

# ADUK RESOURCE

## Conclusions and Recommendations on Data Ownership Guidelines

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## Contents

1. Introduction	3
1.1 Key Issues	
1.2 Compiling Data Sets	
1.3 Sharing of Attenders Contact Details	4
1.4 Different types of organisation with different problems	
1.5 Data Ownership	
1.6 Current Impact	
1.7 Desire for Change	
2. Background Briefing	6
2.1 Data Protection	
2.2 Application of the 1998 Data Protection Act	
2.3 Opt-In or Opt-Out	
2.4 Compliance	7
2.5 Changes in Legislation	
2.6 Ticketing Systems	8
2.7 Changes necessary in the Box Office?	
2.8 Management Bodies	9
2.9 The Arts Councils	
2.10 Partnerships	10
2.11 Dual Key Data Controllers	
2.12 Challenges from the venues	
2.13 Challenges from the touring companies and artists	11
2.14 Compliance needs change	12
2.15 Practical Implementation	
3. “Good Practice” on Data Ownership	14
3.1 Partnerships	
3.2 Standard Text on Data Ownership in Presenting Contracts	
3.3 “Informed Consents”, “Fair Processing” statements, “Explicit Permissions”	15
3.4 Opt-in/Opt-out on Forms and On-line	17
3.5 Computerised Box Office Systems	

3.6 Working with the compliance regime in presenting venues	18
3.7 Presenting Venues	19
3.8 Presenting Venue Costs	
3.9 Funding Body Responsibilities	
4. Action Plan for Implementation	20
4.1 Promulgation and Compliance	
4.2 Industry Management Bodies	
4.3 Every Organisation	21
4.4 Create a more professional future: Standards and Accreditation	23
4.5 Funding Bodies and Good Practice	
4.6 Arts Council England Touring	24
4.7 Training	
4.8 Data Protection Guide	25
4.9 Charter	26
4.10 Monitoring	
5. Appendix 1	28
5.1 Standard Text on Data Ownership in Presenting Contracts	
6. Appendix 2	30
6.1 Proposed Statement for the Arts Councils	
7. Appendix 3	31

## 1. Introduction

This Report summarises the recommendations on Data Ownership practices as a key component of the Audience Data UK project. The recommendations are for straightforward procedures to help arts organisations share data on attenders for audience development and arts marketing purposes. While this report might appear to refer primarily to ticketed events and to venues with Box Offices, from our consultation the data ownership issues are similar for non-ticketed arts organisations, and the problems affecting sharing are the same for artists working in galleries and museums.

### 1.1 Key Issues

Data Ownership is discussed between arts organisations on two separate subjects:

- compiling data sets for benchmarking and comparison purposes, and for
- sharing attender contact details for arts marketing campaigns or audience development projects.

### 1.2 Compiling Data Sets

This involves collecting de-personalised (or some say "anonymised") data from venues on attendances and income, and other factors, in order to compile comparative and other statistics at local, consortium, regional, or national level by artform or other criteria. These data sets do not contain information which would enable the identification of named individuals or their contact details such as postal or e-mail addresses or phone numbers. While these data sets can contain postcodes, it is not possible to identify individuals or a household from their postcode alone, so the data remains anonymous and not personal.

For example, in 1998 all the venues in Glasgow agreed to compilation of such data on their catchment area to inform future planning for audience development. Subsequent examples around the country include projects such as Audiences London's Snapshot, Arts About Manchester's Vital Statistics, and the Cumbria Area Programmers Network. The Arts Council of Northern Ireland's Audiences Northern Ireland project involves the automated collation of such data from all participating organisations in the Integrated On-line Ticketing project, as a condition of their funding.

There are no data protection issues involved in sharing such data, although some venues choose not to do so, citing commercial confidentiality. This is unhelpful since it can mean that commercial work is excluded from some compiled data on audience behaviour.

Some of the Arts Councils, for monitoring purposes, seek information from arts organisations on the make-up of their attenders by age and ethnicity. Under the Data Protection Act, if ethnicity was recorded in an individual's record, this would be regarded as "sensitive data" for which their explicit permission would be required for its retention. It is then not permitted to share the data on individuals with third parties, even such as the Arts Councils, though consent could be obtained from the individuals for the overall anonymous statistics to be supplied. Most arts organisations do not appear to attempt to record such information, and need to find other methods to supply the information to the Arts Councils.

### **1.3 Sharing of Attenders Contact Details**

The sharing of attenders' full contact details, is principally an issue between presenting venues (including galleries and museums) and touring companies and artists, but can also be an issue between venues serving the same catchment area or working together in a consortium. Sometimes this may involve ticket agents, especially where the agent captures the customer details and these are not supplied to the promoter/presenter. The Data Protection Act is quoted as the major issue here. The consultation has confirmed that this is strictly correct, because the compliance regime which some venues (and ticket agents) are operating, means they can refuse to share contact data on attenders. However, some venue managers clearly prefer not to share data on principle.

### **1.4 Different types of organisation with different problems**

There are two situations according to the type of organisation. For most arts organisations which control the venue in which they present – for example, producing theatres, resident orchestras, galleries which curate their own exhibitions – data ownership is not an issue, in the sense that data sharing does not affect their work because they effectively own the data in the first place, regardless of whether they implement the law appropriately.

Sharing is principally an issue between presenting venues (including some galleries and museums) and touring companies and artists, where the presenting venues claim ownership of the data on the basis of Data Protection. For ticket sales, ownership comes from relating to the ticket purchaser at point of sale, some venues which sell tickets through agents, have issues of ownership with their agents.

### **1.5 Data Ownership**

Strictly, Data Ownership (which can help determine sharing), is a contractual matter to be agreed between venues (and ticket agents if appropriate) and touring companies and artists at the time of engagement, as part of agreeing the terms for the presentation or exhibition. The Data Protection Act does not cover “ownership” of data and therefore control of it; what the Data Protection Act (and other telecommunications and e-marketing legislation) covers is what uses can be made of the data, the circumstances in which permissions are needed to use that data, and what the public are told about what is happening to their data.

### **1.6 Current Impact**

Touring companies and artists often claim serious difficulty in obtaining the contact details of their audiences from presenting venues. Individual artists or collectives who wish to build lists of people interested in their work, with a view to sales, can find that galleries want them to separately collect contact data from visitors. For touring companies and artists whose work by its nature may be attracting new audiences (work for young people, culturally diverse audiences, contemporary work) but who may not always perform in the same presenting venue, this is particularly frustrating and inhibiting. Companies prevented from visiting a venue by closure (even for refurbishment) or change of policy can find they have no access to their past attenders. Local, consortium, and regional marketing campaigns or audience development projects can also be badly affected.

### **1.7 Desire for Change**

The consultation to date has made clear that at present it is the touring companies and artists (performing arts and visual arts) whose marketing activity is most affected by issues around

data ownership and sharing. Some venues agree that this is not a constructive situation. Strong arguments are put forward for a better way of working, often described as a “partnership”.

## 2. Background Briefing

### 2.1 Data Protection

The interpretation of the Data Protection Acts has changed considerably since the 1998 Act came into full force in March 2000. The Data Protection Guide commissioned by the Arts Marketing Association and the Theatrical Management Association, its publication financed by Arts Council: England is recognised by the Information Commissioner as a “good practice” guide. Since the Act defines the following of “good practice” as the first line of defence of a Data Controller, this is significant. The Data Controller is the legal entity of the organisation, which for most arts organisations makes the ‘chief executive’ of the organisation effectively responsible for protecting data on customers; this responsibility cannot be delegated and managers, company secretaries or other corporate body officers can all be held liable.

### 2.2 Application of the 1998 Data Protection Act

The majority of arts organisations and many presenting venues have adopted the recommended “good practice”:

During the transaction at the time of data capture, they notify the customer of what will happen to their data and obtain permission to use it for various communication methods and seek permission to share it. Some assume in obtaining permission that data captured will always be shared with the touring company and/or artists. Some seek additional permission to share it with third parties, such as other venues in their catchment area or fellow consortium members.

### 2.3 Opt-In or Opt-Out?

The direct marketing industry has always been concerned about whether the 1998 Data Protection Act required “opt-in” or “opt-out”. There is surprise that the Information Commissioner has explained that under most circumstances the key issue is whether “fair processing” statements have been given to the customer and explicit permissions obtained. Fair Processing statements require that the customer is told who is holding their data, who it will be shared with and what for, and they are then given the choice to opt-in by saying Yes or to opt-out by saying No. A Fair

Processing statement combined with the choice of saying Yes or No gets “Informed Consent”.

The problems arise when there is not a dialogue, so for example on a printed booking form or on the Internet. In these circumstances it is recommended that customers are asked to opt-in: they must make a positive step (ticking or clicking a box) to confirm that they have said Yes.

Sometimes the problem is that the organisation wants to propose an action to the customer, and, since it believes most will say Yes, to only ask to respond those who wish to decline: “If you do not wish to remain on our mailing list or your details have changed, please respond...” In these circumstances, to the surprise of some given the wording of the law, Opt-Out has been ruled to be acceptable.

Note that in every case “opt-in” is the recommended “good practice” and whenever there is customer dialogue “fair processing” statements should be given to the customer and explicit permissions obtained.

## 2.4 Compliance

Some Box Offices and Ticket Agents find this “good practice” problematic, it is said for a variety of reasons:

- Insufficient staff to allow this time to be taken in transactions
- Staff not good enough at handling conversations with customers
- Customers intolerant of staff following this procedure
- Pressure of bookings means that staff must complete transactions speedily
- Computerised systems not able to accommodate inputting the results

As a result there is frequent contact with Compliance Officers in Wilmslow by individual venues about how to comply, or (perhaps unfairly) how to do the minimum to comply. This has led to Compliance Officers agreeing some “relaxations” to the regime when the data on customers is being fully protected. To be fair, many of the relaxations were first obtained by producing venues, who argued that as they were the producer and presenter, and the customers’ transactional relationship was with them, that it would be entirely obvious to the customer that their data was being held by them, and be only used to send details of their own work.

Because these relaxations advised to individual venues according to their specific circumstances were being “borrowed” by others, the Theatrical Management Association and Arts Marketing Association sought clarification of the applications of some of the relaxations granted. It became clear that these were particularly for those arts organisations operating either as charities or in not-for-profit mode. Note that these “relaxations” have no legal status – any venue which employs them is still open to action against it if a customer complains. But the experience, which the Compliance Officers take into account, is that, as registered charities, in the event of a complaint, the arts organisation will immediately desist from the complained of use of that customer’s data.

These relaxations are not relevant for contact by any method other than mail (so no e-mail, phone, fax or SMS) and also should not involve personalisation of the contents of direct mail or segmentation or selection of attenders for direct mail purposes; these restrictions are mostly ignored, from ignorance of them.

The ‘relaxations’ have increased the problems for presenting venues and touring companies and/or artists. In particular, Compliance Officers have accepted that the “obvious” transactional relationship between a ticket purchaser and the venue Box Office means that venues may not need to obtain “informed consent” to capture contact details and use them for mailings (sic) about forthcoming events at the same venue. This means the dialogue on the telephone or at the counter with the customer about getting explicit permission may not be needed. However, the lack of “informed consent” means the data cannot be shared with touring companies and/or artists.

## 2.5 Changes in Legislation

Note that all the above refers specifically to “mailings” i.e. where customer contact is by post only. Other contact methods have been impacted upon by additional legislation which affects specifically e-mail, phone, fax or SMS. This has considerable implications when planned sharing of data includes for example e-mail addresses, because explicit “opt-in” is required for methods

involving telecommunications in most circumstances; e-mail addresses from Internet Ticket sales can be used for contact by e-mail about similar events at the same venue. No organisation should risk sharing e-mail, phone or SMS details without being very clear that customers had opted-in and agreed to their details being shared.

It is too early to discuss the legal interpretation through case law of this additional legislation in practice. Subsequent EU Directives and the legislative framework have tightened the position around all non-postal methods, and there is now consultation about amending the Data Protection Act itself to recognise this. The table below summarises the position on Opt-out/Opt-in:

Mail or phone	E-mail, text message	
Using contact details to market the venue's own events	<b>Opt-out</b>	<b>Opt-in</b> Consent given by either opt-in or other positive act to show that consent has been given Opt-out only where: The customer's email address was collected in the course of the ticket sale and the marketing relates to future events at the same venue
Passing the details on to touring companies, or third parties, to market their own events	<b>Opt-out</b>	<b>Opt-in</b> Consent given by either opt-in or other positive act to show that consent has been given.

## 2.6 Ticketing Systems

Venues have to rely for their effective implementation of data capture and data protection procedures on their computerised ticketing systems, and some system database fields still do not enable full compliance with the 1998 Act. The suppliers argue that they have implemented what their system users asked for. This is already out of date because of the subsequent legislation. Most suppliers explain that, at a cost, amendments can be made to their software, but most point to "free fields" in purchaser records available for user definition which could be set up to record the status of permissions on contact methods. Individual venues may therefore have problems specifically arising from the options open to them on their system.

## 2.7 Changes necessary in the Box Office?

To introduce legally compliant "informed consent" procedures, so that data could be legitimately shared on the basis of "fair processing" statements and explicit permissions, will affect working practices in Box Offices. However, "informed consent" only has to be handled on **first** capture of a customer's details, so could be applicable to only a minority of counter or telephone transactions.

Internet sales, an increasing proportion of sales for those venues selling live from their inventory on-line, can of course achieve effective “informed consent” on the basis of “fair processing” statements and explicit permissions from customers, so that the data can be legitimately shared, including the e-mail address obtained in the transaction.

## **2.8 Management Bodies**

Data Protection issues have largely not impinged on the industry management bodies. For some reason Data Protection has been seen as “awkward” legislation. Clearly, this subject affects member’s relationships and working practices, whether subsidised or not. Plainly, issues of data ownership and practical data sharing are of concern to commercial organisations as well as subsidised organisations, including local authorities. All the management bodies have been contacted with a view to engaging them in tackling the issues. They appear to see it as an issue that the industry should resolve.

Their timetable is, however, slow, but so far the Theatrical Management Association, the Association of British Orchestras, the Arts Marketing Association, the British Concert Promoters Association and the British Arts Festivals Association want to be positively involved in what is best summarised as “improving professional practice to resolve some of the difficulties in this area”. Others are not yet clear from discussions through their meetings cycle whether this is a priority for them.

For some, there is recognition that this goes to the heart of relationships which have never been satisfactorily resolved across decades, especially that between presenting venue and visiting artists/touring companies. However, as industry bodies which encompass both, they have to be careful not to alienate members, especially those which may choose to leave membership if their views are not accommodated. There are special sensitivities in presenting venues around those companies and artists in organisations which vertically integrate production, promotion and presentation.

## **2.9 The Arts Councils**

If the sharing of data is seen as fundamental to practising arts marketing campaigns and running audience development projects, and is therefore an implied commitment from the receipt of public funding, then this could be seen by some as entirely a matter to be resolved by the Arts Councils within their funding agreements.

However, the changes necessary to achieve compliance are required in parties not necessarily directly funded by the Arts Councils. In particular agreement is needed between the operators of presenting venues (theatres, arts centres, galleries, museums and concert halls) and the producing/touring organisations and companies or artists. Since the parties could be commercial (unsubsidised) on the one hand and subsidised on the other (but not necessarily by the Arts Councils), then this can be argued as far more a matter of professional practice than a condition of funding.

However, the Arts Councils plainly want arts organisations to adopt the best practice to assist audience development and demographic reach, and it is obvious that data sharing would expedite this. Officers in Arts Council England Touring in London confirmed that addressing this through grant conditions was likely to be impractical. The discussion about the 21<sup>st</sup> Century arts organisation and the criteria for judging the healthy arts organisation might create a climate for a more positive dialogue in the future.

## 2.10 Partnerships

Some touring companies and orchestras have tackled this problem with their presenting venues. For example Welsh National Opera and the Scottish Chamber Orchestra have established arrangements with the presenting venues they visit for sharing the data. This may herald a more advanced working relationship between touring company and presenting venue as exemplified by the partnership agreement between the Wales Millennium Centre and Welsh National Opera.

Many of the arts marketing agencies and consortia have also either entered into agreements to establish shared lists compiled from individual lists, or have compiled new lists where consent has been obtained for more than one organisation to contact people. This is particularly beneficial to non-ticketed organisations. In some cases, “mailing list preference questionnaires” (or similar) have obtained more detailed information about people and their preferences than would have been obtained from transactions, making such lists more valuable for segmentation purposes. Such preference questionnaires can get permission to use “sensitive data” such as ethnicity.

## 2.11 Dual Key Data Controllers

Fundamental to working in partnership is that both touring company and presenting venue agree their joint responsibility for protecting customer data. Both parties (presenting venues and touring companies and/or artists) could agree that each would be a Data Controller for contact data captured on attenders for a particular visit – effectively “dual key” control. Since some touring companies and/or artists are providing live links from the website of their company or their event, direct to Internet Ticketing provided by the presenting venue, there is an argument that the “dual key” must apply.

## 2.12 Challenges from the venues

Individual venue managers, and some of the management bodies on their behalf, argue that their current practice is based on past experience. Prior to the introduction of Data Protection legislation, many venues would not share their mailing lists or attenders’ contact details (these two are not always the same) for a series of reasons:

- Unwilling to share on principle, mainly because of fears of competition
- Preferred to manage all contact themselves, so to build their relationship with their customer
- Did not trust touring companies and/or artists to respect the lists, fearing they would be used for inappropriate purposes or messages, such as being passed to others, presenting at other venues

Data Protection has added additional reasons:

- The venue has adopted appropriate data protection procedures and they are aware of their responsibilities as Data Controller so are unwilling to share
- Touring companies, and their staff do not appear to be knowledgeable about data protection procedures and the legislation and do not appear to understand what is required of them to comply

- The venue is the best equipped organisation to carry out the direct marketing and comply with the legislation.
- They want to protect their attendees from being bombarded with mailings, and control all the mailings themselves, with their own priorities taking precedence.
- They have evidence that a proportion of customers, when asked for permission to share their data turn this option down, so they would rather not ask at all.

While some touring companies argue that Data Protection is a fig-leaf to cover the unwillingness of some venues to share data collaboratively, venue managers have some justifications for their reasons which do need to be addressed. The strongest argument deployed by venue managers for their case is what they see as a lack of competence in some touring companies and artists. It is claimed that:

- the sharing of data is not discussed at contract negotiation stage and sometimes not even at marketing planning stage.
- Touring company staff rarely ask for a written agreement between the parties to cover the sharing of data and bind each to complying with the terms of the Act and the consents obtained by the venue (this is a legal requirement)
- touring companies “suddenly” demand mailing lists when their event by their judgement is not selling well enough in advance, and plan to deluge targets with mailings.
- staff show scant awareness of Data Protection legislation.
- touring companies do not appear to respect the security and confidentiality of customers’ data, for example e-mailing lists around, creating multiple disk copies, passing to other touring companies.
- when venues have agreed to share, trusting the company or artists, they have received complaints months later that their customers have been mailed by another venue and/or company/artist in connection with events not at their venue.

### **2.13 Challenges from the touring companies and artists**

Touring companies and artists point to a long history of venues preferring not to share data, the problem increasing as the emphasis of marketing has switched from publicity to direct marketing, especially now e-marketing. There appears to be little recognition in venues that companies and artists want to directly manage relationships with their customers and that developing technology means that they can, if given access to the customer contact data. Touring companies have their own websites, build their own database of contacts, produce newsletters and run e-marketing campaigns, and expect to update their databases with details of attendees at their touring performances. But venues see it differently:

- Use of lists is required to be through the venue, which often then charges more for this service than the actual cost of fulfillment
- Marketing strategies are about building the relationship with the venue, not with the touring company or artists
- Attendee lists are somehow ‘generic’ so not for a specific company or artist and their work, but instead for that type of work

- Venues use attender lists for one company or artist to recruit those people to attend another company or artist, even if these are perceived as competitors

Venue contracts and Data Protection routines create or exacerbate the problems:

- Venue contracts omit clauses about data ownership, and the sharing of data is not raised at contract negotiation stage. Data Protection routines and Box Office procedures are not material to the agreement to present the work.
- Even at marketing planning stage, some venues fail to mention data sharing and usually do not propose a written agreement between the parties to cover the sharing of data and bind each to complying with the terms of the Act and the consents obtained by the venue (this is a legal requirement)
- The venue in practice operates data protection procedures which mean they are unable to share, usually claiming that they don't need to get "Informed Consent".
- Venue Box Offices are frequently seen to be 'transaction-focussed' – how quickly can we get through as many transactions as possible – instead of 'customer-focused': how many customers can we satisfy today?
- Venue staff do not appear to be knowledgeable about data protection procedures or what is required of them to comply.

Touring companies argue that the unwillingness of some venues to share data collaboratively puts their marketing initiatives and audience development projects at a huge disadvantage:

- Fundamentally, touring companies and artists feel that their customer contact is "filtered" through the venue.
- Venues are often late in processing and carrying out direct marketing campaigns on behalf of touring companies and artists.
- Lists may be of different size and differently targeted than agreed.
- Some venues fail to advise that mailings may not be solo.

These challenges from both sides can only be resolved by genuine working in partnership and the development of mutual trust. It is clear that competence and compliance with the law are needed as the foundation for that partnership and trust.

#### **2.14 Compliance needs change**

Non-compliance with legislation is complained of in many industries as both unfair and unreasonable. In this case it is entirely reasonable under the law for venues to take steps to ensure that data they capture from customers is appropriately protected. If touring companies and artists want to persuade venue managers that changes in venue Box Office procedures are necessary so that venues can share data with touring companies and artists, then the latter will also have to ensure that they adopt and police data protection procedures when the customer data is in their hands.

#### **2.15 Practical Implementation**

Plainly, the introduction of Internet Ticketing should change the degree to which the implementation of data protection procedures is a problem in Box Offices, because the

increasing proportion of on-line sales should reduce the pressure on Box Office staff by reducing over the counter or telephone transactions. There must be a caveat to this, because to date most venues report little noticeable change to traffic levels on the phone or at the counter until on-line sales exceed 20% - this suggests both large volumes of missed sales and understaffing.

Since a significant number of venues comply with the Act anyway, following “good practice”, it would seem reasonable for everyone to do so. The challenge is persuading everyone to do so. Resistance is most likely because of the staffing and cost impacts in some venues. It also requires a fundamental switch from a transaction-focussed sales culture to a customer-focussed sales culture.

### 3. “Good Practice” on Data Ownership

**3.1 Partnerships** It is clearly in the interests of both touring companies and artists and presenting venues to enable each other to maximise their efforts to build attendances and develop audiences. Since the Data Protection Act of 1998 impacts on data sharing but does not legislate for data ownership, it is necessary for the presenting partners to legalise their ownership of data on their customers, since this determines what it can be used for and by whom. **A short written agreement between the parties or a standard clause in their contract for the performance or exhibition is required.** If the presenting venue is not the sole outlet for sales, such as when tickets are sold through ticket agents, both parties will want to ensure that the separate contract with the ticket agent(s) specifies that data is owned by them in partnership.

This written agreement is the place where the partnership is established for the presentation, with the parties to the contract clearly setting out their responsibilities for marketing, for recruiting attenders, and for sales. Who owns and controls the data on customers, past and future, will determine who can do what in terms of marketing and audience development action. **It is necessary to set out “dual key” control if both parties are to work together.**

Fundamental to implementation of agreement on ownership is agreement on the procedures to obtain “informed consent” to be followed at the point where data is captured on the customers, usually the Box Office.

#### 3.2 Standard Text on Data Ownership in Presenting Contracts

The following is recommended as a standard text for a clause in presenting contracts, in relatively plain English, to create “dual-key” control:

**“For the purposes of the agreement to present “X” at “Y”, the parties agree to work together to maximise attendances and audiences. To this end, each is Data Controller with the other for the protection of data on the customers for “X”. This means that each agrees to comply with the Data Protection consents obtained from the customers, either previously or in transactions for the presentation of “X”. “**

Having agreed “dual-key” control, it is necessary to set out agreement on the procedures. If the venue already seeks from its ticket purchasing customers, agreement to share data with visiting companies and artists, then the following clauses which achieve full “informed consent” for mailings can be amended accordingly:

**“Specifically for mailings (contact by post), all customers will be asked to “opt-in” and give informed consent for their personal details to be kept and used by “the touring company/artist” and “the presenting venue” so that they can be kept informed about future events and activities by both. Where existing customers have not previously been asked or given such informed consent, the opportunity will be taken to seek their informed consent.”**

Since explicit permissions are particularly required for methods other than mail (post) at present, additional clauses are needed for e-mail, phone/fax and mobile/SMS contact methods. Since these will require very specific procedures in Box Offices to obtain the permissions from customers and in systems to record them, it is essential to arrive at contractual agreement:

Specifically for capturing e-mail addresses, all customers will be asked to “opt-in” and give informed consent for their personal details to be kept and used by “the touring company/artist” and “the presenting venue” so that they can be kept informed about future events and activities by both. Where existing customers have not previously been asked or given such informed consent, the opportunity will be taken to seek their informed consent. Whenever, these customers are e-mailed, the message will start with the offer of an opt-out “unsubscribe”.

Specifically for capturing phone numbers, all customers will be asked to “opt-in” and give informed consent for their personal details to be kept and used by “the touring company/artist” and “the presenting venue” so that they can be kept informed about future events and activities by both. Where existing customers have not previously been asked or given such informed consent, the opportunity will be taken to seek their informed consent. Whenever these customers are telephoned, the caller will identify the organisation and their permission will be re-obtained at the start of the call before proceeding.

Specifically for capturing mobile phone numbers, for text messaging purposes, all customers will be asked to give informed consent for their personal details to be kept and used by “the touring company/artist” and “the presenting venue” so that they can be kept informed about future events and activities by both. Where existing customers have not previously been asked or given such informed consent, the opportunity will be taken to seek their informed consent. Whenever, these customers are sent a message, the message will start with the offer of an opt-out “unsubscribe”.

Note that in the above the phrase “kept informed about future events and activities by both” is worded to enable contact not just about events but also about other activities and on subjects such as loyalty and membership schemes or fund-raising.

### **3.3 “Informed Consents”, “Fair Processing” statements, “Explicit Permissions”**

In order to implement the agreement in the contractual clauses above, it is necessary for the “dual-key” controllers to agree what “Fair Processing” statements are made, and for some contact methods “Explicit Permissions” are obtained. The parties should include the agreed “Fair Processing” statement in the contract or as an appendix or as a letter recording their agreement.

The Data Protection Guide published by the Arts Marketing Association and the Theatrical Management Association (available from the AMA or SAMS Books) carries the following agreed wording for “Fair Processing” statements which can be used for obtaining “Informed Consents”. This script is unchanged since publication in 1999 and was found in practice to take less than 30 seconds, allowing for the pauses for the customer response. Note however, that a revised version is recommended further below:

***During either a telephone call or a face to face transaction, with a customer new to the database, the suggested wording, which may come at any time in the transaction which is appropriate for customer care, should be on the lines of:***

"Thank you for booking tickets to see the Touring Artists Company at the Any Town Venue.

We would like to add your name to our marketing list so we can keep you informed about events and other developments at our venue. (optional: Is this alright? Await positive or negative response.)

We are officially called the Any Town Venue Promotion Company Limited and we will give your details to the Touring Artists Company who trade as Actors Bank Raid Limited. Is this alright? (Await positive or negative response)

From time to time we may also share your details with other (optional: arts and entertainment) organisations which we think you will be interested in. Is this alright? (Await positive or negative response)”

Note that this script was intended to give the customer the full range of opt-in options. The purpose, if the customer consented, was to give the venue and specified visiting companies the full use of the customer's data. The words 'marketing list' are used rather than 'mailing list' so that the list covered fax, e-mail, phone contacts as well as mail. Note that the words "events and other developments at our venue" are used to enable approaches for fund-raising purposes, education or other purposes; the Information Commissioner, while not dissenting from the above script, has said that it is strongly arguable that an organisation pursuing 'good practice' would have made these purposes explicit and not wrapped up in a general notice.

Some venues and touring companies agreed to limit the range of opt-in options offered to the public, so that permission was always obtained for the venue and the touring company/artists to use the customer data, and to shorten the statement. The implementation of the 1998 Act also removed the need for organisations to register with the Commissioner, so legal names were not required. **This is the recommended revised wording for presenting venues working with touring companies and artists:**

**"We would like to add your name to our marketing lists for the Any Town Venue and the Touring Artists Company so we can keep you informed about future events and other developments. Is this alright? (Await positive or negative response. If positive see contact method question below)**

(If appropriate:) **From time to time we would like to share your details with other arts and entertainment organisations in our area which we think you will be interested in. Is this alright? (Await positive or negative response. If positive see contact method question below)”**

After publication, and a review of the application of the various telecommunication regulations which followed, it was agreed that for full compliance, it was in fact necessary to ask explicitly for permissions on contact methods (obviously omitting those not required). Clearly, some customers could choose to agree to contact by different methods by different parties, so the question could be asked three times in relation to the 1999 script and twice in relation to the recommended script above:

**“May we contact you by post? (Await positive or negative response), by e-mail? (Await positive or negative response), by phone? (Await positive or negative response), by SMS message? (Await positive or negative response), by fax? (Await positive or negative response)?”**

The above scripts are intended for those situations where, because there is dialogue, the assumption under the Data Protection Act is that a “Fair Processing” statement can be made

and discussed with the customer to obtain their “Informed Consent”. Plainly in methods **where there is not dialogue, such as booking forms or Internet Ticketing, similarly worded statements have to be made with appropriate tick boxes for customers to opt-in/out according to their choice of contact methods and who they are willing to share data with.**

### **3.4 Opt-in/Opt-out on Forms and On-line**

In theory there is little difference between opt-in and opt-out on a form or on-line since there must be a clear “Fair Processing” statement with all the options described and the essential difference is whether people are asked to tick Yes or No. However, direct marketers prefer to offer only opt-out since they either assume the majority will consent to being contacted or hope inertia means more will apparently consent. While either opt-in or opt-out is legally acceptable for permission to contact for direct mail, **opt-in is either required or recommended for most methods and is certainly necessary as “good practice”**. Explicit permission is recommended to be obtained for each method, remembering that some people are more sensitive than others about specific contact methods such as the telephone.

A common wording would be **“To keep you informed about future events and other activities, tick the box and we will send you details by (list the method applicable: post, e-mail, fax, text message)**. If collecting just an e-mail address (not as part of an Internet Ticketing transaction) the wording could be **“By supplying your e-mail address you agree that we will send you by e-mail the details of future events and news of our activities”**. If collecting a telephone

number (not as part of a transaction) the wording could be **“By supplying your phone number you agree that we will ring you from time to time about our future events and other activities”**. Note that “other activities” are included in the text of these statements to so that contact could encompass loyalty and membership schemes, education and other outreach work, fund-raising and development work.

**“Fair Processing” statements on forms or on-line need to be in the same size type/font as used for the rest of the marketing text**, so not reduced to small print terms and conditions. This is a requirement of the Information Commissioner. On-line such statements should be presented to people so that they are read in full before anyone can click on the box i.e. if the text involves scrolling down, the click boxes are not in view until the end of the text is reached. For Internet Ticketing, people should be able to complete their ticket purchase even if they chose that the organisation not keep their details for future contact.

If other information is being collected such as details of ethnicity, while this data cannot be shared, permission is still needed to keep it in the records and to process it even on an anonymised basis. The Arts Council: England recommends a statement something like “We would be grateful if you provided us with your ethnicity for statistical purposes to help us determine our audience composition. We may share these overall statistics with our partner organisations. We will not use this information for any other purpose”.

### **3.5 Computerised Box Office Systems**

The appropriate “Fair Processing” statement referred to in 3.3 above should be prompted by the computerised Box office system whenever the Box Office staff is in dialogue with a customer and taking their details if they do not appear to have a current record. The system should therefore provide fields or tick boxes recording permissions for the five contact methods (post, e-mail, phone, SMS, Fax) and three statuses:

- Venue only
- Venue and Touring Company share
- Other arts and entertainment organisations can share

Most computerised systems will record the date on which the statement is used and the permissions recorded on the system. This is essential for verifying that “informed consent” was obtained. Some systems provide the option for pre-setting

a default status of full agreement so operators only need to record negatives (opt-outs).

More difficulty is caused by those systems which essentially treat it as obtaining permission for a mailing list and restrict the contact methods and statuses. Note that to comply with the law and related regulations it is essential to record explicit consents for e-mail, phone, SMS and fax if it is proposed to use any of these.

### **3.6 Working with the compliance regime in presenting venues**

It is difficult to give clear guidance on situations where touring companies and artists may face hurdles in making such contractual agreements with presenters and with implementing the related procedures to work together in partnership. There are three common obstacles:

- the willingness of presenting venues to share with touring companies and/or artists
- the interpretation of the law, by presenting venues and/or their local authorities and
- the costs of compliance with the law in the presenting venue, including the capability of computerised systems.

If a presenting venue has already adopted a compliance regime which in their eyes meets the requirements of the Data Protection Acts but in the process prevents sharing, then the touring company/artists can seek to negotiate a change in the venue’s current practice. The most common situation is that the dialogue on the telephone or at the counter with the customer about obtaining “informed consent” does not take place, so no “Fair Processing” statement is made.

While there is an argument that, in this situation, it is what is obvious to the customer which determines who can use their data, there is no mechanism for a touring company to establish this. The venues argue that the “obvious” transactional relationship between a ticket purchaser and the venue Box Office means that the venue may not need “informed consent” to capture contact details and use them for their mailings (sic) about forthcoming events at the same venue. **To achieve sharing will require a change of mind and the introduction of new procedures to enable sharing.**

**In the absence of “dual-key” control, it is necessary for the touring company/artists to work through the presenting venue for all marketing action**

**purposes.** The presenting venue could make an agreement to supply data to the touring company/artists but they can only use this data on behalf of the presenting venue and within the terms of the explicit permissions the presenting venue has obtained. Note that the presenting venue must prepare a written agreement with the touring company/artists about this use of their data – this could be a simple letter of agreement.

### 3.7 Presenting Venues

As referred to in Background Briefing 2.12, Presenting Venues may have a variety of justifiable reasons for their initial unwillingness to share. “Good practice” is unlikely to persuade recalcitrant managers who are not minded to share to do so, unless industry pressure for the adoption of good practice wins them over. It is essential that all parties who can, should work towards recognition that venues and touring companies and artists need to work in partnership.

Where Presenting Venues have either been legally advised not to share, or a local authority officer responsible for compliance has advised against sharing, then Touring Companies and Artists can use this document and the published Data Protection Guide (with a Foreword by the then Information Commissioner) to support their case. It is strongly advised not to raise the case with the Compliance Officers at the Information Commissioner’s Office in Wilmslow. Unfortunately it is too common a problem, which should be to the embarrassment of the arts and entertainment industry, that too many queries appear to be effectively about how to avoid complying. In the event of the absence of contractual agreement about data ownership, the standard advice is that the venue is the Data Controller so can determine the Box Office procedures to comply with the law and therefore whether data can be shared.

### 3.8 Presenting Venue Costs

The usual contractual agreement for presentation has the presenting venue providing the Box Office and therefore, as part of its contribution to the deal, bearing the cost of sales. Indeed there is considerable custom and practice around this subject to meet various parties’ requirements.

Touring companies and artists may not be used to negotiating in this territory (whereas most rock and pop promoters or major sporting events will). If a presenting venue argues that adopting Box Office “informed consent” procedures to enable data sharing will lead it to bear an increased cost of sales, then this is a realistic subject of discussion in agreeing the financial terms of the deal.

This is a matter which needs to be discussed by the industry bodies to arrive at recommended practices.

### 3.9 Funding Body Responsibilities

It will assist presenting venues and touring companies and artists when discussing their partnerships and the necessary contracts to determine data ownership and data sharing if their funding bodies have made clear their expectations and any specific requirements. This includes local authorities as well as the Arts Councils.

**The following is a proposed position statement to be adopted by the four Arts Councils and recommended for adoption by local authorities:**

**“It is a fundamental responsibility of the receipt of public funding for organisations to maximise attendances and audiences. To this end organisations need to resolve ownership of data on attenders and comply with Data Protection legislation and related regulations in such a way that data can be shared with related arts organisations such as touring companies and artists or other venues in the area.”.**

The Arts Councils and local authorities could ask arts organisations offered grant/funds to voluntarily sign their agreement to the above when accepting the offer of grant.

## 4. Action Plan for Implementation

The programme of work that forms Audience Data UK (ADUK) is overseen by a Steering Group whose membership is made up of representatives of each of the four UK Arts Councils and individuals working for a range of arts organisations. The Steering Group's responses to the recommendations made in this section of the report are contained in boxes such as this to distinguish them from the main report.

### 4.1 Promulgation and Compliance

It is a significant issue that many of the problems over data ownership and data protection practices occur from ignorance, a lack of knowledge and experience, and sometimes of competence, and often a lack of resources. It is necessary to "raise the overall level of the game" around data protection practices, so that the accepted approach and practice is more professional and competent.

Almost all other legislation which affects arts organisations, from Health and Safety to Disability Discrimination gets serious attention and an expectation that managers will be up to speed on the subject. Why is Data Protection any different? It is necessary to promulgate the application of the Act, address working practices to implement the Act, and develop compliance.

### 4.2 Industry Management Bodies

**This has considerable significance for the Management Bodies in the industry; it is recommended that all address this subject with their members, raising its profile and tackling non-compliance and issues which affect working in partnership.** Most industry Management Bodies have an annual cycle of meetings and could be expected to start to address this within 12 months of the publication of this report.

**The continuing responsibility for sustaining action will rest primarily with the industry Management Bodies working on and with their members.** There is a substantial list of organisations who engage with different kinds of arts and entertainment organisations, some being formal management bodies, others more loose associations of like-minded individuals or organisations. **All have a role to play in creating the climate for professional practice and determining how this subject can be promulgated.**

The Management Bodies of course engage with the commercial and non-subsidised sector as well as the subsidised arts sector and **it is in the interests of all arts and entertainment organisations to agree an effective basis for data ownership and practical sharing to maximise attendances and audiences.** Some have indicated that this subject should go on their future agenda; others have suggested a seminar or conference session in the next year to raise awareness.

**Action by: Industry Management Bodies**

**Deadline for progress: end Summer 2006**

The Steering Group plans to discuss the recommendations and implications of each of the ADUK reports with management and industry bodies and with other organisations that can help to deliver the aims of ADUK. The Steering Group will contact relevant organisations by December 2005 or, for those elements not due to report until 2006, within eight weeks of publication.

#### **4.3 Every Organisation**

Fundamentally, however, data protection is a legal issue which individual arts organisations must deal with. **It is recommended that companies, venues, and artists address their working practices to enable marketing and audience development while complying with the law.**

**The key challenge is that every arts and entertainment organisation and venue should be addressed, not just those interested enough and willing to attend a seminar or conference session.** And this will need to be sustained, to meet the needs of the constant flow of new entrants to the industry or staff newly promoted within the profession. Both Network and the Arts Marketing Association are recommended to take action with their 'members' in pursuit of this.

**Action by: Industry Management Bodies, Network and AMA**

**Deadline for progress: end Summer 2006**

All organisations need to understand their audiences and a key ambition of ADUK is to help individuals and organisations to use this understanding to help inform decisions. We agree that appropriate resources need to be allocated to the processes of communicating with and responding to audiences and suggest that this is factored into the planned good practice guidance.

While it might be difficult to draft a questionnaire for industry Management Bodies to issue to their members, **it is recommended that there is a survey of venues on their compliance practices for Autumn 2006. We recommend that this is a project for Audience Data UK working with the Industry Management Bodies, Network and AMA.**

**Action by: Audience data UK and Industry Management Bodies, Network and AMA**

**Deadline for progress: end November 2006**

It is not the role of ADUK to ensure that arts organisations comply with the Data Protection Act, rather it is to ensure good practice across the sector in the sharing and ownership of audience data. Any survey undertaken should be a review of good practice and the benefits that might flow, rather than compliance.

While many see presenting venues as the primary target for improvements and change, it is clear from the consultation to date that there is a strong argument for touring companies too to ensure they have staff with the skills, time and resources to abide by data protection procedures in their work. This could then have **some implications for the staffing and funding levels of touring companies**. It is recommended that funders (Arts Councils and local authorities for example) recognise that touring companies may make larger grant applications to deliver effective marketing and audience development.

The Arts Councils recognise that all organisations in receipt of funding are responsible for complying with a range of legal obligations including the collection, storing and use of data. Meeting all such legal obligations should be achieved within the core running costs of the organisation and it is unlikely that extra funding will be made available.

#### **4.4 Create a more professional future: Standards and Accreditation**

Of course, this professionalisation has **implications for the Arts Marketing Association (AMA)** and for the arts and entertainment industry as a whole. The Arts Marketing Association, through its Advanced Certificate in Arts Marketing accredited through the Chartered Institute of Marketing, and the Theatrical Management Association through its 'Druidstone' intensive induction/conversion .

Marketing courses have tried to set minimum standards of knowledge for marketing practitioners. **It is recommended that the accreditation of training and its regular provision is required.** The AMA and TMA are known to be working on this and it is recommended that an understanding of the issues is reached by March 2006.

**Action by: Arts Marketing Association**

**Deadline for progress: end March 2006**

**Equally, it is necessary for the minimum acceptable standards expected of people to be recognised and adopted.** This is not just about Data Protection. This requires a process to accredit qualifications and experience, and to grant status to people accordingly. The AMA Board has formed a Task Force to investigate whether this is something the Association could address. Until there is recognition that there is a minimum body of knowledge and proven skills

before certain responsibilities can be accepted, it will be difficult to make progress in an increasingly complex working and operating environment. It is proposed the AMA be asked to report back by the summer of 2006.

**Action by: Arts Marketing Association**

**Deadline for progress: end summer 2006**

ADUK will develop training modules that can be incorporated into existing training provision or (where gaps exist) form the basis of new training programmes to be delivered by management and industry bodies and other providers. These will be developed during 2006. The issue of accreditation of training will be discussed with the Sector Skills Council.

#### **4.5 Funding Bodies and Good Practice**

What should an arts organisation in the 21<sup>st</sup> Century have to do to demonstrate its competence and the responsibility of accepting public funding? Just as touring companies and artists and presenting venues are asked to enter into contractual agreements and a proper working partnership, **it is recommended that funding bodies are clear about the responsibilities they place on funded organisations and their expectations of them.** It may seem inappropriate to state that arts organisations should comply with the law. However, data protection and data ownership are fundamentally about practice and impact on audience development; reference to data sharing has a strong case for inclusion in grant conditions. **It is recommended that the proposed position statement for the Arts Councils and local authorities is adopted.** Equally important is the willingness of the funders to ascertain acceptance by the arts organisations of their responsibilities, even on a voluntary basis. It is recommended that the funding bodies adopt the position statement and promulgate it by December 2005.

**Action by: Arts Councils**

**Deadline for progress: December 2005**

All organisations need to understand their audiences and a key ambition of ADUK is to help individuals and organisations to use this understanding to help inform decisions. ADUK agree that appropriate resources need to be allocated to the processes of communicating with and responding to audiences and suggest that this is factored into the planned good practice guidance.

#### 4.6 Arts Council England Touring

It is also clear that Arts Council England Touring (and equivalents in the other UK countries) has a role to play in bringing together managers and arts marketers from touring companies with managers and arts marketers from presenting venues to explore the issues of partnership, and a group has offered to form a working task force to take this forward. This should be encouraged. The group should be convened in by the end of 2005. This is the kind of issue on which a UK-wide focus on touring issues is needed.

**Action by: Arts Council England Touring** (and other UK Arts Councils)

**Deadline for progress: first meeting end December 2005**

Arts Council England Touring agree that they can contribute to bringing together touring companies and venues and will work with other relevant bodies in the rest of the UK to take forward the issues of partnership.

**It is also recommended that Arts Council England Touring compile a UK Register for the whole of the UK on presenting venues and their willingness to share**, made available on request to touring companies and artists. Simply requesting the information from venues to compile the register will raise awareness of the issues. Arts Council England Touring is recommended to promulgate the Register in October 2005 and circulate venues with a view to making the first Register available in December 2005. Alternatively, this Register could be compiled and held by the appropriate industry Management Body for each artform/sector; this may prove a less effective mechanism for an accessible register.

**Action by: Arts Council England Touring**

**Deadline for progress: end December 2005**

Arts Council England Touring is concerned that the setting up of such a register might be considered invasive by venues. ADUK would prefer to work with industry bodies to ensure that there is consistent knowledge and understanding of the law and to improve good practice across the sector.

#### 4.7 Training

The funding bodies such as the Arts Councils together with the Industry Management Bodies have a role together in stimulating the provision of training sessions across the country and in all regions to achieve wide access to training on data protection and the related telecommunication and e-marketing rules and regulations. It is recommended that the Arts Marketing Association is the lead body for coordinating the recurring provision of training, addressed primarily to its members and Box Office staff, repeating at regular intervals to meet the needs of new entrants to the arts and entertainment industry. The AMA is plainly a UK-wide national body whose

membership encompasses most of the relevant personnel and can lead on advising on appropriate provision.

It is essential however, that the training delivers a coherent and consistent interpretation of the law and good practice. It is recommended that a 'training the trainer' guide is developed. A 'round table' discussion with the Arts . Marketing Association, Network, Arts Councils, local authority representatives and industry Management Bodies is proposed for November 2005.

**Action by: Arts Marketing Association**

**Deadline for progress: convene 'round table' November 2005**

**Plan UK-wide training provision for delivery starting in 2006**

Consistent, widespread training is required to deliver the recommendations of all of the ADUK reports and a strategy will be produced to develop training modules from 2006. ADUK will discuss the creation and delivery of this strategy with the AMA and other relevant bodies.

#### **4.8 Data Protection Guide**

It is clear that **the original Data Protection Guide** (published 1999) and updated advice (produced by Roger Tomlinson) **needs to be re-formulated and re-published** (in print and on-line). The Information Commissioner still thinks this is in use as a "good practice" guide (a recognised status under the Data Protection Act 1998) and it needs to be more widely known and its recommendations adopted. An updated version should be commissioned by ADUK for publication December 2005.

**Action by: Arts Marketing Association**

**Deadline for progress: end December 2005**

ADUK agree that guidance is needed on the practical implications of the Data Protection Act and the issues surrounding data ownership and sharing.

The contract clauses and suggested wording for gaining permission from customers to hold data outlined in this report will be piloted with a range of arts organisations across the UK. This process will provide guidance on the practicality or otherwise on the practicality of venues gaining individual permissions from customers for different companies/artists.

ADUK plan to test a range of formats that may include: a published guide, training opportunities, a help line or a downloadable toolkit with answers to FAQ.

ADUK aims to encourage all industry bodies to disseminate this guidance in the most appropriate way to their members.

#### 4.9 Charter

**The Arts Councils, local authorities and industry management bodies could consider promulgating** the proposed position statement and asking organisations to sign up to a **'good practice' charter** so that in effect a long list would be created which indicated the majority of organisations agreeing to the Charter. The proposed Charter should be discussed at the 'round table' proposed for December 2005.

**Action by: Arts Marketing Association**

**Deadline for progress: 'round table' end December 2005**

ADUK plan to develop good practice guidance on behalf of the sector and will test, initially, the desire for voluntary adoption. This will be commissioned by June 06 in partnership with a range of management and industry bodies.

#### 4.10 Monitoring

It is clear that implementation will not take place without continued intervention. **It is recommended that Audience Data UK initiates action to ensure that continuing liaison with the industry management bodies is sustained.** The Arts Marketing Association may be willing to be the lead body and undertake this responsibility. A second 'round table' meeting could be convened in December 2006 to review and evaluate progress.

It will be hard to identify easy measures of the degree of implementation. The following are proposed:

1. Signatory organisations to the proposed Charter

2. Funded arts organisations agreeing to share data on acceptance of grant offers
3. Register kept at Arts Council England Touring for the whole of the UK on presenting venues and their willingness to share, made available on request to touring companies and artists
4. Numbers of training courses run across the UK per annum, monitored by the Arts Councils and Network
5. Seminars and conference sessions provided by industry management bodies on data protection and related issues

**Action by: Arts Marketing Association**

**Deadline for progress: second 'round table' December 2006**

An evaluation programme initially for 2 years will be established by March 06. This will cover the range of ADUK activities and the longer-term success criteria will be established as part of this. An independent agency or individual will be commissioned to assist with developing a full evaluation framework.

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## 5. Appendix 1

### 5.1 Standard Text on Data Ownership in Presenting Contracts

The following is recommended as a standard text for a clause in presenting contracts, in relatively plain English, to create “dual-key” control:

**“For the purposes of the agreement to present “X” at “Y”, the parties agree to work together to maximise attendances and audiences. To this end, each is Data Controller with the other for the protection of data on the customers for “X”. This means that each agrees to comply with the Data Protection consents obtained from the customers, either previously or in transactions for the presentation of “X”. “**

Having agreed “dual-key” control, it is necessary to set out agreement on the procedures. The following clause is intended where the parties agree to full “informed consent” for mailings:

**“Specifically for mailings (contact by post), all customers will be asked to “opt-in” and give informed consent for their personal details to be kept and used by “the touring company/artist” and “the presenting venue” so that they can be kept informed about future events and activities by both. Where existing customers have not previously been asked or given such informed consent, the opportunity will be taken to seek their informed consent.”**

Since explicit permissions are particularly required for methods other than mail (post) at present, additional clauses are needed for e-mail, phone/fax and mobile/SMS (text) contact methods. Since these will require very specific procedures in Box Offices to obtain the permissions from customers and in systems to record them, it is essential to arrive at contractual agreement:

**Specifically for capturing e-mail addresses, all customers will be asked to “opt-in” and give informed consent for their personal details to be kept and used by “the touring company/artist” and “the presenting venue” so that they can be kept informed about future events and activities by both. Where existing customers have not previously been asked or given such informed consent, the opportunity will be taken to seek their**

**informed consent. Whenever, these customers are e-mailed, the message will start with the offer of an opt-out “unsubscribe”.**

**Specifically for capturing phone numbers, all customers will be asked to “opt-in” and give informed consent for their personal details to be kept and used by “the touring company/artist” and “the presenting venue” so that they can be kept informed about future events and activities by both. Where existing customers have not previously been asked or given such informed consent, the opportunity will be taken to seek their informed consent. Whenever these customers are telephoned, the caller will identify the**

organisation and their permission will be re-obtained at the start of the call before proceeding.

Specifically for capturing mobile phone numbers, for text messaging purposes, all customers will be asked to give informed consent for their personal details to be kept and used by “the touring company/artist” and “the presenting venue” so that they can be kept informed about future events and activities by both. Where existing customers have not previously been asked or given such informed consent, the opportunity will be taken to seek their informed consent. Whenever, these customers are sent a message, the message will start with the offer of an opt-out “unsubscribe”.

Note that in the above the phrase “kept informed about future events and activities by both” is worded to enable contact not just about events but also about other activities and on subjects such as the loyalty and membership schemes or fundraising.

## 6. Appendix 2

### 6.1 Proposed Statement for the Arts Councils

The following is a proposed position statement to be adopted by the four Arts Councils and recommended for adoption by local authorities:

**“It is a fundamental responsibility of the receipt of public funding for organisations to maximise attendances and audiences. To this end organisations need to resolve ownership of data on attenders and comply with Data Protection legislation and related regulations in such a way that data can be shared with related arts organisations such as touring companies and artists or other venues in the area.”.**

## 7. Appendix 3

Personnel in the organisations listed below were consulted or involved in connection with this project. Consultation could involve a short telephone discussion, an informal meeting, or a consultative session. Attendees at open consultative sessions in Glasgow, Edinburgh, Cookstown, Cardigan and London are not included:

Activate, Chelmsford

Ambassadors Theatre Group

Artifax Software

Arts Council Northern Ireland

Arts Council: England Legal Department

Arts Council: England Touring

Arts Intelligence

Arts Marketing Association

Arts Marketing Hampshire

Ascent Technology

Assembly Hall Tunbridge Wells

Association of British Concert Promoters

Association of British Orchestras

Audiences Central

Audiences Northern Ireland

Audiences Yorkshire

AudienceView

Audiences London

BBC NOW

British Arts Festivals Association

Campaign for Museums

Citizens Theatre, Glasgow

City of Birmingham Symphony Orchestra

City University: Dept. Arts Administration

CPR Aberystwyth

Creation Theatre

Delfont Mackintosh

Derby Playhouse

Dundee Contemporary Arts  
Edinburgh Fringe Festival  
Edinburgh International Festival  
Engage  
English Touring Opera  
Galathea STS  
Glasgow Grows Audiences  
Glen Rothes Halls, Fife  
Grand Pavilion Porthcawl  
Guildford Civic  
Harlequin Theatre Redhill  
Hayward Gallery  
Independent Theatre Council  
Kettle's Yard, Cambridge  
King's Theatre, Glasgow  
Lowry, Salford

Recommendations on Data Ownership Guidelines Report from ACT ACT Consultant Services  
September 2005 Page 39

Lyceum Theatre Edinburgh  
Marlowe Theatre, Canterbury  
Mayflower Southampton  
Millennium Forum Derry  
Museums Association  
Museums Libraries & Archives Commission  
Network Conference  
Norwich Museums  
Office of the Information Commissioner  
Opera and Music Theatre Forum  
Opera North  
Oxford Playhouse  
Patron Technology  
Pilot Theatre  
Purple Seven

Reading Arts and Venues  
Really Useful Theatres  
Regents Park Open Air Theatre  
Royal Albert Hall  
Royal Scottish National Orchestra  
Royal Shakespeare Company  
Sainsbury Centre, Norwich  
Scottish Chamber Orchestra  
Scottish Arts Council  
See Tickets  
SoLT  
South Bank Centre, London  
SMG Group  
SMART, Surrey  
St Davids Hall, Cardiff  
Stephen Cashman, Newcastle  
Symphony Hall, Birmingham  
Synchro Systems, Newcastle  
Tessitura Network  
The Audience Business  
The Place, London  
Theatr Gwynedd, Bangor  
Theatre Royal Norwich  
Theatre Royal, Nottingham  
Theatrical Management Association  
Ticketmaster  
Tickets.com  
ts.com  
Tullie House, Carlisle  
Ulster Orchestra  
VAGA  
Valleys Arts Marketing

Welsh National Opera  
West Yorkshire Playhouse  
Wycombe Swan  
Wyverne Theatre, Swindon