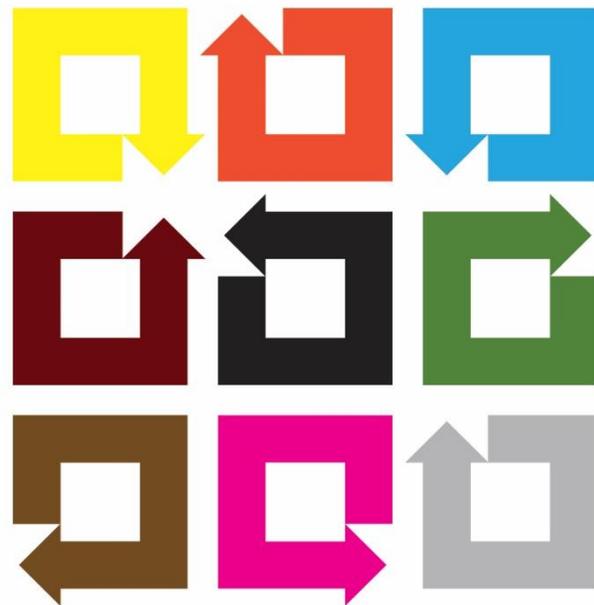


Wakefield Artwalk



Artwalk

**Tips for Venues
And
Terms & Conditions**

Tips for Venues: how to have a good Artwalk

We recommend that wherever possible you upload details about your Artwalk events to Artwalk.org.uk at least three weeks in advance. This information will be used for the email listings and social media feeds and gives visitors the opportunity to plan in advance. More information can always be added to your event pages later if you do not have not all the details that far in advance.

You may be asked by funding bodies supporting the Artwalk to provide data on your visitor numbers. We recommend you keep a record of attendance figures.

What to Expect from Participating in the Artwalk

Becoming an Artwalk venue is a great way to broaden your offer and to grow your existing community or network. However, just putting an exhibition on once every two months will not bring in a community on its own, if you do not already have one. Before joining the Artwalk is it useful to think about who your audience as a venue is, where Artwalk fits with the mix of things you do already and how you will let the people who visit or work with you know about what you are doing. You don't need to be doing 'art' already, Artwalk can be a great way of introducing new experiences to people who visit or work with you already, but it helps if can think about how you can get them to engage with Artwalk.

Artwalk doesn't have to be exhibitions only. Many venues programme music performances, film screenings, poetry readings, talks, workshops and more. A variety of activities will help attract a wider audience to your venue and new visitors to the Artwalk. Most visitors pick a few venues on the trail, so it is useful to think about what you are offering that will encourage them to choose yours.

Join the Artwalk community

Creating your own Facebook page and Twitter profile is a very good means of promoting and sharing your event. If you create a Facebook page and Twitter profile Artwalk will follow you and share your posts about Arwalk and you can also share posts from other venues.

Some venues build their own email lists to publicise their events. If you choose to do so you must ensure that you abide by the legal requirements outlined in the Data Protection Act.

Information for Press Releases

Artwalk venues are encouraged to produce press and media releases for their events. Please be sure to include the following points in your 'Notes for Editors' on your press releases about Artwalk events:

1. The Artwalk event runs bi-monthly from January, always being programmed for the last Wednesday of an Artwalk month. Advertised time for Artwalk exhibitions and events are 5pm-9pm (though this can vary according to the venue).
2. Coordination of the event is managed by a consortium of participating venues.

www.artwalk.org.uk

facebook.com/WakefieldArtwalk

[@artwalkwake](https://twitter.com/artwalkwake)

Finding Artists to work with

Once your Venue page is activated on Artwalk.org.uk artists will be able to approach you with proposals, if you would like them to. However, we suggest you also promote your venue directly to artists by other means to make sure you reach a wide pool of artists. You may find these links useful:

- Wakefield Arts Hub www.facebook.com/WakefieldArtsHub
- Arts Council England's Arts News <http://www.artsjobs.org.uk/>
- Leeds Arts Hub www.lvaf.org.uk

Venues do not have to take part in every Artwalk. However, those who are able to open regularly and are open for the full period of 5 -9pm do find they attract greater visitor numbers.

It is a good idea to have a written agreement with artists you work with about who is responsible for what e.g. hanging and transporting the work, insuring the work against damage, commission on sales and when you will put up and take down the show. ¹

Terms and Conditions

Please note that Artwalk Terms & Conditions have changed. These terms and conditions – as of 1 April 2015 - supersede all previous Terms & Conditions for Artwalk. These changes relate to new Artwalk.org.uk website and the new functionality of the site.

www.artwalk.org.uk

Artwalk.org.uk is owned and operated by The Art House on behalf of a collective of participating Artwalk venues (Artwalk). Please read the Terms (and the other terms set out below) carefully as they set out your rights and obligations and the terms on which The Art House makes the Site available to you. They also provide information on how you can submit material and how this will be used.

A "User" of the Site is anyone who visits Artwalk.org.uk, whether as a casual browser or as a registered member.

Acceptance

Please read these Terms of Use and our **Privacy Policy**

By registering an Artwalk Venue account, or by viewing, accessing, uploading or downloading any information or content from Artwalk.org.uk, you agree to be bound by these terms and conditions.

If you are under 16, you confirm that you have the permission of your parent or guardian to use Artwalk.org.uk . If you do not agree to the Terms or Privacy Policy, please do not use or register with the Site.

¹ Artists requiring insurance against damage to their work may wish to subscribe to A-N + AIR membership scheme which includes £5m AIR Public and Product Insurance free with membership. Plus a whole host of other benefits. <http://www.a-n.co.uk/> Arts Organisers can also subscribe to this scheme.

Changes to Terms of Use

We reserve the right to change, alter, replace or otherwise modify these Terms of Use and our [Privacy Policy](#) at any time. The date of the last amendments is stated at the end of these Terms of Use.

It is your responsibility to check this page for updates.

If you register for an Artwalk Venue account and these Terms of Use are subsequently changed in any material respect, we will notify you in advance via the email address you have provided in your Artwalk.org.uk Account Information. You will have no obligation to continue using Artwalk.org.uk, but if you do not terminate your account as described in the Termination section below, your continued use of Artwalk.org.uk will constitute acceptance of the revised Terms of Use.

Description of Artwalk

The Artwalk is a bimonthly evening of exhibitions and events across a collective of venues in the city of Wakefield, always on the last Wednesday of the month, starting in January each year. The event runs between 5 – 9pm. It exists to showcase local, national and international talent in a whole range of settings within the city. Venues are responsible for programming their own exhibitions and events. Exhibitions and events at subscribing venues are promoted under the banner of Wakefield Artwalk via:

- Use of the Artwalk logo
- Artwalk.org.uk
- the social media profiles www.facebook.com/WakefieldArtwalk and twitter.com/artwalkwake,
- a bimonthly email newsletter (generated from material uploaded to the website by venues)
- Annual flyer with all dates, distributed locally and regionally

Artwalk Aims

- Increasing opportunities for all Wakefield-based artists to exhibit and work locally, regionally, nationally and internationally; develop as professional artists; and become an integral part of the social ecology in Wakefield
- Widening public access to the artwork produced by quality artists living and working in Wakefield, as well as to the work of artists from elsewhere
- Benefiting the local economy through the linking of private sector organisations and professional artists, which will result in mutually beneficial exchange
- Making Wakefield a more attractive place to live and work for professional artists
- Keeping accessibility as a central consideration in delivery of all these aims

Your Artwalk.org.uk account

- Ability to add content to Artwalk.org.uk is only available to registered users who subscribe and pay for an Artwalk Venue account.
- Subscription to Artwalk.org.uk grants you a licence to use the Artwalk logo and add content to Artwalk.org.uk for one calendar year or part thereof. Use is non-transferable and cannot be carried forward for any Artwalks during the subscription period for which you choose not to open. A description of Artwalk Venue accounts, including pricing can be found **here**. Venue accounts are subject to the following terms:

How to get a subscribed Venue account

1. Subscribed Venue accounts are by online registration only
2. Eligibility requirements and any fees payable may be altered annually at the discretion of the organiser. Any changes to fees will be communicated to all venues in advance.
3. Once you have completed the New Venue registration form you will be asked for payment.

4. Once your payment has been received, your Venue account will be activated, and we will send confirmation by email to your nominated email address.

When you register with Artwalk.org.uk you will provide us with your email address and choose a username and password for your account. You must ensure that the email address is valid. Any information you provide about yourself will be treated in accordance with our **Privacy Policy**.

You are responsible for maintaining the confidentiality and security of your username and password, and you will remain responsible for any use of your username and password and all activity of your account, whether or not authorised by you.

If your username or password is lost or stolen, or you believe your account has been accessed by someone unauthorised, you must notify The Art House by email or telephone immediately and should change your password at the earliest possible opportunity.

We reserve the right to suspend or terminate your account if activities occur that would constitute a violation of these Terms of Use, or an infringement or violation of the rights of any third party, or of any applicable laws or regulations.

You may terminate your account at any time as described in the Termination section below.

Payment

- Fees for Artwalk Venue accounts are payable in advance.
- Payments can be made by via Paypal.
- Artwalk Venue fees and other funds are administered by The Art House (acting on behalf of Artwalk venues)
- All venue fees are put towards marketing costs, including the leaflet and website. No profit is made from coordinating the event.

Terms and renewal

- To participate in the Artwalk venues pay a fee for participation for the calendar year. Price details are available [here](#).
- New Venues joining part way through the year will be charged pro-rata for the remainder of the calendar year.
- Existing Venues are charged via invoice for the following calendar year in November of the current year.
- Fees paid for periods when an Artwalk takes place and a subscribing venue chooses not to open will not be refunded are not transferable to any future period.
- If you choose not to renew your account at the end of the calendar year your subscription will end automatically and your content deleted from Artwalk.org.uk

Right of cancellation and refund policy

- You have the right to cancel your paid account within the first 7 days from the date of activation / payment.
- In order to cancel your subscription, email info@the-arthouse.org.uk
- On receipt of your notice of cancellation, The Art House (acting on behalf of Artwalk) will remove the content associated with your account.
- If you cancel your paid account in accordance with this process, we will refund you in full. We will aim to do this within 30 days of the date of notification.

Changes to Pricing and Features

In the event of any increase in the price of Artwalk Venue accounts, we will communicate these changes to you at least four weeks in advance and the changes will only take effect with respect to any subsequent renewal of subscription.

Changes to Artwalk Venue accounts and pricing

The Art House (acting on behalf of Artwalk) reserves the right at any time, for any reason, to suspend, discontinue, terminate or stop providing access to Artwalk.org.uk or any part thereof. The Art House (acting on behalf of Artwalk) shall always aim to notify registered users of such a decision in advance. The Art House (acting on behalf of Artwalk) may change the features of any type of account, may withdraw or introduce new features at any time. In the event of any increase in the price or reduction in the features of any paid account to which you have subscribed, such change(s) will be communicated to you and will take effect with respect to any subsequent renewal of your subscription.

As an Artwalk Venue you will be responsible for

- All aspects of programming your own Artwalk exhibitions and events
- Updating your page of the Artwalk website with information about your forthcoming events (the email newsletter is also generated from material uploaded to the site)
- Marketing your own event in addition to the above
- Attending at least 3 venue meetings each year
- Providing your own Public Liability Cover and other Insurance
- Agreeing your own terms and conditions with exhibiting artists in regard to installing and de-installing work, transport, storage, risk assessments, promotion, insurance and sale of work.

As an Artwalk venue you agree

- To support the overall aims of the Artwalk
- Not to use the Artwalk logo or brand in any way that might damage the Artwalk reputation as a family friendly event that welcomes a diverse range of audiences, or that damages the reputation of funders and partner venues
- To support with the overall marketing of the event by providing social media updates

Use of the Artwalk Logo

Subscribing Venues are granted permission to use the Artwalk logo (downloadable from your Venue Account area of Artwalk.org.uk) on all Artwalk promotional material and to display it in their venue.

This permission is granted only to venues that have subscribed and paid for an Artwalk Venue Account.

Your use of Artwalk.org.uk

Subject to your compliance with these Terms of Use, The Art House grants you a limited, personal, non-exclusive, revocable, non-assignable and non-transferable right and licence to use Artwalk.org.uk to:

1. submit, upload and post content

The above licence is on the condition of the following:

1. You must not copy, reproduce, republish, disassemble, decompile, reverse engineer, download, post, broadcast, transmit, make available to the public, or otherwise use Artwalk.org.uk content in any way except for your own personal, non-commercial use.
2. You must not adapt, alter or create a derivative work from any Artwalk.org.uk content except for your own personal, non-commercial use.
3. You must not use any content (other than your own content) in any way that is designed to create a separate content service or that replicates any part of Artwalk.org.uk.

4. You must not alter or remove, attempt to alter or remove, any trademark, copyright or other proprietary or legal notices contained in, or appearing on, Artwalk.org.uk, or any content appearing on the Platform (other than your content).
5. You must not use Artwalk.org.uk to submit, upload or share content:
 - (a) that is offensive, abusive, unlawful, harassing, defamatory, threatening, harmful, obscene, profane, offensive on the grounds of race, religion, sexual orientation or gender or otherwise objectionable.
 - (b) that violates, plagiarises or infringes the rights of third parties including, without limitation, copyright, trademark, trade secrets, privacy, publicity, personal proprietary rights or any other rights.
 - (c) which infringes or is contrary to any law.
 - (d) any unsolicited or unauthorised advertising, spam or any other form of solicitation.
6. You must not engage in or promote anything that would constitute a criminal offence or otherwise violate any law or regulation.
7. You must not permit any third party to use your account for their content.
8. You must not deliberately impersonate any person or entity by registering an account in the name of another person or company.
9. You must not threaten, abuse or otherwise harass another user or Artwalk.org.uk
10. You must not attempt to use another person's account, unless you have express permission from that person.

You agree to comply with the above conditions and acknowledge and agree that The Art House (acting on behalf of Artwalk) has the right to terminate your account or take such action as it sees fit.

Your Content

Any images, text and other content, data or information that you upload, store and make available via Artwalk.org.uk is generated and controlled solely by you.

You must not upload images, text or any other content for which you do not hold the necessary rights.

Any infringement may result in the termination of your account and may result in additional action.

Grant of Licence

By uploading or posting your content to Artwalk.org.uk, you:

1. Authorise The Art House (on behalf of Artwalk) to use, transmit, distribute, publically display, make available and use other communications to the public.
2. Grant The Art House (on behalf of Artwalk) permission to change the way your content is presented, at any time without giving notice, including without limitation by amending the format, size, cropping or editing.

Licences with respect to contributions that you make on Artwalk.org.uk will be perpetual and irrevocable, and will continue notwithstanding any termination of your account.

Removal of your content from your account will automatically result in the deletion of the relevant files from The Art House systems and servers. However, you acknowledge and agree that The Art House (acting on behalf of Artwalk) is not obligated to ensure the deletion of your content from any servers or systems as a result of syndication or sharing.

Representations and Warranties

You hereby represent and warrant The Art House (acting on behalf of Artwalk) as follows:

1. You have authority / necessary permission of the copyright owner(s) of all material uploaded by you to Artwalk.org.uk.
2. Your content available via Artwalk.org.uk does not and will not infringe or violate the rights of any third party, including, without limitation, any intellectual property rights, performers' rights, rights of privacy or publicity, or rights in confidential information.
3. You have obtained any and all necessary consents, permissions and/or releases from any and all persons appearing in your content in order to include their name, voice, performance or likeness in your content and to publish the same on Artwalk.org.uk.
4. Your content is not and will not be offensive, abusive, unlawful, harassing, libellous, defamatory, threatening, harmful, obscene, profane, offensive on the grounds of race, religion, sexual orientation or gender or otherwise objectionable, will not promote violence, terrorism, or illegal acts, or incite hatred.
5. Your content does not and will not create any liability on the part of Artwalk.org.uk, subsidiaries, associates, employees or trustees.

The Art House (acting on behalf of Artwalk) reserves the rights to remove your content or terminate access to Artwalk.org.uk or pursue legal remedies if your content is found to breach the Terms of Use.

Liability for content

You hereby acknowledge and agree that The Art House (acting on behalf of Artwalk):

1. Stores content and other information at the direction and with the authorisation of its users.
2. Acts as a host for the uploading, storage and distribution of such content.
3. Is not responsible for the views expressed by users.
4. Has no liability, to the fullest extent permitted by law, for (a) any claim that may arise from any content uploaded to Artwalk.org.uk by users.
(b) any errors, omissions or inaccuracies in the content on Artwalk.org.uk.
5. Is indemnified by you, to the fullest extent permitted by law, against any legal fees, damages and other expenses that may be incurred by Artwalk.org.uk as a result of your breach of these Terms of Use.

Reporting Infringements

If you discover any content on Artwalk.org.uk that you believe infringes your copyright, please report using the following methods:

Email: info@the-arthouse.org.uk

Telephone: +44(0)1924 312000

Post: Artwalk c/o The Art House, Drury Lane, Wakefield, WF1 2TE

Third party websites and services

Artwalk.org.uk provides you with access to third party websites and services. The Art House (acting on behalf of Artwalk) does not have or maintain any control over third party websites and services, and is not and cannot be responsible for their content, operation or use. Any link to a third party website or service does not amount to any endorsement by The Art House (acting on behalf of Artwalk) and any use of such website or service is at your own risk.

Removal of content

The Art House (acting on behalf of Artwalk) reserves the right to remove or delete any content at any time, for any reason and without liability, if we have reason to believe that such content does or might infringe the rights of any third party, is in breach of these Terms of Use, or applicable law, or is otherwise unacceptable to The Art House (acting on behalf of Artwalk).

Repeat infringers

The Art House (acting on behalf of Artwalk) will suspend your access to Artwalk.org.uk if we determine that you have repeatedly breached these Terms of Use.

In the event of a breach, we will send you a written warning by email. Any user that received more than two of these warnings is liable to have their access to Artwalk.org.uk terminated.

We will also suspend your account without warning, if ordered to do so by a court and/or in other appropriate circumstances, as determined by The Art House (acting on behalf of Artwalk).

Please note that we do not offer refunds to paid account holders whose accounts are terminated as a result of repeated infringements of these Terms of Use.

Disclaimer

While The Art House (acting on behalf of Artwalk) shall endeavour to make Artwalk.org.uk available at all times, we will not be liable if, for any reason, the website is unavailable for any period of time. Access to Artwalk.org.uk may be suspended at any time without prior notice being given.

The Art House (acting on behalf of Artwalk) does not warrant that functions available on Artwalk.org.uk will be uninterrupted or error free, that defects will be corrected, or that Artwalk.org.uk or the server that makes it available are free of viruses or bugs. You acknowledge that it is your responsibility to implement sufficient procedures and virus checks (including anti-virus and other security checks) to satisfy your particular requirements for the accuracy of data input and output.

Limitation of liability

The Art House (acting on behalf of Artwalk) is not liable for any of the following losses or damage (whether such damage or losses were foreseen, foreseeable, known or otherwise):

- (a) loss of data;
- (b) loss of revenue or anticipated profits;
- (c) loss of business;
- (d) loss of opportunity;
- (e) loss of goodwill or injury to reputation;
- (f) losses suffered by third parties; or
- (g) any indirect, consequential, special or exemplary damages arising from the use of Artwalk.org.uk regardless of the form of action.

Indemnification

You hereby agree to indemnify The Art House (and any future independent constitution of Artwalk) to the fullest extent permitted by law, against any legal fees, damages and other expenses that may be incurred by Artwalk.org.uk as a result of:

1. any violation by you of these Terms of Use.
2. any third party claim for infringement of copyright or other intellectual property rights or other privacy issues arising from your content on Artwalk.org.uk.
3. any activity related to your account, be it by you or by any other person accessing your account with or without your consent.

Data protection and privacy and Cookies

All personal data that you upload to Artwalk.org.uk will be collected, stored and used in accordance with our **Privacy Policy**.

In addition we use cookies for statistical purposes, to help us understand how people are using Artwalk.org.uk, so that we can continue to improve the services we offer.

By accepting these Terms of Use and using Artwalk.org.uk, you accept the terms of [the Privacy Policy](#).

Termination

You may terminate this agreement at any time by sending notice by writing to The Art House (acting on behalf of Artwalk) at:

Email: info@the-arthouse.org.uk

Post: Artwalk c/o The Art House, Drury Lane, Wakefield, WF1 2TE

If you have a paid account and terminate this agreement before the end of your subscription, we are unable to offer any refund for any unused period of your subscription.

The Art House (acting on behalf of Artwalk) may suspend your access to Artwalk.org.uk and/or terminate this agreement at any time if you are deemed to be a repeat infringer as described above or you are in breach of these Terms of Use.

On termination of your account, any and all of your content will be deleted by The Art House (acting on behalf of Artwalk) with the exception of content that we are obliged or permitted to retain, which could include data or information, in accordance with applicable laws and/or to protect our business interests.

The Art House (acting on behalf of Artwalk) is not able to provide you with any copy of your content.

The provisions of these Terms of Use that are intended by their nature to survive the termination or cancellation of this agreement will survive the termination of this agreement.

Entire agreement

These Terms of Use, together with the **Privacy Policy**, constitute the entire agreement between you and The Art House (acting on behalf of Artwalk) with respect to your use of Artwalk.org.uk, and supersedes any prior agreement between you and The Art House (acting on behalf of Artwalk).

Jurisdiction

These terms shall be governed by English law and the parties submit to the exclusive jurisdiction of the English courts.

Disclosures

The services offered by The Creative Art House, Company Limited by Guarantee and not having a Share Capital and a registered charity

Registered Charity No. 1063671

Company Registration No. 3345162

You may contact us by using the following methods:

Email: info@the-arthouse.org.uk

Telephone: +44(0)1924 312000

Post: The Art House, Drury Lane, Wakefield, WF1 2TE

These Terms of Use were last amended: 1 April 2015

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