



## **DANCING THROUGH TIME: FROM POP TO PUNK IN THE CITY OF DERBY**

### **TERMS & CONDITIONS**

'Dancing Through Time' is a project run by QUAD & FORMAT (of Market Place, Cathedral Quarter, Derby, DE1 3AS with Charity Number: 1115546) and Déda (of 19 Chapel Street, Derby DE1 3GU with Charity Number: 1053633) funded by Heritage Lottery Fund ("Heritage Fund") ("the Project"). The Project involves a fifteen month call out (December 2023 – March 2025), facilitated by QUAD & Déda, inviting people to submit their images, memorabilia and paraphernalia of the dance, club and music scene in Derby between 1960 and 1979 via a dedicated Instagram channel, an online form and various public 'collecting' events. These images will form a digital library held on a dedicated archive website built by QUAD, charting through Derby's music and dance scenes, the social-economic history of a city against the backdrop of great societal change in the UK. A selection of the photographs will be used for an exhibition during FORMAT International Photography Festival's FORMAT25 Biennale in Derby City Centre in 2025.

These terms and conditions constitute an agreement between you, QUAD and Déda ("we" "us" OR "our").

You retain all copyright of your Artefacts; however you grant QUAD and Déda and any other parties we may authorise from time to time (each an "Authorised Party" and together the "Authorised Parties"), a non-exclusive license to use any Artefacts submitted by you for the purposes of the Project and related activities for the Project term of 13 December 2023 to 31 December 2030.

For the purpose of this Agreement Artefacts means the photographs and other memorabilia (including your associated text and name) provided by you ("Artefacts") for the purposes of the Project and related activities.

By uploading your Artefacts to our dedicated online form, posting and sharing your Artefacts online or on social media platforms with the following hashtag #IWasThereDerby or tagging @DancingThroughTimeDerby, you agree to be bound by the terms and conditions of this Agreement. When uploading or sharing your Artefacts via Instagram, this Agreement should be read in conjunction with Instagram's Terms of Use, and in the event of any contradiction between this Agreement and Instagram's Terms of Use, the latter shall prevail.

We may make alterations to these terms and conditions from time to time. If you continue posting and sharing your Artefacts, this will indicate your acceptance of these terms and conditions as altered. We may notify key changes to you by putting a notice on our websites, but you should review these terms

and conditions from time to time to ensure you are aware of any changes. We have agreed the following:

#### 1. GRANT OF LICENCE

- 1.1. In consideration of the opportunity to take part in the Project, you hereby grant to us, and the Authorised Parties a non-exclusive license (with the additional right to sub-license to others) to use the Artefacts for the full period of copyright in it including all periods of renewal, extension and revival of the copyright and thereafter in perpetuity and all necessary consents including under the Copyright, Designs and Patents Act 1988 as amended from time to time or any enactment that replaces it to enable us to change, publish, distribute, exhibit, adapt, modify, crop, collage, montage, animate, digitally transform and otherwise use the Artefacts for the purposes of the Project and related activities whether alone or incorporated in or in conjunction with other works worldwide and in all media whether now known or hereafter devised including but not limited to print, in national and international press, magazines or books, newsletters, in promotional material, a form of a presentation of the work on the internet and social media, use for academic and scholarly purposes, display on billboards and other advertising screens in the UK, oral and visual presentations to the public and exhibitions or in any other medium, at ours and our Authorised Parties' discretion.
- 1.2. The rights granted in accordance with clauses 1.1 shall be the "Licensed Rights".

#### 2. PROJECT

- 2.1. Under these terms and conditions, we give you the opportunity to take part in the Project and whilst we will make efforts to include the Artefacts in the Project, we cannot guarantee it. The Artefacts will be selected by our curatorial team to be included in the FORMAT25 exhibition, only a selection will be featured in the final project. All participants will be notified. However, all submitted Artefacts will be used for the Dancing Through Time Archive Website.
- 2.2. As part of the Project, you agree to provide relevant information concerning the Artefacts including but not limited to the location relating to the Artefacts and any stories behind the Artefacts and those featured in the Artefacts ("Information").
- 2.3. By providing the Information, you agree for us to use, exhibit, publish, distribute, and otherwise use and exploit the Information for the purposes of the Project, whether alone or in conjunction with other works worldwide and in all media whether now known or hereafter.
- 2.4. If you wish to withdraw or delete your Artefacts from the Project and any associated content you understand that we are only able to do this within a reasonable timeframe with 7 days written notice by writing to our email address [oceanf@derbyquad.co.uk](mailto:oceanf@derbyquad.co.uk). If the Artefacts have already been printed, published or distributed by the press or those we authorise we cannot guarantee or warranty its removal.

#### 3. YOUR UNDERTAKINGS

- 3.1. You hereby warrant and undertake that:

- 3.1.1. you are the sole owner of the Licensed Rights and/or you have full authority to enter into this Agreement;
  - 3.1.2. the Artefacts does not infringe the rights of any third party and the use of the Artefacts does not violate the rights of any third parties;
  - 3.1.3. the Artefacts does not incorporate any material that infringes the copyright or any other rights of any third party, including any right of confidentiality or privacy, nor does it contain any obscene, blasphemous or defamatory matter, and its exploitation shall not place any person in contempt of court nor in breach of any provision of any statute;
  - 3.1.4. you shall comply with the terms and conditions of any agreements which govern the use of the Artefacts provided by third parties;
  - 3.1.5. you shall comply with all laws and regulations as they relate to these terms and conditions;
  - 3.1.6. you are not aware, having made full and reasonable enquiry, of any claim by any third party that the Artefacts or any pre-existing material incorporating the Artefacts or included within the Artefacts, or the exploitation of the Artefacts has infringed or will infringe any rights of any third party and you agree that you shall immediately inform us if you become aware of any such claim; and
  - 3.1.7. you have secured all third-party permissions and releases necessary to grant the Licensed Rights to us and have made or will make in a timely manner all payments due to any such third parties necessary to enable us to exercise the rights granted to us under these terms and conditions. You hereby acknowledge that we shall not be liable for any such payments.
- 3.2. You confirm that you shall provide us with all documentation and release forms in respect of the Artefacts, as and when requested by us.
  - 3.3. Where the Artefacts depicts persons under the age of 18 years old, you confirm that you are either the child's parent or guardian or have sought permission from the relevant parent(s) or guardian(s) to use this Artefacts;
  - 3.4. You hereby waive in favour of us and the Authorised Parties and all our assignees and successors in title all moral rights in the Artefacts to which you may be entitled under the Copyright, Designs and Patents Act 1988 as amended from time to time and under all similar legislation from time to time in force anywhere in the world to the extent necessary for us to exploit the Licensed Rights subject to the terms of this
  - 3.5. You hereby agree to indemnify us and shall at all times keep us indemnified against all actions, proceeds, costs, claims and damages whatsoever incurred by or awarded against us and compensation agreed by us in consequence of any breach or non-performance by you of any of the warranties and undertakings in these terms and
  - 3.6. By uploading your Artefacts to the dedicated form on the QUAD website, posting and sharing your Artefacts online or on social media platforms with the following hashtag #IWasThereDerby or tagging @DancingThroughTimeDerby and any of our associated websites or any Authorised Parties' websites, or visiting pop up events/workshops, you understand and accept (and are able to understand and accept) the terms and conditions and you agree to be bound by You are also confirming that you have read our

Privacy Policies ([QUAD Privacy Policy](#) / [Déda Privacy Policy](#)). If you are under the age of 18 or don't understand these terms and conditions, please ask a parent or guardian to explain their meaning to you.

- 3.7. We reserve the right, without prejudice, to report to the social media platform and request the immediate removal of the hashtag on the uploaded, shared Artefacts (#IWasThereDerby or as tagged as @DancingThroughTimeDerby) if we consider that the Artefacts is not original or referenced, or if the entries are illegible, explicit, contravene our policies, incomplete, damaged, irregular, altered, counterfeit, produced in error or obtained through fraud or theft or if it is perceived to bring our organisation or Authorised Parties into disrepute.

#### 4. CREDIT

- 4.1. Where it is possible to do so, we will credit you as an author of the Artefacts or as a contributor to the Project.
- 4.2. Any failure by us to accord such credit and any failure by any third party to accord such credit shall not constitute a breach of these terms and conditions by us.

#### 5. DATA PROTECTION

- 5.1. For the purposes of the administration and management of your engagement, the operation of our organisation and compliance with applicable procedures, laws and regulations, we and, where relevant, our Authorised Parties, agents, advisers, and employees will need to collect, store and otherwise process your personal data. This will be both electronically and manually (including information contained in email, email attachments and other forms of electronic communication).
- 5.2. You acknowledge that we are a data controller for the purposes of the EU General Data Protection Regulation (GDPR) and, when in force, the Data Protection Act 2018 ("Data Protection Legislation"). It is important that you read, understand and comply with our policies, notices or other information regarding personal data.
- 5.3. You shall, in relation to any personal data processed in connection with your obligations under this agreement, notify us immediately if you:
  - 5.3.1. receive a data subject access request (or purported data subject access request);
  - 5.3.2. receive a request to rectify, block or erase any personal data;
  - 5.3.3. receive any other request, complaint or communication relating to either party's obligations under the Data Protection Legislation;
  - 5.3.4. receive any communication from the Information Commissioner or any other regulatory authority in connection with personal data processed under this agreement;
  - 5.3.5. receive a request from any third party for disclosure of personal data where compliance with such request is required or purported to be required by law; or
  - 5.3.6. become aware of any data loss.

- 5.4. Your obligation to notify under clause 5.3 shall include the provision of further information to us in phases, as details become available.
- 5.5. Taking into account the nature of the processing, you shall provide us with full assistance in relation to either party's obligations under Data Protection Legislation and any complaint, communication or request made under clause 5.3 (and insofar as possible within the timescales reasonably required by us) including by promptly providing:
- 5.5.1. us with full details and copies of the complaint, communication or request;
  - 5.5.2. such assistance as is reasonably requested by us to enable us to comply with a data subject access request within the relevant timescales set out in the Data Protection Legislation;
  - 5.5.3. at our request, with any personal data you hold in relation to a data subject;
  - 5.5.4. assistance as requested by us following any data loss;
  - 5.5.5. assistance as requested by us with respect to any request from the Information Commissioner's Office, or any consultation by us with the Information Commissioner's Office.
- 5.6. For the purposes of these terms and conditions and compliance with applicable procedures, laws and regulations, we and, where relevant, our duly authorised agents, advisers and employees will need to collect, store and otherwise process your personal data. It is important that you read and understand our Privacy Policy, which sets out how we use data relating to you and it forms a part of these terms and conditions. Our Privacy Policies can be found here [QUAD's Privacy Policy](#) and [Déda's Privacy Policy](#).

## 6. RIGHT TO ASSIGN

- 6.1. We shall be entitled to assign, license or deal in any other manner with any or all of our rights and obligations under these terms and conditions.

## 7. GOVERNING LAW

- 7.1. These terms and conditions and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

If you have any questions about these terms and conditions, please contact [oceanf@derbyquad.co.uk](mailto:oceanf@derbyquad.co.uk)

