
TERMS AND CONDITIONS OF ACCREDITATION





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Last updated: 13 November 2023

Thank you for applying to become an Accredited Lecturer. We are delighted that we are able to offer to Accreditate you, subject to these Terms. This means you will be included in our Directory.

We may amend these Terms from time-to-time and will notify you if we do so. We may also amend any part of these Terms (including the Complaints Procedure, the Performance Assessment Procedure and our Privacy Notice to you) by making supplemental documentation available to you.

Please get in touch with us if you would like the most up-to-date copy of these Terms and any other relevant documentation for your records. We recommend that you download and print a copy of these Terms for your future reference.

We will use reasonable endeavours to make the most recent version of these Terms available online, here: <https://theartsociety.org/lecturer-faqs>

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE AGREEING TO BECOME AN ACCREDITED LECTURER

In particular, please review Clauses 2, 4, 14 and 15 below. Please also review the appended Privacy Notice.

WHO ARE WE?

The Arts Society is the operating name of The National Association of Decorative and Fine Arts Societies (NADFAS), a company limited by guarantee (04307984), with charitable status. We are registered with the Charity Commission for England and Wales (1089743), and the Scottish Charity Regulator (SC039240).

NADFAS Enterprises Limited (**NEL**), a limited company (01923665), is a wholly owned subsidiary of The Arts Society. NEL donates all its taxable profits to The Arts Society.

To contact us, please email us at: education@theartsociety.org

We can also be reached by post to: Office 4.55, LABS, 90 High Holborn, London WC1V 6LJ

1. Definitions and interpretation

In these Terms, unless the context otherwise requires, the definitions and interpretation provisions set out in Schedule 1 shall apply.

2. Accreditation

2.1 Subject to these Terms, we agree to Accredite you and shall, on request from any Member Society or Area, confirm that you are Accredited. As part of your Accreditation, we shall include you in the Directory.

2.2 As an Accredited Lecturer, subject to our receipt of the Annual Fee in full and cleared funds and compliance with these Terms in full, you will be eligible to:

- (a) offer your services as an Accredited Lecturer to Member Society and Area programme planners;
- (b) have access to view the Directory;
- (c) receive an invitation to participate in Directory Related Events;
- (d) receive Accreditation and The Arts Society-related information and advice from us (as issued by us from time-to-time in our discretion); and
- (e) refer to The Arts Society in a form approved by us from time-to-time in writing, including use of The Arts Society name and the Accredited Phrase (subject always to Clauses 12.1 to 12.4).

2.3 In consideration for the rights in Clause 2.1 above, you shall pay the Annual Fee in accordance with any instructions given by us, on an annual basis.

2.4 We will determine the amount of the Annual Fee and the date that it is due for payment from time-to-time. This will be communicated to you in writing prior to the Annual Fee falling due.

2.5 If the Annual Fee is not received by us by the due date in full and cleared funds (including in the event of a Sabbatical):

- (a) your details may be removed from or not included in the Directory (or otherwise hidden from view or 'delisted') at our sole discretion; and/or
- (b) at our discretion, we may reference you as being "retired", "non-paying" or similar to reflect your non-paying status, both in the Directory and in communications with third parties, including with Member Societies and Areas; and/or
- (c) we may charge you an additional administration fee (the amount to be determined at our discretion from time-to-time, acting reasonably, as notified to you in writing), which will be due immediately upon written notice, in addition to the Annual Fee.

2.6 You will remain Accredited until we inform you in writing that your Accreditation has been revoked. Such revocation shall be in our sole discretion in the event of no or late-payment of any monies due to us from you.

- 2.7 We will not be liable to refund you the Annual Fee (or any portion thereof or any other moneys paid to us) in the event that your Accreditation is revoked, or if you are removed from the Directory, or your relationship with us otherwise comes to an end, in each case for any reason.

3 Lecturer-requested removal or Sabbatical

Removal

- 3.1 You may notify us in writing if you wish to give up your Accreditation. After receipt of such a notice, we will (within a reasonable period of time) revoke your Accreditation, which means you will be removed from the Directory. You will cease to be eligible for the benefits set out in Clause 2.1 above and will not be liable for any future Annual Fees.

Sabbatical

- 3.2 You may request a Sabbatical by contacting us in writing at any time detailing your request for a Sabbatical, including your desired Sabbatical duration and start and end dates. Permission to provide or extend a Sabbatical shall be in our sole discretion.
- 3.3 Whilst you are on Sabbatical:
- (a) you will remain Accredited unless we inform you in writing that your Accreditation has been revoked (subject to these Terms);
 - (b) you will continue to be liable for the payment of the Annual Fee in accordance with these Terms;
 - (c) during the period of your Sabbatical, you may elect to either:
 - (i) be removed from the Directory for a requested period of time; or
 - (ii) continue to appear in the Directory, but not accept bookings for your services, and
 - (d) we will use reasonable endeavours to implement any changes to the Directory necessary to reflect your Sabbatical within a reasonable period of time.
- 3.4 At the end of your Sabbatical, we will use reasonable endeavours to readmit you into the Directory. You may be required to give a demonstration of your lecturing skills in order to be readmitted to the Directory.

4 Revocation of Accreditation

- 4.1 We may cease to Accredite you (and consequently may remove you from the Directory) upon providing you with no less than six (6) months' notice of our intention to do so.
- 4.2 We may cease to Accredite you (and consequently may remove you from the Directory) with immediate effect on written notice, in each case at our sole election, in the event that one or more of the following situations arises:

- (a) we deem it appropriate following the Performance Assessment Procedure;
- (b) we deem it appropriate following the outcome of the Complaints Procedure;
- (c) you fail to pay the Annual Fee by the due date;
- (d) you breach (or are found to have breached) these Terms, or any of our published ethos, policies and procedures (as updated from time-to-time), or any other agreement in place between you and us or between you and a Member Society or Area;
- (e) we consider that:
 - (i) continuing to Accredite you;
 - (ii) we and/or a Member Society and/or an Area being associated with you; or
 - (iii) any of your actions or omissions (regardless of when occurring),may bring (or has brought) us, any Member Society, any Area, the Accredited Phrase, and/or any other relevant third party into disrepute;
- (f) we consider that you have or may or will act or omit to act in any way that has the purpose or effect of dishonesty, fraud, negligence, or bad faith in respect of any of your dealings with us, Member Societies or Areas or any other relevant third party; or
- (g) we consider that you have or may or will act (or fail to act) in any way that: (i) breaches any law or regulation or guidance or industry best-practice (including any failure to obtain any relevant consents, establish any relevant legal basis, or provide any relevant notices in connection with any lectures you provide); (ii) infringes on any rights, remedies or obligations of ours, Member Societies, Areas or any third party; (iii) is in anyway harmful, intimidating, humiliating, insulting, bullying, abusive, or offensive to any person; (iv) promotes or makes content available (directly or indirectly) in any forum (including lectures given by you) that is not appropriate in that forum; (v) promotes or makes available (directly or indirectly) unsolicited or unauthorised advertising or promotional materials; or (vi) in any way promotes or makes available or engages in (directly or indirectly) illegal content.

5 Suspension

5.1 After providing you with written notice, at our sole election and with immediate effect, we may suspend your Accreditation, and consequently temporarily remove you from the Directory, (for any length of time) in the event that:

- (a) we believe any of the circumstances set out in Clause 4.2 apply or may apply to you; or
- (b) we are in the course of undertaking (or planning to undertake) any investigation (including the Complaints Procedure or Performance Assessment procedure) into circumstances that may give rise to a right to cease or suspend your Accreditation under Clause 4.2.

- 5.2 We may give as much or as little information in the written notice specified at Clause 5.1 as we deem reasonable in the circumstances, taking into account any risk of impeding or prejudicing any relevant investigation.
- 5.3 We will provide you notice in writing of the date a suspension under Clause 5.1 comes to an end.
- 5.4 We may also end a suspension by ceasing to Accredite you, and consequently removing you from the Directory, which will always be done in accordance with these Terms (including Clause 4).

6 Effect of revocation or suspension of Accreditation

- 6.1 Upon revocation, suspension, cessation or cancellation of your Accreditation for any reason (including as set out under Clauses 3 - 5), unless stated otherwise in these Terms, you will:
- (a) immediately cease to be eligible for the benefits listed in Clause 2.1. In particular, you will immediately cease to use the Accredited Phrase and our name or any other reference to The Arts Society;
 - (b) cease to be included in the Directory, unless at our sole election, we elect to amend or suspend your inclusion in the Directory instead; and
 - (c) immediately, upon our request, destroy or return to us (at our election) any materials provided to you by us and any materials bearing our name or the Accredited Phrase and any other Intellectual Property Rights of ours.
- 6.2 At our discretion, we may notify any relevant Member Societies and/or Areas of any revocation, suspension, sabbatical, cessation or cancellation of your Accreditation.
- 6.3 You warrant and represent to us that you will provide any relevant Member Society and/or Area with the right to cancel, with no liability or cost to it, any lecture, series of lectures or other appearance(s) it has arranged with you which remain unfulfilled at the date of revocation, suspension, sabbatical, cessation or cancellation of your Accreditation, and refund any fees already paid to you in respect of the same.
- 6.4 After your Accreditation has been revoked, suspended, ceased or cancelled for any reason, or in advance of your return from Sabbatical, you may request to be re-Accredited (subject to our standard Accreditation procedure). We reserve the right, at our sole election, to impose additional requirements or conditions in respect of your re-Accreditation (the grant of which shall be subject to our sole discretion). For example, you may be required to give a demonstration of your lecturing skills to be re-Accredited.

7 Provision of lectures and services

- 7.1 Nothing in these Terms obliges you to perform lectures, nor does it provide any guarantee that you will be afforded the opportunity to give lectures or provide services to Member Societies or Areas.

- 7.2 All arrangements with regard to the provision of lectures, including fees, expenses, travel and hospitality arrangements (subject to Clause 6.3) are to be negotiated and made between you and the relevant Member Society and/or Area directly.
- 7.3 We may choose to provide non-binding and non-contractual guidance documentation, in connection with the Directory, to assist you and Member Societies and/or Areas in coming to an arrangement for the provision of your services. Notwithstanding this, we have no responsibility, liability or obligation in the event of a dispute or disagreement between you and a Member Society or Area and we have no responsibility to resolve (or assist in resolving) any dispute or disagreement of any kind between you and a Member Society or Area.
- 7.4 From time-to-time, you may be invited to accompany tours in conjunction with The Arts Society's Travel Affiliates. All arrangements in respect of such tours are to be negotiated and made between you and the relevant Travel Affiliate. Please be aware that you may be subject to the Travel Affiliate's own terms and conditions in addition to these Terms. We have no responsibility, liability or obligation in the event of a dispute or disagreement between you and a Travel Affiliate and we have no responsibility to resolve (or assist in resolving) any dispute or disagreement of any kind between you and a Travel Affiliate.

8 Directory fair-use requirements

- 8.1 We publish and maintain the Directory online. We reserve all of our rights in the Directory. No part of the Directory may be reproduced or copied in any form without our express written permission. The Directory and any information you come to know in connection with the Directory is strictly confidential.
- 8.2 Your access to the Directory is granted solely for the purpose of enabling you and Member Societies and/or Areas to liaise with one another to enable the provision of lecture(s) by you to the Member Society or Area (the **Directory's Purpose**).
- 8.3 In relation to the Directory and any other online property we operate, you shall not, shall not attempt to, and you shall not permit any person to (by act or omission):
- (a) use, disclose or otherwise exploit the Directory in any way, other than by you for the Directory's Purpose;
 - (b) amend, edit, frame or otherwise change or display any part of the Directory (or make it look like the Directory has been edited) without our express written consent;
 - (c) conduct, facilitate, authorise or permit any text or data mining or web scraping;
 - (d) introduce viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful or otherwise attempt any form of cyber-attack; or
 - (e) gain unauthorised access to the Directory or any server on which our data is stored or any server, computer or database connected to the Directory.
- 8.4 You will keep all of the details we hold about you and publish in the Directory up to date and notify us immediately of any changes.

- 8.5 If you receive an enquiry for access to the Directory from a third party, you will notify us immediately.
- 8.6 You may only access the Directory in accordance with these Terms. Your access to the Directory shall only be via the use of a valid username and password, issued by us. You must treat your username and password as strictly confidential and must not share this with any other person. If you know or suspect that anyone other than you knows your password, you must promptly notify us and change your password.
- 8.7 We have the right to disable an account's access to the Directory at any time if, in our reasonable opinion, you have failed to comply with any of the provisions of these Terms or if we believe the account has been compromised in any way. You will be responsible for any losses or liabilities arising out of any unauthorised access of, or use of, the Directory in connection with your credentials.

9 Performance assessment and on-going reviews

- 9.1 Member Societies and/or Areas may submit Reviews to us after each lecture or event that you provide to them. Your Reviews may be published in the Directory.
- 9.2 We use these Reviews to monitor your performance and your fees. We may also provide information about your performance and fees to Member Societies and/or Areas, and for our own statistical purposes.
- 9.3 Your fees may be disclosed, via the Directory, to Member Societies and/or Areas. This is on a confidential basis and information related to your fees will not be viewable by other Accredited Lecturers who have access to the Directory in their role as an Accredited Lecturer.
- 9.4 Reviews may be retained for the period of time that you remain Accredited and for a reasonable duration thereafter for any reasonable purpose, such as evidencing a reason for suspension or revocation of Accreditation.
- 9.5 We will use reasonable commercial endeavours to inform you of the results of any Reviews submitted about you on an annual basis. You may contact our Education Department on the contact details at the top of these Terms to discuss your Reviews.
- 9.6 We may, at any time during your period of Accreditation, perform an assessment of your performance in accordance with the Performance Assessment Procedure.

10 Code of Conduct

- 10.1 You warrant and represent that, at all times whilst remaining Accredited or being included in the Directory, you will conduct yourself in a courteous manner and not do (directly or indirectly via act or omission) anything that will or may bring us, any Member Society, any Area or the Accredited Phrase into disrepute or that otherwise may negatively affect our goodwill or any goodwill in any Member Society or Area or in the Accredited Phrase. This includes:
- (a) always acting in a civil and respectful manner to all persons you encounter whilst being associated with us, a Member Society or an Area, in particular when hosting lectures or conducting communications with Member Societies or our staff members or volunteers;

- (b) not doing any act that may give rise to a cause to cease to Accredite you under Clause 4.2; and
- (c) at all times complying with our published ethos, policies and procedures (as updated from time-to-time), such as those published here:
<https://theartsociety.org/about-us/our-policies>, including our Equity, Diversity and Inclusion policy.

11 Complaints

- 11.1 If we receive one or more complaints about your conduct, we may (at our election) investigate the allegation, which may include taking action in accordance with the Complaints Procedure.
- 11.2 Complaints are retained for the period of time that you remain Accredited and for a reasonable duration thereafter for any reasonable purpose, such as evidencing a reason for suspension or revocation of Accreditation.
- 11.3 We are not obliged in any way to disclose the contents or existence of a complaint to you. Disclosure of a complaint shall be at our sole election, taking into account applicable laws and our own policies and procedures.

12 Intellectual Property Rights

Rights we grant to you

- 12.1 We grant you a non-exclusive, royalty free, non-sublicensable, non-assignable, revocable, licence to use (but not modify or amend) our name ('The Arts Society') and the Accredited Phrase during such period of time that you remain Accredited (for the avoidance of doubt, excluding any suspension or Sabbatical), subject always to these Terms and for the purpose of promoting any lectures or tours undertaken by you in connection with The Arts Society.
- 12.2 You may use the Accredited Phrase in connection with your work (whether related to us or not), other than in connection with any tour or cruise which is with a travel partner other than one of our Travel Affiliates.
- 12.3 You shall not use our name ('The Arts Society') or the name of any of our entities, Member Societies or Areas, or the Accredited Phrase, to promote or imply endorsement of, or indicate an association in any way with, any tours undertaken through any organisation other than our Travel Affiliates or a Member Society or an Area.
- 12.4 You shall comply at all times with any guidelines in connection with use of our name and/or the Accredited Phrase which we may issue from time-to-time.

Limited permissions you grant to us to use (but not own) materials you provide to us

- 12.5 Under Clauses 12.6, 12.7 and 12.8 you grant us permission (i.e., a licence) to use (but not own) certain materials. You give us these permissions so that we can: grant you Accreditation; administer your Accreditation (including administering the Complaints Procedure and Performance Assessment Procedure); administer the Directory (including keeping your details up to date and making details of the services you offer available); and/or promote you or us (such as holding Directory Related Events, making samples of your work

available, or making images, footage and other details about you available in connection with the Directory). We won't use your Lecturer Materials or your Lecturer Image Rights for any other reason without your permission.

- 12.6 Subject always to Clause 12.5, you grant us, our Member Societies and our Areas a non-exclusive, assignable, sub-licensable and irrevocable licence, in perpetuity, to use, modify, adapt and/or translate any materials and Intellectual Property Rights used by or provided by you in any form, including digital forms, in connection with your work with us, a Member Society, an Area and/or a Travel Affiliate (including images, photographs, presentations and video or audio clips) (**Lecturer Materials**).
- 12.7 Subject always to Clause 12.5, you grant to us, our Member Societies and our Areas the right to use (and to authorise others to use) your name, likeness, voice and biographical materials, such as where we capture images or footage of you at Directory Related Events and where you provide us with biographical materials about you to include in the Directory (**Lecturer Image Rights**).
- 12.8 You waive, and agree not to assert, any moral or other non-transferable rights under the present or future laws of any jurisdiction to the Lecturer Materials or the Lecturer Image Rights and grant us the right (including authorising others) to edit, copy, adapt, translate, add to, delete or otherwise modify the same (in whole or in part) to the extent we consider reasonably necessary to enable us to perform the functions described in Clause 12.5.

13 No guarantee

- 13.1 We do not guarantee that access to the Directory (or the website on which it is hosted) will be uninterrupted or the content of the Directory will be error free or up-to-date, or that the Directory or your use of it will be free of viruses or other harmful material. From time-to-time, the Directory may become inaccessible in order to carry out updating or maintenance work.
- 13.2 We may suspend or withdraw or restrict the availability of all or any part of the Directory or our websites for business and operational reasons.
- 13.3 Where the Directory or one of our websites contains links to other sites and resources, or includes content provided by third parties (such as other Lecturers), these links, resources and content are provided for information purposes only. Making such links, resources and content available should not be interpreted as our approval of the same.

14 Warranties and indemnity from you to us

- 14.1 You warrant and represent to us that:
- (a) you are at least 18 years old;
 - (b) you are fully entitled to, and have legal capacity to, freely enter into these Terms;
 - (c) you are fully entitled to grant all rights expressed herein to us, including that you have all necessary rights, licences, consents, legal basis and permissions to use the Lecturer Material and Lecturer Image Rights and grant to us the licences and permission in respect of the same, as set out in these Terms;

- (d) there is no infringement or likely or expected or alleged infringement of any third party rights (including any Intellectual Property Rights) in your or our use of Lecturer Materials or the Lecturer Image Rights; and
- (e) at our reasonable request from time-to-time, you will do (or procure the doing of) all such further acts (and execute or procure the execution of any further documents) as may be reasonably necessary or desirable to give us the full benefit of these Terms.

14.2 You indemnify us and the Member Societies and Areas irrevocably against all and any costs, claims, expenses and liabilities (including, without limitation, any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) resulting from any breach by you of these Terms or any of our published ethos, policies and procedures (as updated from time-to-time). At our request and at your own expense you will provide all reasonable assistance to enable us, a Member Society or an Area to resist any claim, action or proceedings brought against us as a consequence of that breach.

15 Our responsibility for loss or damage suffered by you

- 15.1 Nothing in these Terms shall operate to exclude or limit the liability of either party for: (a) death or personal injury caused by that party's negligence; (b) fraud or fraudulent misrepresentation; or (c) any other liability which cannot be excluded or limited under any applicable law.
- 15.2 Subject to Clause 15.1, but otherwise notwithstanding anything contained in these Terms, we shall not be liable to you for any indirect, consequential or special loss or damage (including, without limitation, any loss of business, profits or goodwill), even if we are aware of or have been advised as to the possibility of the same occurring.
- 15.3 Subject to Clause 15.1, you acknowledge that, in entering into these Terms, you have not relied on any representation, warranty or other provision except as expressly provided in these Terms, and that all conditions, warranties and other terms of any kind from us to you (whether written or oral, express or implied by statute, at common law, by a course of dealing or in any other way whatsoever), other than those expressly set out in these Terms, are excluded from these Terms to the fullest extent permitted by applicable law.
- 15.4 Subject to Clause 15.1, but without prejudice to Clauses 15.2 and 15.3, and in circumstances where we have not effectively excluded our liability to you under or in connection with these Terms, our maximum liability in aggregate to you (whether in contract, tort, negligence, breach of statutory duty or otherwise) shall be £5,000.

16 Force Majeure

We shall not be liable for any failure or delay in the performance of any of our obligations under these Terms caused by any circumstances beyond our reasonable control.

17 Dispute resolution between you and us

- 17.1 The parties shall attempt to resolve any dispute or claim arising out of or in connection with these Terms via good faith discussions between you and our nominated representative. A

minimum 14-day period of good-faith discussions shall be a pre-condition to the commencement of legal proceedings before any court in accordance with Clause 19.9.

18 Data Protection

- 18.1 Your personal information will be made available to third parties via the Directory, including Member Societies, Areas and other Accredited lecturers. Your information may also be used by us for the purposes set out in these Terms and our administration of the Directory and Accreditation process. We will always process your personal data in accordance with our GDPR Policy: <https://theartsociety.org/about-us/our-policies>. The Privacy Notice attached to these Terms supplements this policy and sets out more fully how we will use your personal data in connection with your Accreditation.
- 18.2 For the avoidance of doubt, and in accordance with the terms of these Terms, you are solely responsible for compliance with any and all applicable laws or regulations in the provision of your services (whether to us, a Member Society, Area or other relevant third party). In particular, this means that you will ensure any recording of any lecture provided by you, or any other processing of the personal data of any attendees of your lectures (including any subsequent use of recordings), is performed after providing the attendees with a valid notice of processing, after assessing the risks of the processing and after establishing appropriate legal bases (which may include, where necessary, obtaining the consent of the attendees).

19 Miscellaneous provisions

- 19.1 **Notices (email permitted).** All notices required under these Terms shall be sent by email and may also be sent (in addition to email or where we cannot get in contact with you via email) in writing by pre-paid first-class or recorded-delivery post. The address and email address for notice to us is as set out under “*who are we?*” above. All notices to us should be sent to the attention of the Education Department. You shall notify us of the address and email address for notices to you, which shall otherwise be the address and email address we hold in respect of you in our records. If sent by first-class or recorded-delivery post such notice shall be deemed to have been received 48 hours after posting. If sent by email, such notice shall be deemed to have been received at the time of successful transmission, or, if this time falls outside Business Hours, when Business Hours resume. “Business Hours” means 09:00-17:00 on any day, other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.
- 19.2 **Other terms may apply.** These Terms govern our relationship with you in relation to Accreditation and your inclusion in the Directory. Please be aware that additional terms may apply to you, including any agreement that sets out the relationship between you and Member Societies and/or Areas, and any separate privacy policy or terms of use of ours or Member Societies or Areas.
- 19.3 **Assignment.** We may transfer our rights and obligations under these Terms to another organisation for any reason, including for the purpose of re-organising our company structure. We will ensure that the transfer will not affect your rights under these Terms. For the avoidance of doubt, your Accreditation, inclusion in the Directory and acceptance of these Terms are personal to you and not assignable or transferable in any way.

- 19.4 Entire Agreement.** These Terms embody all the terms agreed between us and you with respect to the matters to which these Terms relate and supersede all previous agreements (including previous versions of our terms of Accreditation and terms of inclusion) between us and you with respect to such matter and no oral or other written representations warranties or premises provided by us to you shall be implied as terms of or otherwise affect these Terms.
- 19.5 No waiver.** The failure or forbearance by us to insist on any occasion upon the performance of these Terms shall not thereby act as a waiver of such breach or acceptance of any variation.
- 19.6 Severability.** If a provision of these Terms is, becomes or is found to be illegal, invalid or unenforceable (in whole or in part), the legality, validity and enforceability of the remainder of these Terms shall not be affected.
- 19.7 No partnership or agency.** Nothing in these Terms shall constitute a partnership, joint venture, relationship of agency or contract of employment.
- 19.8 Third Party Rights.** The provisions of these Terms are not intended to confer any rights of enforcement on any other third party save as stated herein, including in respect of our company group, Member Societies and Areas. Aside from those entities, the Contracts (Rights of Third Parties) Act 1999 does not apply to these Terms or to any of its provisions.
- 19.9 Governing law and jurisdiction.** These Terms (including any non-contractual matters and/or claims relating thereto) and your use or inclusion in the Directory and your Accreditation by us shall be governed by (and construed in accordance with) the laws of England and the parties hereto agree to submit to the exclusive jurisdiction of the English courts.

Schedule 1

Defined Terms and Interpretation

1 DEFINITIONS

Accreditation:	the process of that we undertake to assess that a lecturer has demonstrated a suitably high standard of lecturing skill on a range of arts subjects for the purpose of being listed in our Directory, and “ Accredited ” shall be interpreted accordingly. For more information, see: https://theartsociety.org/become-lecturer
Accredited Lecturer:	an expert individual who has been Accredited by us (subject to accepting these Terms).
Accredited Phrase:	the phrase, “ <i>Accredited Lecturer of The Arts Society</i> ”, which you are entitled to use in accordance with these Terms whilst being Accredited.
Annual Fee:	the annual recurring payment to be made by you to us (NEL) as consideration for Accreditation and consequent inclusion in the Directory, as more fully described in Clause 2. The Annual Fee is exclusive of VAT or any other equivalent sales tax, unless stated otherwise by us in writing.
Areas:	a geographical area designated by us from time-to-time in which Member Societies are grouped and administered by volunteers.
Complaints Procedure:	the complaints procedure set out in Schedule 3 of these Terms, as amended from time-to-time.
Directory:	the online directory of Accredited Lecturers for use by Member Societies and Areas in the planning of their programme of lectures, special interest days, study courses and visits.
Directory Related Events:	selected events organised by us to bring together The Arts Society’s programme planners and Accredited Lecturers, such as a ‘directory day’.
Directory’s Purpose:	the purpose that you are granted access to the Directory, as set out in Clause 8.2.
Intellectual Property Rights:	any and all copyright, performers’ rights, rights in computer software, database rights, rights in designs, trade marks, service marks, trade or brand names and domain names, rights in get-up, rights in goodwill or to sue for passing-off, unfair competition rights, patents, rights to inventions, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights (including all extensions, revivals and renewals, where relevant), in each case whether registered or unregistered and including all applications (and rights to apply) for protection of such rights and all similar or equivalent

rights or forms of protection which now, or will in the future, subsist in any part of the world.

Lecturer Image Rights:	has the meaning given to it in Clause 12.7.
Lecturer Materials:	has the meaning given to it in Clause 12.6.
Member Societies:	societies which are members of The Arts Society in the United Kingdom or overseas.
NEL:	has the meaning given to it in “ <i>who are we?</i> ” above.
Performance Assessment Procedure:	the performance assessment procedure set out in Schedule 2 of these Terms, as amended from time-to-time.
Privacy Notice:	the privacy notice, as set out in Appendix 1, relating to our processing of your personal data in respect of providing Accreditation, as amended from time-to-time.
Review:	a review form completed by a Member Society or Area or another relevant person (such as one of our designated observers) in relation to your performance as an Accredited Lecturer.
Sabbatical:	the temporary removal of a Lecturer from the Directory, or a period where a Lecturer elects to not accept bookings for their services from Member Societies or Areas, pursuant to the procedure set out in Clause 3, as amended from time-to-time.
Terms:	these terms and conditions (including all Schedules and Appendices), as well as any supplemental or ancillary documents made available by us in relation to Accreditation or use of, or inclusion in, the Directory.
Travel Affiliate:	one of The Arts Society’s travel partners, as listed on The Arts Society’s website.
The Arts Society:	has the meaning given to it in “ <i>who are we?</i> ” above.

2 INTERPRETATION

- 2.1 A reference to “**you**”, “**your**” or similar expressions or to the “**Lecturer**” means the individual Accredited Lecturer that these terms have been made available to and whose Accreditation has been made subject to these Terms.
- 2.2 A reference to “**us**”, “**our**”, “**we**” or similar expressions means The Arts Society, NEL, and/or the relevant entity within The Arts Society’s company group.
- 2.3 Clause, Schedule and Appendix headings shall not affect the interpretation of this agreement. References to Clauses, Schedules and Appendices are to the clauses, schedules and appendices of these Terms and references to Paragraphs are to paragraphs of the relevant Schedule or Appendix.

- 2.4 Unless expressly provided otherwise in these Terms, a reference to legislation or a legislative provision is a reference to it as amended, extended or re-enacted from time-to-time.
- 2.5 A reference to writing or written excludes fax but includes email.
- 2.6 Any words following the terms “**such as**”, “**including**”, “**include**”, “**in particular**”, “**for example**” or any similar expression shall be interpreted as illustrative and shall not limit the sense of the words preceding those terms.

Schedule 2

Performance Assessment Procedure

In this Performance Assessment Procedure, unless the context otherwise requires, the definitions and interpretation provisions set out in the Terms and Conditions of Accreditation shall apply.

Nothing in this Performance Assessment Procedure shall at any time inhibit or restrict our ability to pursue any other right or remedy against the Lecturer at any time, including as permitted by applicable law and under the Terms and Conditions of Accreditation.

- 1 If a Lecturer receives a poor Review, or several Reviews with adverse comments, we may choose (at our election) to notify the Lecturer of this in writing.
- 2 The Lecturer shall respond to such notification within 10 working days (unless we specify otherwise in writing) (**Lecturer's Responses**), which, as a minimum, shall specify:
 - (a) whether the Lecturer accepts or contests (in whole or in part) the contents and findings of any poor Review(s) or adverse comments;
 - (b) supplemental or contextual information the Lecturer would like to provide (if any);
 - (c) justification or mitigating circumstances the Lecturer would like us to take into account (if any); and
 - (d) what (if any) actions or improvement plans the Lecturer intends to put in place to avoid similar Reviews or findings.
- 3 We may report, or otherwise make available, the Lecturer's Response(s) to Member Societies and Areas.
- 4 At any time we may (without prejudice to any other right or remedy we may have) observe the Lecturer giving a lecture or otherwise providing services to a Member Society or Area, at no cost to us. We shall provide you with written notice of our intention to do so (**Observation Notice**).
- 5 Within 5 working days of us providing the Observation Notice, the Lecturer shall provide us with a list of lectures or events they are providing to Member Societies and/or Areas. We shall then be permitted to select one or more lectures or events, which an observer engaged by us shall attend. Following such an observation we may compile a report on the lecture and may choose to provide a copy to the Lecturer.
- 6 If we judge it necessary (in our discretion) the Lecturer will be invited to a meeting to discuss the Lecturer's Responses and any report(s), Complaints or other documentation we have compiled or that have been made available to us (**Performance Assessment Meeting**). The Lecturer will work in good faith to agree a plan of action at the Performance Assessment Meeting to address any failings identified by us.
- 7 The Lecturer may request that a colleague, friend or witness be present in the Performance Assessment Meeting and shall submit such a request (with the identity of the requested

attendee) to us reasonably far in advance of a proposed Performance Assessment Meeting. We may determine whether it is appropriate for such a person to attend, at our discretion.

- 8 We may, at any time after the Performance Assessment Meeting, review the Lecturer's performance (including observing subsequent lectures or events provided by the Lecturer, at no cost to us), in order to assess whether the Lecturer is complying with the terms of any agreed plan of action.
- 9 If, following a Performance Assessment Meeting, in our opinion, there has been no improvement in the Lecturer's performance, we reserve the right to remove the Lecturer from the Directory and/or revoke their Accreditation in accordance with the Terms and Conditions of Accreditation, including Clause 4.2.

Schedule 3

Complaints Procedure

In this Complaints Procedure, unless the context otherwise requires, the definitions and interpretation provisions set out in the Terms and Conditions of Accreditation shall apply.

Nothing in this Complaints Procedure shall at any time inhibit or restrict our ability to pursue any other right or remedy against the Lecturer at any time, including as permitted by applicable law and under the Terms and Conditions of Accreditation.

- 1 If we receive one or more complaints about a Lecturer, including about their conduct or the content of their lectures or events (**Complaints**), we may (at our election) notify the Lecturer of the same, and may report relevant details of the Complaints to the Lecturer.
- 2 The Lecturer shall respond to such notification within 10 working days (unless we specify otherwise in writing) (**Lecturer's Responses**), which, as a minimum, shall specify:
 - (a) whether the Lecturer accepts or contests (in whole or in part) the contents and findings of any Complaint,
 - (b) supplemental or contextual information the Lecturer would like to provide (if any);
 - (c) justification or mitigating circumstances the Lecturer would like us to take into account and/or report to the complainant (if any);
 - (d) what (if any) actions or improvement plans the Lecturer intends to put in place; and
 - (e) a direct response (including, for example, an apology) to the Complainant, if the Lecturer wishes to provide one.
- 3 The Lecturer may request that all or part of the Lecturer's Responses be reported back to the complainant. If we receive such a request, we shall notify the Lecturer whether it is appropriate to do so (at our discretion). At no stage shall we be obligated to provide the Lecturer with the identity of, or personal details relating to, any complainant or other third party.
- 4 We may report any Complaint and/or all or any part of the Lecturer's Responses to the complainant or any relevant Member Society or Area at our discretion.
- 5 We may investigate any Complaint in the manner we deem most appropriate. This includes observing the Lecturer giving a lecture or otherwise providing services to a Member Society or Area, at no cost to us. If this is relevant, we shall provide you with written notice of our intention to do so (**Observation Notice**).
- 6 Within 5 working days of us providing the Observation Notice, the Lecturer shall provide us with a list of lectures or events they are providing to Member Societies and/or Areas. We shall then be permitted to select one or more lectures or events, which an observer engaged by us shall attend.
- 7 If an issue raised in a Complaint cannot be resolved (or dismissed) to our satisfaction under the process set out in Paragraphs 1 - 6 above, we may arrange a meeting with the Lecturer to

discuss the issue(s) (**Complaint Resolution Meeting**). If the issue(s) is/are sufficiently serious, such a Complaint Resolution Meeting may (in our discretion) be conducted in front of a panel consisting of the Chief Executive of The Arts Society and two appropriate people nominated by us.

- 8 The Lecturer may request that a colleague, friend or witness be present in the Complaint Resolution Meeting and shall submit such a request (with the identity of the requested attendee) to us reasonably far in advance of a proposed Complaint Resolution Meeting. We may determine whether it is appropriate for such a person to attend, at our discretion.
- 9 We may refer any Complaint to a third party to investigate at any time, at our election, including to any relevant authority (for example, any Complaints relating to data protection may be referred to the Information Commissioner's Officer as the relevant regulatory body). In such cases, we and the Lecturer shall comply with that third party's investigation procedure.
- 10 If an issue raised in a Complaint is found by us to have breached the Terms and Conditions of Accreditation we reserve the right, at any time, to remove the Lecturer's name from the Directory and/or revoke their Accreditation in accordance with the Terms and Conditions of Accreditation, including Clause 4.2. For the avoidance of doubt, whilst we will take into account the outcome of a relevant third party investigation (including pursuant to paragraph 9 above), we reserve the right to determine whether the Complaint has breached the Terms and Conditions of Accreditation in accordance with those terms and, if so, what action (if any) we will take.

Appendix 1

Privacy Notice to Accredited Lecturers

We are responsible for protecting personal information that we collect about you, and we act as a data controller when we use such information.

This Privacy Notice, along with any other privacy notices we may provide on specific occasions, explains how, in the course of Accrediting you and/or including your details in the Directory, we may collect, hold and process personal data about you.

This Privacy Notice supplements our General Data Protection Regulation Policy, available here: <https://theartsociety.org/about-us/our-policies> (GDPR Policy).

In this Privacy Notice, unless the context otherwise requires, the definitions and interpretation provisions set out in the Terms and Conditions of Accreditation (**Terms and Conditions**) shall apply.

If you have any queries about this policy, including any requests to exercise your legal rights in relation to your personal data, then please contact using the details provided in the Terms and Conditions.

Information we may collect about you

During the course of providing Accreditation to you, we may collect personal information that you submit to us. The information we collect may include:

your work history, credentials and information about your expertise as a lecturer;

your image, name, title, age, gender, address, email address, phone number and/or other contact details which you have provided to us for us for our use and also for inclusion in the Directory;

any of your preferences in receiving communications from us (e.g., relating to reports on your performance as a lecturer, or receiving updates from us);

financial information, including credit or debit card details and billing address, for the purpose of paying the Annual Fee and any other fees due from you to us;

information relating to the fees you charge to, and agreements you have in place with, Member Societies and/or Areas; and/or

any other information you may choose to provide to us, such as preferred lecturing patterns, periods of unavailability and/or information relating to requested sabbaticals.

We may also receive or develop personal information about you from other sources, including:

any materials we produce for promotional purposes, such as footage or images taken of you at Directory Related Events or biographical descriptions of you;

any additional information we record about your lecturing status, such as if you have failed to pay the Annual Fee;

any information obtained as part of online services made available to you, such as your credentials to access the Directory;

any Complaint or Review about or relating to you;

any recordings, notes or other records relating to your lectures or services provided to Member Societies or Areas, or of meetings we have with you (for example, if we have observed a lecture or held a meeting with you as part of our Complaints Procedure or Assessment Performance Procedure); and/or

information provided to us about you from Member Societies and Areas, which may include information about the services you provide and/or fees you charge.

We seek to keep your personal information correct and up-to-date. It is your duty to let us know if you believe that any information we hold about you should be corrected or updated.

Purposes and lawful bases for processing

We may use your information for the following purposes and reasons:

Purpose	Legal Bases
To include your details in the Directory and in any supplemental records we keep in order to maintain the Directory and to keep the same up-to-date and accurate.	<i>Necessary for the performance of the contract that we have entered into with you (or are taking steps to enter into with you).</i> <i>Our legitimate interests (in making sure that the information we provide to third parties is accurate).</i>
To administer our relationship with you, including: providing you with credentials to access the Directory, administering and renewing your Accreditation, managing and collecting the Annual Fee (and any other money owed to us), and providing you with	<i>Necessary for the performance of the contract that we have entered into with you (or are taking steps to enter into with you).</i> <i>Our legitimate interests (in making sure that our services are effectively managed and that you are informed about any development to our policies or guidelines).</i>

information relating to your Accreditation and/or inclusion in the Directory or this Privacy Notice or any other relevant policies or guidelines.	
To provide you and third parties, access to the Directory (including your personal details). Such third parties include those that may wish to engage your services, including Member Societies and Areas.	<i>Necessary for the performance of the contract that we have entered into with you (or are taking steps to enter into with you).</i> <i>Our legitimate interests (in making sure that Member Societies and Areas can make informed choices related to lecturers they engage).</i>
To administer our Complaints Procedure and/or Performance Assessment Procedure and otherwise to comply with any legal or contractual duty we may owe.	<i>Necessary for the performance of the contract that we have entered into with you (or are taking steps to enter into with you).</i> <i>Necessary for compliance with a legal obligation.</i> <i>Our legitimate interests (in making sure that Complaints and Reviews are appropriately addressed).</i>
For our internal administration and management procedures.	<i>Our legitimate interests (in making sure that our services are effectively managed and that the Accreditation process and reputation is suitably administered).</i>
For promotional purposes related to our work and the work of Member Societies or Areas, including to promote your services.	<i>Necessary for the performance of the contract that we have entered into with you (or are taking steps to enter into with you).</i> <i>Our legitimate interests (in making sure that the Directory and lecturers' services are promoted).</i>

We shall only use your personal data for the purposes for which we collected the data, unless we reasonably consider that we need to use such data for another reason and that reason is compatible with the original purpose.

Please do not provide us with any personal information if you do not want that information to be used by us in this way.

Special category data

We do not generally seek to collect any special categories of personal data about you: that would include details about your race or ethnicity, religious or philosophical beliefs, sex life, sexual orientation, political opinions, trade union membership, information about your health and genetic and biometric data. Nor do we seek to collect any information about criminal convictions and offences.

If you fail to provide data

Where we need to collect personal data by law, or under the terms of a contract that we have with you and you fail to provide that data when requested, we may not be able to perform the contract that we have or are trying to enter into with you.

Disclosure of your information

We may disclose the personal information referred to in this Privacy Notice to certain third parties, including in the following circumstances:

where that sharing is required as part of our agreement with you (including making the Directory available to third parties), including with Member Societies, Areas (and our Member Society or Area team volunteers) and other Accredited lecturers and our Travel Affiliates. Member Societies and Areas may be located overseas, including in the EEA, and New Zealand;

where we use third-party service providers that process information on our behalf to help us fulfil our contractual obligations and operate our business (such as payment processing providers);

where we are under a legal or regulatory obligation to disclose your personal information;

to our professional advisers, including legal advisors, who are usually based in the UK and provide their respective professional services to us;

if our business or assets are in the future sold, transferred or merged to or with a third party, in which case the new owners may use your personal information in a manner compatible with that set out in this notice; and/or

to other third parties, if we have notified you of the same and established a legal basis for doing so.

For more information, please see our GDPR Policy.

International transfers

In general, we do not transfer the personal data described in this Privacy Notice outside of the UK, save as set out below. If we do so, we will notify you of the same, and will always do so in accordance with applicable law.

We may make the personal information we collect about you available to Member Societies, Areas or affiliated entities in the following territories in order to perform our contract with you: countries within the EEA, New Zealand, and Australia (the Australian Decorative and Fine Arts Society).

There are adequacy regulations in respect of the EU and New Zealand. This means that those countries to which we transfer your data are deemed to provide an adequate level of protection for your personal information.

There are no adequacy regulations in respect of Australia. However, to ensure that your personal information does receive an adequate level of protection, we have put in place an International Data Transfer Agreement pursuant to the standard data protection clauses issued by the UK Supervisory Authority to ensure that your personal information is treated by those third parties in a way that is consistent with and which respects UK law on data protection.

Further information about how we make the Directory available overseas is available by contacting the Education Department.

Other

For more information on how long we may retain your personal data for, what data security measures we take and what your legal rights are, please see our GDPR Policy.

Changes to this notice

We reserve the right to change this notice from time-to-time, in which case we shall provide you with our revised privacy notice.