

The Subscription Rooms Data Sharing Agreement

Date:

This is a Data Sharing agreement between THE SUBSCRIPTION ROOMS in Stroud (venue) and (company) and is in place between the two arts organisations with a view of improving arts insight within the industry.

The Venue will share this information at the request of the company. The Venue reserves the right to withdraw this agreement if the company fails to perform at the venue or does not fulfil the requirements of their contractual obligations. The Venue honours this data sharing agreement up to one calendar month after the performance data. After this date, the venue reserves the right not to share the information.

1. THE SUBSCRIPTION ROOMS agree to share with.....data relating to performance ondate, where THE SUBSCRIPTION ROOMS captures booking date, including:
 - a. Total sales and attendance, broken down by book type
 - b. Total gross revenue of all bookings, itemised deductions (for levies, VAT, booking fees etc) and total net income
 - c. Details of all bookings of those customers who have actively opted in to having their data shared with the touring company. This will include Customer name and address, contact preferences, email address, booking size, booking value and book type method.
 - d. Anonymous booking details of audience members to include booking size, booking value and book type method.
 - e. THE SUBSCRIPTION ROOMS will be happy to include analysis reports of new bookers, frequency and cross over, as agreed on a case by case basis in advance of the date of performance. This will be a chargeable to the company, in half an hour intervals, at the rate of £20 per hour. These fees will be deducted from the gross sales and will be itemised as mentioned in 1b (above).
 - f. Any other data as agreed between THE SUBSCRIPTION ROOMS and company in advance of the date of performance. This will be a chargeable to the company, in half an hour intervals, at the rate of £20 per hour. These fees will be deducted from the gross sales and will be itemised as mentioned in 1b (above).
2. THE SUBSCRIPTION ROOMS agree to use its best endeavours to give all bookers for company's performance and events at THE SUBSCRIPTION ROOMS the opportunity to be kept informed about (company) events and developments, as part of the booking process.
 - a. In view of this, THE COMPANY are invited to help shape their data sharing questions, to encourage maximum engagement, and all bookers will be asked their preferences at the point of booking.
 - b. Box Office Staff will be informed and trained to ensure that all customers are given free choice to have their data shared by the company.
 - c. The contact details of bookers will ONLY be given to the company, if the data owner has explicitly opted in to their persona data being shared.
3. THE SUBSCRIPTION ROOMS agree to share this data with company within one calendar months of the company's performance or event that takes place at THE SUBSCRIPTION ROOMS, or in the instance of a run of performance or events, one calendar month of the final

performance or event. The method of transfer of this data will be mutually agreed by the venue and the company ahead of the transfer.

4. company agrees to assume full and complete liability for the security and use of all data shared by THE SUBSCRIPTION ROOMS upon receipt, except for any instance where a data owner claims that data has been recorded inaccurately at the point of capture or altered in error before it was supplied to company. In any such instance, THE SUBSCRIPTION ROOMS and company will work together to resolve the issue and compensate the owner as appropriate.
 - a. **THE SUBSCRIPTION ROOMS data protection policy stands president to this Data Sharing Agreement and states clearly how data is obtained, recorded and kept in accordance to the Data Protection Act 1998.**
 - b. **THE SUBSCRIPTION ROOMS General Data Protection Regulation (GDPR) policy also stands president to this Data Sharing Agreement**
5.company will use all shared data strictly in line with the permissions secured at the point of capture and any subsequent amendments to those permissions by the data owner, and in line with the Information Commissioners Office data protection principles, and in-line with company's own data protection and GDPR policy.
 - a. company will never contact a data owner unless the data owner agrees to be contacted by company, as stated in the shared data file, 1C above.
6. company agrees to:
 - a. Contact data owners (as described in 1c above) only ONCE, with options for future contact by company
 - i. If the data owner does not respond to this one email..... will consider this as REFRAINING to opt in, and therefore further contact cannot be made.
 - b. For any future performances or other events bycompany at THE SUBSCRIPTION ROOMS, the method and timing of any contact to data owners (as described in 1c above) about these performances or events will be agreed between THE SUBSCRIPTION ROOMS and company as part of the marketing campaign process
 - c. In all email communications from company, data owners (as described in 1c above) will have the opportunity to unsubscribe from future communications as per recommendations by best practice in GDPR stipulations.
 - d. If the data owner (as described in 1c above) does not supply an email address to THE SUBSCRIPTION ROOMS,..... company may contact the data owner ONCE by post, adhering to points 6a and 6b above
7. THE SUBSCRIPTION ROOMS, and company agree to share any amends to their shared data (e.g when a customer has died) on a regular basis. Company and THE SUBSCRIPTION ROOMS, will also notify each other if ever a data owner makes a complaint to either organisation about how their data has been used
8. company will only retain data shared by THE SUBSCRIPTION ROOMS for as long as it is being used for contacting data owners and/or for analysis to inform future operations. As and when it ceases to be used for these functions, company will permanently delete the data
9. will not share data shared by THE SUBSCRIPTION ROOMS with any third parties, EXCEPT for fulfilment contractors (eg. Mailing houses, data cleansers). At all times, responsibility for the confidentiality of the data an liability for any misuse will remain with company.

10. This agreement is valid for 12 months from the date below. Within the period of this agreement's validity, THE SUBSCRIPTION ROOMS and commit to reviewing these data sharing agreements with a view to forming a new agreement.

Signed on behalf of THE SUBSCRIPTION ROOMS

Name: Title: Date.....

Signed on behalf of company

Name..... Title..... Date.....