



MEMBERSHIP TERMS AND CONDITIONS (2021)

Tashkeel's Membership will always be governed and subject to the following terms and conditions as amended from time to time by Tashkeel.

1 MEMBERSHIP

- 1.1 Memberships are subject to completion and submission of a [Membership Form](#) which is subject to assessment and Tashkeel reserves the right to decline. Membership entitles the Member to use Tashkeel's facilities as per the level or type of Membership paid for, chosen and specified by the Member in the Membership Form.
- 1.2 The bookings for the facilities can be done through the Switchboard at Tashkeel's Nad Al Sheba premises (the "Studios") while Membership is active, fully paid for and not suspended or terminated. Bookings are on a first-come first-serve basis and availability may be limited.
- 1.3 From time-to-time, Tashkeel may offer workshops or other classes that are completely separate from the Membership, and if a Member wishes to attend, he/she will pay a separate admission fee for such workshops and/or seminars.
- 1.4 Each applicant must submit a copy of his/her Emirates ID or passport with a valid Residency Visa (or its equivalent if applicable) upon request.
- 1.5 During the period of Membership, members are entitled to some additional benefits which are outlined at [General Benefits](#).
- 1.6 There are three categories of Membership, which are outlined below, and further details can be accessed by choosing the level or type of Membership which is of interest:
 - 1.6.1 Standard Membership;
 - 1.6.2 Student Membership; and
 - 1.6.3 Standard Group Membership.
- 1.7 Once a Membership has been confirmed by Tashkeel and all fees have been paid, depending on the nature of the Membership, a Member may be granted an access wristband to access and use the Studios and the General Benefits during the Member's scheduled Studio time. The access card shall remain at all times the property of Tashkeel and must be returned upon Membership cancellation, termination or expiration. Failure to return the access card or losing it will result in an AED 30+VAT charge.
- 1.8 The Member must sign in at Tashkeel Nad Al Sheba Reception and present their access wristband for check-in at the building entrance. The Member is prohibited from accessing the Studios without their access card.
- 1.9 The Membership and all its benefits are personal to the Member and may not be transferred to any other person under any circumstances.
- 1.10 Members must not allow any other person access to the Studios with the use of the Member's access wristband or otherwise. Doing so may result in immediate Membership termination.



2 PAYMENTS

- 2.1 The fee for the Membership package applied for must be paid for prior to commencement of membership. Payments can be made by cash, cheque and/or credit card. The Member understands that he/she will be notified if any payment fails to authorize for any reason, and that a penalty fee of AED 100 (one hundred) will apply if he/she does not provide a valid credit or debit card within ten (10) calendar days of any payment's rejection date.
- 2.2 Membership fees paid are non-refundable, regardless of Membership level or type, for example, standard, student and/or group. The period covered by any daily, weekly, monthly, quarterly or annual Membership, as well as any additional days of Membership for which payment is received, is considered the "**Paid Period**". Please see [Tashkeel's Charges](#) for further information.
- 2.3 Tashkeel reserves the right to increase the Membership fees at any time without affecting the existing subscriptions already paid for. The Membership fees and all other charges payable to Tashkeel are exclusive of any tax (VAT) imposed by the Federal Tax Authority or any other Government Authority.
- 2.4 The Member shall not be relieved of the obligation to make payments agreed to and no deduction from any payment shall be made because of the Member's failure to use Tashkeel's facilities. Fees are for the Paid Period stated in [Tashkeel's Charges](#).
- 2.5 Should for whatever reason the Member incur an outstanding balances for more than seven (7) days, such Member shall be subject to Membership suspension and/or cancellation. Any cost for collections incurred by Tashkeel will be added to the Member's outstanding balance. Upon termination or cancellation of Membership, any unpaid balance for services, Membership fees, or damages incurred through incompetence or negligence will become immediately due. Tashkeel reserves the right to charge past due balances and related charges to the Member's account.

3 GENERAL STUDIO RULES

- 3.1 The Member agrees to abide by all Tashkeel policies, rules and regulations as issued and amended by it from time to time at its own discretion, including these terms and conditions.
- 3.2 Tashkeel facilities are for the express purpose of creating art and design.
- 3.3 Members and their Guests must be eighteen (18) years of age. However, a Member may bring a minor child who is at least thirteen (13) years of age as a Guest, as long as the Member is the legal guardian of the minor child. The minor child must be under strict and direct supervision of their parent/legal guardian at all times.
- 3.4 Tashkeel should not be used as a personal and/or business address for the Members to receive mail and/or couriers. Furthermore, Members are not permitted to use Tashkeel's landline telephone for any reason other than for the purposes of an emergency.
- 3.5 While the Member is in the Studio, cell/mobile phones must have ringers turned off. Calls



should be taken outside the Studio/facility or kept very brief and discrete. Members and Guests must make every effort to minimize the impact of their cell/mobile phone use while in the Studio. Loud phone conversations are strongly discouraged and may result in Member's/Guest's exclusion from the Studios/facility, at the sole discretion of Tashkeel. Members and their Guests shall not take photos or videos in any form of other Members or their work, including but not limited to, those taken by phones without written permission.

- 3.6 As outlined in the General Benefits, Tashkeel offers its Members a facility for breakfast and lunch, coffee and tea self-service at Tashkeel Nad Al Sheba location which is separate from the Membership fee. No food and/or drink should be consumed in the Studios.
- 3.7 Members are requested to leave all of areas tidy and clean, and any unwanted items should be removed and placed in the appropriate trash bins and/or designated areas for disposal.
- 3.8 Members are permitted to use the facilities/equipment subject to the successful completion of an induction session led by a staff of the Tashkeel team. Members and their Guests must return all accessories or equipment to their proper location after use.
- 3.9 A Member may bring a Guest assistant and/or intern only after completing and submitting the relevant form to Tashkeel. The Member may be charged an daily access fee as stated in in [Tashkeel's Charges](#) for an assistant and/or intern. The Member must ensure that his/her Guest complies with all Studio rules, regulations, terms and conditions, and provisions. Guests must be attended by Member at all times and must sign in at the Front Desk. Tashkeel reserves the right to exclude any Guest from the Studios if the Guest's presence or behaviour, in the sole opinion of Tashkeel, would be detrimental to the use and enjoyment of Tashkeel by other Members and Guests. Members are responsible for the actions of their Guests.
- 3.10 The Member hereby acknowledges that an essential aspect of Tashkeel's business operations is its reliance upon a paperless enrolment process. Consequently, Tashkeel is highly dependent upon e-mail and therefore each Member must provide Tashkeel with an accurate e-mail address. The Member is required to notify Tashkeel in writing of any changes in e-mail address, mailing address, telephone, and billing information.
- 3.11 The Member consents to receive telephone calls and electronic messages, including automated telephone calls, from or on behalf of Tashkeel concerning Membership matters, including, without limitation, billing notifications, Studio closures, and special events or offers. Such communications will be placed to the telephone number then on file at Tashkeel.
- 3.12 Members and their Guests shall be subject to the control of Tashkeel staff and must follow the instructions of the staff while in Tashkeel. Members and their Guests agree to conduct themselves in a quiet and well-mannered fashion so as not to cause any disturbances that would interfere with the use and enjoyment of the Studios by other Members and Guests. Under no circumstance shall Member or Guest use foul, loud, or slanderous language, or harass, molest, badger, or solicit other Members or Guests. Members and their Guests agree to respect the cultural sensitives and laws of the United Arab Emirates.
- 3.13 No Pets in the Studio or in the building in which it is located. Do not leave dogs tied up outside. Bikes are restricted to outside storage.

- 3.14 All Members are expected to dress in keeping with the culture of the United Arab Emirates.
- 3.15 Bringing alcohol or any unlawful drugs to the Studio, and/or consuming them there is strictly prohibited. Any such instances will be dealt with by Tashkeel and will result in termination of Membership.
- 3.16 According to the local laws, it is illegal to smoke in enclosed public spaces. Smoking is therefore permitted only in designated smoking areas outside on Tashkeel's premises.
- 3.17 If a Member requires to move whether in or out of the Studios (Nad Al Sheba location), trolleys are available upon request from the Front Desk. The Member is not permitted to approach any Tashkeel staff and/or cleaning staff for assistance in moving items in or out of the Studio.
- 3.18 At its sole discretion and without notice, Tashkeel reserves the right to alter or amend standard hours of operation, make changes to the physical facilities, change equipment, alter, amend or eliminate programs and activities, and temporarily close the Studios or any part of it for any repairs, renovations or maintenance or workshops that may take place. Tashkeel will make every effort to minimize any disruption to Members during these periods.
- 3.19 Without affecting existing and fully paid for Memberships, Tashkeel reserves the right to alter or amend the terms of any or all of its Membership programmes, including but not limited to, pricing, timing, benefits, structures, rules, regulations, policies, Membership privileges, or other special Membership privileges.
- 3.20 Members must provide their own consumable materials and supplies. Tashkeel offers to the Members through their Art Supplies Store, a wide selection of art supplies for purchase.

4 ARTWORK RULES (including design outcomes)

- 4.1 The Member's artwork must not be illegal or unlawful, must not infringe any person's legal rights, and must not be capable of giving rise to legal action against Tashkeel or any person (in each case in any jurisdiction and under any applicable law).
- 4.2 The Member's artwork, and the use of it by Tashkeel in accordance with these terms and conditions, must not:
 - 4.2.1 be libellous or maliciously false;
 - 4.2.2 infringe any copyright, moral right, database right, trademark right, design right, right in passing off, or other intellectual property rights;
 - 4.2.3 infringe any right of confidence, right of privacy or right under any data protection legislation;
 - 4.2.4 constitute an incitement to commit a crime;
 - 4.2.5 be in breach of racial or religious hatred or discrimination legislation;
 - 4.2.6 depict violence in any explicit or gratuitous manner;
 - 4.2.7 be pornographic or sexually explicit;
 - 4.2.8 be obscene, indecent, offensive, deceptive, fraudulent, threatening, abusive, harassing, anti-social, menacing, hateful, discriminatory or inflammatory; and
 - 4.2.9 be in violations of any of the laws applicable in the UAE.



4.3 Tashkeel appreciates that what constitutes some of the terms and conditions mentioned above can be subjective. Tashkeel reserves the right to terminate the Membership of any Member in the event that any artwork produced or created that Tashkeel feel does not comply with these terms and conditions. If the Member has any doubts as to whether his/her artwork meets these conditions, please contact us and Tashkeel would be happy to advise.

5 Right to use Member's Work & Member's Image

5.1 By becoming a Member, you understand, agree, and consent to Tashkeel's perpetual use of any artwork created in the Studios or use of the Member's name, likeness and biography in connection with the Tashkeel for marketing purposes, which may include republishing such content in a variety of print and digital mediums or platforms (including any social media platform). At Tashkeel's discretion, the Member's name may accompany such use of such images.

5.2 By becoming a Member, you further understand and agree that you are responsible for the consequences of posting or publishing such images. You further affirm, represent, and warrant that you own or have the necessary licenses, rights, consents, releases and permissions to use and authorize Tashkeel to use all intellectual property, including but not limited to, patent, trademark, service mark, trade dress, trade secret, copyright, name, image, likeness or other proprietary rights ("IP") in and to any and all images or artworks to permit use of such images in the manner contemplated by these terms and conditions.

5.3 Tashkeel does not permit infringement of IP rights on its websites; Tashkeel will block and/or remove all images from websites or digital mediums /platform it controls if properly notified that such images infringe on another's IP or other right(s).

5.4 Active Members only may be assigned a personal, lockable, storage locker subject to availability. Personal belongings must be stored in lockers and are not be left in communal areas. Tashkeel is not liable for the loss or damage of any item left in the lockers.

5.5 Members who do not wish to renew (or have their membership cancelled due to breach of the terms and conditions), are required to remove all personal articles from their locker by the last day of their valid membership, after which, Tashkeel will be entitled to charge a penalty of AED50 per day for one calendar month. In the event that the penalty fee has not been paid and/or items are not collected by the end of the calendar month, items shall be destroyed, and the Member hereby waives any claims or demands regarding such property.

5.6 Active members are only permitted to leave artwork unattended that is in process or drying in the communal studios of Tashkeel for twelve hours. If artwork is left longer than this, a daily membership charge will be added to the member's account as a penalty. In the case of Associate members, one day will be removed from their balance of Tashkeel visits in lieu of the daily membership charge.

5.7 Members who do not wish to renew or have their membership cancelled due to breach of the

terms and conditions, are required to remove all artwork from communal areas by the last day of their Membership validity, after which, Tashkeel will be entitled to charge a penalty of AED50 per day for one calendar month. In the event that the penalty fee has not been paid and/or items are not collected by the end of the calendar month, items shall be destroyed, and the Member hereby waives any claims or demands regarding such property.

6 CANCELLATION/TERMINATION

6.1 Tashkeel reserves the right to cancel the Membership and terminate any Membership rights associated therewith for any violation by the Member of the provisions set forth, or as promulgated in the Studio or on its website, or of which Member has been verbally notified, including but not limited to:

- (a) failure to make payments of monies when due;
- (b) failure to observe any of these terms and conditions or any violation thereof; or
- (c) behaviour that is contrary to the best interests of Tashkeel, other Members or Guests.

6.2 Upon cancellation, the Member must return all Membership access devices (access card).

6.3 Any outstanding monies will be immediately due and payable.

6.4 It is the Member's sole responsibility to observe proper cancellation procedures. Termination of Membership will be effective at the conclusion of the Paid Period. The Member may continue to use the facility during the Paid Period.

6.5 If the Member is unable to use the facilities because of death or disability, the Member or Member's representative may cancel the Member's membership. Reasonable verification in writing must be provided to Tashkeel satisfaction. Provided no further payments are required to be made to Tashkeel, upon request, a prorated portion of any prepaid amount of any unused or utilized Paid Period will be refunded to the Member or Member's representative. This is the only circumstance wherein a refund will be provided back to the Member or the Member's representative.

6.6 Should any ability to use the Studios for whatever reason of Tashkeel's locations close and Tashkeel does not offer an alternative location substantially similar, the Member's Membership will be suspended during such closure and up to six (6) months and shall resume once the Studio becomes available for the Members to use.

7 LIABILITY/RISK

7.1 In consideration of the Member participating in the activities and use of the facilities offered by Tashkeel, the Member knowingly and freely assumes the risk of any and all accidents or injuries of any kind that may be sustained by, or in connection with, use of the facilities.

7.2 Tashkeel will not be responsible for the loss, theft, disappearance, or damage to any personal property, including art, art supplies, money or jewellery belonging to the Member. Members are strongly encouraged to leave valuables at home or to keep them in a secure location.



- 7.3 Except for those claims based upon Tashkeel's wilful misconduct or gross negligence, the Member agrees, to the fullest extent allowed by law, to fully release, discharge, indemnify, defend, and hold harmless, Tashkeel, its owners, officers, directors, shareholders, employees, agents, lessors of premises and equipment, and affiliates.
- 7.4 The Member acknowledges that Tashkeel has unsupervised art and design studios. The Member assumes all risks associated with using equipment alone without the presence or supervision of Tashkeel staff especially after the Member's completion of the induction session led by a staff representative of Tashkeel's team.
- 7.5 The Member hereby undertakes and warrants to fully indemnify, protect and compensate Tashkeel for all or any damages or losses, including loss of profit and legal fees and expenses, sustained by Tashkeel as a result of the Member's incompetence, negligence, misconduct or violation of these terms and conditions.
- 7.6 Tashkeel will not be held liable for any DEWA, Etisalat and/or Du disruptions of services which is beyond their control.

8 General

- 8.1 The Studio will be under surveillance twenty-four (24) hours a day. The video record of the Studio entry and Member use of the facilities will be retained by Tashkeel for scrutiny.
- 8.2 These terms and conditions shall be governed by and construed in accordance with the United Arab Emirates Laws.

I, _____ have read and understood these terms and conditions and agree to abide by them.

Electronic Signature

Date