

## dot-art Dark Room Membership

Membership of the dot-art Dark Room is available to any professional photographer, those with significant experience of using dark room equipment and people who have attended either our “Introduction to the Dark Room” OR “Analogue Photography Weekend” courses.

Members have unlimited access to the dark room, subject to availability, but MUST book in advance through our online calendar. You can either book a morning (9am-1pm), afternoon (2-6pm) or evening slot (7-11pm). Once you are a member you will be sent a link and password to access the calendar.

- Chemicals are included in your membership fee, but all other consumables, including paper, must be supplied by you.
- Please note all our equipment is vintage and will therefore have its own quirks!
- There is no running water in the dark room itself, however we have a large water butt with tap and access to water to refill this close by.
- Fees must be paid by GoCardless; you will be sent a link to set up payments once membership has been set up.
- If you have not completed one of our courses in the last 6 months, you will need a short induction before your first booking to familiarise you with the dark room and its facilities. This must be booked by calling 0345 017 6660 or emailing [galler@dot-art.com](mailto:galler@dot-art.com).
- Members must be over 18 and access to the dark room is restricted to members only.
- Please keep the dark room clean and tidy; there is no cleaning service so you must keep the area as you would like to find it. You are responsible for removing your own, suitably bagged, rubbish. Recycling bins can be found on the way into the dark room at basement level and general waste bins for the building can be found in the bin store on Edmund Street (parallel to where you enter on Ormond Street).
- Please familiarise yourself with the health and safety notices provided within the dark room relating to chemicals.
- Please note that there is no phone signal or WIFI in the dark room and during evenings and weekends there may be no one else in the building. If you are working alone, we recommend you tell someone where you are going, just to be on the safe side!
- We would ask that you respect these guidelines, and act with courtesy and respect for your fellow artists and the organisation as a whole.



## Membership fees:

- £25 per month
- £250 per year (save £50 / get 2 months free)

## Your Details:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Email Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

I confirm that I am a professional photographer and am familiar with the use of darkroom equipment OR have recently completed a dot-art Dark Room course:

Please Tick: \_\_\_\_\_

## TERMS OF MEMBERSHIP

### 1. PARTIES

This Membership Agreement is made between the above listed person (“you”) and dot-art (“dot-art Darkroom” or “us”). By signing this Membership Agreement you agree to all the terms in this agreement and agree to follow all dot-art Darkroom policies and rules.

### 2. MEMBERSHIP

Your membership permits you to use the dot-art Darkroom premises, facilities, equipment and services. Your membership secures you no rights in dot-art Darkroom and is not transferable by you. We may assign or transfer your membership in its sole discretion. It is your responsibility to notify us of any change in your address, email address, and/or phone number.



### 3. FINANCIAL POLICY & NOTICES

(a). Dues & Fees: You agree to pay the dues and fees described above. By signing this Membership Agreement we immediately earn the initiation fees and first month's dues, including any and all paid or unpaid portions that are owed. These fees and any prepaid monthly dues are not refundable except as stated in Section 6 of this agreement. Whether or not you use the facilities you must still pay your monthly dues and non-use of the facility is not a basis for refund of dues. You agree to pay us any fees incurred by us for any returned check, or other non-payments, such as for insufficient funds, closed account, frozen or declined credit or similar circumstances. Payment of all monthly membership dues is due prior to the 1st of the effective membership month. All charges incurred during an effective membership month are due by the 15th of the subsequent month.

(b). Charges & Taxes: If you or your guests incur any charges for goods or services, including, without limitation, supplies, classes, lighting studio use, digital printing, or similar goods or services, you agree to pay for them according to our rates and practices then in effect. We have the right to add to your fees and/or your monthly dues any tax or charge required by law.

(c). Automatic Monthly Payment Failure: If we are unable to process an automatic monthly charge for any reason, your membership privileges will be immediately suspended. You will have 30 days from the date we are unable to process the monthly charge to reinstate your membership privileges by providing a valid payment method. Upon reinstatement, all your past due amounts, including any fees incurred by us as described in Section 3(a), will be charged using the newly authorized payment method. If you do not provide a valid payment method within the 30 days, your membership will be terminated "for cause" by us and the terms of the "Termination for Cause by dot-art Darkroom" paragraph in Section 6 will apply; you will not receive a refund of any initiation fees or monthly dues.

(d). Delivery of Notices: You agree to electronic delivery of eligible notices and records relating to this Membership Agreement and to your membership (collectively, "Notices"). Notices eligible for electronic delivery include notices regarding dues increases, electronic payment amounts, payment processing refusal, service changes, renewal, and similar notices relating to this Membership Agreement and your membership. We will deliver Notices electronically to you by emailing them to the email address you have provided to us in this Membership Agreement and you agree to keep that email address active and/or to update it as necessary. With respect to communications regarding any amounts you owe, you also agree that we may contact you on any phone number that you provide to us and



that such contact may be by telephone (including autodialed calls), pre-recorded or artificial message, text message or other means. You may change your primary e-mail address, phone number, or other contact information by contacting us via phone, email, or in person at dot-art Darkroom.

(e). Marketing Communications. From time to time we may offer you special offers by direct mail, email, telephone and other methods as permitted by law.

#### 4. FACILITIES AND SERVICES

(a). Description of Services and Hours of Access: The dot-art Dark Room is available to book for 4 hour blocks 7 days a week, except when courses are running. Your membership with dot-art Darkroom includes access to equipment, facilities, or services during applicable hours of operation. Your membership agreement does not include supplies, lighting studio use, or digital printing, which goods or services are subject to additional charges. We also provide a number of classes some of which are optional services and may require payment of a fee. Other optional services that may require additional fees include, but are not limited to, gallery participation, lighting studio use, class fees, guest privileges, storage lockers, or other storage of personal equipment and we reserve the right to charge additional fees for such optional goods or services. From time to time we may hold special events to which attendance may be limited and/or subject to additional fees.

(b). Changes to Equipment or Classes: We reserve the right at any time to make reasonable changes to the type or quantity of equipment and classes offered, to alter the times of classes, and to amend the cost of, add, modify and/or eliminate any program, facility, activity, class or service in our reasonable discretion. Equipment and classes are available subject to demand. Any of the facilities or services, including but not limited to equipment, classes, lighting studio, and digital printing may have limited hours or may be discontinued altogether at any time and may be offered on a "first come first serve basis."

(c). Temporary Closures: We may periodically close our facilities, or portions of our facilities, on a temporary basis for maintenance, selected holidays, and other hours based on municipal requirements or other business reasons and such temporary closures will have no effect on this agreement so long as such temporary closures are reasonable. If dot-art Darkroom is forced to close for 30 days or less by events or occurrences beyond our control, such as, by way of example, natural disasters, riots or unrest, or action by any lawful authority ("Unforeseen Events"), you will not be entitled to a refund, dues credit or to terminate your membership. However, if Unforeseen Events force dot-art Darkroom to close



for more than 30 consecutive days, then we will extend your membership, without dues, for the same period dot-art Darkroom was closed or completely unavailable. If dot-art Darkroom closes for more than 16 consecutive days for any reason not caused by Unforeseen Events, we will extend the term of your membership, without dues, for any days beyond 16. Your obligations if dot-art Darkroom permanently closes or moves are explained in Section 6. If dot-art Darkroom closes because it is sold, we may assign your membership to the new owner.

## 5. REPRESENTATIONS

(a). Liability for Personal Property: We are not liable to you or your guests for any personal property that is damaged, lost, or stolen while on or around our premises including, but not limited to, any property stored on the premises. If you or your guest cause any damage to dot-art Darkroom facilities or equipment, you are liable to us for its cost of repair or replacement.

(b). Entire Agreement: You acknowledge that neither us, nor anyone else, made any representations or promises upon which you relied that are not stated in this agreement. Handwritten changes to this agreement are not valid. This document contains the entire agreement and understanding between you and dot-art Darkroom and supersedes and excludes all previous agreements, understandings, representations and related discussions or communications between you and dot-art Darkroom.

(c). No Waiver: No failure or delay of dot-art Darkroom to enforce or to exercise any right, power, or remedy provided by law or under this Membership Agreement shall constitute a waiver of such right, power, or remedy or any other right, power, or remedy. No single or partial exercise of any such right, power, or remedy shall preclude or impair any other or further exercise thereof or the exercise of any other right, power, or remedy provided by law or under this Membership Agreement. For the avoidance of doubt, no waiver of any such right, power, or remedy or any other right, power, or remedy, shall be effective unless it is expressly stated to be a waiver and communicated to you in writing by an authorized representative of dot-art Darkroom.

## 6. CANCELLATION - TERMINATION – REFUNDS

(a). Termination of Membership Agreement: You may terminate this Membership Agreement by providing written notice to us via email at [gallery@dot-art.com](mailto:gallery@dot-art.com) by the 15th of the month preceding the month you would like to terminate your membership. This agreement will



terminate on the 1st of the subsequent month. Initiation fees and first month's dues are non-refundable except as specifically stated otherwise in this agreement.

(b). Termination for Cause by dot-art Darkroom: We may terminate your membership if (i) you fail to complete all signature lines in this agreement, (ii) you fail to make timely payment of any fees or charges, (iii) any monthly payments or dues are late, (iv) the automatic monthly payments or dues are interrupted or discontinued for any reason and you or your cosigner do not provide an acceptable alternative, (v) you fail to follow any of dot-art Darkroom's policies or rules or violate any part of this agreement, or (vi) your conduct is improper or harmful to the best interest of us or our patrons. Termination is effective on the date we mail a written notice to your last known address. You are liable for all financial obligations until that date.

(c). Termination Without Cause by dot-art Darkroom: We reserve the right to terminate your membership for any reason not stated above and not prohibited by law. If we do so, we will mail a written termination notice to your last known address and refund any unused prepaid dues prorated based on the date of mailing of the notice.

(d). Termination Based on Closure of dot-art Darkroom: If dot-art Darkroom permanently closes, we will terminate this agreement on the date of closing. As of the date of closing you will not have to pay further monthly dues and we will refund any unused prepaid dues prorated based on the date of closing.

(e). Effect of Termination & Financial Obligation: Upon cancellation or termination, your right to use dot-art Darkroom facilities ends and we can deny you access to our facilities. If, when your membership ends, you owe money to us, we will deduct the amount owed from any refund you might be entitled to. If after this deduction there remains a debt owed to us, you remain responsible for the balance of such money owed. If you terminate this agreement and later want to rejoin, you must enter into a new Membership Agreement at the then current rate.

## 7. APPLICABLE LAW

This Agreement is governed by the laws of the United Kingdom.

## 8. LIMITATION OF LIABILITY

Unless otherwise prohibited by law, you may not recover from us, in contract or tort, under statute or otherwise, any consequential, incidental, indirect, punitive or special damages in



connection with claims arising out of this Membership Agreement or otherwise relating to your use of dot-art Darkroom facilities or services including any amount for loss of profit, property, data, or goodwill, whether or not the likelihood of such loss or damage was contemplated.

## 9. SEVERABILITY

If and to the extent that any of the terms and conditions of this Membership Agreement shall be determined to be invalid, unlawful, or unenforceable, such term or condition shall to that extent be severed from the remaining terms and conditions which shall continue to be valid to the fullest extent permitted by law.

## 10. RELEASE OF LIABILITY AND ASSUMPTION OF RISK

Use of the dot-art Darkroom facilities, services, equipment, or activities involves the risk of injury to you or your guests, whether you or someone else causes it. Specific risks vary from one activity to another and the risks range from minor injuries to major injuries, such as catastrophic injuries including death. In consideration of your acceptance of the benefits under this agreement, you understand and voluntarily accept this risk and agree that dot-art Darkroom, its officers, directors, employees, volunteers, agents and independent contractors will not be liable for any injury, including, without limitation, personal, bodily, or mental injury, economic loss or any damage to you, your spouse, guests, unborn child, or relatives resulting from the negligence of dot-art Darkroom or anyone on dot-art Darkroom's behalf or anyone else whether related to use of the dot-art Darkroom facilities or not. You agree to indemnify, defend, and hold harmless dot-art Darkroom against any and all liabilities, damages, defence costs, including attorneys' fees, or from any other costs incurred in connection with claims for bodily injury, wrongful death, or property damage caused by your negligence or other wrongful acts or omissions. You further agree to hold harmless, defend and indemnify dot-art Darkroom from all liability, damages, defence costs, including attorneys' fees, or from any other costs incurred in connection with claims for bodily injury, wrongful death, or property damage brought by you, your guests, or minor children, even if dot-art Darkroom was negligent. Further, you understand and acknowledge that dot-art Darkroom does not manufacture any equipment at its facilities, but purchases and/or leases equipment. You understand and acknowledge that dot-art Darkroom is providing recreational services and may not be held liable for defective products.



Print Name: \_\_\_\_\_

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

