

# Letchworth Open Submission Guidelines

## Instructions for Entering the Letchworth Open Exhibition

Please read these instructions carefully before submitting your work, as they will form a contract between you and the Broadway Gallery.

### Entry Process

1. Complete the Entry Form and submit your work online using digital photographs.
2. Submit details and digital photographs of your work online by the deadline in the exhibition schedule. Late entries will not be accepted.
3. Ensure all information is correctly formatted and images are of suitable quality. We recommend cropping photographs of 2D artworks to show only the artwork. 3D works should be photographed against a clean background. Submit thumbnails, film stills, or title cards for video or audio works.
4. There is no selection criteria; one work per artist will be exhibited.
5. Contact the Broadway Gallery for entry forms in different formats.

### Delivery of Works

1. Deliver works to the Broadway Gallery during the specified delivery window. If you can't deliver in person, arrange for someone else to do so.
2. Works delivered outside the specified times will not be accepted.

3. Postal entries will not be accepted.
4. Unpack all works upon arrival. The Gallery cannot store packing materials.
5. Artists are responsible for transportation and associated costs.
6. 3D works will be displayed on the Gallery's plinths. If special display requirements are needed, contact the Gallery at submission time.

### **Framing and Glazing**

1. Framing 2D works is strongly recommended. Unframed works will be displayed at your own risk.
2. Frames must not have hanging fixtures; the Gallery will attach mirror plates.

### **Inadmissible Work**

1. The following works are inadmissible:
  - a. 2D works over 85 x 85 cm
  - b. 3D works with bases over 50 x 50 cm, height over 180 cm, or weight over 35 kg
  - c. Multipart works (diptychs, triptychs, installations)
  - d. Printed reproductions of original artworks
  - e. Works containing harmful substances, bodily fluids, or in unsafe conditions
  - f. Offensive works or those reinforcing negative stereotypes

### **Pricing of Work and Sales Process**

1. The Gallery cannot advise on pricing your artwork.

2. The Gallery charges a 30% commission or a flat rate of £21, whichever is greater, plus VAT on the sales commission.
3. For printed editions, specify the number of unframed editions for sale. Include UK postage and packaging costs in the final sale price.
4. Commission payments support the Broadway Gallery's exhibition, events and cultural learning programs.
5. The Gallery will take the commission as a deposit from the purchaser.
6. The Gallery will introduce the purchaser to you but does not have authority to negotiate or conclude the sale of your work
7. Upon receiving the deposit, you should invoice the purchaser. If for any reason you do not accept the offer, please notify the Broadway Gallery immediately and the deposit will be refunded to the purchaser.
8. You are responsible for fulfilling orders and communicating with purchasers. . If you fail to do so and the Broadway Gallery is required to deal with the purchaser directly you will be liable for any additional costs it may incur.
9. If a sale isn't concluded, you cannot claim the deposit.
10. Disputes with purchasers must be resolved directly.
11. The Gallery will provide the purchaser's contact information. You must comply with data protection laws. Obtain consent before sending marketing materials.

### **Deposits and Delivery of Works to Purchasers**

1. Deposits are taken in person, by phone, or through a web shop.
2. Unframed printed editions should be available promptly once the sale is concluded.

3. Inform purchasers when they can collect exhibited works after the exhibition closes, outlined in the Key Dates.

### **Exhibitors and Preview**

1. Exhibitors will be invited to the preview on the date outlined in the Key Dates.
2. A paid bar will be available at the preview. Exhibiting artists receive a complimentary drink token.

### **Collection of Exhibited Works**

1. Collect works during the period specified in the Key Dates. Refer to the Terms and Conditions for late collection details.

## Terms and Conditions

### 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**") Letchworth Open Exhibition ("**the Exhibition**") and the facilitation of the sale of your Work(s) by the Letchworth Garden City Heritage Foundation either during or after the Exhibition.

The Exhibition will take place at the Broadway Gallery. "**You**" and "**Your**" shall 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 sale of any Work exhibited in the Exhibition by You will be subject to a payment of 30% commission, or a flat rate of £21.00, whichever is the greater ("**the Commission**") (plus any applicable VAT) to the Gallery. The Commission will be charged on the VAT exclusive sales price of such Work.

**6.3** Commission payments received by the Gallery will be used to support the Broadway Gallery's programme and educational activities. The Commission will be taken by the Gallery in the form of a deposit ("**the Deposit**") equal to the Commission (inclusive of any VAT) from the Purchaser at the time the Purchaser offers to buy the Work. For the purposes of any sale of Your Work, the Gallery's role is strictly limited to introducing the Purchaser to You. The Gallery does not have any authority to negotiate or conclude the sale of Your Work.

**6.5** When a Purchaser pays their Deposit to the Gallery, this Deposit constitutes an offer by the Purchaser, to you, to purchase the Work in

question. If for any reason you do not complete the sale, please notify the Gallery immediately.

**6.6** If the sale is not concluded for any reason as a result of a default under the contract between You and the Purchaser, You shall have no claim to the Deposit. The Gallery reserves the right to retain the Deposit as its Commission.

**6.7** Any disputes relating to a sale of Your Work shall be resolved directly between You and the respective Purchaser without the Gallery's involvement.

**6.8** The Gallery will provide the Purchaser's details to You for the purposes of completing and fulfilling the purchase ("**Purpose**"). This will include the following personal data ("**Personal Data**") belonging to the Purchaser: name; telephone number; email address; postal address.

## **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, as a result 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 £10.00 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 jointly by the Gallery.

**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 which 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 artists. 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 exhibitions space

**8.6** 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 insurance value. 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.

**9.2** 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 insurance value as specified in Loan Agreement. 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.

**9.3** The Gallery agrees, as a minimum, to check and record the condition of 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 critical review of the
- Exhibition reproduction to be included in an archive providing a record of the exhibition history of the Gallery, and consisting of a non-lending and non-income generating reference and research resource. The Gallery will credit all photographs published with the Artist's name, the title of the Work and the name of the photographer. If the Artist is not the owner of the copyright in respect of any Works, the Artist undertakes to obtain all necessary permissions.
- 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 s/he is the owner of the Work, or if not the owner, has permission from the owner to lend the Work to the Gallery for the purpose of the Exhibition and on the terms set out in the Agreement.

## **13 Governing law**

**13.1** This Agreement is governed by: United Kingdom. The parties submit to the non-exclusive jurisdiction of the Courts of the above country.

## **14 Force majeure**

**14.1** Neither the Gallery nor the Artist will be liable for any delay or failure to perform its obligations under the 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**

If either party fails for any reason to insist on strict performance by the other party of his/her obligations as set out in the 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**

The Artist may remove the Work from the Exhibition and/or terminate the 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.

The Gallery may withdraw or refuse to exhibit any Work if, after taking proper advice, it considers the Work contravenes any law, statute or 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. 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.

## Key Dates

- **Submission opens:** Wednesday, 12 June 2024
- **Submission deadline:** Monday, 12 August 2024
- **Delivery of work:**
  - Wednesday, 14 August 2024 - Saturday, 17 August 2024
  - Wednesday, 21 August 2024 - Saturday, 24 August 2024
  - 10 am – 5 pm
- **Exhibition opening:** Saturday, 14 September, 2 pm – 8 pm
- **Exhibition dates:** 18 September – 9 November
- **Bursary & Prize announcements:** Saturday, 26 October, 4 pm
- **Collection of work:** Wednesday, 13 November – Saturday, 16 November,  
10 am – 5 pm
- **Collection of sold artwork:** Wednesday 20 November – Saturday 30  
November, 10 am – 5 pm