

Guildhouse Terms and Conditions

Guildhouse Member Applicant Declaration

I acknowledge and agree that:

- I have read the terms and conditions of Guildhouse Membership in full.
- 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. I can unsubscribe from the mailing list at any time. However, this will unsubscribe all email correspondence, including membership renewal reminders.
- I agree that if I choose to pay my membership by instalments I must honour all payments. Failure to honour all payments may result in a cancellation of my membership and further action to recover funds owing.
- Guildhouse holds the right to refuse membership to any applicant.
- I understand that I am responsible for ensuring my membership is up to date. Guildhouse does not accept any liability for loss or damage suffered by the member because due to failing to renew membership or due to any act or omission by the member.
- I understand that insurance coverage is only applicable to Guildhouse's Accredited membership tiers.
- I agree that the information and material I provide as part of my membership application may be used by Guildhouse to provide referral services and promote Guildhouse through our publications, exhibitions and projects including social media and electronic communications and other media with appropriate credit and attribution.
- If I am an approved Folio member, Guildhouse may use my artist statement, bio, CV, images and weblinks to provide referral services and promote Guildhouse, Australian visual art, craft and design practice and/or my practice through our publications, exhibitions and projects including social media, website 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 Guildhouse membership application is correct.

For Accredited Members:

- I have read the insurance policy wording listed on the Guildhouse Accredited Membership application page.
- I understand that applications/renewals of Guildhouse memberships cannot be considered complete until payment has cleared and membership manually reviewed.

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- I have selected the appropriate membership tier for the activities I undertake in my practice.
- Accredited Plus and Accredited Premium coverage cannot be “added on” to an existing insurance package and a new membership application and fee must be made.
- It is my responsibility to notify Guildhouse if I work at heights between 5-15 metres.
- I understand that if I do not provide Guildhouse with the required details for an insurance-based membership application within 6 months, my membership fee will become a tax deductible donation.

Guildhouse's insurance based memberships are designed to cover the activities of the visual art, craft and design practitioner or arts worker. The 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. As a practitioner, it is your responsibility to confirm that the insurance package covers all of your needs before taking out this policy and/or cancelling any existing 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. The Personal Accident insurance does not cover sickness, nor is it a replacement for health insurance, life insurance or travel insurance.

As professional practicing artists and arts workers, Guildhouse Accredited 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.

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 Local Community Insurance Services at insurance@lcis.com.au or telephone on 1300 853 800

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.

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To obtain Guildhouse insurance based 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. Applicants will be considered suitable for Accredited Membership if they have or are actively working towards building a professional practice 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 via email and your information will be given to Local Community Insurance Services who will add you to Guildhouse's insurance policy. If your application is declined your payment will be refunded. In all other cases Guildhouse Memberships are non-refundable.

As an Accredited member the material (CV, artist statement, bio, images) that you submit will be included in our data base of professional practitioners. This data base assists us to do referral work and helps us connect with galleries, retail outlets, curators, students, arts organisations and government bodies 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.

Exclusions:

Guildhouse's 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 or your work in transit or on exhibition;
- aspects of risk that arise where you are the employer of staff with other specific legal obligations, for example Workers' Compensation;
- cover for a business with an ABN other than a Sole Trader;
- sickness

Purchase and Refund Policy:

Guildhouse provides a secure website and payment gateway in accordance with Australian industry standards. All orders are encrypted for your security and privacy. All prices are in Australian Dollars (AUD). Applications/renewals for Guildhouse memberships cannot be considered complete until payment has cleared. Guildhouse accepts Visa, Mastercard, direct deposit. Please contact us to pay by cheque or money order.

Member satisfaction is of the utmost important to us. Because the circumstances which may require a refund are likely to vary with each individual request, we must assess requests for refunds on a case-by-case basis. Please contact us and we will be happy to discuss your needs.

Code of Conduct:

By agreeing to become a Guildhouse member you agree to operate under the following guidelines when interacting with staff, industry professionals and fellow members. Staff and member

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wellbeing is of primary concern and as such Guildhouse supports the rights of all our staff and members to live, work and create in a safe environment free from harassment, abuse and danger.

Guildhouse retains the right to terminate or reject membership if you are found to be in breach of our Code of Conduct. This termination may be without reimbursement.

In your dealings with Guildhouse, its operations and services, you will:

- Take personal responsibility for ensuring that you do not act in any way to undermine any person's sense of safety, comfort or control.
- Always recognise a person's right for privacy, dignity and respect.
- Model positive and professional behaviour, expecting all whom you encounter will do the same.
- Unless explicitly invited to do so, do not involve yourself in any part of a person's life not directly relating to the work you are undertaking with them or the services you are receiving from Guildhouse.
- Not invade a person's sense of person by knowingly undertaking any interaction or activity in a manner that is disrespectful or threatening.

The abuse of any person is a breach of trust and will not be tolerated. Guildhouse members show respect and courtesy by:

- speaking to people politely
- respecting rules and guidelines
- listening to others and using appropriate language
- ensuring a discrimination and sexual harassment free workplace.

At Guildhouse we strive to always make decisions that are fair, consistent, impartial and based on merit.

If you believe you have been treated unfairly in our business, the following options are available:

- Talk to us. Our Operations Manager is available to take your call and hear your concerns.
- You may wish to put the matter in writing and email it through to guildhouse@guildhouse.org.au with Code of Conduct and your area of concern in the subject header. Please be clear and explain what you want to happen to resolve this complaint
- Seek information. Call the South Australian Equal Opportunity Commission
 - Phone: (08) 8207 1977 or for Country Callers on 1800 188 163 (please leave a message and you will receive a call back),
 - Email: EOC@sa.gov.au OR head to <https://eoc.sa.gov.au/resources/information-portals> for further reading around your concerns

At Guildhouse, we believe it is important to raise all concerns that may affect your work, or the delivery of services to you, as soon as possible.