

# **Guildhouse Member Declaration**

## **Terms and Conditions & Code of Conduct**

### **As a Guildhouse Member, I acknowledge and agree that:**

- I have read this document 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.
- I understand that insurance coverage is only applicable to Guildhouse's Accredited Membership.
- Guildhouse holds the right to refuse Membership to any applicant.

### **As an Accredited Member:**

- 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 have read the insurance policy wording, featured on the Guildhouse Accredited Membership Insurance Factsheet.
- I understand that applications/renewals of Guildhouse Memberships cannot be considered complete until payment has cleared, the Member uploads all required details to their Membership Profile and it is manually reviewed and processed by Guildhouse staff.
- Once applications/renewals are accredited/processed, 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.
- For new Accredited 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. If details are missing, Guildhouse staff will make contact via email and/or phone.

- For renewing Accredited 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. If details are missing, Guildhouse staff will make contact via email and/or phone.

Guildhouse's Accredited Membership is available to individuals who do not have an ABN, or have the following ABN entity types: Individual/Sole Trader, Partnerships, Trusts, Groups and Organisations/Companies. As a Guildhouse Accredited Member, 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.

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 combined liability policy is designed to give Members 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.

As a Member, 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.

The policies that Cover for Creatives has arranged is not intended to be "all embracing". The policy will cover you against legal action taken against you, and against professional acts of negligence that result in bodily injury or property damage. The policy covers 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 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 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](mailto: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/renewed has been accredited/processed, you will be notified via email and your information will be given to Cover for Creatives. If your application is declined, your payment will be refunded.

As an Accredited Member, the required details (date of birth, ABN (if applicable), CV, artist statement, bio, 8 images) that you submit will be included in our internal Membership Portal of professional practitioners. This database assists Guildhouse to 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 Accredited Membership insurance policy provides cover for your legal liability(ies) and does NOT include:

- theft, loss or damage of the Member's artwork, stock, goods, equipment or property, or the Member's 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.

## **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 and renewals cannot be considered complete until payment has cleared, all required details are supplied in the Membership Portal and the application/renewal has been manually accredited/processed by Guildhouse staff. Guildhouse accepts most major cards, excluding American Express. Cover for Creatives may supply pro-rata refunds, should a Member withdraw their Membership. Please contact Guildhouse to discuss your needs.

## **Code of Conduct:**

As a service-based organisation, Guildhouse supports our Members and community by uplifting artists, crafts practitioners and designers. This Code of Conduct was established to set out clear expectations for behaviour that foster welcoming, accessible and inclusive experiences.

The wellbeing of Guildhouse staff and Members is of primary concern. As such, Guildhouse supports the rights of everyone to live, work and create in a safe environment. Guildhouse has zero tolerance towards racism, xenophobia, ableism, misogyny, homophobia, transphobia, and all forms of prejudice and abuse. The mistreatment 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, using appropriate language or modes of communication, ensuring a discrimination and sexual harassment free workplace and/or event.

In your dealings with Guildhouse, Members agree to:

- Take personal responsibility for ensuring that you do not act in any way to undermine the safety, comfort, dignity, respect, privacy or control of others.
- Model professional behaviour, expecting all whom you encounter will do the same.
- Not invade someone's sense of person by knowingly undertaking any interaction or activity in a manner that is disrespectful or threatening.
- Not involve yourself in any part of a person's life not directly relating to the work you are undertaking, unless explicitly invited to do so.
- Not collect or distribute non-consensual images or recordings that violate a person's trust or safety.
- Not engage in non-consensual touch or sexually suggestive comments.
- Not make discriminatory remarks or assumptions about someone's gender identity, sexuality, ethnicity, religion, faith, ability or mental/physical health.
- When dealing with Guildhouse staff in person, be responsible for items in your physical or legal control, and respect others' property. Dangerous objects that may result in physical or mental harm are prohibited, and Guildhouse staff will take action.

- Not communicate with staff, on matters relating to Guildhouse, via personal social media. Guildhouse staff reserve the right to not reply to said social media interactions. Guildhouse staff may redirect contact to official channels. All electronic communication with Guildhouse staff is to occur through official organisational channels – via email addresses ending in [@guildhouse.org.au](mailto:@guildhouse.org.au).

By being a Guildhouse Member, you agree to operate under these guidelines when interacting with staff, industry professionals and fellow Members.

Guildhouse reserves the right to:

- Reject or terminate Membership if you are found to be in breach of the Code of Conduct. This termination will be without reimbursement.
- Alter the Code of Conduct without prior notice.

### **Loding a complaint:**

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:

Guildhouse's General Manager is available to take your call and hear your concerns.

- Call (08) 8410 1822 or email [guildhouse@guildhouse.org.au](mailto:guildhouse@guildhouse.org.au) with 'Guildhouse Member Declaration' 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](mailto:equal@sa.gov.au)
  - Visit <https://www.equalopportunity.sa.gov.au/> for further reading around your concerns.