

Terms and Conditions for Entry to the Great Sheffield Art Show

These Terms and Conditions apply to your submission to The Great Sheffield Art Show, the Submission form for the submission of artworks (“Work(s)”) to the Show by you through The Great Sheffield Art Show website (“the Website”) under the domain name greatsheffieldartshow.co.uk. The Terms also cover any sale of your Work(s) at the Show or arising from it.

The Show will take place in the Millennium Galleries Arundel Gate Sheffield S1 2PP and images of all Works will be displayed on the Website.

“You” shall mean the person submitting the Form and potentially selling the submitted Work(s), whether that is You as an artist or creator (“Artist”) or as a contributor (“Contributor”). “Your” shall be construed accordingly.

Please read these Terms carefully before completing the Form as they will form the contract between You and The Great Sheffield Art Show.

1. The Great Sheffield Art Show (GSAS)

The GSAS is a limited company registered in England and Wales with number 3055912, whose registered office is Enormous Art Ltd 95 Brookhouse Hill Sheffield S10 3TE. The GSAS VAT number is GB 772 2896 93

For information requests, please contact us at the above address for the attention of the GSAS Organisers

Telephone: +44(0)114 2309800

2. Submission Form

There are two types of Submission: submitting Work online and submitting Work at a Selection Day. You may submit up to 6 pieces of work.

You are responsible for ensuring the accuracy of Your form, GSAS will confirm receipt of your form by e-mail and such confirmation will be the GSAS's acceptance of the contract. You will not receive a refund if You later withdraw Your application. The Hanging Fee is non-refundable.

3. Contributor

3.1. A Form can be submitted by You only if You are the Artist or if You are expressly authorised as a gallery, agent or other representative to submit a Form and submit Work(s) on behalf of an Artist or are expressly authorised by the estate of a deceased Artist (“Contributor”).

3.2. If You are a Contributor for a Artist, You warrant and represent that You have the express authority of the Artist of the Work(s) to submit the Work(s) for the Exhibition in accordance with the Form process.

3.3. You agree to be bound by the Terms of this contract and assume the liabilities hereunder.

4. Payment

GSAS does not retain Your card details after processing Your payment.

5. Submitting Works

5.1. Your submission Form must be completed and submitted by You strictly in accordance with the Rules (“the Rules”). Failure to do this will mean that the Work(s) submitted under the Entry Form is inadmissible and will be withdrawn from the selection process for the Show.

5.2. You must ensure that submitted Work(s) conforms to all applicable health and safety standards and regulations. You agree to indemnify GSAS, its staff and visitors to the Show for any loss, damage, cost or expense which results or arises from a breach of such standards and regulations.

5.3. By submitting Your Work(s), You confirm that the Work(s) is in a condition to withstand normal rigours of handling and display at GSAS.

5.4. By submitting Your Work, You confirm that the Work is free and clear of any liens, claims, encumbrances or restrictions, that the use of the Work under the Terms will not infringe upon or violate the rights of any person or entity,

and that to the best of Your knowledge and belief the Work has not been exported from any country and shall not be imported into the United Kingdom in violation of any applicable laws or regulations.

5.5. If You do not own all of the rights, title and interest in and to the Work, You must expressly inform GSAS in writing of all relevant details concerning all other third parties' rights to the Work. You shall indemnify GSAS against all losses, liabilities, costs and expenses in respect of claims made by third parties alleging partial or total ownership of the Work or any rights in the Work, including intellectual property rights.

6. Withdrawal of Works

The GSAS reserves the right to deny admission or withdraw a Work(s) from the Show if for any reason the Work(s), or any circumstances surrounding the display of the Work(s), appears to the GSAS to expose it to potential or actual damage to its reputation, risk of legal proceedings or enforcement including, without limitation, the alleged breach of third party intellectual property rights.

7. Sale of Work(s) (applicable to all types of sales)

7.1. The sale of any Work(s) by the Artist or Contributor exhibited in the Show will be subject to the payment of 30% commission ("the Commission") (including VAT) from the Artist or Contributor to the GSAS of the VAT exclusive sales price of such Work(s).

7.2. The Commission will also be payable to the GSAS where the sale of any Work(s) takes place after the close of the Show, where that sale is made as a direct or indirect result of its display in the Exhibition. All substantive enquiries and negotiations between a potential purchaser ("the Purchaser") and You regarding the sale of any Work(s), along with any sale once concluded, shall immediately be notified to the GSAS.

7.3. Once Work(s) has been submitted the Artist agrees not to sell selected Work(s) prior to the show.

7.3.1. If sale occurs before the show the GSAS is entitled to 30% commission of the sale price.

7.4. Commission payments received by the GSAS will be used to support the exhibition.

8. Additional Terms for Distance Sales

8.1. Your Work(s) will be made available for purchase by means of distance selling (i.e. online or by telephone) in accordance with this Clause 8.

8.2. By permitting the GSAS to process the payment online or over the telephone as described above, You agree that the sale to the Purchaser will be made in compliance with the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 and any other applicable legislation ("the Regulations").

9. Collection at Selection Days

9.1. If Your Work(s) is not accepted for the Show at the Selection Day(s), You will be informed on the day and must remove your works on that day.

9.2. If any Work(s) has not been removed within three months of the final collection date, the Work(s) will be deemed to have been abandoned by You and the GSAS shall be entitled, without notifying You, to sell or otherwise dispose of such Work(s).

10. Close of the Exhibition for Exhibited Work(s)

10.1. If your Work(s) has been accepted for the Show, You will be informed when the Work(s) must be collected. You will use your submission form as your removal order. You are required to collect Your Work(s) during a specified period; detailed on the Form.

10.2. No Work(s) will be released by the GSAS without the presentation of a correctly completed Removal Order.

10.3. No Work(s) that has been accepted and displayed at the Show may be removed prior to the close of the Show.

10.4. Notwithstanding Clause 10.2, if any unsold Work(s) has not been removed within three months of the final collection date for exhibited Work(s), the Work(s) will be deemed to have been abandoned by You and the GSAS shall be entitled, without notifying You, to sell or otherwise dispose of such Work(s).

11. Online Access

While the GSAS endeavours to ensure that the Website is available 24 hours a day, the GSAS will not be liable if for any reason the Website is unavailable in part or whole at any time or for any period including, without limitation, during the last 24 hours before the submission deadline. Access to the Website may be suspended temporarily and without notice in the case of system failure, maintenance, repair or for reasons beyond the GSAS control.

12. Intellectual Property Rights

12.1. By submitting a Work(s) when You are the Artist of such Work(s), You confirm that You hold all intellectual property rights in the Work(s) and that You have obtained any third party consents required for the use of third party owned material contained in the Work(s).

12.2. By submitting a Work(s) when You are a Contributor, You confirm that either You or the Artist hold all intellectual property rights in the Work(s) and that the Artist or You have obtained any third party consents required for the use of third party owned material contained in the Work(s).

12.3. By submitting a Work(s) whether as the Artist of the Work(s) or as a Contributor, You consent to the GSAS and/or another third party permitted by the GSAS: (I) filming and making available the whole or any part of the Work(s), including but not limited to the right to include the Work(s) in any broadcast (and rebroadcast) by any broadcaster (including the BBC) and any licensees of any broadcaster; (II) filming, broadcasting and/or reproducing the whole or any part of the Work(s) for archival, educational, publicity and marketing (including without limitation on the Website, Exhibition posters, leaflets, private view cards and all forms of social media), press, signage, gallery guide and catalogue purposes and (III) reproducing images of the whole or any part of the Work(s) from the Website that has been submitted by You. The consent is irrevocable and given without payment of any fee or royalty and includes consent to make available the Work(s) in all media (including without limitation all forms of electronic and social media) for perpetuity and on a world-wide basis.

12.4. The GSAS will not be responsible if any images of the Work(s) taken by persons in the Main Galleries are exploited commercially, and in such circumstances it is up to the Artist and/or Contributor to defend their intellectual property rights in the Work(s).

13. Limitation of Liability

13.1. Except as provided in this Clause 13, the RA shall have no liability whatsoever for any loss, damage destruction, deterioration or wear, including damage to frames ("Damage"):

13.1.1. caused to a Work(s) submitted for or exhibited at the Exhibition; and/or

13.1.2. caused to a Work(s) that has not been submitted in accordance with the Rules.

13.2. The GSAS shall only be liable under these Terms for Damage to a Work(s) to the extent that such Damage arises as a direct result of the GSAS's negligence provided that at the time of collection of the Work(s) such Damage is notified to the GSAS in writing.

13.3. Subject to Clause 13.2, the entire liability of the GSAS arising out of or in connection with these Terms, whether in contract, tort (including negligence or breach of statutory duty) or otherwise, shall not exceed (I) the value of that Work(s) as stated in the Submission Form or (II) the value of the Work(s) in the opinion of the GSAS, less the amount representing the GSAS's commission.

14. Force Majeure

For the purposes of these Terms, a Force Majeure Event means an event beyond the reasonable control of the GSAS including but not limited to strikes, failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors. The GSAS shall not be liable to You under these Terms as a result of a Force Majeure Event.

15. Law and Jurisdiction

These Terms and the contract of which they form part shall be governed by and constructed in accordance with English law. Any disputes arising in relation to these Terms shall be subject to the exclusive jurisdiction of the courts of England and Wales.