



Club Membership Terms & Conditions

Club Collection Rental Terms

NOTICE:

For legal purposes, your Atelier Membership Fee is composed of two parts: Membership and Art Rental Fee. Hence the two parts to these Terms.

ATELIER CLUB MEMBERSHIP TERMS & CONDITIONS

1. Atelier Club Membership

- 1.1. This Membership Agreement is made between Atelier Club Limited ('Atelier') and the Club Member and consists of an Application Form (accessed through the [Atelier Club website](#)), a Membership (or Renewal) Confirmation (as the case may be) and these Membership Terms & Conditions.
- 1.2. This Membership Agreement shall be interpreted in accordance with Schedule 1 (*Definitions and Interpretation*).
- 1.3. By submitting an Application Form, the individual, body or association named on the Application Form is offering to subscribe for the Club Services having read, understood and, if the application is successful, confirmed an agreement to be bound by these Membership Terms & Conditions and the Atelier Privacy Policy (published on the [Atelier Club website](#)). Confirmation of receipt of an Application Form will usually be made within 24 hours, however this is not confirmation that an offer to subscribe to the Club Services is or will be accepted by Atelier. Atelier may accept or reject an application at its discretion.
- 1.4. Upon acceptance of an application and payment of the Joining Fee and Membership Fee, the individual, body or association will become a 'Club Member' and Atelier agrees to provide the Club Member with the Club Services from the Effective Date and on a continuing basis unless or until Membership ceases pursuant to Section 7.
- 1.5. Club Member benefits are set out in Section 3 (the 'Club Services') and include the opportunity to enjoy Artwork from the Club Collection at home (pursuant to separate Club Collection Rental Terms stated in Schedule 2). 'Membership' or being a 'Club Member' denotes the provision of the Club Services pursuant to this Membership Agreement and not any ownership, right or interest in Atelier. Club Members will not own any Artwork within the Atelier Club Collection. For the avoidance of doubt, these Membership Terms & Conditions do not give Club Members the right to rent (or require Atelier to rent) Artwork. Rental terms are governed exclusively by the Club Collection Rental Terms which prevail in the event of any conflict with these Membership Terms & Conditions.

- 1.6. The Club Services are provided by Atelier to the Club Member for the relevant Membership Fees which are fixed on an annual basis as set out in Section 2.

2. Membership Fees

- 2.1. Club Members must pay a one-off Joining Fee at the start of their Membership. Should Club Members cancel their Membership pursuant to Section 7.1, Atelier will refund the Joining Fee in full plus any fees or charges paid by the Club Member to Atelier. Should Membership end at any time following the cooling-off period, pursuant to Sections 7.2 or 7.3, the Joining Fee is non-refundable.
- 2.2. Club Members must pay the Membership Fees in advance on the Membership Fee Payment Date set out in their Membership Confirmation every month while a Club Member and at the monthly rate applicable for the Subscription Year.
- 2.3. The monthly Membership Fees are fixed by Atelier for 12-months commencing on 1 January each year (Subscription Year) and are those stated within the Club Member's Membership Confirmation or Renewal Confirmation, as applicable. Membership Fees are also published on the Atelier website.
- 2.4. Membership Fees shall be paid by direct debit or by such other method or arrangement as agreed by Atelier with the Club Member in writing.

3. Club Services

- 3.1. Atelier will provide the Club Member with the following services while the Membership subsists:
 - 3.1.1. Access to the Atelier Club Community through an online communication platform that facilitates chats, discussions, voting for new art acquisitions etc;
 - 3.1.2. A Member's Discount (at the rate published on the Atelier Club website) on Food & Beverage at any Atelier Club Premises;
 - 3.1.3. A Member's Discount on art acquisitions made through Atelier Club's sister company, Art Stokk Limited;
 - 3.1.4. Exclusive access to educational materials on the artists and Artworks within the Atelier Club Collection;

- 3.1.5. Access to exclusive art events organised by Atelier;
- 3.1.6. Up to one (1) hour of free art consultancy per year provided exclusively by Atelier or an affiliate (Premium Membership only);
- 3.1.7. The exclusive option to hire (subject to Club Collection Rental Terms) pieces from the Club Collection for up to two (2) months at a time. Once the fixed period is over, Atelier will exchange the piece for another from the Club Collection and so on, all as more fully set out in the Club Collection Rental Terms. This way, while a Club Member, you can experience a number of pieces from the Club Collection in your own home.
- 3.2. Atelier shall use its reasonable endeavours to provide the Club Services at or within advertised times, as applicable to the Club Service
- 3.3. Atelier may at any time and without notice make changes to the Club Services which are necessary to comply with any law or regulation and/or which do not materially affect the nature or quality of the Club Services. Any other changes or additions to the Club Services will be notified to Club Members in advance of such changes taking effect.
- 4. Atelier Club Application Process and Approval**
- 4.1. Without prejudice to Section 1, applicants must, at a minimum, satisfy the Eligibility Criteria prevailing at the date of receipt of the Application Form and on a continuing basis while a Club Member in order to be considered for Membership. Satisfying the Eligibility Criteria does not, of itself, guarantee that an application will be accepted or that Atelier will not exercise its rights to end the Club Member's membership. Atelier will accept or reject an offer to become a Club Member and/or agree to the continuation of the Club Member's Membership into the next Subscription Year at its absolute discretion.
- 4.2. Atelier reserves the right to change the Eligibility Criteria at any time and without prior notice unless such changes are considered material to a Club Member's continuing eligibility in which case Atelier will provide reasonable notice to affected Club Members.
- 4.3. **Members agree that by submitting an Application Form they consent to Atelier conducting identity verification checks, including a credit check with a licensed credit reference agency, in accordance with applicable law and regulations.**

- 4.4. Without prejudice to Section 1, Atelier will use its reasonable endeavours to confirm or reject offers to become a Club Member, pursuant to a completed Application Form, within seven (7) business days. This may be extended in the event Atelier considers the Application Form to be incomplete or Atelier requires further information from the applicant before accepting or rejecting an application.
- 4.5. While Atelier will endeavour to keep the applicant informed on the progress of their application, any failure to do so (whether considered reasonable or not) that results in a delay to the processing of an application beyond seven (7) business days, will not constitute acceptance of the application. Membership will only commence on the Effective Date.
- 4.6. Atelier's Privacy Notice, which is available at [<https://atelier-club.com/img/privacy.pdf>], sets out the terms on which Atelier controls and/or processes any personal data of Club Members, or that Club Members may from time to time provide to Atelier.
- 5. Responsibilities of the Club Member**
- 5.1. No Member shall use the name or address of the Club in any or correspondence article which is intended for publication without the prior written approval of the Secretary
- 5.2. No bad language, violent or abusive behaviour, or other misconduct is permitted on the Club premises, during Club events, and/or in Club communication channels.
- 5.3. Where a Club Member also enjoys Artwork from the Club Collection at home pursuant to a Club Collection Hire Agreement, compliance with the Club Member's obligations under each and every Club Collection Hire Agreement shall be a responsibility of the Club Member more broadly under the provisions of these Membership Terms & Conditions.
- 6. Responsibilities of Atelier**
- 6.1. Atelier warrants to the Club Member that the Club Services will be provided with reasonable care and skills as far as reasonably possible.
- 6.2. Except in cases of death or personal injury caused by Atelier's negligence, Atelier shall not be liable to the Club Member by reason of any representation (unless fraudulent) for any loss of profit or any indirect, special or consequential loss, damage costs, expenses or other claims (whether caused by the negligence of Atelier or its agents or otherwise)

which arise out of or in connection with the provision of the Club Services and the entire liability of Atelier under or in connection with the Membership Agreement or Club Service shall not exceed two monthly Membership Fee payments, except as expressly provided in these Memberships Terms & Conditions. This warranty is in lieu of all other terms, conditions and warranties, expressed or implied statutory or otherwise and any other liabilities whatsoever and howsoever arising.

- 6.3. Atelier shall not be liable to the Club Member or be deemed to be in breach of these Membership Terms & Conditions by reason of any delay in performing, or any failure to perform, any of Atelier's obligations in relation to the Club Services, if the delay or failure is due to any cause beyond Atelier's reasonable control, and time shall not be of the essence.

7. Ending an Atelier Club Membership

- 7.1. A Club Member may cancel their Membership within 14 days of the Effective Date (the 'cooling-off' period) and receive a full refund of the Joining Fee and Membership Fee.

- 7.2. Subject to Sections 7.1 and 7.3, a Club Member or Atelier may end (or 'terminate') a Club Member's Membership at any time and for any reason by giving the other notice in writing. Such notice shall be deemed to take effect on the 1st day of the month two months following the date of the notice, that is:

- 7.2.1. Notice received on, say, 1st of March will result in termination of Membership with effect from 1st May;
- 7.2.2. Notice received on, say, any date from the 2nd through to the 31st March will also result in termination of Membership with effect from 1st May;

- 7.3. Atelier may end (or 'terminate') a Club Member's Membership with immediate effect if any of the following occur:

- 7.3.1. The Club Member fails to pay the Membership Fee, charges or any other amount due under the terms of their Membership Agreement on the date when it becomes due;
- 7.3.2. The Club Member breaches their obligations under these Membership Terms & Conditions or the Club Collection Rental Terms;
- 7.3.3. The Club Member becomes bankrupt or enters into any arrangement with creditors;

- 7.3.4. The Club Member is convicted of a criminal offence (save for minor road traffic offences) or acts or fails to act in any way that in the opinion of Atelier brings the character or reputation of the Club Member into question or brings Atelier into disrepute or otherwise adversely affects Atelier's reputation;

- 7.3.5. Any information supplied by the Club Member in connection with their Membership is inaccurate, false or misleading in any material way.

- 7.4. Upon termination of a Club Member's Membership:

- 7.4.1. Club Members shall no longer be entitled to receive the Club Services;

- 7.4.2. Subject to Section 7.1, no Joining Fee shall be returned or refunded;

- 7.4.3. The Club Member shall immediately be liable for any arrears of Membership Fees and other charges due and payable at the time, plus any Membership Fees pro-rated to the effective date of termination of Membership.

- 7.4.4. The Club Member will not be entitled to a refund of Membership Fees paid.

8. Other Important Terms & Conditions

- 8.1. Atelier may transfer its rights and obligations under its Membership Agreement with each Club Member to someone else.

- 8.2. The Membership Agreement is personal to the Club Member. A Club Member may not transfer their rights (or obligations) under the Membership Agreement to someone else and no one other than Atelier or the Club Member has any rights under the Membership Agreement or rights to enforce any of its terms.

- 8.3. Membership may from time to time allow a Club Member to access certain non-public areas of the Atelier website. If Membership ceases, access to such areas will also cease.

- 8.4. The Club Member and Atelier agree that the Membership Agreement may be entered into and signed by way of electronic signature (whatever form the electronic signature takes) and that this method of signature is conclusive of our intention to be bound by the Membership Agreement as if signed by the Club Member's or Atelier's binding manuscript signature.

- 8.5. Any notice to Atelier is to be sent by email to founder@artstokk.com or, alternatively in writing marked for the attention of 'the Directors, Atelier Club Limited' c/o Unit 9 Armstrong House First Avenue, Finningley, Doncaster, Yorkshire, DN9 3GA. Notices

to Club Members will be sent to the correspondence or email address provided on the Application Form, unless Atelier is otherwise informed in writing. The provisions of this Section 8.5 do not apply to the service of any legal proceedings.

- 8.6. If a court finds any part of these Membership Terms & Conditions to be illegal or unenforceable, the rest will continue in force. Each of the Sections of these Membership Terms & Conditions operate separately. If any court or relevant authority decides that any of them are unlawful, the remaining Sections will remain in full force and effect.
- 8.7. Even if Atelier delays in enforcing the Membership Agreement, it can still enforce it later. If Atelier does not insist immediately that a Club Member does anything it is required to do under these Membership Terms & Conditions, or if Atelier delays in taking steps against a Club Member in respect of its breaches the Membership Agreement, that will not mean that the Club Member does not have to do those things and it will not prevent Atelier taking steps against that Club Member at a later date. For example, if a Club Member misses a payment and Atelier does not chase that Club Member but continues to provide the Club Services to the Club Member, Atelier can still require that Club Member to make the payment at a later date.
- 8.8. The Membership Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with English law. Atelier and the Club Member irrevocably agree that the English courts shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Membership Agreement or its subject matter or formation.

NOTICE: Your submitting of an Atelier Club Application Form and payment of the Joining Fee and/or Membership Fee will amount to your acceptance of these Membership Terms & Conditions and Atelier Club's Privacy Notice

SCHEDULE 1:

DEFINITIONS AND INTERPRETATION

1. In the Membership Agreement capitalised terms shall have the meaning given to them in this Schedule 1 (*Definitions and Interpretation*) and as otherwise determined in the agreement;
2. In the Membership Agreement (unless the context requires otherwise):
 - 2.1. the words "including", "include", "for example", "in particular" and words of similar effect shall not be deemed to limit the general effect of the words which precede them and "including", "include" and "for example" shall be continued to have the words "but not limited to" following them;
 - 2.2. reference to any agreement, contract, document or deed shall be construed as a reference to it as varied, supplemented or novated from time to time;
 - 2.3. reference to a party shall be construed to include its successors and permitted assigns or transferees;
 - 2.4. words importing persons shall include natural persons, bodies corporate, unincorporated associations and partnerships (whether or not any of them have separate legal personality);
 - 2.5. words importing the singular shall include the plural and vice versa;
 - 2.6. words importing any one gender shall not exclude other genders;
 - 2.7. references to a clause, schedule, section or appendix are references to the clause, schedule, section or appendix of, or to, this Membership Agreement;
 - 2.8. reference to any legislative provision shall be deemed to include any statutory instrument, by law, regulation, rule, subordinate or delegated legislation or order and rules and regulations which are made under it and any subsequent re-enactment or amendment of the same; and
 - 2.9. with respect to the Membership Agreement, if there is any conflict, ambiguity or inconsistency between the parts of the Membership Terms & Conditions or the parts of any Application Form, then the Membership Terms & Conditions shall take precedence.
- 2.10. With respect to the Club Collection Hire Agreement, if there is any conflict, ambiguity or inconsistency between the parts of the Club Collection Rental Terms, this Schedule 2 (*Definitions and Interpretation*) or the part of any Acceptance Form, Condition Report and/or the Atelier Art Enjoyment & Conservation Guide, then the following order of precedence shall apply:
 - 2.10.1. Acceptance Form;
 - 2.10.2. Condition Report;
 - 2.10.3. Club Collection Rental Terms and Schedule 1 to the Membership Terms & Conditions (*Definitions and Interpretation*);
 - 2.10.4. Any applicable schedule or annex to the Club Collection Rental Terms.
3. The following terms shall have the meaning ascribed to them:
 - **Acceptance Form** means a document that specifies details of a particular work of art from the Club Collection that has to be signed by Club Member upon delivery of this work. Signing of Acceptance Form amounts to Club Member's acceptance of the Club Collection Rental Terms and Atelier Club's Privacy Notice and marks the transfer of possession of this work from the Club to the Club Member.
 - **Additional Collection Fee** means the fee payable by the Club Member pursuant to clause 10.2 at the rate specified in the Rental Confirmation Form;
 - **Affiliate** means, in relation to a party, any subsidiary or holding company of that party or any other subsidiary of that holding company from time to time. For the purposes of this definition, a "subsidiary" or "holding company" is to be construed in accordance with section 1159 of the Companies Act 2006;
 - **Application Form** means an online application form accessed through the [Atelier Club website](#), used to provide personal data required for onboarding process and that amounts to Club Member's acceptance of these Membership Terms & Conditions and Atelier Club's Privacy Notice.
 - **Artwork** means the work of art from the Club Collection specified in the applicable Acceptance Form on hire to the Club Member subject to the Club Collection Hire Agreement, or any Artwork substituted in accordance with Clause 2.6 of the Club Collection Rental Terms.

- **Atelier Club Premises** means a space or location owned or operated by Atelier (from time to time) for the use and enjoyment of Club Members;
- **Atelier Art Enjoyment & Conservation Guide** means a document explaining how to treat Club Art when it is in your possession.
- **Atelier Club Community** means all members of the Club.
- **Atelier Club Limited** (or 'Atelier') means the company operating the Club and owning or/ and in other ways supplying artworks for the Club Collection.
- **Club Collection** means a collection of art (predominantly but not exclusively, contemporary art) that has been curated and is owned (or leased) by Atelier
- **Club Collection Hire Agreement** means the legally binding agreement to hire Artwork from the Club Collection as constituted pursuant to clause 2.1 of the Club Collection Rental Terms
- **Club Collection Rental Terms** means the terms described as such...
- **Club Member** means the person or company who is named on the Application Form for Membership and to whom, following acceptance by Atelier, Atelier has agreed to provide the Club Services in accordance with the Membership Terms & Conditions
- **Club Services** means those services exclusively available to Club Members set out in Section 3 of the Membership Terms & Conditions
- **Condition Report** means a document that specifies (in words as well as with photo and video evidence) the condition of an artwork in the Club Collection and that records all changes to the artwork's condition while the work is in the Club Collection.
- **Delivery Date** means the date specified on the Rental Confirmation Form and/or Acceptance Form as the date on which the Artwork will/is delivered to the Club Member's Specified Address, or such other date as agreed between Atelier and the Club Member for delivery of the Artwork.
- **Effective Date** means the date specified as such in Membership Confirmation or, the date of receipt of the Club Member's Joining Fee & Membership Fee, whichever is the later.
- **Eligibility Criteria** means the minimum criteria against which Atelier will consider an offer to become a Club Member as stated on the Atelier website from time to time.
- **Joining Fee** means a one-off fee, at a rate specified on the [Atelier Club website](#), paid by a prospective member once his/her membership application has been approved.
- **Members Discount** means special discounts that the Club Members get from the Club for the services provided by Atelier Club Limited and/or its sister company Art Stokk Limited.
- **Membership** means the period of time during which a Club Member's Membership Agreement subsists
- **Membership Fee** means the payment made by the Club Member to Atelier to cover membership costs applicable for the Subscription Year
- **Membership Terms & Conditions** means the terms and conditions of Membership set out above
- **Membership Fee Payment Date** means a day on which the Club Member will be making monthly payments to cover membership costs applicable for the Subscription Year.
- **Privacy Notice** means a document that sets out the terms on which Atelier controls and/or processes any personal data of Club Members, or that Club Members may from time to time provide to Atelier, and is available on the [Atelier Club website](#).
- **Rental Fee** means the fee payable each month to Atelier by the Club Member for the hire of the Artwork during the Rental Period at the rate applicable for the Subscription Year. For the avoidance of doubt, the Rental Fee will include a pro-rated amount to reflect any additional days during which the Artwork is on hire due to an adjustment to the Collection Date under Clause 10.2.
- **Rental Period** means the period commencing when the Club Member signs the Acceptance Form upon Delivery and takes possession of the Artwork and ending on the happening of any of the following events: i) the Artwork is collected and returned to Atelier's possession one (1) month following the Delivery Date (unless

substitution occurs in accordance with clause 2.6; or ii) the physical repossession or collection of the Artwork by Atelier, provided that the Rental Period shall not, in any event, exceed three (3) months pursuant to Clause 2.3 of the Club Collection Rental Terms.

- **Specified Address** means a registered residential or business address of the Club Member where Club Art will be housed during the Rental Period.
- **Membership Confirmation** means an email confirmation that the joining fee has been made and direct debit payments for monthly membership fees have been set up successfully and that Atelier Membership has been activated.
- **Subscription Year** means 12 months starting on the day of Membership Confirmation.
- **Valuation Range** means the range of prices for works of art which constitute the collection of a particular level of membership.

SCHEDULE 2:
CLUB COLLECTION RENTAL TERMS

1. Introduction

- 1.1. Club Members have the option to enjoy a piece of Artwork from our Club Collection at your own home for up to two (2) months at a time. The exact length of the Rental Period is published on the [Atelier Club website](#). Subject to these Club Collection Rental Terms, we will pre-select a piece from the Club Collection and deliver it straight to your door. At the end of the Rental Period, the Artwork is collected and, unless you have given us notice, we will assume that you wish to hire another piece from the Club Collection (subject to a new Club Collection Hire Agreement) and we shall simply exchange the pieces. While each hiring of Artwork is subject to a separate Club Collection Hire Agreement, we work hard to ensure that the exchange experience and rotation of hired Artwork is as convenient and seamless as possible.

2. Club Collection Hire

- 2.1. The Club Collection Hire Agreement is made between Atelier Club Limited ('Atelier') and the Club Member and consists of the following:
- 2.1.1. Acceptance Form;
 - 2.1.2. Condition Report;
 - 2.1.3. these Club Collection Rental Terms, plus Schedule 1 to the Club Membership Terms & Conditions (*Definitions and Interpretation*);
 - 2.1.4. Atelier Art Enjoyment & Conservation Guide; and
 - 2.1.5. Atelier Club Collection Insurance Policy.
- 2.2. The Club Collection Rental Terms (and/or those matters set out in the documents referred to in Clause 2.1), may be amended from time to time. By signing the Acceptance Form on delivery of the Artwork, the Club Member agrees to be bound by the Club Collection Rental Terms applicable on the date of the Acceptance Form.
- 2.3. Provided the Club Member is and remains a member of the Atelier Club and following payment of the Rental Fee, Atelier agrees to hire the Artwork for the Rental Period and any further period as provided for by these Club Collection Rental Terms, provided that, in any event, the Rental Period shall not exceed three (3) months, after which time the

Club Collection Hire Agreement shall be deemed to have automatically terminated. Accordingly, the hire of any Artwork is **not covered by the Consumer Credit Act 1974 and Club Member's attention is drawn to Clause 14.5.**

- 2.4. The hiring of Artwork is provided by Atelier for the relevant Rental Fee stated in the Club Member's Membership Confirmation or Renewal Confirmation (as applicable). At the end of the Rental Period, an Atelier representative will collect the Artwork, pursuant to Clause [10]. If Atelier is unable to collect the Artwork by the end of the Rental Period (or such extended date as provided for by these Club Collection Rental Terms) due to a breach of Club Member's duties under either the Membership Agreement or these Club Collection Rental Terms, the Club Member will be in breach of the conditions of both these Club Collection Rental Terms and the Membership Agreement.
- 2.5. For the avoidance of doubt, the Club Member will not own or have any rights in the Artwork. Payment of any and all sums due to Atelier under a Club Collection Hire Agreement must be made to Atelier without any set-off, deduction, counterclaim, and/or any other withholding of monies including any claim with respect to Artwork.
- 2.6. Atelier may during the Rental Period substitute the Artwork with another piece from the Club Collection on at least one week's notice. Atelier may also substitute the Artwork at any time during the Rental Period, on at least 24 hours' notice, where required by law or contractual obligation to repossess the Artwork or for other legitimate commercial, conservation or insurance purposes. The Club Member will cooperate with the reasonable requirements of Atelier as to substitution of the Artwork and, following substitution, the substituted Artwork will be the Artwork for the purpose of the applicable Club Collection Hire Agreement.

3. Artwork from the Club Collection

- 3.1. The goods subject to the Club Collection Hire Agreement will be a piece of Artwork drawn from the Club Collection. Details of Artwork held within the Club Collection are available on Atelier's website.
- 3.2. The specific piece of Artwork on hire will be pre-selected by Atelier and delivered to the Club Member pursuant to Clause [9]. Club Members shall not be notified of the specific Artwork until the Delivery Date. Club Members therefore do not have the right to select a particular piece of Artwork for hire. By signing up to a Club Collection Hire Agreement Club Members agree that Atelier will have sole discretion to select the Artwork to be hired pursuant to these Club Collection Rental Terms, provided that the

Artwork has been identified as being within the Club Collection on or before the Delivery Date. An Artwork is deemed to have been within the Club Collection for the purposes of this clause if the Artwork appears within the Club Collection on Atelier's website on the Delivery Date or has otherwise been communicated to Club Members as being part of the Club Collection by email or post prior to the Delivery Date.

4. Responsibilities of the Club Member/Hirer

- 4.1. The Club Member must take adequate and proper measures to protect the Artwork at all times during the Rental Period from theft, damage and/or other risks and in accordance with the Atelier Art Enjoyment & Conservation Guide.
- 4.2. The Club Member must at all times during the Rental Period keep the Artwork in their possession and control, located at the address specified on the Acceptance Form (Specified Address). For the avoidance of doubt, Club Members may not relocate the Artwork to another address, unless Atelier have given their express written consent (such consent to be given in Atelier's absolute discretion). Removal of the Artwork from the Specified Address will constitute a material breach and immediate termination of the Club Collection Hire Agreement in accordance with clause 13.4.
- 4.3. The Club Member must satisfy one of the two security requirements: (1) have a Home Insurance policy that covers fine art with the maximum value corresponding to the Valuation Range of the Club Member's membership level, or (2) allow the Club for a security deposit to be held on the Club Member's credit card for the duration of his/her membership in the Club.
- 4.4. In the event a Club Member wishes to change the Specified Address, the Club Member must give Atelier no less than 7 days' notice, providing details of the proposed new Specified Address. Atelier will collect the Artwork from the Specified Address and, should the new Specified Address be acceptable to Atelier, Atelier will deliver the Artwork to the new Specified Address. Atelier may determine in its absolute discretion whether or not the new Specified Address is acceptable to Atelier. Should the new Specified Address be unacceptable to Atelier, Atelier and the Club Member will in good faith seek to identify a Specified Address acceptable to Atelier. If no acceptable Specified Address can be identified, the Club Collection Hire Agreement will terminate pursuant to Clause 13.4.

- 4.5. The Club Member must notify Atelier as soon as they become aware of any defect(s) in or damage to the Artwork at any point if or when the Club Member discovers any issues or defects during the Rental Period.
- 4.6. Atelier has the right to request and conduct an inspection of the Artwork during the Rental Period, subject to giving the Club Member 7 days' prior notice. The Club Member shall act in good faith and reasonably comply with such a request.
- 4.7. Subject to Clause 11, risk in the Artwork will pass immediately to the Club Member upon signing, by the Club Member, of the Acceptance Form when the Artwork will leave Atelier's physical possession or control. Risk in the Artwork will not pass back to Atelier until it is back in Atelier's physical possession. This applies even if we have agreed to cease charging the Rental Fee. Accordingly, the Club Member shall be liable for damage to, and theft of, the Artwork from the Delivery Date until Atelier has collected the Artwork from the Club Member at the end of the Rental Period or pursuant to Clause 2.3 or 4.3.
- 4.8. The Club Member must provide all reasonable co-operation and assistance to Atelier in connection with the collection of the Artwork at the end of the Rental Period and/or early termination of the Club Collection Hire Agreement.
- 4.9. The Club Member must not sell, rent, assign, mortgage, pledge, charge, dispose of, grant any interest in, or otherwise encumber, Atelier's title, ownership, interest and/or ability to repossess the Artwork. The Club Member must not give anyone other than Atelier any legal rights over the Artwork.
5. The Club Member shall cooperate with and provide all reasonable assistance to Atelier in connection with any repairs or restoration works necessary to the Artwork as a result of the Artwork being on hire to the Club Member in accordance with Clause [7], including cooperation and assistance in connection with any related insurance claim.
6. **Responsibilities of Atelier Club**
 - 6.1. Atelier, or a third party on behalf of Atelier, will take reasonable steps to maintain the Artwork within the Club Collection when/while Atelier has possession of the Artwork.
 - 6.2. Atelier confirms that the Artwork is the Artwork described on the Acceptance Form that being, to the best of its knowledge and belief after due and diligent enquiry, a genuine piece of artwork attributable to the stated artist and that Artwork is of a value within the Valuation Range applicable to the Club Collection.

6.3. Atelier, or a third party on behalf of Atelier, will identify any existing defect in or damage to the Artwork within the Condition Report which will be signed by Atelier and the Club Member during Delivery and Collection in accordance with clauses 9 and 10.

7. Liability

7.1. Subject to clause 7.2, Atelier's maximum aggregate liability to the Club Member for any and all claims arising out of or in connection with this Club Collection Hire Agreement shall in no event exceed a sum equal to the Rental Fees paid and received by Atelier under the Club Collection Hire Agreement.

7.2. Nothing in the Club Collection Hire Agreement excludes or restricts Atelier's liability to the Club Member for death or personal injury caused by Atelier's negligence, for fraud and fraudulent misrepresentation, or for any other liability that cannot be excluded or limited under applicable law.

7.3. Notwithstanding section 7.1, Atelier shall not be liable for:

7.3.1. any indirect losses which happen as a consequence or otherwise of any direct loss or damage and which are not reasonably foreseeable by Atelier and the Club Member at the time of entering into the Club Collection Hire Agreement;

7.3.2. any losses not caused by Atelier's breach; or

7.3.3. any failure or delay in performing any or all of its obligations under the Club Collection Hire Agreement, where such failure is caused, directly or indirectly, by events beyond Atelier's reasonable control (including, but not limited to fire, flood, earthquake, acts of God, acts of war, terrorism, riots, civil disorders, blockades, insurrections, pandemics, epidemics, any law or action taken by a government or public authority, any labour or trade disputes, strikes, industrial action or lockouts, or non-performance by suppliers or subcontractors).

8. Rental Fees and other charges

8.1. The Club Member must have paid (or must pay) their Membership Fee prior to the Delivery Date, unless otherwise agreed by Atelier in writing.

8.2. The Club Member must pay the Rental Fee in advance at the rate and on the dates specified in the Rental Confirmation Form. It is not possible to change the date for payment of the Rental Fee due to the short Rental Periods under the Club Collection Rental Terms.

8.3. The first months' Rental Fees shall be paid within five (5) business days of the Membership Confirmation. Further Rental Fees shall be paid by direct debit or by such other method or arrangement as agreed by Atelier with the Club Member in writing.

8.4. Payment of the Rental Fee on time is an essential condition of the Club Collection Hire Agreement.

8.5. The Club Member shall be liable for the following charges and pay them on demand during the Rental Period:

8.5.1. All charges which are payable after the discovery of damage following re-inspection when the Artwork is returned to Atelier in accordance with Clause 11;

8.5.2. Any reasonably incurred, foreseeable losses, costs and charges resulting from the breach by the Club Member of the Club Collection Hire Agreement (such losses being foreseeable where they are contemplated by Atelier and the Club Member at the time of entering into the Club Collection Hire Agreement;

8.5.3. An Additional Collection Fee due pursuant to clause 10.2;

8.5.4. Any charges in relation to the repossession of the Artwork, including without limitation, third party agent costs, transportation required for repossession (beyond that which would be ordinarily used to collect the Artwork), legal proceedings in relation to repossession of the Artwork and any other costs, charges and expenses in relation to or in connection with the breach of the Club Collection Hire Agreement by the Club Member.

9. Delivery

9.1. Subject to section 8, Atelier, or a third party on behalf of Atelier, will deliver the Artwork to the Specified Address on the Delivery Date and collect it at the end of the Rental Period in accordance with clause 10.

9.2. The Artwork will be delivered together with an accompanying Condition Report, Acceptance Form, Leaflet on the Artwork and Atelier Art Enjoyment & Conservation

Guide. These contain terms and conditions that form an essential part of the Club Collection Hire Agreement, so Club Members should ensure that they have read and understood these documents. Club Members signing of the Acceptance form will constitute confirmation that they have done so.

- 9.3. The Club Member must inspect the Artwork on the Delivery Date, before the start of the Rental Period. The Club Member will make Atelier aware of any defects in or damage to the Artwork at the time when the Artwork is delivered, unless these are already noted on the Condition Report. In the absence of the Club Member notifying Atelier of any issues at the time when the Artwork is received by the Club Member, it shall be deemed that the Club Member received the Artwork in accordance with the Condition Report.
- 9.4. Should the Club Member wish to alter the delivery arrangements, they must obtain prior consent from Atelier for such alternative arrangements.
- 9.5. It will be the Club Member's responsibility to make preparation for and hang appropriately the Artwork during the Rental Period and in accordance with the Atelier Art Enjoyment & Conservation Guide.

10. Collection

- 10.1. Atelier will collect the Artwork at the end of the Rental Period (the Collection Date).
- 10.2. Subject to the remainder of this Clause 10.2, Club Members are not liable for the costs of collecting the Artwork on the agreed Collection Date. If it is not possible to collect the Artwork on the Collection Date due to the absence of anyone at the Specified Address, Club Members must notify Atelier no less than 24 hours prior to the Collection Date and Atelier and the Club Member will agree on an alternative Collection Date at no additional charge to the Club Member. Should the Club Member fail to notify Atelier, Atelier reserves the right to charge an Additional Collection Fee for collecting the Artwork on an alternative Collection Date.
- 10.3. On the Collection Date the Club Member will return the Artwork to Atelier in the same condition in which the Club Member received it, save for normal wear and tear to be expected of a piece of art, hung in the same location throughout the Rental Period, and cared for in accordance with the Atelier Art Enjoyment & Conservation Guide.
- 10.4. Atelier, or a third party on behalf of Atelier, will inspect the Artwork to check that it is in good condition having regard to the Club Member's duties in clause 4.

- 10.5. Should the Club Member wish to alter the collection arrangements, they must obtain prior consent from Atelier for such alternative arrangements.

11. Accidents, Damage and Theft

- 11.1. If the Artwork is returned in a damaged, unclean or defective state except where due to fair wear and tear and the damage or defect is not already noted on the Condition Report, the Club Member is liable to pay Atelier for the costs and expenses associated with any repair and/or cleaning required to return the Artwork to a condition fit for re-hire [and to pay the Rental, in accordance with clause 8 until such repairs and/or cleaning have been completed].
- 11.2. Without prejudice to clause 11.1, Atelier will maintain insurance intended to cover costs associated with repairs and/or restoration works to the Artwork, including loss or damage occurring during the Rental Period, subject to Clause 12. In the event the insurance policy does not respond to a claim (for reasons other than Atelier's negligence or failure to comply with its claims notification obligations not attributable to the acts or omissions of the Club Member), the Club Member remains liable for the full costs under clause 11.1.
- 11.3. In the event of any loss or damage arising under clause 11.1, the Club Member must comply with the instructions of Atelier and/or Atelier's insurers. The Club Member must provide all reasonable co-operation and assistance to Atelier and their insurers with respect to a claim made under any relevant insurance policy.
- 11.4. If the Artwork is lost, stolen, damaged beyond economic repair or Atelier does not receive any insurance monies or if the insurance monies received are in any way reduced because of the failure by the Club Member to observe the terms and conditions of the Club Collection Hire Agreement, the Club Member shall pay to Atelier on demand a sum equal to the cost of replacing the Artwork with a similarly valued art work (less any amount received from insurers).
- 11.5. The Club Member must notify Atelier without delay if the Artwork is lost, stolen, or is damaged at any time during the Rental Period, regardless of the nature or perceived extent of the damage. Atelier will arrange to collect the Artwork and provide a substitute Artwork pursuant to clause 2.6 in respect of which an Additional Collection Fee may be charged. If the Club Member notifies Atelier pursuant to this clause 11.5 within five (5) business days of the end of the Rental Period, Atelier will not (and is not obliged to) substitute the Artwork. The Club Member is not entitled to a refund

(whether in full or in part) of the Rental Fee for any period during which an Artwork is not at the Specified Address due to loss or damage occurring during the Rental Period.

12. Insurance

12.1. Atelier will maintain insurance intended to cover costs associated with repairs and/or restoration works to the Artwork, including loss or damage occurring during the Rental Period, subject to an excess of £500.00 (five hundred pounds) for artworks with value of up to £3,500, and £750.00 (seven hundred fifty pounds) for artworks with value between £3,500 and £5,000, for each and every claim made during the relevant policy period. Where the Club Member is liable under clause 11.1 and Atelier is able to claim under the relevant insurance policy, the Club Member will pay the first £500.00 (five hundred pounds) for artworks with value of up to £3,500, and £750.00 (seven hundred fifty pounds) for artworks with value between £3,500 and £5,000, of such costs with any additional costs claimed from insurers.

12.2. The Club Member must not do or omit to do anything which will or may be deemed to invalidate any policy of insurance related to the Atelier Club Fine Art which is notified to you.

13. Security

13.1. Atelier will stamp all Artworks in the Club Collection with unique IDs and the Atelier Logo for proprietary and security purposes.

14. Cancellation, Default and Termination

14.1. For the avoidance of doubt and without prejudice to clause 2.3, the Club Collection Hire Agreement ends only with the return of the Artwork to Atelier or a third party specified by Atelier.

14.2. If the Club Member cancels the Club Collection Hire Agreement, following delivery of the Artwork, within 14 days of the Delivery Date, Atelier will refund the Rental Fee subject to a prorated deduction to reflect the number of days the Artwork has been on hire.

14.3. Subject to clause 14.2 and 14.4, a Club Member or Atelier may end (or 'terminate') the Club Collection Hire Agreement at any time within the first month and for any reason by giving the other notice in writing. Such notice shall be deemed to take effect on the 1st day of the following month.

14.4. Atelier may terminate the Club Collection Hire Agreement with immediate effect if any of the following occur:

14.4.1. The Club Member fails to pay the Rental Fee, charges or any other amount due under the Club Collection Hire Agreement on the date when it becomes due;

14.4.2. The Club Member breaches their obligations under the Club Collection Hire Agreement or the Membership Terms & Conditions;

14.4.3. The Club Member's Membership ceases;

14.4.4. The Club Member is no longer in possession or control of the Artwork;

14.4.5. The Artwork is located at an address other than the Specified Address;

14.4.6. The Club Member acts (or attempts to act) to remove, adjust, modify or in any way interfere with the mark or any GPS device fitted to the Artwork pursuant to Clause 13.

14.4.7. The Club Member becomes bankrupt or enters into any arrangement with creditors;

14.4.8. Atelier is required by law or court order to obtain possession of the Artwork. If terminated for this reason, the Artwork will be returned to Atelier and the Club Member will be refunded the Rental Fee subject to a prorated deduction to reflect the number of days the Artwork has been on hire.

14.4.9. Any information supplied by the Club Member in connection with the Club Collection Hire Agreement or otherwise in connection with their Membership is inaccurate, false or misleading in any material way.

14.5. Upon early termination of the Club Collection Hire Agreement:

14.5.1. by Atelier pursuant to clause 14.3, the Club Member shall immediately be liable for any arrears of Rental Fees and other charges due and payable at the time and Atelier will refund a pro-rated proportion of any Rental Fee paid covering a period after termination;

14.5.2. by the Club Member pursuant to clause 14.3 or Atelier pursuant to clause 14.4, the Club Member shall immediately be liable for any arrears of Rental

Fees and other charges due and payable at the time. The Club Member will not be entitled to a return of any Rental Fees paid;

- 14.6. Upon expiry of the Rental Period or on any early termination of the Club Collection Hire Agreement for any reason, the Club Member's right to possession of the Artwork immediately ceases and Atelier will arrange for collection of the Artwork in accordance with clause 10.

15. Other Important Terms & Conditions

- 15.1. Atelier may transfer its rights and obligations under its Club Collection Hire Agreement with each Club Member to someone else.
- 15.2. The Club Collection Hire Agreement is personal to the Club Member. A Club Member may not transfer their rights (or obligations) under the Club Collection Hire Agreement to someone else and no one other than Atelier or the Club Member has any rights under the Club Collection Hire Agreement or rights to enforce any of its terms.
- 15.3. The Club Member and Atelier agree that the Club Collection Hire Agreement may be entered into and signed by way of electronic signature (whatever form the electronic signature takes) and that this method of signature is conclusive of their intention to be bound by the Club Collection Hire Agreement as if signed by the Club Member's or Atelier's manuscript signature.
- 15.4. **By electronically signing the Club Collection Hire Agreement, the Club Member agrees that he/she will not have the benefit of the protection and remedies that would be available under the Financial Services and Markets Act 2000 or under the Consumer Credit Act 1974 if the agreement were a regulated agreement under those Acts. The Club Member is aware that if in any doubts as to the consequences of the agreement not being regulated by the Financial Services and Markets Act 2000 or the Consumer Credit Act 1974, then they should seek independent legal advice.**
- 15.5. Any notice to Atelier is to be sent by email to founder@artstokk.com or, alternatively in writing marked for the attention of 'the Directors, Atelier Club Limited' c/o Unit 9 Armstrong House First Avenue, Finningley, Doncaster, Yorkshire, DN9 3GA. Notices to Club Members will be sent to the correspondence or email address provided on the Application Form, unless Atelier is otherwise informed in writing. The provisions of this Section 15.5 do not apply to the service of any legal proceedings.

- 15.6. If a court finds any part of the Club Collection Hire Agreement to be illegal or unenforceable, the rest will continue in force. Each of the clauses of these Club Collection Rental Terms operate separately. If any court or relevant authority decides that any of them are unlawful, the remaining clauses will remain in full force and effect.
- 15.7. Even if Atelier delays in enforcing the Club Collection Hire Agreement, it can still enforce it later. If Atelier does not insist immediately that a Club Member does anything it is required to do under these Club Collection Rental Terms, or if Atelier delays in taking steps against a Club Member in respect of a breach of the Club Collection Hire Agreement, that will not mean that the Club Member does not have to do those things and it will not prevent Atelier taking steps against that Club Member at a later date. For example, if a Club Member misses a payment and Atelier does not chase that Club Member but delays terminating the Club Collection Hire Agreement and/or repossessing the Artwork, Atelier can still require that Club Member to make the payment at a later date.
- 15.8. The Club Collection Hire Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with English law. Atelier and the Club Member irrevocably agree that the English courts shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Club Collection Hire Agreement or its subject matter or formation.

NOTICE: Your signing of a delivery Acceptance Form will amount to your acceptance of these Club Collection Rental Terms and Atelier Club's Privacy Notice