



The following terms and conditions have been developed so as to support the expressed mission and vision statements as publicly acknowledged by The Churn Room - atelier and store or as relates to The Back Room.

This is a living breathing document, and will be updated as required. Updates to the Terms and Conditions may occur during your contracted time of engagement. Acceptance of updates will be required to continue your engagement contract with us.

To accept these Terms and Conditions, please review, sign and return to [admin@thechurnroom.com.au](mailto:admin@thechurnroom.com.au) along with your appropriate Application Form 7 days prior to the commencement of your contracted agreement.

## Definition of Terms

- “us” “our” refers to The Churn Room director/s and/or their appointed team
- “Maker” refers to an Artisan Merchant, Working Artisan - permanent, short term and casual, Artisan Workshop Facilitator, Artist in Residence, or Exhibiting Artist.
- Artisan Merchant - a maker selling goods through the The Churn Room store
- Working Artisan - a maker renting permanent or short term making space in The Churn Room
- Artisan Workshop Facilitator - a maker/teacher renting workshop space in The Churn Room or The Back Room
- Artist in Residence - a maker/artist occupying space by application or invitation, for the purpose of undertaking specific creative project or process for a specified time
- Casual Artisan - a maker/artist occupying space by application or invitation for a 1-3 week period
- Exhibiting Artist - a maker/artist hiring exhibition space
- Hirer - a person hiring any space within the Churn Room or Back Room for their contracted purpose.
- Permanent Contract - a contract lasting 6 months or longer
- Short term or temporary contract - a contact lasting 1-6 months
- Casual contract - a contract lasting up to 1 month

## Terms and Conditions

### Application procedure

- Completion of the Expression of Interest/Application form will be via The Churn Room website
- Notification of receipt of the EOI or application by email and a date where the application will be reviewed by us.
- Information pack sent which includes an outline of costs and inclusions.
- Communication from the maker to proceed with the formal application process
- Invitation by us to an in person interview and assessment as part of application process
- Signing and completion of documents by the maker including contract of terms, full

## **Contract Terms**

- Variations will apply and be dependent on time of contract, use of space, and agreements where appropriate and as made with us.
- The minimum contract term for merchants will be 4 months unless otherwise negotiated.
- The contract term for permanent Working Artisans will be 6 months unless otherwise negotiated.
- The Contract term for short term Working Artisans may be limited to 1-6 months.
- Terms for an Artist in Residence position or Exhibiting Artist will be stated in your application form and/ or as negotiated.

## **Initial trial period**

- All Makers will be subject to a trial period where contracts may be cancelled without penalty by both parties.
- Trial period will be specified at the time of application and noted on your application form.
- All monies owing up to the end of your trial period must be settled before early exit of contract.

## **Termination policy**

- One month notice in advance and in writing is required to terminate the contract and can be requested by either the maker or us.
- Any monies owing will need to be settled prior to the exit of the contract.
- Makers are required to leave their space as they found it at the beginning of their contract.
- Additional cleaning or damage repair will incur a deduction from the bond.
- The directors of The Churn Room reserve the right to cancel the contract of any party not holding to the conditions of the contract under the Terms and Conditions.

## **Payments Made by Makers Policy**

The **Cost and Inclusions** document explains to you the range of inclusions and associated costs.

- Invoices for monies owing will be issued at the beginning of the month with payment due by the due date.

Working Artisan Makers are required to:

- Make payment according to agreed costs as outlined in the **Costs and Inclusions** document and according to the The Churn Room's payment policy.
- Pay first month in advance and thereafter make ongoing monthly payments for the term of the contract.
- Payment will be made within 7 days of receiving the invoice
- In the event that the Makers fail to make payment at the agreed timeline, an admin fee of \$25 may be charged.
- In the event of late payment The Churn Room reserves the right to deduct the rental amount from sales of Maker goods.
- In the event of financial hardship experienced by the maker, the directors will make every attempt to negotiate suitable solutions. If a solution cannot be found to suit the Maker and Us then the director/s reserve the right to cancel the contract and hold any goods until payment is made.
- Where applicable, the bond will be reimbursed to the Maker at the end of the contract term.

- In the event that additional cleaning or cost of repairs is required during your contract OR at the end of your contract, and that exceed the bond amount, an invoice will be generated requiring payment by the Maker within 7 days of issue.
- Keep up to date with current government requirements to operate within the shared space of The Churn Room.

Artisan Merchants are required to:

- Pay first month in advance as outlined in the Costs and Inclusions document, prior to delivery of goods to The Churn Room store
- Thereafter ongoing monthly payments will be deducted from the proceeds of sales of your goods, with the surplus balance paid by us into your nominated bank account as stated on your application form.
- In the event of short fall, we will generate an invoice for the balance which shall be paid by the Maker into The Churn Room account within 7 days of issue.
- In the event that the Makers fail to make payment at the agreed timeline, an admin fee of \$25 may be charged at our discretion.
- In the event of financial hardship experienced by the maker, the directors will make every attempt to negotiate suitable solutions. If a solution cannot be found to suit the Maker and Us, we reserve the right to cancel the contract and hold any goods until payment is made.
- Where no attempt to inform us as to the reason for failure to make payment and where we have made reasonable effort to contact the Maker we reserve the right to price and sell the Maker's products and retain the sales money to cover costs or until payment has been made.

Workshop Artisan Facilitators are required to :

- Pay a \$50 non-refundable deposit to secure your workshop date.
- Settle the balance of workshop fees due as invoiced directly after the workshop within 7 days.
- Additional \$50/hour in the event that event or pack down exceeds booked hours as arranged.
- In the event of accidental damage to equipment owned by The Churn Room, reimbursement for repair costs will be required, an invoice issued and payment required within 7 days.

Artist in Residence is required to:

- Make payment according to agreed costs as outlined in the **Costs and Inclusions** document and according to the The Churn Room's payment policy.
- Pay in advance or as arranged for the term of the residency, and within 7 days of receiving the invoice.
- In the event of accidental damage to equipment owned by The Churn Room, reimbursement for costs will be required, an invoice issued and payment required within 7 days.

### **Payments to Makers policy**

- Monthly sales reports will be generated from our POS system and surplus payments disbursed into the nominated bank account provided by the Makers at the time of application within 7 business days of the end of the month.
- Relevant sales statements/reports will be provided to each Maker for their information.
- Sales reports will be restricted to the limitations of information provided by the Maker for the POS equipment.
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## **Stock policy**

- ALL stock will be provided by the Maker marked, ticketed, and listed on the suitable spreadsheet required to load into the POS system before stock will be made available on the store floor.
- If stock has poor sales performance, and/or remains unsold, for an extended period of time, it will be deemed "stale" by The Churn Room.
- The Churn Room may request the merchant or maker to refresh stock with new products as required.
- The Churn Room will negotiate with the maker positive performance strategies to improve outcomes.
- In the event of a continuation of poor sales performance, The Churn Room reserves the right to re-negotiate or cancel contracts.
- Makers will be responsible for stock take of their own goods and services
- In the case of discrepancies found in stock take, the Maker will notify The Churn Room to investigate.

## **Theft policy**

- All practical measures will be undertaken to secure Maker areas and goods from theft, with a secure premise locked outside of business hours, monitoring from staff within business hours and all money taken off site after business hours.
- In the event of theft, The Churn Room will be financially responsible for 50% of the retail value at the time of theft, to the total value of \$500 per artist.
- In the event of theft discovered by The Churn Room, merchants will be notified as soon as possible.

## **Breakages policy**

- Displays will be arranged to minimise breakages with the inclusion of free flowing traffic areas and appropriate displays for the range of goods in the store.
- In the event of breakage, if customer is deemed responsible, the customer will be asked to pay for the damage of the goods paying no less than 50% of the retail value.
- In the event of breakage and where the customer refuses to pay for the damage of the goods, we will be financially responsible for 50% of the retail value at the time of breakage. to the total value of \$500 per artist.
- In the event of breakage by another maker they will be responsible for 50% of the retail value at the time of breakage to the total value of \$500 per artist.
- Makers will be notified within 24hours of the breakage.
- The broken item will be retained and made available for the Maker to collect or replace.
- If the broken item is unable to be collected by the Maker, any postage costs will be incurred by the Maker.

## **Cleaning**

- The working artisan spaces and exhibition project space will be given to the Maker in a clean condition.
- The Maker must keep their work space/exhibition space in a clean condition. Please note any spillage to the surfaces should be cleaned by the Maker and all areas kept clean and tidy to a professional standard at all times.

- The Maker is to remove all rubbish. Rubbish can be placed in the appropriate council bins on site at the back of the butter factory and to comply with the appropriate recycling practises.
- Security bonds will be held until seven (7) days after the conclusion of contracts and will be refunded after an inspection has been completed and the space deemed to have been returned in the same condition found by the Maker prior to the commencement of the event. Should the venue be deemed not to have been returned in the same condition as it was hired the bond will not be returned.

## **Exhibition or Project space Hire - The Back Room**

- The Maker/Hirer will take out and maintain all necessary insurances including adequate contents insurance, volunteers' insurance and workers compensation for the Hirer's employees, agents and licensees (if any).
- The Maker/Hirer will return the venue to the condition it was in at the commencement of the term of hire or will forfeit the security bond. Return of the security bond is dependent on the conditions outlined in your contract and this Terms and Conditions document.
- The Maker/Hirer will allow The Churn Room and its employees, agents and other contracted artisans all reasonable access.
- The Maker/Hirer agree to inform us immediately if any breakage or damage to the space, it's fitting or fixtures occurs. The Maker/Hirer is responsible for any damage or loss suffered by us that is caused by the negligence of the Maker/Hirer and is responsible for any costs associated with repairs.
- The Maker/Hirer agree to negotiate timing of events (eg. Opening events, workshops, talks etc) with us to ensure they occur at appropriate times and compliment other events and exhibitions in the space.
- Installation, hanging and de-installing of artwork/products/display is the responsibility of the Maker/Hirer. The Maker/Hirer agrees to discuss display requirements and plans with us prior to the installation period.
- The Maker/Hirer agrees to consult with us before using any equipment and shall not alter any fixtures in the space provided by The Churn Room/The Back Room.
- The Maker/Hirer accepts and agrees to hire the space documented in the contract of hire, as presented at the time of contract, in an as is condition and understands the environment of the space built or otherwise, has considered the impact of disasters natural or unforeseen or any other loss.
- There is limited display and hanging fixture systems for all surfaces. Various display equipment may be available when prearranged.
- Where and when prearranged, assistance with advice and installations may be available by us for the installation, hanging and/or demounting of the display. eg. Tools/equipment for hanging \$50 flat fee, Curatorial assistance \$50/hr (minimum 2hr).
- The Churn Room director/s or their appointed staff have the right to withdraw work from the space if the work is obscene, defamatory or discriminatory or involves a breach of copyright or other rights or if the work is deemed by us to be incompatible with our vision/mission or standards.
- Access keys will only be granted if all payments have been received into The Churn Room bank account and will be provided on the morning of the commencement of their hire and to be returned on completion of the hire period by 6pm.

### **Cancellation - Termination Policy - Exhibition Hire**

- Each party has the right to terminate the agreement up to 90 days prior to the booking.
- If the agreement is terminated by the Hirer they will forfeit bond/deposit.
- If the terminating party is The Churn Room, all payments will be refunded.
- Additionally, The Churn Room may terminate this agreement and retain the deposit if the Maker/Hirer has not paid any instalment of the hire fee within the due date.
- If either party is in breach of the obligations, the other party may give the party at fault written notice of the breach and give 7 days within which to remedy the said breach. If the breach remains unresolved the agreement may be terminated.

### **Postponement Policy**

- If an exhibition or project needs to be postponed a \$200 fee will be retained to cover costs of administration.
- If a workshop needs to be postponed the deposit will be held over to the secure the next available date.

### **Promotions Policy**

- The responsibility and costs of publicity and promotion will be borne by the Maker/Hirer/s.
- It is expected that the Maker/Hirer/s make all efforts in pursuit of publicity for their project.
- If printing advertisement material, the Maker/Hirer/s is encourage to deliver it to us at least one month prior to use for promotional purposes.
- The Churn Room agrees to promote our Makers/Hirer/s on our website and instagram. As such it is the responsibility of the Maker/Hirer to provide a minimum of 2 high quality jpeg images and relevant information as soon as possible after engaging in a contract for use of the spaces at The Churn Room.
- When promoting work or exhibitions or projects in The Back Room the Maker/Hirer/s agree to include The Churn Room logo in written or digital communications.
- For our records The Churn Room may document work, exhibitions, or projects and use these images for promotional purposes.
- The Makers/Hirer/s are responsible for his/her own documentation.

### **Copyright**

- The copyright in each work shall remain the property of the Maker/Hirer/s.

### **Storage**

- There is limited storage space available. All packaging is to be behind the counter or stored in your designated working artisan making space or be removed from the space if appropriate storage can't be designed into those areas.
- The Churn Room is not responsible for any work or equipment left in working artisan making spaces or in The Back Room exhibition/project space and any items left behind after a period of two weeks after your contract ends become the property of The Churn Room.

### **Quality Assurance policy**

- The Churn Room reserves the right to assess goods and services as suitable for display, sales and/inclusion in store.

- The Maker will retain flexibility in the set up of their dedicated workspace, however, The Churn Room reserves the right to assess and deem appropriate that workspace.
- Should a drop or change in quality be assessed by us, we will be interested in understanding the cause, and will need to consider the ongoing suitability of your goods to protect the standards of business for the other makers in the space.

### **Sustainability Policy**

We actively strive for all makers to work in an ethical and environmentally sustainable way. We value Makers who use sustainable practices which include:

- minimising waste in production processes
- use of natural/recycled raw materials in production and packaging
- using materials from companies maintaining transparency with regards to ethics and sustainability.
- appreciating the work of employees with fair, legal and equitable policies
- seeking sustainable business practices in business operations

### **Limitation of Work Policy**

We aim to create an artistic community that shares ideas and practices. We encourage our fellow makers to shine within their chosen creative endeavour. We ask that artists refrain from moving into another Maker's scope of work specific to those Makers in our artistic community unless in a collaborative fashion. If any Maker believes another is encroaching on their individual work the expectation is for both parties to follow the Communication, Complaints and Disputes Policy as outlined, and in consultation with us.

### **Communication policy**

- Makers will conduct themselves with a kind, friendly, honest, inclusive and positive disposition at all times in all dealings both with each other and with visitors to the space.
- Regular communication by all Makers in the form of timely conversations is expected.
- In the event that a formal conversation is required, a meeting between relevant parties by either The Churn Room and/or the Maker may be requested and scheduled.
- In the case of any dispute please refer to the Complaints and Disputes policy below.

### **Complaints and Disputes**

- We have a complaints process in place and will endeavour to see a resolution of a complaint or dispute to the mutual satisfaction of all parties involved.
- Makers will calmly and professionally engage in a conversation with relevant parties.
- Any dispute must be held in private and away from the vicinity of customers or fellow vendors.
- The Churn Room director/s will mediate any disputes upon request. Formal correspondence and documentation will be required to support and document any such mediation process.
- The Churn Room director/s will initiate external dispute resolution prior to any legal claim being formally commenced. Note, this does not override the rights of either party to seek legal action to enforce contractual rights under this contract.

## **Marketing policy**

- The Churn Room agrees to promote our Makers/Hirer/s on our website and instagram. As such it is the responsibility of the Maker/Hirer to provide a minimum of 2 high quality jpeg images and relevant information as soon as possible after engaging in a contract for use of the spaces at The Churn Room.
- The Churn Room will maintain an active website, and seek where appropriate other promotions in wider media.
- Where appropriate, The Churn room will use print materials to undertake promotions at public events and with other stores and markets.
- For our records The Churn Room may document work, exhibitions, or projects and use these images for promotional purposes.
- On starting a contract with Us, The Churn Room will announce the Maker on social media and with our database, introducing you and your brand.
- Ongoing social media posts or Newsletter content that have been curated by the director/s featuring all Makers within The Churn Room. We reserve the right to dictate the frequency of these activities.
- Curated videos will be used to communicate makers process to our audiences.
- Paid promotions on social or print media may occur from time to time promoting The Churn Room and its Makers.
- It is expected that Makers will also undertake cross promotion of their own brand and their association with The Churn Room.
- Consultation with The Churn Room is expected if the Maker wishes to include The Churn Room in personal brand promotions.

## **Intellectual Property**

- Intellectual property includes but is not limited to all work products developed in whole or in part by The Churn Room and includes all rights with respect to The Churn Room's copyright, company branding, concept, designs, ideas, information, process, and data.
- Makers will be asked to give permission to The Churn Room to use images provided to The Churn Room for purposes of marketing and promotion.
- The Churn Room will not use any images supplied by artist or merchant for any purpose other than marketing and promotions of activities relevant to The Churn Room business.
- The Churn Room advises Makers to retain copyright statements for their own goods and services.
- The Churn Room is not liable for securing the intellectual property and/or copyright of Maker goods and services, or associated creative endeavours.
- The Churn Room may document work, exhibitions, or projects and use these images for promotional purposes.



## **Limitation of Liability**

- The Churn Room will provide services with all reasonable care and skill.
- Liability to the Maker is limited to losses, damages, costs and expenses directly caused by The Churn Room's negligence or wilful default.
- The Churn Room's liability may also be limited by the companies act under which we operate.
- The Churn Room's insurance policy does not include content insurance for the work of merchants, artisan makers or exhibiting artists. It is the responsibility of the maker to include contents insurance for their own products if applicable.

## **Acceptance of Terms**

- Your signature indicates your agreement between both parties and may only be amended in writing.
- Agreement to these Terms and Conditions will be constituted in accordance with the laws of Queensland, Australia.

Please sign and return this document to indicate that it has been read and is in accordance with your understanding of the terms of your contract. This contract will be effective for the entirety of the Makers' involvement with The Churn Room unless otherwise negotiated and amended.

**Signature of Director**

**Date** / /

*Acknowledged on behalf of The Churn Room Pty Ltd*

**Signature of Artisan**

**Date** / /

*Acknowledged by (please print your name)*