



## ARTS AWARD SUPPORTER TERMS AND CONDITIONS

These Terms and Conditions will take immediate effect on the date on which Trinity College London confirms in writing that it has accepted your application to become an Arts Award Supporter and will remain in effect until terminated earlier for a reason stated under clause 8.

### 1. ABOUT THESE TERMS AND CONDITIONS

- 1.1. This 'agreement' includes these Terms and Conditions and all other documents referred to in it such as our **Brand Guidelines**, all as amended or added to from time to time.
- 1.2. References to either 'you' or 'your' mean the legal entity or person(s) (whether operating as self-employed or in partnership) applying to become an Arts Award Supporter via the registration form.
- 1.3. 'Trinity' means Trinity College London, a company (Company registration no. 02683033) and a charity (Charity No. 1014792) whose registered office is at Blue Fin building, 110 Southwark Street, London SE1 0SU, United Kingdom, and its successors and assigns.
- 1.4. 'Arts Award' means the suite of five awards (Discover, Explore, Bronze, Silver, Gold) run by Trinity College London in association with Arts Council England.
- 1.5. 'Arts Award centres' mean the schools, arts and youth organisations which run Arts Award.
- 1.6. 'Arts Award advisers' means people trained to run Arts Award with young people at Arts Award centres.
- 1.7. 'Bridge organisations' means the national network of 10 organisations funded by the Arts Council England to forge links between the cultural and education sectors.
- 1.8. Trinity and Arts Council England are parties to a licence agreement executed in 2010 whereby Trinity is the exclusive licensee and owner of certain intellectual property rights in the Arts Award brand (the '**Brand**').
- 1.9. A reference to a particular law or regulation is a reference to that law as extended, applied, amended, or enacted from time to time, and includes any overarching or subordinate legislation.

## 2. BEING AN ARTS AWARD SUPPORTER

2.1 As an Arts Award Supporter, you hereby undertake that you will carry out the following activities for the benefit of young people (aged up to 25 years old), applying your highest standards of care and skill at all times:

- (i) maintain up-to-date knowledge of the Arts Award qualifications in accordance with the Arts Award information made available to you from time to time;
- (ii) support young people by offering artistic activities, events and/or placements, or by providing access to arts and media professionals as part of the cultural and/or artistic experiences you provide;
- (iii) ensure that you identify and promote the content of such artistic and cultural experiences to young people by reference to a young person's expected outcomes and achievements in the relevant Arts Award qualification, and by designating these as 'Arts Award Supporter offers' (the '**Offers**');
- (iv) provide a URL to a page on your organisation's website detailing your Arts Award Supporter Offer;
- (vi) direct any enquiries about any Arts Award qualification to Trinity.

## 3. WORKING WITH TRINITY

3.1 When you register as an Arts Award Supporter you will be granted access to resources which support you to develop your offer.

3.2 After registration, Trinity will make available to you:

- a. an Arts Award Supporter logo for you to include in your communication materials (the '**Logo**');
- b. a copy of the Arts Award Supporter **Brand Guidelines**;
- c. a **Supporter Starter Kit**, which advises you on Arts Award levels and relevant activities you may want to offer;
- d. additional support and resources from time to time.

3.3 Trinity will publish your contact details on the Arts Award Supporter map which appears on the Arts Award website. You acknowledge and agree that it is your responsibility to ensure that your details are accurate and up-to-date at all times.

3.4 Trinity will take reasonable steps to:

- (i) support you in your role as an Arts Award Supporter by developing relevant information and guidance relating to the provision of the Arts Award qualifications;
- (ii) promote the Arts Award Supporter scheme and map to Arts Award centres and advisers through various channels;
- (iii) work with Bridge organisations to increase your access to centres at regional and local level

3.5 Each year, Trinity will invite you to re-confirm your details on the Supporter map or to withdraw from the scheme. If you decide to withdraw, it is your responsibility to remove the Arts Award Supporter logo from any websites or print materials promoting your organisation as soon as reasonably possible.

#### **4. YOUR USE OF THE LOGO**

- 4.1 In consideration for the fulfilment of your obligations and the undertakings given by you under this agreement, Trinity hereby grants you, subject to its brand guidelines, a non-transferable non-exclusive right (with no right to sub-license) to use the Arts Award Supporter logo (and such other elements of the brand insofar as Trinity may provide to you from time to time) solely in connection with the delivery of your activities as set out in clause 2.
- 4.2 You undertake with Trinity that at all times whilst this agreement remains in force:
- (i) you will exercise the rights granted under this agreement with reasonable care and skill, in particular by adhering to the instructions set out in the brand guidelines provided and/or to such other guidance, restrictions and/or limitations which Trinity may ask you to comply with from time to time in respect of the brand;
  - (ii) you will ensure (if, and as stipulated in the brand guidelines) that you obtain Trinity's approval prior to releasing any communication containing any element of the brand;
  - (iii) you will not use any mark, design, business name or domain name which is confusingly similar to the brand and/or to other brands of Trinity, and will not register or attempt to register any mark, logo, business name or domain name consisting of, comprising or being confusingly similar to the brand and/or to any other brands of Trinity;
  - (iv) you will not bring the brand, the Arts Award community or Trinity into disrepute, or carry out any act, permit anything to be done, or omit to do anything required of it that may weaken, damage or be otherwise detrimental to Trinity.

#### **5. SPECIAL CONDITIONS**

- 5.1 By signing this agreement, you confirm that you have full and comprehensive insurance in place in respect of your delivery of the offers.
- 5.2 You hereby guarantee to act at all times in accordance with all applicable laws and regulations (including all applicable child protection and health and safety regulations). In particular, you warrant that your employees, contractors, or other persons acting on your behalf:
- (i) do not and will not discriminate against any person on any ground which may be prohibited under any applicable law; and
  - (ii) are the subject of Disclosure and Barring Service (DBS) checks (or equivalent) in accordance with applicable laws and regulations.

#### **6. DATA PROTECTION**

- 6.1 Trinity will only collect and use your personal data for the purposes of engaging with you as a Supporter. Please read our [Privacy Statement](#) and related data protection documents on our website at [www.trinitycollege.com](http://www.trinitycollege.com) for further details on how we may process, store and retain your data.

- 6.2 Trinity will publish your name, the name of your organisation, email, phone number and address on its supporter list on the Arts Award website and in marketing materials related to Arts Award.
- 6.3 Each of the parties will comply with Data Protection Legislation. Data Protection Legislation means the Data Protection Act 2018 and/or the General Data Protection Regulation and/or any successor legislation.

## **7.1 LIABILITY AND RESPONSIBILITIES OF THE PARTIES**

- 7.1 You agree to compensate and indemnify Trinity in case of any damage or loss suffered by Trinity, its nominated representatives or employees out of or in connection with any:
- (i) statement, act or omission by you resulting in actual damage to Trinity's reputation and goodwill; or
  - (ii) infringement or theft of any intellectual property rights belonging to Trinity by your employees, contractors, or other persons acting on your behalf.
- 7.2 Trinity's liability to you is excluded to the maximum extent allowed by law, save that nothing in this clause may however limit or exclude any liability by either party for death or personal injury, damage to property, fraud, fraudulent misrepresentation, deceit or criminal acts.

## **8. SUSPENSION AND TERMINATION**

- 8.1 Either party may terminate this agreement at any time without compensation (but without prejudice to any of its rights or remedies):
- (i) without cause, by giving the other party 7 days' written notice; or
  - (ii) by reason of force majeure, subject to clause 10.3; or
  - (iii) if the other party ceases or threatens to cease to carry on business or suspends payment of its debts, or in the event of a change of organisational control (or any equivalent event occurs in any jurisdiction in which that other party is incorporated, is resident or carries out business), by giving written notice to the other.
- 8.2 Without prejudice to any of its rights or remedies, Trinity may, on giving you written notice, terminate this agreement immediately and without liability if Trinity reasonably considers that the administration of your affairs are prejudicial to its interests, or is not consistent with its Brand Guidelines, values and/or reputation, or may bring the reputation of the Arts Award community into disrepute.
- 8.3 In accordance with, and subject to any governance, funding and/or regulatory obligations which may apply to it, Trinity reserves the right to audit your activities as an Arts Award Supporter to observe and monitor your compliance with your obligations and undertakings under the agreement.
- 8.4 Trinity reserves the right to suspend or restrict the grant of rights in its intellectual property and/or the validity of your registration as an Arts Award Supporter with

immediate effect during the period of 14 days given to you to correct a breach of this agreement or while investigating conduct within your organisation.

## **9. CONSEQUENCES OF SUSPENSION OR TERMINATION**

- 9.1 Immediately upon the expiry, suspension or termination of this agreement, (or at Trinity's reasonable request if investigating your conduct):
- (i) you will fulfil all of your remaining obligations, and then you will wind down all of your activities as an Arts Award Supporter; and
  - (iii) you will cease to use the Logo (and any other element of the brand that Trinity may have provided to you) on any physical materials and in premises, and discontinue its use on all digital platforms.
- 9.2 On termination of your agreement with Trinity for any reason, each party's accrued rights and liabilities as at termination, and clause 5 (*Special Conditions*), clause 7 (*Liability and responsibilities of the parties*), clause 9 (*Consequences of Suspension or Termination*), and clause 10.9 (*Governing Law and Jurisdiction*), will survive and continue in full force and effect.

## **10. GENERAL**

- 10.1 Trinity reserves the right to amend this agreement from time to time. Trinity will give you reasonable notice of any changes made to the agreement and to any other documents that are incorporated into it. In case of any conflict between these Terms and Conditions and any other document incorporated into this agreement, these Terms and Conditions will prevail.
- 10.2 The invalidity, illegality or unenforceability of any term of or any right arising pursuant to this agreement will not affect the validity, legality or enforceability of its remaining terms. If any term is found unenforceable or invalid, insofar and to the extent permissible by law, the parties will negotiate in good faith to amend such provision such that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, it achieves the parties' original commercial intention.
- 10.3 Neither party will be in breach of this agreement nor liable for a delay or failure in performance resulting from events, circumstances or causes beyond its reasonable control. In such circumstances the affected party will be entitled to a reasonable extension of the time allocated for performing its obligations, provided that if the period of delay or non-performance continues for 30 days from the date of occurrence, the party not affected may terminate this contract by giving 14 days' written notice to the other party.
- 10.4 Any formal notice under or in connection with this agreement must be in writing and correctly addressed. Formal notices/communications may be given by post or email, in the case of Trinity to: Legal Services, Trinity College London, Blue Fin building, 110 Southwark Street, London SE1 0SU, [legal@trinitycollege.com](mailto:legal@trinitycollege.com), and in your case to: the representative whose email address is stated in your Registration Form. A notice will be deemed received 3 days after posting if sent by first class post and on the day of sending if sent by email, provided that any notice received on a weekend or public holiday or after 5 pm (local time at the place of receipt) will be deemed to be received on the next business day.

- 10.5 You may not assign, transfer, charge, sub-contract, or otherwise dispose of any of your rights, benefits or obligations arising out of this agreement without Trinity's prior written consent.
- 10.6 A person who is not a party to this agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or enjoy the benefit of any of these Terms and Conditions.
- 10.7 In the event that either party fails to exercise any right or remedy contained herein, this shall not be construed as a waiver of that right or remedy.
- 10.8 These Terms and Conditions supersede all previous agreements, arrangements or understandings between the parties relating to the same subject matter. Nothing in this clause shall limit or exclude any liability for fraud or fraudulent misrepresentation.
- 10.9 These Terms and Conditions and the relationship between you and Trinity will be governed by and interpreted in accordance with English law, and the parties agree to submit to the exclusive jurisdiction of the English courts.
- 10.10 You recognise that nothing in this agreement is intended to make you an agent or partner of Trinity or to constitute a joint venture between you and Trinity.

Arts Award Supporter Terms and Conditions - updated July 2018