

These **Terms & Conditions** apply to all FBA exhibitions at Mall Galleries.

Federation of British Artists Limited
Mall Galleries
17 Carlton House Terrace
London SW1Y 5BD
Telephone 020 7930 6844

TERMS AND CONDITIONS

ENTERING THIS ART PRIZE IS TO BE TAKEN AS THE UNRESERVED AGREEMENT OF THE ENTIRE CONTENTS OF THESE TERMS AND CONDITIONS AND THOSE ON THE ENTRY FORM BY THE SIGNATORY.

1. DEFINITIONS

1.1 "Exhibition Administrators" means the FBA or (if the context so requires) the constituent organisation managing a particular exhibition.

1.2 "FBA" means the Federation of British Artists Ltd.

1.3 "FBA Website" means the website located at www.mallgalleries.org.uk

1.4 "Works" means all artistic works, and other related works, created and developed by non-member artists.

2. GENERAL CONDITIONS

2.1 These conditions apply to the submission and exhibition of Works managed by the Exhibition Administrators, including FBA exhibitions at the Mall Galleries.

2.2 Further specific regulations and fees for each exhibition are specified on the FBA Website.

3. SIZE

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

4. PRESENTATION

4.1 All Works must be exhibition-ready as if they were to be exhibited and ready for sale. All work needs to be delivered or shipped to the buyer as advertised.

5. SHIPPING OF WORKS

5.1 Artists will be responsible for the delivery of work to the buyer, including the cost of shipping. All work should be labelled and attached to the works.

5.2. Work should be despatched within 14 days of confirmation of the sale

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 non-refundable submission fee for all exhibitions unless stated to the contrary. Artists aged 35 or under at the time of the submission of their Works to the Federation of British Artists are entitled to a reduced fee.

7. COMMISSION

7.1 Unless otherwise advised, the FBA will charge a commission on the total price paid for:

7.1.1 Works;

7.1.2 commissioned Works; and

7.1.3 any copyright in and to such Works sold or licensed; before, during, or as a result of an exhibition managed by the Exhibition Administrators.

7.2 Once work has been submitted to the FBA, any sale affected by the Exhibition Administrators before or during the course of the exhibition shall take precedence and supersede one made privately. Any private sale will incur the normal commission.

7.3 The price of Works stated must include the commission of **35%** plus VAT. With the exception of works for which foundry fees are applicable, in which cases foundry costs will be deducted before commission is calculated. 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.

7.4 The price for the Works provided is the 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.

8. INTELLECTUAL PROPERTY RIGHTS

8.1 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.

8.2 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.

9. LIABILITY

9.1 Should the work need to pass through the Federation of British Artist's offices, the Exhibition Administrators and/or their agents undertake no responsibility whatsoever for any loss of, or any damage to, Works entrusted to them, whether arising from fire, default, error, neglect or theft by carriers, 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 GALLERIES ARE USED FOR VARIOUS PURPOSES AND YOU ARE ADVISED TO INSURE YOUR WORKS AGAINST ALL RISKS.

9.2 The Exhibition Administrators shall not be bound by the price stated on the submission form and in the event of any dispute arising as to the amount of any such loss or damage, whether or not liability is disputed, the dispute shall be referred for arbitration, independently of any issue as to liability, to an independent expert valuer to be chosen by agreement between the parties, provided always that the arbitrator's award shall not exceed the Exhibition Administrators' maximum liability in accordance with sub-paragraph 9.2 hereof. The arbitrator's award shall be final and shall be conclusive evidence of the amount of the loss. The artist shall not be entitled to begin or maintain any action at law in respect of their loss until the arbitrator shall have made a determination in accordance with the terms of this sub-paragraph and then only for the amount so awarded.

10. PERSONAL DATA

10.1 The Exhibition Administrators will hold the personal data supplied by the artist on the Mall Galleries submission form, in accordance with the General Data Protection Regulation (GDPR). It will only be used for administering exhibitions, commissions and prizes and will not be transferred to a third party without the consent of the artist, subject to clause 12.2 below.

10.2 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.

11. DISQUALIFICATION

11.1 The FBA 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 FBA.