

Guildhouse Member Declaration

Terms and Conditions

I acknowledge and agree that:

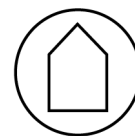
- I have read the Terms and Conditions of Guildhouse Membership in full.
- I certify that to the best of my knowledge the information I have provided in my Guildhouse membership application is correct.
- I agree that the information and material I provide as part of my membership application may be used 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.
- 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.
- If I chose 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.

For Accredited Members:

- 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 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.
- 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, the member uploads all required details to their portal profile and membership is manually reviewed and processed by Guildhouse staff.
- I understand that I am not insured until my membership is manually reviewed and processed/accredited. Once processed/accredited, notification will be sent to the member via email. I acknowledge that my email address on file is up to date, so as to receive correspondence from Guildhouse.

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PO Box 10035
Adelaide Business Centre
South Australia 5000
PH: (08) 8410 1822 guildhouse.org.au
Guildhouse Incorporated ABN 75 442 934 320



- For new member applications: I understand that if I do not provide Guildhouse with the required details for an insurance-based membership application within 3 months of initial payment, my membership fee will become a tax deductible donation.
- For renewing members: I understand that if I do not provide Guildhouse with the required details for an insurance-based membership renewal within 6 months of initial payment, my membership will lapse and the fee will become a tax deductible donation.

Guildhouse's Accredited Membership is designed to cover the activities of the visual art, craft and design practitioner or arts worker. The policy is organised by Cover for Creatives Pty Ltd, with underwriters: Berkely Insurance Australia for Public and Product Liability and Liberty Specialty Markets for Personal Accident. The policy is designed to give you protection against allegations of common law legal liability. In other words, persons issuing legal proceedings against you in the event of your negligence. In addition to your insurance, it is important to have training and risk management plans to mitigate potential hazards. This policy is available to individuals with ABN entity types: sole trader, partnerships, trusts, groups and organisations/companies.

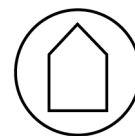
The policy is not intended to be "all embracing" but will cover the costs of a claim made against you, provided that the claim falls within the terms and conditions of the policy, and that the insurance company agrees to those costs being incurred. As a practitioner, it is your responsibility to confirm that the insurance package covers all 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 product/s 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.

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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. If you are in any doubt as to whether a piece of information ought to be disclosed, please contact Cover for Creatives via enquiries@coverforcreatives.com.

Disclaimer:

Information contained herewith and in the Guildhouse Accredited Membership Insurance Factsheet should not be relied upon in lieu of legal advice on any particular case, transaction or matter. Once your application has been approved you will be notified via email and your information will be given to Cover for Creatives who will add you to Guildhouse's insurance policy. If your application is declined your payment will be refunded.

As an Accredited Member, the required material (date of birth, ABN (if applicable), CV, artist statement, bio, 8 images) that you submit will be included in our database of professional practitioners. This database assists Guildhouse undertake referral work and to connect with galleries, retail outlets, curators, students, arts organisations and government bodies selecting artists for professional opportunities, including commissions and exhibitions. Keeping your details up to date with good quality images and information about your current practice enhances Guildhouse's referral services, as well as our promotion of South Australian visual art, craft and design.

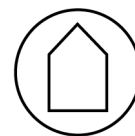
Exclusions:

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, equipment 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;
- sickness;
- cover for any commercial business activities, whether or not affiliated with the member's practice.

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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 most major cards, excluding American Express. Please contact us for a direct deposit:

guildhouse@guildhouse.org.au.

Cover for Creatives may supply pro-rata refunds, should a member withdraw their membership. Please contact us to discuss your needs.

Code of Conduct:

By becoming a Guildhouse member, you agree to operate under the following guidelines when interacting with staff, industry professionals and fellow members. Staff and member wellbeing is of primary concern and Guildhouse supports the rights of all our staff and members to live, work and create in a safe environment free from harassment, abuse, violence 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 will be without reimbursement.

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

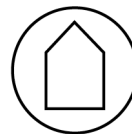
- Take personal responsibility for ensuring that you do not act in any way to undermine any person's sense of safety, comfort or control.
- Always recognise a person's right for privacy, dignity and respect.
- Model professional behaviour, expecting all whom you encounter will do the same.
- Unless explicitly 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 someone'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 dignity and will not be tolerated. Guildhouse members show respect and courtesy by:

- communicating politely with others
- respecting rules and guidelines
- ensuring a discrimination and sexual harassment free workplace.

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Guildhouse has zero tolerance towards racism, xenophobia, ableism, misogyny, homophobia, transphobia, and all forms of prejudice and abuse.

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

At Guildhouse, we believe it is important to raise all concerns as soon as possible. If you believe you have been treated unfairly in our business, follow the options available:

- Talk to us. Guildhouse's Operations Manager is available to take your call and hear your concerns.
 - Call (08) 8410 1822 or email guildhouse@guildhouse.org.au with 'Code of Conduct' and your area of concern in the subject header. Please be clear and explain how you want this concern resolved.
- Seek information. Call the South Australian Equal Opportunity Commission
 - (08) 7322 7070 or for Country Callers on 1800 188 163 - please leave a message and you will receive a call back.
 - Email: Equal@sa.gov.au
 - Visit <https://www.equalopportunity.sa.gov.au/> for further reading around your concerns.

Last Reviewed: May 2025

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