

## **The Fine Furniture Guild**

### **Terms and Conditions of Membership**

#### **1. Definitions**

A “member” is the Chippendale International School of Furniture alumni, or the company he or she owns, manages or works for, following acceptance by The Guild of fine furniture makers.

“Membership” is defined by the period for which a member has paid any requisite fee, and has agreed to, and abided by, the Terms and Conditions of membership.

“The Guild” is the Fine Furniture Guild, set up to promote the work and expertise of alumni of the Chippendale International School of Furniture.

“The fee” is the cost of special promotional placement on the website, which must be paid in full.

#### **2. Agreement**

It is understood that alumni applying for membership will have agreed to the Guild’s Terms and Conditions. Members will be sent a copy of these Terms and Conditions with their membership application, and they should be retained for future reference.

#### **3. The Guild**

The Guild is a membership-based initiative, entirely comprising alumni of the Chippendale International School of Furniture who have successfully completed the School’s 30-week immersive course, and who meet the Guild’s membership criteria.

#### **4. Services**

The Guild will provide a personalised portal through which members can upload information on themselves, their company, and specific products or areas of expertise. The Guild will maintain, manage and promote this composite website.

The Guild will make no charge for work commissioned from the composite website but, for management purposes, does ask that members voluntarily tell the Guild of the value of contracts won. This information will not be shared with other members, and used solely for management and promotional purposes.

Any material changes to the Guild will be notified to members, and issues of principle will require a vote of members, in accordance with the Guild’s Constitution.

#### **5. Membership criteria**

The Guild requires members to be full or part-time woodworkers or be in the process of setting up their own business.

Members must therefore have a corporate website, to which the Guild can direct traffic and enquiries.

Membership of the Guild resides with individual alumni. A company to which a member is an employee cannot claim to be a corporate member of the Guild, or in any way to convey that impression.

#### **6. Membership responsibilities**

Information posted by members on the Guild’s website will be legally assumed to be honest and accurate. Material breaches may lead to membership being withdrawn.

To maintain quality, the Guild may require members to provide good quality images in support of their entries. Definitions of quality are a matter for the Guild which will moderate all member entries, both writing and imagery.

#### **7. Contractual liability**

The Guild simply provides a quality-driven portal through which potential customers can find specific products or woodworkers.

The Guild accepts no liability for the accuracy of information posted on its website, and responsibility for customer contracts entered into by members are a matter solely for members.

The Guild accepts no contractual or financial liability in respect of any issue between a member and customer.

Where the Guild becomes aware of a significant contractual issue between a member and customer, this may be considered a material breach and result in loss of membership.

## **8. Warranties and Liability**

The Guild warrants to members that it will maintain, manage and promote the Guild's website using reasonable care and skill as far as reasonably possible. Where the Guild uses the service of any agent or third party, it does not give any warranty, guarantee or indemnity in that respect.

The Guild shall not be liable to a member or members, or be deemed to be in breach of these Terms and Conditions, by reason of any delay in performing, or any failure to perform, any of the Guild's obligations, if the delay or failure is due to any cause beyond the Guild's reasonable control.

## **9. Disputes**

Any member can raise in writing an issue of concern with the Guild at any time, and the Guild warrants to fully address such issues and to respond in writing. Members then have the option of requesting that the issue be determined by the Guild's management committee, which has a member representative, and whose determination will be final.

## **10. Termination of Membership**

A member may terminate their membership at any time in writing.

The member will not normally be entitled to any financial recompense for the unexpired period of their promoted membership, although payment may be made at the discretion of the Guild's management.

Either party may at any time terminate the contract by immediate written notice if the other commits any material breach of these Terms and Conditions or goes into liquidation, becomes bankrupt, makes a voluntary arrangement with its creditors or has a receiver or administrator appointed.

If any member breaches any of the Terms and Conditions of membership, and is removed from membership, promoted membership fees will not be returned.

## **11. General**

Notices from the Guild will be sent, usually by electronic mail, to the address given on the member's membership form, unless the Guild is otherwise informed in writing.

Scottish law applies to the agreement between the Guild and its members, and the parties agree to submit to the jurisdiction of the Scottish courts.

Members should conduct themselves in a professional and business-like manner, treating other members and customers with respect at all times. If the Guild receives a complaint about any member's behaviour, it reserves the right to suspend or terminate membership.

Membership of the Guild is at the sole discretion of the Guild and it reserves the right to refuse membership, while being required to provide a written reason.