

Start-Up and Machinery Workshop Terms and Conditions

Thank you for applying to become a member of the Start-Up Workshop at the Sylva Foundation Wood Centre.

The Sylva Foundation provides members of the Start-Up Workshop (**Members**) with access to the Start-Up Workshop (where workbenches can be rented on a weekly basis) and allows use of the Wood Centre's Machinery Workshop. This document sets out the terms and conditions (**Terms**) of membership and use of the available facilities.

1. The Sylva Foundation Wood Centre

- 1.1. The Wood Centre is a community of individual businesses under one roof. Because of their close proximity, Members are expected to be aware of the needs of others and must be polite and courteous to other users at the Wood Centre.
- 1.2. The Sylva Foundation has the right to refuse or terminate membership at any time without incurring any liability. Membership will automatically terminate in the event of a breach of these Terms.
- 1.3. Members will be required to pay a fee of £50 to cover the Sylva Foundation's administration costs when first joining. All Members must be over 18 years of age.
- 1.4. Members will be given access to kitchen, toilet and shower facilities and the Wood Centre's WiFi. Members must ensure these, and the Wood Centre's other facilities, are used appropriately in a responsible and professional manner.
- 1.5. Members will compensate the Sylva Foundation for any damage to the Wood Centre's facilities (including any equipment in the Start-Up benches and the Machinery Workshop) arising from that Member's negligence or misuse of the facilities.
- 1.6. Members will be provided with an access code for entry to the Wood Centre. The code will be changed weekly and the new code will be sent to Members by text or email. The code must be kept confidential and not disclosed to anyone.
- 1.7. Access to the Wood Centre is provided during its normal opening hours from Monday to Friday (inclusive). Members may not use the Wood Centre or its facilities outside normal opening hours or on weekends or public holidays.
- 1.8. Members shall ensure that they:
 - (a) Do not permit any persons who are not Members to access the Wood Centre (including the Start-Up Workshop and the Machinery Workshop) or use its facilities;
 - (b) Comply with any notices or policies notified to them by the Sylva Foundation from time to time (including those sent by email, found on the Sylva Foundation's website or posted in the Wood Centre); and
 - (c) Wear appropriate clothing and personal protective equipment in the Wood Centre, and take particular care when working with powered tools or machinery (including those in the Machinery Workshop).
- 1.9. Members shall notify the Sylva Foundation immediately upon becoming aware of any:
 - (a) injury, incident or accident which occurs at the Wood Centre;
 - (b) fault, error or problem with any of the tools, equipment or facilities provided by the Sylva Foundation; or
 - (c) breach of these terms by themselves or another Member.

2. The Start-Up Workshop

The Start-Up workshop allows Members to use the individual work benches available in the central space of Building 1 at the Wood Centre.

Using the Start-Up Workshop

- 2.1. Standard electricity outlets are provided for each bench and Members may use these for their own powered tools and equipment at no additional charge. All tools and equipment used in the Wood Centre must be PAT tested and confirmation of testing provided to The Sylva Foundation before use. The Sylva Foundation may be able to arrange for PAT testing to be carried out by a third party electrician for a small charge.
- 2.2. All equipment used within the building must be safe, in good working order and compliant with the Provision and Use of Work Equipment Regulations 1992 (PUWER), in particular equipment with moving parts must be fitted with fixed guards which must be fully operational and fit for purpose. The Sylva Foundation reserves the right to request the removal of any piece of equipment deemed to be unsafe or unsuitable and will commission independent advice where necessary. No home-made, improvised or adapted tools may be used.
- 2.3. The area surrounding the benches must be left clean and tidy at the end of each day. The Sylva Foundation will supply a hoover and brushes, as well as rubbish disposal facilities.
- 2.4. Members will have access to a limited amount of personal storage space for tools and timber during the rental period. All tools, timber and other materials must be tidied away and properly stored at the end of each day. All tools and materials must be removed from the Start-Up Workshop at the end of the rental period unless agreed with the Sylva Foundation. Any materials not properly stored may be stored and/or disposed of by the Sylva Foundation (and the costs of doing so will be payable by the Member).

- 2.5. Hazardous substances, including adhesives, resins, varnishes, etc., must also be placed in secure flame-retardant storage whenever not in use.
- 2.6. Members must comply with the requirements of the Sylva Foundation's risk assessment and all safety rules for the premises before using the Start-Up Workshop.

Bookings

- 2.7. Members must pre-book a bench in order to use the Start-Up Workshop, this can be done using the Wood Centre's online booking facility. Bookings can be made at any time up until the start of each week (provided there are benches available).
- 2.8. Benches can be booked for periods of one or more weeks. All bookings must be paid for up-front. Discounts may be provided for multiple bookings. For the purpose of these Terms, a week means Monday to Friday (inclusive).
- 2.9. The Sylva Foundation reserves the right to refuse or cancel bookings at its discretion. Where bookings are cancelled by the Sylva Foundation (except in response to a breach of these Terms by the Member) those fees already paid by that Member for the cancelled booking will be refunded.

Cancellation

- 2.10. Members may cancel bookings and, in some cases, receive a refund of some or all of the rental fees paid. Cancellations must be made by email to the following address – startup@sylva.org.uk. Refunds will be based on when the notice of cancellation is received, and will be calculated as follows:
 - (a) notice received at least 1 month prior to the date booked = full refund;
 - (b) notice received less than 1 month, but at least 1 weeks prior to the date booked = 50% refund; and
 - (c) notice received less than 1 weeks prior to the date booked = no refund.

3. The Machinery Workshop

The Machinery Workshop is a facility within the Wood Centre owned and run by the Sylva Foundation for the Members.

Using the Machinery Workshop

- 3.1. Members may use the Machinery Workshop in two ways:
 - (a) Using the machining service provided by the Sylva Foundation (carried out by a staff technician); or
 - (b) Using the equipment in the Machinery Workshop themselves.In either case, Members must purchase one or more half-hourly slots to use the Machinery Workshop. There will be an added charge for the machine operator where a Member uses the machining service. Charges will be payable at the end of the week in which the facilities are used.

Conditions for using the Machinery Workshop

- 3.2. Members who wish to use a machine in the Machinery Workshop themselves (instead of using the machining service) will first have to demonstrate that the following requirements have been met:
 - (a) the Member has suitable experience and/or qualifications to use the machine and has gone through an induction to the machine by a Sylva Foundation technician before having been signed-off to use it;
 - (b) Members with little or no experience on the machines must complete formal training before using any of them (Sylva Foundation may be able to organise such training through its educational partner Rycotewood at Oxford City College);
 - (c) the Member must comply with all the requirements of the Sylva Foundation's Machinery Workshop risk assessment; and
 - (d) the use of Machinery Workshop must have been booked in advance.
- 3.3. The induction process is not intended to train Members in the use of the machines in the Machinery Workshop, and it is responsibility of the Member using the Machinery Workshop to ensure he or she has sufficient training and experience.
- 3.4. Members must take care in the Machinery Workshop and always supply and wear appropriate personal protective equipment as laid out in the Machinery Workshop Risk Assessment.

4. Liability

- 4.1. Each Member agrees that the Sylva Foundation will have no liability whatsoever for any personal injury or death to persons or damage to property which arises out of or in connection with the negligence, carelessness or misuse of the equipment in the Machinery Workshop by that Member or by any other Member.
- 4.2. Members are responsible for the security of their tools, timber and other equipment and materials. The storage provided by the Sylva Foundation is not guaranteed as secure storage and Members use it at their own risk. The Sylva Foundation will have no liability in the event that any equipment, tools, timber or other materials are lost, damaged or stolen.

4.3. Nothing in this paragraph 4 will limit or exclude the Sylva Foundation for any liability for personal injury or death resulting from its own negligence or that of its employees.

5. Data protection

5.1. Any personal data provided to the Sylva Foundation by Members will be stored and processed for the purpose of administering membership and providing access to the Wood Centre and its facilities. Such personal data will be processed by Sylva Foundation in accordance with the Data Protection Act 1998 and will not be transferred to any third parties. Any questions or subject access requests from a Member in relation to their personal data should be sent to startup@sylva.org.uk or made in writing to the address set out in paragraph 6.2.

5.2. The data controller in respect of the Members' personal data will be the Sylva Foundation, which is registered as a data controller with the Information Commissioner's Office under registration number Z1773491.

6. General information

6.1. The Wood Centre is designed for use by individuals operating in a business capacity, and it is not intended for use by consumers.

6.2. The Wood Centre is owned and operated by the Sylva Foundation, a company limited by guarantee with number 06589157 having its registered office at Sylva Wood Centre Little Wittenham Road, Long Wittenham, Oxfordshire OX14 4QT. The Sylva Foundation is a charity registered in England and Wales 1128516.

6.3. These Terms are governed by English law and any dispute arising in relation to them (including non-contractual disputes) will be subject to the exclusive jurisdiction of the English courts.

I agree that I have read and will comply with the Start-Up and Machinery Workshop Terms and Conditions

Print Name.....

Address.....

Telephone.....

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Signature.....