

## AYOT ST LAWRENCE ART SHOW TERMS & CONDITIONS (2018 edition)

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These Terms and Conditions apply as between The Ayot St Lawrence Festival (a charity registered with the Charity Commission under number 1062882), which runs the Art Show, and the Artists who submit artwork to be displayed for sale at the 2018 Art Show. In these Terms and Conditions 'Art' means Framed Art and Unframed Art.

### Entering Framed Art (including art stretched on canvas)

'Framed Art' means original, framed paintings to be hung on display. The Framed Art should be strictly handmade, so no digital runs of images will be allowed. (This includes art on canvas which is stretched over a frame.) An entry fee and commission is payable on items displayed for sale – see below.

1. Artists may submit up to 3 items of Framed Art, *plus* a further 1 item of Framed Art of the local area (Ayot St Lawrence and surroundings), to be displayed for sale at the Art Show. Size restrictions apply – see below. No further items may be submitted (or in fact displayed at the Art Show) unless agreed otherwise in writing by The Ayot St Lawrence Festival.
2. Of the 3 or 4 items, only 1 may have a frame size (height or width) over 20 inches (51cm), up to a maximum of 30 inches (76cm). All others must have a frame size (height or width) no larger than 20 inches (51cm).
3. Artists must not submit any previously exhibited artwork as Framed Art.
4. All Framed Art must be ready to hang complete with wire or cord, which must be taut and fixed securely to D rings (taped over) situated at 1/3 of the height of the picture measured from the top of the frame; no clip frames. Hanging will be undertaken by The Ayot St Lawrence Festival.
5. Framed Art submitted by the closing date for receipt of entry forms, and accepted by The Ayot St Lawrence Festival, will usually be included in the Art Show Catalogue (if any).
6. All Framed Art must be labelled on the back with: Artist's name and address; title; and price.

### Entering Unframed Art (including greeting cards)

'Unframed Art' means artwork that is not Framed Art and is therefore not intended to be hung. (As stated above, art on canvas e.g. box canvas is considered Framed Art.) Unframed art may include unframed original paintings, limited edition original prints, and greeting cards; no digital or reproduction prints of any kind (with the exception of greeting cards). Note that a print is termed "original" if the artist has worked on the printing element themselves or has directly supervised the process. An entry fee and commission is payable on items displayed for sale – see below.

7. Artists may submit up to 8 items of Unframed Art (not greeting cards) plus up to 6 batches of greeting cards (up to 20 greeting cards count as 1 batch, with all cards in the batch being priced the same), to be displayed for sale at the Art Show. No further items may be submitted (or in fact displayed at the Art Show) unless agreed otherwise in writing by The Ayot St Lawrence Festival.
8. All Unframed Art must be suitable for display (but not for hanging), which includes being protected with an acetate film cover and having a suitably stiff backing. Display will be undertaken by the Ayot St Lawrence Festival in the Art Show unframed display stands.
9. Unframed Art will not be included in the Art Show Catalogue (if any).
10. All Unframed Art must be labelled on the back with: Artist's name and address; title; and price.

### Delivery and removal of Framed and Unframed Art

11. **On Sunday 3 June 2018** between **2pm and 4pm** Artists must deliver to the Art Show all submitted (and accepted) Framed and Unframed Art.
12. On **Monday 11 June 2018** between **5pm and 7pm** Artists must remove all Framed and Unframed Art that has not been sold or collected by purchasers.

13. It is the responsibility of Artists to ensure timely delivery and removal (and onward delivery to purchasers as necessary).
14. Purchasers of Art will be permitted to remove it from the Art Show on **Monday 11 June 2018** between **11am and 4pm (or in exceptional circumstances only, during the Show)**; Artists must not allow it to be removed before then except with the prior approval of The Ayot St Lawrence Festival.
15. The Ayot St Lawrence Festival may change the stated dates and times as it deems reasonably necessary at any time.

#### **All Art - General**

16. Each Artist warrants that all Art submitted by him/her is owned by him/her, is his/her sole work and does not breach the intellectual property rights of any other person.
17. The Ayot St Lawrence Festival has complete discretion over whether to permit Art that has been submitted by an Artist to be made available for display and sale at the Art Show. The Ayot St Lawrence Festival reserves the right to reject any Art for any reason (whether relating to space, especially in the case of large Framed Art, suitability, or any other reason) and/or to invite any Artist to submit additional and/or alternative Art. Submission of Art for display does not guarantee that it will be displayed. All Art permitted to be displayed at the Art Show must be for sale at the Art Show.
18. The Ayot St Lawrence Festival accepts no liability to Artists if the Art Show is cancelled for any reason.
19. All Art remains at the Artist's risk throughout the duration of the Art Show and at all other times. The Ayot St Lawrence Festival accepts no liability for loss or damage of Art, or any other property of the Artist or any other person, at any time.
20. During the Art Show, Artists undertake to act in the best interests of the Art Show and, in particular, not to encourage or facilitate the purchase of Art displayed at the Art Show from other locations, at other times or via other means.

#### **All Art – Entry Fees and Commission**

21. Each Artist shall pay an entry fee per item of Art displayed at the Art Show as follows:
  - a. **Smaller Framed Art (maximum width / height of 20 inches (51 cm)) - £4 per item;**
  - b. **Larger Framed Art (maximum width / height of 30 inches (76cm)) - £7 per item;**
  - c. **Unframed Art including Greeting Cards - £2 per item (or per batch of up to 20 cards);**
22. Entry fees are payable on submission of the Artist's entry form.
23. Entry fees are payable into the following account, **quoting the Artist's name (surname and initials):**

Account name: **The Ayot St Lawrence Festival**

Account number: **90130923**

Sort Code: **20-92-54**

24. The Ayot St Lawrence Festival is entitled to a commission of 25% of the sale on all sales made during the Art Show of Art displayed at the Art Show. Each Artist shall ensure that all such sales of that Artist's Art are processed by The Ayot St Lawrence Festival (as agent for the Artist) by The Ayot St Lawrence Festival's chosen means. The Ayot St Lawrence Festival may deduct its commission, any card handling fees and any other sums payable by the Artist to The Ayot St Lawrence Festival directly from the proceeds of sale and will account to the Artist for the balance of such proceeds. Such balance will normally be paid into the bank account details of which were given by the Artist on his/her entry form. The Artist shall be responsible for any and all VAT and other taxes or levies payable in connection with sales.

### General

25. Information relating to an Artist personally (including any sensitive personal data, as defined in the Data Protection Act 1998 – to be superseded by The General Data Protection Regulation (GDPR) new EU law to come into effect on 25 May 2018) - is referred to below as 'personal data'. The Ayot St Lawrence Festival will only process an Artist's personal data for legitimate purposes (including administrative, financial, legal, management and other purposes) and other purposes to which the Artist expressly agrees from time to time. Each Artist consents to The Ayot St Lawrence Festival processing his/her personal data on this basis, including but not limited to the transfer of such personal data to third parties if, in the view of The Ayot St Lawrence Festival, such transfer is required for the proper conduct of the The Ayot St Lawrence Festival's affairs. This clause applies to personal data transferred or otherwise processed in any form, whether within or outside the European Economic Area and even where the country or territory in question does not maintain adequate data protection standards. Please note that The Ayot St Lawrence Festival may retain personal data for a reasonable period of time for any of the purposes set out above.