

## **Midtown Makers Membership Terms and Conditions**

### **Retail and Exhibition Space**

Members are allocated space within Midtown for the purpose as set out in the Members Application Form.

Members are required to manage their space ensuring it is clean, tidy, eye catching and stocked on a regular basis. A Member is required to visit their space at least once each month.

Members are required to maintain a high level of visual merchandising to promote their product and service and to reflect seasonal decor and special occasions

All products must be clearly labelled, displaying price of product and trading name for recording of sales via our point of sale system. Products cannot be sold otherwise

Members must not stock any products or display any material that would be considered offensive to others

Ballymena Business Centre shall be sole arbiter of what is offensive in the event of a dispute.

Members do not have exclusivity within their craft sector or with their product range

Members are responsible for managing stock levels and stock control

Members need to take all reasonable steps to safeguard their stock and personal belongings against retail theft

Members are not permitted to erect any permanent structure or damage any part of their allocated space

Members will receive monthly payment for sales generated

Payment of Sales will be less a set percentage as a contribution towards banking charges, card payment facilities and audit [Reference on Bank Statement: Membership Fee, Sales Percentage and Month

Returns and refunds are responsibility of the Member who must comply with the Consumer Rights Act 2015 and the Consumer Contracts Regulations.

Failure to comply with Retail and Exhibition Space Terms may result in Termination of your Midtown Makers Membership Agreement

### **Health and Safety Regulations**

Members must comply with statutory regulations relevant to their specific product and service including retail, advertising and trading standards legislation

Whilst onsite Members must comply with Ballymena Business Centre Evacuation Procedures and Workplace Regulations

Common areas should be kept clear at all times with Members being mindful of trip hazards whilst stocking and merchandising products

Fire exits and walkways leading to fire exits must be kept clear at all times

As a fire precaution the use of electric and naked flame within Members designated space is strictly prohibited

Failure to comply with Health and Safety Regulation Terms may result in termination of your Midtown Makers Membership Agreement

### **Public Liability and Product Insurance**

A Member is required under this agreement to take out, maintain and comply with insurance in relation to their business activity and as a minimum this must include Public Liability and Product Liability Insurance.

A copy of Insurance Renewal must be provided each year to Ballymena Business Centre. Failure to provide evidence of valid Public Liability and Product Insurance will invalidate this Membership Agreement.

Ballymena Business Centre has in place Building and Public Liability Insurance for common areas

Ballymena Business Centre does not hold Contents Insurance to cover Members products, fixtures or fittings

Ballymena Business Centre is not responsible for damage or retail theft of Members products or contents on display

Members must take care on site not to cause or allow damage to be caused to facilities decor, fixtures and fittings both in the allocated space and in the common areas and other Members products

Products not made by the Member but used as an accessory must retain the manufacturers mark and comply with relevant safety legislation

Products sold in Midtown Makers by Ballymena Business Centre are sold on behalf of the Member and responsibility of Product Insurance resides with the Member

Where relevant products made by the Member must hold the relevant safety legislation and labelling and electrical appliances must be PAT tested

The Member agrees to indemnify Ballymena Business Centre from and against any claims arising from their non compliance

Ballymena Business Centre reserves the right to keep on file a copy of the Members Insurance Policy

Failure to comply with Public Liability and Product Insurance requirements may result in termination of your Midtown Makers Membership Agreement

### **Marketing and Promotion**

Members agree to have their business information and promotional information shared on Midtown Makers and Ballymena Business Centre website and social media platforms

Midtown Makers is a Ballymena Business Centre funded project and we expect Members to have reciprocal links to Midtown Makers on their website and social media platforms Tag @MidtownMakers #shopatmidtownmakers #midtownmakers

Members are encouraged to take promotional leaflets which are available to promote Midtown Makers at craft fairs and events

Members are required to supply information to Midtown Makers for a 'Pen Pic Bio' [artists profile, picture, social media links, contact details] for display at their space telling their story to promote them and their products and services to customers

Members are encouraged to have business cards and promotional leaflets available for customers

Members are encouraged to visit the Midtown Shop to engage in promotional activities and events; interact with fellow Members, Ballymena Business Centre Staff and Shop Customers

Members must comply with advertising and promotional standards as set out in the Consumer Right Act and the Consumer Protection from Unfair Trading Regulations

Members will be kept up to date on external opportunities that they may wish to pursue independently as an individual or in groups via Facebook Midtown Makers Network Group and/or Group Email

Booking and Management of external events are outside remit of your Membership Agreement and Ballymena Business Centre

Failure to comply with Marketing and Promotional requirements may result in termination of your Midtown Makers Membership Agreement

### **Respect For Others**

Midtown is a shared space inclusive, open and accessible to all from our community and respect for fellow Members and their products is the foundation of our social enterprise values

As a Member you will have the privilege of meeting others who are at different stages of their business journey; different stages of their creative ability and at different stages of their personal and social development

Unacceptable behaviour directly or via social media towards other Members, staff and general public will not be tolerated

Failure to comply with Respect for Others may result in termination of your Midtown Makers Membership Agreement

Ballymena Business Centre complies with Statutory Safeguarding and Equal Opportunity Policy

### **General Management Conditions**

Members will have access to ground floor common areas including shop area, and toilet facilities

Members will have no access [unless through prior arrangement] to restricted areas including point of sale desk, kitchen, store and offices

Members may pre book Workshop Space where an hourly cost will apply and will be invoiced monthly by Ballymena Business Centre.

Terms of Membership will be reviewed annually by Ballymena Business Centre with any amendments being notified to Members by email

Should VAT % Change this will be applied automatically

Members are not entitled to assign, transfer or change this Membership Agreement to any other person, organisation or business

From time to time operational management procedures may be altered by Ballymena Business Centre, any amendments will be notified to Members by email

Failure to comply with General Management Conditions may result in termination of your Midtown Makers Membership Agreement

### **Payment of Membership Fee**

Membership Fee will be invoiced and paid monthly by Direct Debit to Ballymena Business Centre via Bank of Ireland at the start of each month

Payment will commence upon return and acceptance of this Membership Agreement [or continue for existing Members]

Membership Fee will be reviewed annually. Should an increase be applied written notice will be given to the Member providing an opportunity to terminate agreement in advance of implementation date.

VAT has been applied to Membership Fee

Account Setup Charge of £30 is payable by new Members paid by BACs in advance

Insufficient funds to meet Direct Debit commitments will result in an additional fee of £20 being applied on each occasion to cover Bank Charges and administrative time.

Failure to comply with Payment of Membership Fee will lead to automatic termination of Membership

### **Termination of Membership**

Membership can be terminated at any time providing one calendar months notice submitted in writing by email to [yvonne@ballymenabusiness.co.uk](mailto:yvonne@ballymenabusiness.co.uk)

Ballymena Business Centre reserves the right to terminate Membership at any time should it be deemed that a Member fails to comply with Terms and Conditions contained in this agreement

### **Communication**

Members will be kept up to date on events, activities and general notices via Midtown Makers Facebook Group and/or Group Email

Members will be informed of any alteration to the Terms of Membership, Invoicing, Sales Payments and Management Information via email communication

Day to Day and Operational Management will be the responsibility of Midtown Makers Sales Team - Jim Stevenson and Amanda Jones who may be contacted via email at [jim@ballymenabusiness.co.uk](mailto:jim@ballymenabusiness.co.uk) and/or [amanda@ballymenabusiness.co.uk](mailto:amanda@ballymenabusiness.co.uk)

Financial Management will be the responsibility of the Finance Officer - Yvonne Marks who may be contacted via email at [yvonne@ballymenabusiness.co.uk](mailto:yvonne@ballymenabusiness.co.uk)

Normal working hours for staff to deal with queries and respond to emails are 10am to 4pm Monday to Saturday [days of work vary per staff member] out of hour response only in emergency