

## Terms and Conditions of Entry and Sale.

These terms and conditions (the “Terms”) apply to Your submission of a painting or a sculpture (the “Work”) in the Town House Open Exhibition (the “Exhibition”) and the sale of a Work accepted by Town House for entry into the Exhibition, either during or after the Exhibition.

The Exhibition will take place at Town House, 5 Fournier Street, Spitalfields E1 6QE.

“You” and “Your” shall refer to the person submitting the Work. Please read the Terms carefully as they will form the contract between You and Town House.

- 1.1 To enter the Exhibition, You must complete and submit an Entry Form, which You will find on the Town House website (the “Website”). Only one Entry Form may be submitted by You for the Exhibition.
  - 1.2 Your Entry Form is non-transferable so that only You will be able to use it.
  - 1.3 Your Entry Form must be completed and submitted by You strictly in accordance with The Entry Instructions (the “Instructions”) set out below. If You fail to do this, the Work submitted under Your Entry Form will be inadmissible and withdrawn from the selection process for the Exhibition.
2. You may only submit a Work if You are the Artist or creator of the Work and are resident in the United Kingdom.
- 3.1 You must ensure that Your submitted Work conforms to all applicable health and safety standards.
  - 3.2 By submitting Your Work, You confirm that the Work is in a condition to withstand normal rigours of handling and display at Town House.
  - 3.3 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 these Terms will not infringe or violate any person’s rights, and You own all of the rights, title and interest in and to the Work.
- 4.1 Town House may accept or decline any Work submitted for the Exhibition entirely at its own discretion. Town House’s decision is final.
  - 4.2 Town House reserves the right to deny admission or withdraw a Work from the Exhibition if the Work or any circumstances relating to its display appears to Town House 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.
- 5.1 The sale of any Work exhibited in the Exhibition by You will be subject to a payment of 20% commission (the “Commission”) (plus applicable VAT on the Commission) to Town House. The Commission will be charged on the VAT exclusive sales price of such Work. The Commission (plus applicable VAT) will also be payable to Town House where the sale is made as a direct or indirect result of its display at the Exhibition. All substantive enquiries and negotiations between a potential purchaser and You regarding the sale of

any Work, along with any sale once concluded, shall be immediately notified to Town House.

- 5.2 The Commission (plus applicable VAT) will be deducted by Town House from the purchase price paid by the purchaser of a Work (the "Purchaser"), at the time the Purchaser agrees to buy the Work.
- 5.4 For the purposes of any sale of Your Work, Town House is authorised to negotiate and conclude the sale of Your Work on Your behalf at a price which is upto 10% less than the price which You have specified in Your Entry Form (or which is otherwise agreed with Town House).
- 5.5 Town House will pay to You the amount received from the Purchaser of Your Work (less the Commission and applicable VAT) within 7 working days of the later of the monies being received into the Town House bank account and Your supplying the details of Your bank account for the purposes of receiving payment.
- 5.6 Town House will supply You with the Purchaser's details (including personal data) so you can, and You will be required to, supply an invoice for the full sale price to the Purchaser, which will be a VAT invoice if You are registered for VAT. You agree by submitting Your Entry Form that you will comply with all relevant data protection regulations in respect of such data and you will obtain the consent of the Purchaser before sending marketing or other material to, or otherwise contacting, the Purchaser in the future.

6.1 If Your Work is not accepted for the Exhibition or is not sold before the close of the Exhibition, You must either collect Your Work in person or arrange for it to be collected. Town House will inform you by email when Your Work must be collected. You will be given a removal notice (the "Removal Notice") in respect of Your Work. The Removal Notice must be presented at the time Your Work is collected; Your Work will not be released unless the Removal Notice, signed by You, is presented at the time of collection. The final collection date for a Work not accepted for the Exhibition will be 15<sup>th</sup> June, 2020 and for unsold Works will be 18<sup>th</sup> September, 2020. If a Work has not been collected by the relevant final collection date, Town House will charge a fee of £15 per week until the Work is collected. The cumulative fee will be payable by the person presenting the Removal Notice.

6.2 Notwithstanding Term 6.1, if a Work has not been collected within three months of the applicable final collection date, You will be treated as having abandoned the Work and Town House will be entitled, without giving you notice, to sell or otherwise dispose of the Work. The proceeds of the sale will be used to settle outstanding charges under Term 6.1; any surplus will be donated to a charity selected by Town House.

7. Town House will not be liable if for any reason the Website is unavailable in part or in whole at any time or for any period. Access to the Website may be suspended temporarily and without notice if there is system failure, maintenance, repair or for reasons beyond Town House's control.

8.1 By submitting a Work, You confirm that You hold all intellectual property rights in, and the right to use all materials in, the Work.

8.2 By submitting a Work, You irrevocably consent to Town House and any other person permitted by Town House:

8.2.1 taking an image of, filming or making available the whole or any part of the Work,

- including without limitation, making available in all media and the right to include the Work in any broadcast or rebroadcast by any broadcaster or its licensees;
- 8.2.2 filming, broadcasting and reproducing the whole or any part of the Work for archival, educational, publicity and marketing (including without limitation on the Website, leaflets, flyers, and on social media), press, signage and catalogue purposes; and
- 8.2.3 reproducing the whole or any part of the image which you supply to Town House for the purposes specified above.
- 8.3 By submitting a Work, You agree that members of the public will be permitted to photograph the Work (alone or with other works) for personal and non-commercial use during the Exhibition. Town House will put up a notice stating that photography is allowed on this basis. Town House will not be responsible if any such images of the Work are used commercially in violation of the permission given or for defending Your intellectual property rights.

9.1 Except as provided in this Term 9, Town House shall have no liability to You whatsoever for any loss of business or profits, loss or damage to reputation, or for any indirect or consequential loss or damage of whatever nature, howsoever caused, whether occurring in contract, tort (including negligence) or otherwise arising out of or in connection with the Exhibition.

9.2 Town House will take appropriate steps to guard against damage to Your Work. However, Town House will only be liable for damage to a Work to the extent that such damage arises whilst the Work is in the care, custody and control of Town House and is due to Town House's negligence. If you think there is damage You must notify Town House when You collect the Work, otherwise Town House will not be liable for any such damage.

9.3 In particular, Town House shall not be liable for any deterioration or wear and tear to the Work or any loss or damage due to ordinary course of handling or the way the Work is made or assembled.

9.4 The entire liability of Town House arising out of or in connection with the Exhibition, whether in contract, tort (including negligence or breach of statutory duty) or otherwise shall not exceed the lower of the value of the Work as stated in the Entry Form and the value of the Work determined in accordance with the valuation process set out in Term 9.5 (in either case, if the Work is for sale, less the amount representing Town House's Commission).

9.5 If Town House disputes the value of the Work or the amount of damage to it, the dispute shall be referred, independently of any issue as to liability, to an expert independent valuer, acting as an expert and not an arbitrator, selected by Town House. The valuer's decision shall be final and shall be conclusive evidence of the value of the Work or the amount of damage to the Work. The valuer's costs will be shared equally by Town House and You. You shall not be entitled to begin or maintain any action in respect of any damage until the valuer has given his decision in accordance with this sub-Term as to the value of the damage and such action shall then be only for the amount determined by the valuer, again subject to Town House's maximum liability described above.

9.6 Nothing in these Terms shall limit or exclude either party's liability to the other for death or personal injury caused by its negligence or fraud (including fraudulent misrepresentation).

10. No third party shall have any rights under or in relation to the Terms.

11. In these Terms, a Force Majeure Event means an event beyond the reasonable control of Town House including but not limited to strikes, failure of a utility service or transport network, act of God, terrorism, 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. Town House shall not be liable to You under these Terms as a result of a Force Majeure Event.
12. If a court or any other competent authority finds that any provision of the Terms (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed deleted, and the validity and enforceability of the other Terms shall not be affected.
13. These Terms contain the whole agreement between the parties relating to the subject matter of this agreement at the date hereof to the exclusion of any term implied by law that can be excluded by contract. Each of the parties agrees that it has not entered into these Terms in reliance on any representation, warranty, undertaking or other statement, express or implied, orally or in writing, given or made by or on behalf of the other party except in so far as contained in these Terms. This Term shall not apply to any representation, warranty, undertaking or statement made fraudulently or which was induced by fraud.
14. These Terms and the contract of which they form part shall be governed by and construed in accordance with English law and any dispute arising in relation thereto shall be subject to the exclusive jurisdiction of the courts of England and Wales.

#### The Entry Instructions

- A. To enter the Exhibition, You must complete the Entry Form, which You will find on the Website and submit your Work online using digital photographs for the first round of the selection process.
- B. The deadline for registration and digital submission is 23:59 (GMT) on 5<sup>th</sup> April, 2020. Entries cannot be submitted after this deadline.
- C. A shortlist of entries will be compiled to be delivered to Town House for the final round of selection. Shortlisted Works from the first round of selection will be announced on or before 2<sup>nd</sup> May, 2020.
- D. The final list of exhibitors will be announced on 2<sup>nd</sup> June, 2020.
- E. A Work should only be delivered to Town House if it has been shortlisted and after you have received instruction to do so from Town House. Notification will be sent by email to You specifying the time for delivery of the Work. Works cannot be delivered outside the specified times and will not be accepted if so delivered.
- F. The specifications for a Work are set out in the Entry Form. A Work that does not comply with these specifications will not be admissible and will not be accepted.
- G. Transportation will not be arranged by Town House and expenses associated with transportation (including postage and packing) will not be borne by Town House.

- H. You will be required to state the price You wish to charge on Your Entry Form. This price cannot be changed, except by agreement with Town House.
- I. If Your Work is shortlisted and delivered to Town House for the final round of selection but is not selected for the Exhibition, You will be notified by email and You must collect Your Work within 10 days of such notification.
- J. If Your Work is selected for the Exhibition but remains unsold at the end of the Exhibition, You will be notified by email and You must collect Your Work within 10 days of such notification.