

## **EXHIBITION OF CONTEMPORARY WELSH ART 2019**

Call for Entries Terms and Conditions

### **TERMS AND CONDITIONS**

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#### **1. DEFINITIONS**

- 1.1 "Exhibition Administrators" are the combined constituent organization managing this particular exhibition.
- 1.2 "LWC" means the London Welsh Centre.
- 1.3 "LWC Website" means the website located at [www.londonwelsh.org](http://www.londonwelsh.org)
- 1.4 "WWL" means Wales Week in London.
- 1.5 "Works" means all artistic works.

#### **2. GENERAL CONDITIONS**

- 2.1 These conditions apply to the submission and exhibition of Works managed by the Exhibition Administrators, including LWC and WWL.
- 2.2 Specific regulations and fees for work(s) are specified on the LWC Website.

#### **3. SIZE**

- 3.1 The size of Works to be provided is the exterior frame size, or in the case of sculpture, the longest measurement.

#### **4. FRAMES**

- 4.1 All Works must be exhibition-ready. Unless specified for a floor or plinth display, Works should be sufficient to withstand hanging purposes.

4.2 Hooks are not allowed. Any hanging projections need to be flat on the back of the works and fully protected in sufficient wrapping. This is to prevent damage to other works. Please speak to one of the Exhibition Administrators if this is unavoidable.

4.3 Glass clip frames are unacceptable. Glazed Works with unprotected glass edges are also unacceptable.

## 5. DELIVERY OF WORKS

5.1 **In Person:** Works should be delivered in person on the date specified. The Works must arrive **wrapped** with the forms and labels provided by LWC attached. Please complete all labels carefully and attach to the Works. In particular, please attach labels to the back of picture frames and to the bottom of sculptures.

A member of staff will meet you to receive the Works, and will witness you document its condition on arrival. We will take a photo of its condition.

5.2 **Delivery:** If you are unable to deliver your work in person, we recommend using a professional Art Courier, at your own expense. The Works must arrive on the date specified, **wrapped** with the forms and labels provided by LWC attached. You are required to email the LWC with all the delivery details and access to the tracker.

A member of staff will receive the Works, and take a photo of its condition. We will email to confirm its arrival. Remember that you will need to provide sufficient material for our staff to rewrap the Works, if collecting by Courier. (See point 8.)

## 6. SUBMISSIONS

6.1 Our open submission exhibitions are open to artists in the UK, EU, and outside the EU.

Artists who are not resident in the UK but are resident in the EU, if your work is sold at the exhibition you have a responsibility to register and account for UK VAT with H.M. Revenue & Customs. Artists without a UK residence (known as 'NETPs' - non-established taxable persons) can find further details on 'NETP' status and how to register for VAT at <http://www.hmrc.gov.uk>, (HM Revenue & Customs Reference: Notice 700/1, Mar 2014) under the heading 'Should I be registered for VAT?'. Please note: the registration process can take up to 4 weeks. Please address any questions you may have to the VAT Helpline on tel. no. 0845 010 9000 or, if your call is from outside the UK, +44 2920501 261

6.2 There is a submission fee for all exhibitions unless stated to the contrary.

## 7. NOTIFICATION

7.1 The LWC will publish a list of the accepted artists on the LWC Website no later than 3 days after selection.

## 8. COLLECTION OF WORKS

8.1 Dates for collection of Works will be specified by the LWC. These are the only days that Works can be collected from the LWC premises at 157-163 Grays Inn Road, London WC1X 8UE. Please ensure that arrangements are made for your Works to be collected on this date and within the time slot specified. Please note that we cannot wrap Works for collection in person.

8.2 If you are unable to collect your work in person, we recommend using a professional Art Courier, at your own expense. You will need to provide sufficient material for our staff to rewrap the Works. You are required to email the LWC with all the collection details and access to the tracker.

8.3 Any uncollected Works will be removed from the LWC after the collection days and stored by an independent courier company at the artist's expense.

8.4 The Exhibition Administrators can give no information or warranty as to storage charges made by any other company.

8.5 If the Works are not collected or claimed by, or on behalf of, the relevant artist within 1 month of the last collection day (notified under clause 8.1 above), the LWC will be entitled to destroy, sell, or otherwise dispose of the Works without consent and without prior notification to the artist. The artist hereby agrees that it will not be entitled to any compensation as a result of the aforementioned destruction, sale or disposal of the Works by the LWC in accordance with this clause 8.5.

## **9. COMMISSION**

9.1 Unless otherwise advised, the LWC will not charge a commission on the total price paid for:

9.1.1 Works;

9.1.2 Commissioned Works; and

9.1.3 Any copyright in and to such Works sold or licensed

before, during, or as a result of an exhibition managed by the Exhibition Administrators.

9.2 Once work has been submitted to the LWC, any sale affected by the Exhibition Administrators before or during the course of the exhibition shall take precedence and supersede one made privately.

9.3 If the artist of the Works is registered for VAT, then the VAT due on the selling price of the Works should be included in the price entered on the form.

9.4 The price for the Works provided is the catalogue-selling price and is the price that the Works must be sold at. This price can only be changed by prior written agreement between the Exhibition Administrators and the artist of the relevant Works. The Exhibition Administrators reserve the right to query the price of Works.

## **10. PAYMENTS**

10.1 Payments for any purchases will need to be made directly to the seller.

10.2 The London Welsh Centre will not be able to process any transaction.

## **11. INTELLECTUAL PROPERTY RIGHTS**

11.1 The copyright and all other intellectual property rights in and to Works will remain the property of the artist and any enquiries in relation to such rights will be referred to the artist. So far as any rights in the Works are owned by a third party that third party will remain the owner of such rights in and to the Works.

11.2 The Exhibition Administrators have the right to copy and/or reproduce the Works and to communicate and/or issue such copies to the public in connection with the exhibition, for advertising the sale of the Works, for educational and public workshops, and for general marketing or promotional purposes, and other related activities, including without limitation the incorporation of images of the Works within promotional and marketing materials, postcards, catalogues, posters, DVDs, on Exhibition Administrators' websites, in workshop presentations and on information screens throughout the exhibiting gallery and any media now known or hereafter devised.

**12. LIABILITY**

12.1 The Exhibition Administrators and/or their agents undertake no responsibility whatsoever for any loss of, or any damage to, Works entrusted to them, in transit or on site, whether arising from fire, default, error, neglect or theft by couriers, packers or other persons and whether in their own employment or not, or otherwise howsoever and all goods are at artist owner’s risk absolutely and the Exhibition Administrators and/or their agents exclude all liability to the maximum extent permitted by law. **THE LONDON WELSH CENTRE IS USED FOR VARIOUS PURPOSES AND YOU ARE ADVISED TO INSURE YOUR OWN WORKS AGAINST ALL RISKS.**

12.2 The Exhibition Administrators will endeavour to take the highest care of Works sent for exhibition, and will have a designated period of time to guard the works during the exhibition period but this does not include out of open hours - this being overnight security.

12.3 The LWC and Artist/owner agree that any disputes arising under this Agreement will be resolved via a mutually acceptable alternative dispute resolution process.

**13. INDEMNITY**

13.1 Artists submitting their Works to the Exhibition Administrators (whether such submission is for an exhibition or any other purpose) shall indemnify and keep indemnified the aforementioned parties (including their agents and affiliates) against any actions, claims, proceedings, losses, liabilities, charges, costs and expenses which they may incur arising out of or in connection with any actual or alleged financial or contractual arrangements between the artist and any agent (other than Exhibition Administrators) or any third party.

**14. PERSONAL DATA**

14.1 The Exhibition Administrators will hold the personal data supplied by the artist on the submission form, in accordance with the Data Protection Act 1998. It will only be used for administering exhibitions, and will not be transferred to a third party without the consent of the artist, subject to clause 13.2 below.

14.2 Unless expressly written to the contrary, the artist hereby consents to the Exhibition Administrators providing third parties with his or her contact details where such third parties might be interested in buying, commissioning or licensing the rights in and to, the Works.

**15. DISQUALIFICATION**

15.1 The LWC reserves the right to disqualify any Work if the artist has failed to adhere to these Terms and Conditions and the relevant rules and by-laws of the LWC.

**THE SIGNING OF THIS SUBMISSION FORM IS TO BE TAKEN AS THE UNRESERVED AGREEMENT OF THE ENTIRE CONTENTS OF THESE TERMS AND CONDITIONS AND THOSE ON THE SUBMISSION FORM BY THE SIGNATORY.**

<p><b>Name:</b></p> <p><b>Signature:</b></p> <p><b>Date:</b></p>	<p><b>Exhibition Administrators</b></p> <p><b>Signature:</b> </p> <p><b>Date:</b> 14/12/18</p>
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