

Terms and Conditions

Guildhouse offers five types of membership to meet the varying needs of practitioners and other professionals in the South Australian visual art, craft and design industry.

Applications/renewals for Guildhouse membership cannot be considered complete, and places in workshops, programs, or other events cannot be guaranteed until payment has cleared.

While Guildhouse will take reasonable steps to notify members that their membership is due for renewal, members are responsible for ensuring their membership is up to date. Guildhouse does not accept any liability for loss or damage suffered by the member as a result of them failing to renew their membership or due to any act or omission by the member.

Guildhouse Member Applicant Declaration

I acknowledge and agree that:

- I have read the terms and conditions of Guildhouse Membership.
- I understand that by becoming a Guildhouse Member I agree to being added to the Guildhouse mailing list/s to receive eBulletins and other communications from Guildhouse about arts, craft and design related news and events, opportunities and other information. I know I can unsubscribe at any time.
- I understand Guildhouse's Accredited and Allied Membership insurance policy only covers Guildhouse Accredited and Allied Members, not all Members.
- I agree that the information and material I provide as part of my membership application (CV, artist statement, images and all other documentation) may be used by Guildhouse to provide the referral service and promote Guildhouse, South Australian visual art, craft and design practice and/or my practice through our publications, exhibitions and projects including social media and electronic communications and other media with appropriate credit and attribution.
- I certify that to the best of my knowledge the information I have provided in my application for Guildhouse Membership is correct and discloses a full and accurate picture of my work as a professional practicing artist, craftsperson, designer or arts worker.

Guildhouse Accredited and Allied Members

As professional practicing artists and arts workers, Guildhouse Accredited and Allied Members are expected to operate fairly and ethically, which means adhering to all legal obligations relating to small business management, observing Work Health & Safety legislation and working within the confines of the Competition and Consumer Act as well as the Fair Trading laws in your respective State or Territory.



Guildhouse's Accredited and Allied member insurance package includes:

Public Liability	limit of \$20,000,000 any one claim
Products Liability	limit of \$20,000,000 in the aggregate
Professional Indemnity	sub-limit of \$5,000,000
Tenants Liability	limit of \$20,000,000
Goods in Physical and Legal Control	sub-limit of \$100,000
Personal Accident	up to \$1000 per week
Public and Products Liability	excess \$250
Personal Accident	Waiting Period 7 days

Exclusions:

Guildhouse's Accredited and Allied member insurance policy provides cover for your legal liability(ies) and does NOT include:

- cover for loss and/or damage to your own goods or property;
- your work in transit or on exhibition (contact Guildhouse for information about obtaining Marine Transit Insurance);
- aspects of risk that arise where you are the employer of staff with other specific legal obligations, for example Workers' Compensation;
- sickness.

Guildhouse's Accredited and Allied Membership is designed to cover the activities of the visual art, craft and design practitioner or arts worker as an individual operating as a sole trader. It also covers an individual member operating through a company or trust. The policy does not cover permanent employees and only extends cover to temporary contractors.

As a practitioner, it is your responsibility to confirm that the insurance package covers all of your needs before cancelling any existing insurance. The Personal Accident insurance does not cover sickness, nor is it a replacement for health insurance, life insurance or travel insurance.

As a practitioner you should note that Products Liability (insurance for bodily injury or property damage caused by a fault in the products you have made) is not retrospective. If you do not have Product Liability insurance at the time a claim is made, you will be personally liable for legal fees in defending any such case, and for any damages awarded against you.

Your Duty of Disclosure: You have a duty to tell us anything that you know, or could reasonably be expected to know, that may affect the insurer's decision to insure you and on what terms. You have this duty until the insurer agrees to insure you. You have the same duty before you renew, extend, vary or reinstate an insurance contract. If you do not tell us something you are required to, the insurer may cancel your contract or reduce the amount it will pay you if you make a claim, or both. If your failure to tell us is fraudulent, the insurer may refuse to pay a claim and treat the contract as if it never existed. For the complete Duty of Disclosure as it appears in JLT's Financial Services Guide or if you are in any doubt as to whether a piece of information ought to be disclosed, please contact Michael Gordon at Local Community Insurance Services (Michael.Gordon@jlta.com.au) or telephone 1300 853 800.

The Fine Print: Guildhouse's Accredited and Allied member insurance policy is arranged by Local Community Insurance Services and designed to protect you against allegations of common law legal liability, in other words, persons issuing legal proceedings against you in the event of your negligence. The policy is not intended to be "all embracing" but will cover the costs of a claim made against you, provided that the claim falls within the terms and conditions of the policy, and that the insurance company agrees to those costs being incurred. The insurer is QBE Insurance (Australia) Pty Ltd. It is a Broadform Public and Products Liability Insurance Policy with extension to provide Professional Indemnity cover.

DISCLAIMER: Information contained herewith and in the Guildhouse Insurance Factsheet should not be relied upon in lieu of legal advice on any particular case, transaction or matter.

To obtain Guildhouse Accredited or Allied Membership you will need to complete an application, which will be assessed to determine your status as a professional practicing artist, craftsperson, designer or arts worker. You will also be required to pay the annual membership fee.

Applicants will be considered suitable for Accredited or Allied Membership if they have or are actively working towards building a public reputation as an artist/arts worker. This may be demonstrated through a body of work, formal qualifications, professional experience and/or peer recognition (awards, grants, publications etc).

Once your application has been approved you will be notified that you have been accepted as an Accredited or Allied member of Guildhouse by email and your information will be given to Local Community Insurance Services who will add you to Guildhouse's Accredited or Allied Member insurance policy. If your application is declined your payment will be refunded. In all other cases Guildhouse Accredited and Allied Membership is non-refundable.

As an Accredited or Allied member the material (CV, artist statement, images) that you submit will be included in our data base of professional practitioners. This data base provides the basis for much of the referral work we do, and is used by galleries, retail outlets, curators, students, arts organisations and government bodies to assist them in selecting artists for professional opportunities, including commissions and exhibitions. Guildhouse may also use your submitted material to promote South Australian visual art, craft and design practice through our publications, exhibitions and projects, including social media and electronic communications. Keeping your details up to date with good quality images and information about your current practice enhances the referral services we undertake, as well as our promotion of South Australian visual art, craft and design.

Guildhouse Accredited and Allied Member Applicant Declaration

I acknowledge and agree that:

- I have read the terms and conditions of Guildhouse's Accredited and Allied Membership and the insurance factsheet as found on the Guildhouse website.
- I understand it is my responsibility to confirm the insurance package covers all of my needs when applying for Guildhouse Accredited or Allied Membership and throughout the period of my membership if my activities change.
- I understand Guildhouse's Accredited and Allied Membership insurance policy only covers my work as a visual arts, craft or design practitioner or arts worker.
- I understand the insurance package provided as a benefit of Accredited and Allied Membership does not cover groups or organisations.