



These Terms and Conditions are important. They set out the legal contractual relationship between you and Arts Council England as you commit to the Artsmark Programme.

This is a legal document and you should ensure that you fully understand your responsibilities before registering. By registering for Artsmark, you confirm that you accept these Terms and Conditions.

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1. Overview of the Artsmark Programme

These are the key steps of the Artsmark programme, as set out on <https://www.artsmark.org.uk/about/how-artsmark-work>

1. Register for Artsmark on artsmark.org.uk
2. Pay the Artsmark Fee
3. Complete Artsmark Development Training Module 1 (E-Learning)
4. Complete Artsmark Development Training Module 2 (Making Change)
5. Submit Statement of Commitment
6. Deliver your goals and vision
7. Complete Artsmark Development Training Module 3 (Impact of Change)
8. Submit your Statement of Impact
9. Receive your Artsmark Award accredited by Arts Council England: Silver, Gold, or Platinum.

In these Terms and Conditions, each step in the Artsmark Programme is referred to as a “**Stage(s)**”.

2. Definitions:

In these Terms and Conditions, the following definitions apply:

- 2.1 “**We**”, “**us**” and “**our**” means Arts Council England and includes our employees and those acting for us.
- 2.2 “**You**” means a school or educational setting that has registered, applied for and/or has achieved Artsmark Accreditation Status.
- 2.3 We and you are each a “**Party**” and collectively the “**Parties**” to these Terms and Conditions.
- 2.4 “**Application**” means your application for Artsmark Accreditation Status, made up of your Statement of Commitment and Statement of Impact.
- 2.5 “**Artsmark**” means our arts and culture programme, the purpose of which is to empower teachers with the skills they need to embed arts, culture and creativity across the whole curriculum. Schools are recognised for their exceptional commitment to creativity with the Artsmark Award, accredited by Arts Council England – the only award for arts and culture provision in England in schools and education settings.
- 2.6 “**Artsmark Award**” means an award accredited by us that demonstrates your commitment to putting arts and cultural provision at the heart of your setting.
- 2.7 “**Artsmark Delivery Partner**” means the organisation funded by us to deliver Artsmark training and support for schools which may change over time.

- 2.8 **'Artsmark Level'** means any one of Artsmark Silver, Artsmark Gold or Artsmark Platinum awarded to you as part of your Artsmark Accreditation Status.
- 2.9 **'Artsmark Fee'** means the amount to be paid by you at Stage 2, in accordance with these Terms and Conditions.
- 2.10 **'Artsmark Framework'** means the document that will be used to assess your Application for Artsmark Accreditation Status and explains the criteria for the three award levels. This is available to you on the Artsmark Website.
- 2.11 **'Artsmark Accreditation Status'** means that you have achieved an Artsmark Award at an Artsmark Level.
- 2.12 **'Artsmark Trade Marks'** means the trade marks set out in **Schedule 1** to these Terms and Conditions, available on the Artsmark Website, which may be updated by us from time to time without notifying you.
- 2.13 **'Artsmark Website'** means our website at www.artsmark.org.uk
- 2.14 **'Artsmark Development Training'** means the Artsmark training programme, which offers a mixture of self-led, online and in-person sessions, networking and peer mentoring opportunities, including Module 1 (E-learning), Module 2 (Making Change) and Module 3 (Impact of Change).
- 2.15 **'Setting'** means your school or educational setting.
- 2.16 **'Statement of Commitment'** means your written submission of your goals and ambitions for your involvement in the Artsmark Programme.
- 2.17 **'Statement of Impact'** means your written submission of your reflection and evaluation of the impact of the Artsmark Programme for your Setting, including how you have delivered against your Statement of Commitment.
- 2.18 **'Unique Weblink'** means the unique, one-time use weblink that provides access to an online form for each of your Statement of Commitment and Statement of Impact submissions.
- 2.19 **'Validity Period'** means as defined in clause 8.3.

3. Registration and Artsmark Fee

- 3.1 The first Stage in the Artsmark Programme is to register for Artsmark on the Artsmark Website.
- 3.2 Each Setting that wishes to gain Artsmark Accreditation Status must register separately, even if working with other consortiums, federations, or as a multi-academy trust. Joint registrations are not accepted.
- 3.3 By submitting your registration form, you agree to pay us the Artsmark Fee.
- 3.4 The relevant Artsmark Fee for your Setting can be found on the Artsmark Website and may be updated at any time by us.
- 3.5 Following your submission of the registration form, you will be sent an invoice for the relevant Artsmark Fee amount within ten (10) working days of your completion of the registration form. This must be paid within thirty (30) days from the date of the invoice.
- 3.6 You may complete the Artsmark Development Training Module 1 (E-Learning) whilst the payment of this invoice is in progress. However, you will not be able to progress to the Artsmark Development Training Module 2 (Making Change), or beyond, until payment is received in clear funds.
- 3.7 By accepting these Terms and Conditions and paying the Artsmark Fee, you acknowledge that:
 - 3.7.1 Payment of the Artsmark fee will not guarantee any Setting's success in gaining Artsmark Accreditation Status.
 - 3.7.2 The Artsmark Fee cannot be refunded in whole or in part, after you have attended Artsmark Development Training Module 2 (Making Change).
 - 3.7.3 If you are unsuccessful in your Application for Artsmark Accreditation Status, you will not be entitled to a refund of any of the Artsmark Fee.

4. Statement of Commitment

- 4.1 Following successful completion of Stages 1-4, you must submit your Statement of Commitment, which is the first part of your formal Application for Artsmark Accreditation Status.
- 4.2 We expect you to submit the Statement of Commitment within three (3) months of attending Artsmark Development Training Module 2 (Making Change).
- 4.3 We will provide you with a Unique Weblink for your Statement of Commitment, sent by email to the email address you gave on registration for your main contact.
- 4.4 You must use Unique Weblink to submit your Statement of Commitment and complete all the questions within the word limit. We will not accept this being sent by any other means.
- 4.5 Certain fields in the Unique Weblink will be pre-completed based on the information we hold for you, for example your name and Department for Education number (if applicable). If this

information is incorrect or needs to be updated, please do not complete the form, and firstly contact us by email at: artsmark@artscouncil.org.uk.

4.6 You must not:

- 4.6.1 Include reference to any previous Artsmark applications made by you; we are unable to take these into account for your Application to ensure consistency in assessment.
- 4.6.2 include additional information or evidence such as, but not limited to, images, media, hyperlinks, appendices or weblinks in your submission as this additional information shall not be accepted, and
- 4.6.3 Share your Unique Weblink with other Settings.

4.7 The Statement of Commitment must be approved by your Headteacher and Chair of Governors, or where those positions don't exist, persons with equivalent levels of responsibility in your Setting. We recommend that you initially complete your Statement of Commitment on the Artsmark templates because your submission on the Unique Weblink cannot be saved and/or returned to at a later date.

4.8 You should inform us at artsmark@artscouncil.org.uk if you believe you will have difficulty completing your Application for Artsmark Accreditation Status.

4.9 You are entitled to submit only one (1) Application at any one time. Multiple concurrent Applications are not permitted and we reserve the right to dismiss your Application(s) on that basis.

5. **Delivery**

5.1 You have up to a maximum of two (2) years after your Statement of Commitment is accepted to submit a Statement of Impact, unless we agree to an extension in extenuating circumstances. This extension will be at our sole discretion and confirmed in writing by us to you.

5.2 You must refer to the Arts Council England Quality Principles, and the Artsmark criteria as described in the Artsmark Framework, as part of your planning and evaluation.

5.3 You are encouraged to access support from the Artsmark Delivery Partner throughout the Artsmark Programme. Details of support available from the Artsmark Delivery Partner can be found on [our website](#).

6. Statement of Impact

- 6.1 Following the successful completion of Stages 5 to 7, you must submit your Statement of Impact. The submission of your Statement of Impact is the second and final part of your formal Application for Artsmark Accreditation Status.
- 6.2 The Statement of Impact should appropriately evidence and evaluate in writing the impact of delivering your goals and ambitions with regards to the development of your arts and cultural provision as described in your Statement of Commitment.
- 6.3 Support for your Statement of Impact is available from the Artsmark Delivery Partner, details can be found on our website.
- 6.4 The provisions of clauses 4.3 – 4.7 of these Terms and Conditions regarding the Statement of Commitment, similarly, apply to the Statement of Impact too.

7. Assessment

- 7.1 Your Statement of Commitment and Statement of Impact submissions will be assessed by Artsmark assessors, a panel of arts and education experts, whose assessment will determine whether to award an Artsmark Accreditation Status and at which Artsmark Level.
- 7.2 Assessments take place in regular cycles throughout the year. Depending on the exact date that your Statement of Impact is submitted, this may affect the timescales in which you receive the outcome of your assessment. However, you will receive notification of the outcome at least by the end of the following academic term after the submission of your Statement of Impact.

8. Artsmark Accreditation Status

- 8.1 We will grant you an Artsmark Award if we, at our sole discretion, consider that you have achieved Artsmark Accreditation Status.
- 8.2 We will then authorise you to use the Artsmark Trade Mark that corresponds to your Artsmark Level (as set out in Schedule 1), on your marketing and educational materials, including all online materials, in accordance with clause 10 (Intellectual Property Rights) below.
- 8.3 Your Artsmark Accreditation Status will be valid for two (2) years from the date of granting you with an Artsmark Award (the "Validity Period"), subject to your compliance with these Terms and Conditions. In our written confirmation of your Artsmark Accreditation Status we will state the date that your award will expire.
- 8.4 You will be able to reapply at any time following the grant of Artsmark Accreditation Status, to develop your arts and culture priorities further and achieve your next Artsmark Accreditation Status.

9. Subsequent Applications to achieving Artsmark Accreditation Status

- 9.1 You are entitled to only hold one (1) Artsmark Accreditation Status at any one time.
- 9.2 You may re-register for a new Artsmark Accreditation Status during the Validity Period. If you are successful in that second application, the new Artsmark Award and Level will override and replace your existing Artsmark Accreditation Status.

If you chose to reapply, you will need to re-register online and restart the process of the Artsmark Programme, including payment of a new Artsmark Fee.

10. Intellectual Property Rights

- 10.1 You should not use any of the Artsmark Trade Marks without receiving our express authorisation from us, which will be sent by email.
- 10.2 Following your submission of your Statement of Commitment, you can describe your Setting as “*Working towards Artsmark*” on your marketing and educational materials, including all online materials. You will also be entitled to use a ‘Working Towards Artsmark’ logo which we will send you by email.
- 10.3 Use of any of the Artsmark Trade Marks or any variations thereof, without our express authorisation is strictly prohibited, and may jeopardise your Application.
- 10.4 Upon receipt of our written confirmation that you have achieved Artsmark Accreditation Status, you are authorised to use, for the Validity Period only, the relevant Artsmark Trade Mark that corresponds to your Artsmark Level.
- 10.5 You shall, at all times, comply with any Artsmark Trade Mark use guidelines in these Terms and Conditions, and that we may notify you of and/or publish on the Artsmark website from time to time.
- 10.6 You will:
- 10.6.1 in accordance with clause 10.5, only use the Artsmark Trade Marks in relation to the Artsmark Award and with all due skill, care and diligence;
 - 10.6.2 market and publicise the Artsmark Award in a manner consistent with our reputation and the reputation of the Artsmark Trade Marks and Artsmark Programme;
 - 10.6.3 not use the Artsmark Trade Marks in any way which would tend to allow them to become generic, become liable to mislead the public, lose their distinctiveness or be materially detrimental to our good name, goodwill, reputation or image; and

- 10.6.4 neither claim nor obtain any right, title or interest in the Artsmark Trade Marks except the rights of use specifically provided to you by us, including in accordance with these Terms and Conditions. Accordingly, you acknowledge that any goodwill generated by you as a result of the use of the Artsmark Trade Marks shall belong to us and no right or other advantage in the Artsmark Trade Marks will be available to you as a result of your use.
- 10.7 We will monitor and reserve the right to audit your use of the Artsmark Trade Marks for the purposes of ensuring compliance with these Terms and Conditions and our Artsmark logo use guidelines. You will provide us with all necessary and reasonable cooperation, which may include providing us with access to your premises and/or delivering up to us all relevant written materials relating to Artsmark.
- 10.8 Following such audits, we may require you to make changes, at your own cost, to your marketing and educational materials and any other material which makes use of the Artsmark Trade Marks. You will make these changes within the time period specified by us.

11. Breach of these Terms and Conditions, Withdrawal, Revocation, Termination or Expiry of Artsmark Accreditation Status

- 11.1 We may, at our absolute discretion, terminate your Artsmark Accreditation Status, and your authorisation to use the Artsmark Trade Marks, with immediate effect on written notice if:
- 11.1.1 you breach these Terms and Conditions, and such breach (where it is capable of remedy) continues for a period of fourteen (14) days after receipt by you of a written notice alleging such breach;
 - 11.1.2 you act or omit to act or conduct your business and operations in such a manner that, in our opinion, is detrimental to our reputation or image and/or to the reputation or image of Artsmark;
 - 11.1.3 at any point in the application process or your submissions, including, or following you being granted Artsmark Accreditation Status, you provided any information that was, or is, wrong or misleading, either by mistake or because you were trying to mislead us;
 - 11.1.4 you challenge the validity of the Artsmark Trade Marks or use the Artsmark Trade Marks in a manner which is not fully compliant with these Terms and Conditions;
 - 11.1.5 you are declared bankrupt or become insolvent, any order is made, or resolution is passed, for you to go into administration, be wound up or dissolved; an administrator or other receiver, manager, liquidator, trustee or similar officer is appointed over all or a considerable amount of your assets; or you enter into or propose any arrangement with the people you owe money to; and/or,

- 11.1.6 you act illegally or negligently at any time, and we believe it has significantly affected your Artsmark Accreditation Status or is likely to harm our, or your, reputation and/or that of Artsmark.
- 11.2 In the event that you fail to progress from one Stage to the next Stage, for a period of 2 (two) years, then we may withdraw you from the Artsmark Programme. The decision to withdraw you will be at our sole discretion and confirmed in writing by us to you. We may consider an extension of this period in extenuating circumstances if requested by you, which will also be at our discretion and confirmed in writing by us. In the event that you are withdrawn from the Artsmark Programme, you will not be entitled to a refund of the Artsmark Fee, and the provisions of clause 11.1 shall apply.

12. Post-Termination

- 12.1 If your registration to Artsmark, and/or your Artsmark Accreditation Status, is terminated, expires, or you are withdrawn by us in accordance with clause 11.2, you will, as applicable:
- 12.1.1 immediately cease to use any of the Artsmark Trade Marks in any way whatsoever, including all your websites and social media;
- 12.1.2 at our election, but at your cost, either return to us or destroy any marketing and education materials incorporating the Artsmark Trademarks and, in the case of destruction, provide us with a sworn statement to that effect within five (5) working days of receiving our instruction to destroy the materials.
- 12.1.3 immediately cease to make any claims or any statements that imply or expressly state that you still hold Artsmark Accreditation Status or are 'working towards Artsmark';
- 12.1.4 not use any Trademarks which are identical or confusingly similar to the Artsmark Trade Marks;
- 12.1.5 not be entitled to the refund of any Artsmark Fee paid (in whole or in part) after you have attended Artsmark Development Training Module 2 (Making Change), and
- 12.1.6 in the event that we have terminated your Artsmark Accreditation Status due to a breach, you may not be able to reapply for Artsmark Accreditation Status for a period of not less than three (3) academic years, to be decided at our discretion.
- 12.2 Such termination, expiry, or withdrawal will not affect any accrued right (including any right of action or remedy) or liability of either Party, nor will it affect the continuance of any provision which is expressly or by implication intended to survive termination.

13. Indemnity

13.1 You agree to indemnify and keep us indemnified against any and all damages, expenses or losses we suffer arising out of or in connection with any material breach by you of any of your obligations under these Terms and Conditions. This indemnity will not apply to the extent that the claim arises as a result of our gross negligence, fraud or fraudulent misrepresentation. Without prejudice to any other rights or remedies that we may have, you acknowledge and agree that damages alone may not be an adequate remedy. Accordingly, we will be entitled to the remedies of injunction, specific performance or other equitable relief to cure any threatened or actual breach by you of your obligations under these Terms and Conditions.

14. Data Protection

14.1 In this clause, by 'Data Protection Legislation', we mean, without limitation:

- i. the United Kingdom General Data Protection Regulation (as this is defined in section 3(10) and supplemented by section 205(4) of the Data Protection Act 2018;
- ii. the Data Protection Act 2018;
- iii. the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426);
- iv. all other applicable UK laws in force from time to time relating to privacy and data protection; and v) the General Data Protection Regulation ((EU) 2016/679) (as applicable) ,and
- v. guidance and codes of practice issued by the Information Commissioner's Office.

14.2 In this clause, the terms: 'Controller, Processor, Data Subject, Personal Data, and Processing' means the same as they are defined in the Data Protection Legislation.

14.3 The Parties shall comply with their respective obligations under the Data Protection Legislation. Each Party is the Controller for the personal data it holds in order to fulfil its own functions. Each Party will be independently responsible for ensuring that its obligations as Controller are complied with and the rights of the Data Subjects protected in respect of such personal data. This provision is in addition to, and does not relieve, remove or replace, a Party's obligations under the Data Protection Legislation.

14.4 Each Party will ensure that it has all necessary and appropriate consents and notices in place to enable lawful transfer of the Personal Data to the other for the duration and purpose of these Terms and Conditions.

- 14.5 If we deem it to be necessary for the sharing of any Personal Data, the Parties shall enter into a separate data sharing agreement in respect of such processing to ensure compliance with the Data Protection Legislation.

15. Resolving Disputes

- 15.1 Any disputes or claims arising out of or in connection with these Terms and Conditions are governed by and construed in accordance with the laws of England and Wales and you irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with these Terms and Conditions.
- 15.2 Any dispute relating to maladministration of the Artsmark Programme should be resolved by using our two (2) stage complaints procedure for Artsmark, as set out on the Artsmark Website (“the **Complaints Procedure**”).
- 15.3 If any other dispute arises out of or in connection with these Terms and Conditions then senior representatives of the Parties with authority to settle the dispute shall, within twenty-eight (28) days of a written request from one party to the other party, meet in good faith in an effort to resolve the dispute.
- 15.4 Neither party may commence any court proceedings in relation to a claim or dispute arising out of these Terms and Conditions until it has attempted to settle the dispute pursuant to clause 15.3 above.

16. General conditions

- 16.1 You agree and confirm that you have taken all reasonable steps to ensure the safety of children, young people or vulnerable adults (“**Vulnerable People**”) and that you have obtained the written agreement from the legal carer or guardian before any person having any direct contact with any Vulnerable People. You will have and carry out an appropriate written policy and have a set of procedures to check backgrounds and disclosures of all employees, volunteers, trustees or contractors who will supervise, care for or otherwise have significant direct contact with Vulnerable People with the Disclosure and Barring Service (the non-departmental public body which prevents unsuitable people from working with vulnerable groups, including children).
- 16.2 You agree and consent to the reproduction by us of any part (except for any Personal Data) of your Statement of Commitment, Statement of Impact or subsequent information you give us, for further research, analysis, illustrative or promotional purposes without further notice. We may use this on the Artsmark Website, other websites, television, social media and other forms of media.

- 16.3 You will ensure that your Setting is, at all times, correctly constituted and that you can maintain the Artsmark Accreditation Status, if awarded, under the terms of your constitution or governing document. If asked by us, you will provide a legal opinion from your solicitors confirming this.
- 16.4 You must tell us in writing as soon as possible of any investigation concerning your organisation, trustees, directors, employees or volunteers carried out by the Police, Charity Commission, HM Revenue & Customs or any other regulatory body.
- 16.5 You must tell us in writing as soon as possible if any legal claims are made or threatened against you and/or which would adversely affect the Artsmark Accreditation Status held by you or our reputation, or the reputation of Artsmark.
- 16.6 If you fail to meet any term of these Terms and Conditions and we do not enforce one or more of our rights straight away, this does not mean that we will not do so in the future. We may give up our right to enforce these Terms and Conditions only if we notify you in writing that we will do so.
- 16.7 We will not be held responsible for any action you take, any actions you fail to take, or for any other of your liabilities. You are fully responsible for every part of your business and the decisions about them. We will not be responsible to anyone else who may take, or threaten to take, proceedings against you.
- 16.8 You accept that there is no guarantee that the Artsmark Programme will be available following the expiry of your current Artsmark Award nor that it will be administered and run by us in the future.
- 16.9 We will not in any circumstance have any liability to you if we are for any reason prevented from, or delayed in, performing our obligations under these Terms and Conditions or from carrying on our business by acts, events, omissions or accidents beyond our reasonable control and we shall be entitled to such extension of time so as to permit us to perform our obligations.
- 16.10 These Terms and Conditions are personal to you and shall not be transferred, assigned charged, sub-contracted by you or dealt with by you in any other manner.
- 16.11 We may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of the rights or obligations under these Terms and Conditions.
- 16.12 Nothing in these Terms and Conditions is intended to, or shall be deemed to, establish any partnership or joint venture between us and you, constitute you as our agent or otherwise authorise you to make and enter into any commitments on our behalf.
- 16.13 The Freedom of Information Act 2000 ("FOIA") applies to us. This means any information that we receive from you will be subject to the Freedom of Information Act 2000. By law, we may have to provide the information to a member of the public if they ask for it under FOIA.

For further details, see the our information sheet titled “How we treat your application under the Freedom of Information Act”, available on our website: <http://www.artscouncil.org.uk/>. If you have any concerns, you should let us know, as some information may be covered by exemptions under FOIA (for example if the information is sensitive or confidential) however any decision to release information under FOIA is at our absolute discretion.

You can visit our publication scheme at <http://www.artscouncil.org.uk/freedom-information%20> for more information on how we apply the Act and our data protection policy.

16.14 No person who is not a Party to our contractual relationship with you in accordance with these Terms and Conditions shall have the right to enforce these Terms and Conditions pursuant to the Contracts (Rights of Third Parties) Act 1999.

16.15 These Terms and Conditions may be updated by us from time to time on the Artsmark Website. Any documents referred to in them constitute the whole agreement between us and you and supersede any previous arrangement, understanding or agreement relating to the subject matter of these Terms and Conditions.

17. Additional conditions

17.1 You agree that we have the right to impose additional Terms and Conditions if:

17.1.1. we have reasonable grounds to believe that it is necessary to protect our reputation or that of Artsmark;

17.1.2. you are in breach of these Terms and Conditions; and/or

17.1.3. we withdraw your Artsmark Accreditation Status.