

Terms and Conditions for Entry to the Letchworth Open Exhibition

These Terms and Conditions (“the Terms”) apply to your entry of one artwork (“the Work”) in the Broadway Gallery, a service of the Letchworth Garden City Heritage Foundation (“the Gallery”) for the Letchworth Open Exhibition (“the Exhibition”), and the facilitation of the sale of your Work(s) by the Letchworth Garden City Heritage Foundation during or after the Exhibition. The Exhibition will take place at the Broadway Gallery. “You” and “Your” refer to the person submitting the Work and potentially selling the submitted Work.

Please read these Terms carefully before completing Your entry form (“the Entry Form”) as, together with the Instructions for Entering Work to the Letchworth Open Exhibition (“the Instructions”), they will form the contract between You and the Gallery.

1. Broadway Gallery

1.1 The Broadway Gallery is a service of the Letchworth Garden City Heritage Foundation, a registered society under the Co-operative and Community Benefit Societies Act 2014, with charitable status, register number 28211R, whose registered office is One Garden City, Broadway, Letchworth, Hertfordshire, SG6 3BF. The Letchworth Garden City Heritage Foundation’s VAT number is 632673438.

2. Entry Form and Price

2.1 The price per entry is displayed on the Broadway Gallery’s website (“the Website”) and is inclusive of VAT. When you submit your Entry Form, you will pay your entry fee, unless you elect to exchange your fee for your time.

2.2 Your Entry Form must be completed and submitted in accordance with the Instructions above. Failure to do this may result in your work being withdrawn.

2.3 You will not receive a refund if your work is withdrawn. The entry fee is non-refundable.

3. Who May Enter Work into the Letchworth Open Exhibition?

You may submit Work to the Exhibition if:

3.1 You are the Artist or creator of the Work, or You are expressly authorised as a gallery, agent, or other representative to submit the Work on behalf of the Artist. If you are so authorised, You agree to be bound by these Terms and assume the liabilities set out in these Terms.

4. Submission of Work

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

4.2 By submitting Your Work, You confirm that each Work is in a condition to withstand the normal rigours of handling and display at the Gallery.

5. Refusal of or Withdrawal of Work by the Gallery

5.1 The Gallery reserves the right to deny admission or withdraw a Work from the Exhibition if, for any reason, the Work, or any circumstances surrounding the display of the Work, appear to the Gallery 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.

6. Sale of Work and the Gallery’s Commission

6.1 The Gallery will charge a **30% commission** on the net price (excluding VAT) or a flat rate of **£21**, whichever is greater, on the sale of your artwork.

6.2 The Gallery manages the entire sales process and will collect full payment from the buyer. If your artwork sells, you will be notified by the following Tuesday. Due to GDPR regulations, the Gallery cannot share the buyer's personal details with you. However, buyers have the option to grant the Gallery permission to share this information with you.

6.3 The Gallery will handle all arrangements with the buyer to collect their purchase.

6.4 As a VAT-registered business, the Gallery will charge **20% VAT** on the full price, in line with UK VAT law, which requires VAT to be applied to the total sale price, not just the Gallery's commission.

6.5 **Payments:** Artists will be contacted within two weeks of the exhibition closing with instructions on how to invoice the Gallery. Payments will be made within 30 days of receipt of the invoice.

7. Collection of Works

7.1 No Work that has been displayed at the Exhibition may be removed prior to the close of the exhibition.

7.2 You will be informed of the specific period in which your work must be collected, before the close of the exhibition. The dates can also be found in the Exhibition Schedule. The Broadway Gallery may, at its discretion, issue an update on the removal date due to an extension of the exhibition or unforeseen circumstances.

7.3 For any Artwork that has not been collected on the date specified in the key dates (including any adjustment made by the Broadway Gallery), the Gallery will charge a fee of **£15.00 per week** or per part week. The charge shall be payable by the person collecting the artwork.

8. Installation and Deinstallation

8.1 The Work will be installed by the Gallery and artworks cannot be moved or removed until the final date of the exhibition.

8.2 The Gallery will ensure all necessary steps are taken to protect the exhibition against the risk of accidental or wilful damage or loss due to extremes of temperature, humidity, or lighting, or due to theft, fire, vandalism. The Gallery will not permit any act that would vitiate the insurance of the Exhibition. Any loss or damage occurring while the exhibition is in the Gallery's custody must be reported immediately by telephone to the artist. Wilful damage and thefts must be reported to the police immediately.

8.3 Environmental controls and security arrangements will include:

- 2D Artworks must be mirror-plated to the display surfaces.
- The exhibition must be under regular supervision throughout any period during which the exhibition or venue is open.
- The venue will be securely locked and alarmed at night.
- CCTV is present throughout the venue and exhibition space.

8.4 The Gallery or its appointed agents have sole responsibility for deinstalling the exhibition and returning the exhibition space to its original condition.

9. Loss, Damage, and Insurance

9.1 The Gallery agrees to immediately notify the Artist of any deterioration or damage to the Work and will not effect any repairs without the Artist's permission.

9.2 In the case of any damage to the Work, which is agreed by both parties to be repairable, the Gallery will meet the reasonable costs of repair but in any event, not more than the agreed value minus VAT and Commission. If the parties cannot agree on whether repairs can be effected, the matter shall be determined by an independent expert to be agreed by the parties. Unless this is contrary to the terms of the Gallery's insurance policy, if the Work is damaged (including damaged beyond repair) and compensation is paid to the Artist, the Artist shall retain the ownership of the Work in its damaged state.

9.3 The Gallery assumes responsibility for damage to, or loss or destruction of, the Work from the time it is delivered to the Gallery to the time it is collected. If, in the above period, the Work is lost, stolen, irreparably damaged, or destroyed, the Gallery will pay the Artist the agreed value minus VAT and Commission. The Gallery will maintain adequate insurance for a sum no less than the said insurance value. In any case where the Artist is notified and agrees that the Gallery does not, as a matter of policy, insure, the Gallery agrees to indemnify the Artist against loss, theft, damage, or destruction accordingly.

9.4 The Gallery agrees, as a minimum, to check and record and damage to the Work on receipt of the work.

10. Copyright and Reproduction Rights

10.1 The Artist retains copyright in the Work (if the Artist is the copyright owner) and all reproduction rights save for the following limited rights granted to the Gallery:

- Reproduction in the Exhibition catalogue (if applicable).
- Reproduction for use in publicity material for the exhibition.
- Reproduction to accompany a critical review of the Exhibition.
- Reproduction to be included in an archive providing a record of the exhibition history of the Gallery, consisting of a non-lending and non-income-generating reference and research resource.

10.2 The Artist grants the Venue the right to reproduce Work for publicity or promotional purposes. Any other reproduction will require the Artist's prior agreement in writing.

11. Moral Rights

11.1 **Right of Paternity:** The Artist hereby asserts his/her right to be identified as the creator of the Work whenever the Work is exhibited in public. Unless the Artist is identified on the Work or on the frame or mount, the Gallery agrees to bring this assertion to the notice of any buyer.

12. Ownership of the Work

12.1 The Artist confirms that they are the owner of the Work, or if not the owner, has permission from the owner

13. Governing Law

13.1 This Agreement is governed by the laws of the United Kingdom. The parties submit to the non-exclusive jurisdiction of the courts of the United Kingdom.

14. Force Majeure

14.1 Neither the Gallery nor the Artist will be liable for any delay or failure to perform its obligations under this Agreement if the delay or failure results directly from events or circumstances outside its reasonable control.

15. Changing the Agreement

15.1 Any amendment to this Agreement must be in writing and signed by both parties.

16. Non-Waiver

16.1 If either party fails for any reason to insist on strict performance by the other party of their obligations as set out in this Agreement, this will not prevent the first party from insisting on strict performance of the same or any other obligation in the future.

17. Termination

17.1 The Artist may remove the Work from the Exhibition and/or terminate this Agreement by giving written notice to the Gallery if the Gallery becomes insolvent or goes into liquidation, or if the Gallery is in breach of any provision of this Agreement and has failed to rectify the breach following receipt of a previous notice from the Artist bringing the breach to the Gallery's attention.

17.2 The Gallery may withdraw or refuse to exhibit any Work if, after taking proper advice, it considers the Work contravenes any law, statute, statutory regulation, or bye-law. The reason for such withdrawal or refusal will be put in writing and shall not affect any Exhibition fee due to the Artist.

17.3 In addition, the Gallery may terminate this Agreement if the Artist is in default or breach of any term or provision of this Agreement and has failed to rectify the breach following receipt of a previous notice from the Gallery bringing the breach to the Artist's attention.