



Workroom CREATE Terms and Conditions and Code of Conduct.

The Terms and Conditions set out in this document and information in the attached form are between the Applicant and Arts University Plymouth (the University). This agreement is personal to the Applicant and is not transferable to any other person. Applicants are normally required to be a graduate of Arts University Plymouth's Undergraduate or Postgraduate courses, and you must have had an induction in the area you wish to use during the last 5 years. The University reserves the right, at its sole discretion, to refuse or withdraw any application without providing reason or justification. Submission of, or correspondence regarding, an application does not guarantee acceptance. All decisions made by the University shall be considered final and binding.

The Applicant within this agreement agrees to adhere to the University's Facilities Access Code of Conduct (see below). Any breach of the Facilities Access Code of Conduct will result in the immediate termination of this agreement.

The Applicant is responsible for all financial obligations within this agreement.

Membership Fees and Access

1. The standard annual membership fee is **£420**, payable in 12 monthly instalments of **£35** each. This monthly payment plan is designed to spread the cost evenly across the year. **The £420 fee covers access for 10 months in total, with the payments divided into 12 instalments for convenience.**
 - Monthly instalments are payable in advance.
 - A one-month deposit is required at the start of membership.
 - Members must give one month's written notice to end their membership.
2. Members may instead choose to pay a one-off, upfront discounted fee of **£325** for a full year. This provides the same 10 months of access at a reduced total cost in recognition of advance payment. **This provides a saving of £95 compared to the monthly payment plan.**
3. Membership access is for 10 months within a 12-month cycle. This allows for planned closures during:
 - August (maintenance closure)
 - Christmas holiday period
 - Easter holiday period
4. Any additional short-term closures due to unforeseen circumstances (for example, essential repairs or events outside our control) are not included within the 10-month allocation. Members will be notified as soon as possible in these instances. No

refunds will be given in respect of such unforeseen short-term closures.

5. Membership access, benefits, and conditions are identical under both payment options.

Payment Option	Cost	Total Paid	Access Period	Conditions
Pay Monthly	£35 per month (12 instalments)	£420	10 months	• One-month deposit (£35) on joining plus monthly fee of £35 payable in advance • One-month notice to end
Pay Upfront	£325 annually	£325	10 months	• Discounted rate for advance payment, making a saving of £95 • Auto-renews, notify before automatic renewal to end.

The Applicant understands and accepts that once they are accepted onto the programme they will be emailed a link to GoCardless where they will need to complete a Direct Debit Mandate form online within the GoCardless website.

For monthly payment members, fees are due on the 1st of each month. Payment will be collected by Direct Debit between the 1st and 5th of the month. This window allows for processing around weekends and bank holidays.

Non-Payment of Fees (Monthly Members Only)

If a monthly payment is missed, the one-month deposit will automatically be applied to enable that month's access. The membership will then be cancelled.

To avoid losing access, members must immediately inform the University if a payment has failed in error and must replenish the deposit in full. Failure to do so will result in loss of membership access. In the event of non payment the University will cancel remaining bookings and refuse further bookings until the account is paid in full.

Deposit Return (Monthly Members Only)



The one-month deposit is held as security against non-payment. The deposit will be returned in full at the end of the membership so long as:

- paid all monthly fees due up to the point of giving notice; and
- provided the required one month's notice in writing; and
- paid in advance for their final month of access.

If a member gives notice but fails to pay the final month's fee, the deposit will be used to cover that period, and no refund will be made.

Annual Renewal (Annual Members only)

Annual memberships cannot be cancelled during the membership term.

Annual memberships will automatically renew each year at the applicable annual rate, with payment taken using the original payment method provided at the membership set up. Members will be contacted at least one month before the renewal date with details of the upcoming renewal.

If a member does not wish to renew, they must provide written notification of cancellation at least one day before the renewal date to prevent the renewal payment being taken.

Health and Safety and Competency (Applicant)

The Applicant must complete all Health and Safety and competency training and inductions, including Fire and First Aid, provided by the University before commencing any work.

The content, format, and standards of technical or other competency assessments will be determined by the University's appointed specialist technical staff (Studio Coordinators). These staff members are designated as "competent persons" in their respective areas. Their decision is final and will determine which equipment and processes the Applicant is authorised to use.

If the Studio Coordinators have concerns about the Applicant's technical or other competencies at any time, they may withdraw the University's permissions or require further assessment.

University staff will be present during the session to manage the safe working and good practice of the studio. University staff are not available to actively assist in any element of the production and their role is to ensure that health and safety processes are adhered to.

If the Applicant at any time uses equipment or processes for which they are not deemed competent, the University will cancel the agreement and no refunds will be given.



If the Applicant, at any time acts in a way deemed to be unsafe, does not follow health and safety protocols, or ignores direction from University staff the University reserves the right to cancel this agreement immediately and without refund of any payments made

Booking:

This agreement provides the terms for a booking and the use of the spaces stated in the application and agreed through confirmation of the acceptance of application. The days available for booking are Wednesdays 10:00am-4:30pm (closed for lunch 12:30pm-1:30pm) and Fridays 1:30pm-4:30pm (Sew Lab facilities are unavailable on Fridays), during the programme and once all relevant onboarding has been completed.

All bookings must be made via Smarthub (the booking system), and Smarthub training must be completed before access is granted. A confirmed booking in Smarthub guarantees the Applicant's right to use the space for that period. If on arrival the Applicant finds the space in use by someone else, they may politely request that the space be vacated. If the Applicant prefers not to do so, they should inform the Studio Coordinator, who will resolve the matter on their behalf.

The University will endeavour to communicate any closure or non-access periods to the Applicant in advance. The University is not responsible for any direct or indirect financial loss to the Applicant as a result of cancellation.

If University technical staff are unavailable due to illness, other unplanned leave, or unexpected equipment issues, the booking will not be able to go ahead. If a booking needs to be cancelled due to these circumstances, the University will contact the Applicant at the earliest opportunity. The University is not responsible for any direct or indirect financial loss to the Applicant as a result of cancellation.

Cancellation of booking by the Applicant

The Applicant should cancel their booking via Smarthub. If you are unable to do so please contact the Technical Resource Manager or relevant Studio Coordinator. Repeated unattended/uncancelled sessions may result in the termination of the agreement by the university.

Marketing, Press and Communications:

The University celebrates the artists and communities we work with and through the agreement, the Applicant is consenting to the University using images of you using the space, or your work (unless you specifically request that we do not) and to discussing this activity and the relationship, and to potentially being asked to contribute towards marketing efforts to promote Workroom Create (i.e. using the Applicant's testimonials or images of the Applicant or their work in marketing materials).

Confidentiality



The Applicant will be operating in a shared working space with multiple types of users. The Applicant agrees to keep confidential any information of a commercial or other sensitive nature that they may be party to during the delivery of this agreement; this extends to the University, our students, or other users including commercial clients.

Liability and Insurance

Applicants are responsible for arranging their own insurance to cover any personal work, equipment, or materials brought onto the premises, based on the value they place on those items. Any work or property left on-site is done so entirely at the member's own risk. All external resources or equipment intended for use on the premises must be approved in advance by the programme manager and must also be covered by the member's own insurance policy. The University does not accept liability for any loss of, or damage to, the Applicant's property while on site.

Data Protection

We are committed to protecting your personal data in accordance with applicable data protection laws. The personal information you provide through the membership application, including your name, email address, phone number, and home address, will be used solely for administering your alumni membership and associated services. Please note that payment details are handled by a third-party provider, GoCardless, and we do not have access to your full bank details. For more information on how we collect, use, and store your data, please refer to our full Data Protection Policy available on our main website.

Storage

While on campus, lockers can be available for holding any personal possessions while on site. These lockers are situated in Charles cross link near our Material Lab at the south side of Campus.

Storage in Studio spaces is not provided. You will be expected to take any work away with you on the day of your visit, or you should speak to a studio coordinator before making the work to enquire if any space is available. Storage space is not guaranteed and should not be expected.

Dispute Resolution

Any concerns or disputes arising under this agreement should be raised in writing with the University. The University will review the matter fairly and respond as soon as reasonably practicable. The University's decision in all matters relating to this agreement, including membership, access, termination, and enforcement of the Code of Conduct, is final. This clause does not affect your statutory rights.

Programme or Facility Closure

Workroom CREATE Membership provides access for 10 months within a 12-month cycle, taking into account planned closures in August, at Christmas, and at Easter.



If access to the area a member has been inducted into is closed for an extended, indefinite, or permanent period, or if the Workroom CREATE programme is permanently withdrawn:

- **Monthly members** may cancel immediately without penalty, and their deposit will be returned in full
- **Annual members** will receive a pro-rata refund for the unused portion of their membership, calculated to the nearest full month

This provision does not apply to the planned closure periods already accounted for within the membership cycle or to any additional unforeseen partial or temporary closures.

Facility Access Code of Conduct

We are looking forward to welcoming you into our creative community. You will be operating within a space which is primarily for the use of our students. As such it is important that we protect the safe space we have created within the University, therefore you have a duty of care towards the people we work with. You are likely to be seen as a role model by our students and are expected to act appropriately.

We expect people who access our facilities and work alongside our students to display the below positive behaviours at all times.

Positive Behaviours

You are responsible for:

- contributing to a safe environment for yourself and others accessing the workspace
- supporting an inclusive environment that values diversity and promotes equality
- following all University principles, policies, and procedures at all times
- complying with statutory health and safety law at all times
- reporting any breaches of the Code of Conduct to the Studio Coordinator
- reporting defects, faults, and breakages to the Studio Coordinator working within the risk controls in place across all studio areas
- contributing to a friendly, welcoming, and supportive community alongside University staff and students
- treating all individuals with respect regardless of their race, gender, age, disability, religion, sexual orientation, or background

Inappropriate behaviour

When operating alongside staff and students (which may include those who are under the age of 18), you must not:

- allow concerns or allegations to go unreported
- consume alcohol or use illegal substances on the premises at any time
- patronise or belittle others working in or accessing the studio
- make assumptions or comments based on stereotypes or protected characteristics
- engage in discriminatory, harassing, or bullying behaviour in any form, including verbal, physical, or digital



- make sarcastic, insensitive, derogatory or sexually suggestive comments or gestures to or in front of anyone, particularly those under the age of 18
- develop inappropriate relationships with anyone accessing the studio under the age of 18
- engage in behaviour that is in any way abusive, including having any form of sexual contact with anyone in the University, particularly with those under the age of 18

Upholding this Code of Conduct

You should always follow this code of conduct and never rely on your reputation or that of our organisation to protect you. Failure to comply with this Code of Conduct may result in suspension or revocation of access to University facilities.