Stocking**

Funky Aardvark C.I.C. agrees to stock your products for the specified time period of the exhibition in accordance to the following terms:

All products are supplied on a 100% Sale or Return basis. The products remain the property of The Supplier, named above until one of the following conditions is met.

- 1) The product is sold by Funky Aardvark CIC, at which point ownership is transferred to the end user.
- 2) Stock has remained uncollected beyond the exhibition collection date at which point Funky Aardvark CIC may dispose of the work in any way they see fit which may include but

is not limited to selling the work to raise money for community projects or disposing of the work as waste.

- 3) Funky Aardvark CIC may make the decision to allow the artist to pay a storage charge for uncollected work if space is available at the time in question. This charge will be £20 per piece of work for a maximum of 1 week.

### **8.5 Commission**

The rate of commission is fixed at 40% + VAT for all sales in exhibitions unless the artist is on a business support membership.

## **9 General**

- 9.2** Duplicate copies of contracts, stock takes or delivery notes can be requested at a sum of £25 per item.
- 9.3** A printed copy of all payments in and out on your account can be requested for up to 12 months worth of membership at a fee of £25 per time.
- 9.4** Any failure or delay by us in exercising or enforcing any rights or benefits granted by the Terms will not be deemed to be a waiver of any such right or benefit; nor will it prevent us from exercising or enforcing any such right or benefit or any other right or benefit on any other occasion.
- 9.5** This Agreement is to be accompanied by the specified contract for either business support membership, sales only or exhibiting in which specific details are contained to which these terms refer.
- 9.6** The Agreement shall be governed and construed under English law and you and we submit to the non-exclusive jurisdiction of the English courts.
- 9.7** The Agreement sets out the entire agreement between you and us relating to the provision of the Services to you including all intended rights and obligations and supersedes any and all previous agreements and understandings between you and us with respect to such provision.
- 9.8** We can make reasonable changes to this Agreement at any time. All changes will be posted on our Website as a new terms and conditions file. Please check regularly for updates. If we change the terms and conditions of this Agreement to your significant disadvantage (in our reasonable opinion) we will give you 30 days' notice before the changes take place. We will notify you by text (SMS) to your Mobile Phone number and/or by email.

## **10 Sales only contract**

- 10.2** All the same terms and conditions apply as per stocking for the business support contract.
- 10.3** There is no membership fee and therefore benefits are as detailed below:

Membership type	Sales Only
Shop Space	Included
Product Advisory Service	Included



Members meetings	Not Included
Members Exhibition - compulsory	Not compulsory but welcome to submit
Open Exhibition (1 piece) - compulsory	Standard exhibition submission rules apply
Monthly Mentoring Session	Not Included
Business Support Seminars Monthly	Not Included
One day per month shop day commitment	Not Included
Exhibition Preview Invites	Included

Funky Aardvark C.I.C. is staffed solely by volunteers and run for the benefit of the members, other exhibitors/artists and the local community. We endeavour to deal with all queries within 14 days. A large number of queries can be answered on the website and we ask that you consult this first before contacting the team. If this does not answer your queries then please email the appropriate department. Up to date contact details can be found on the website.