

TCH Open Exhibition 2022

The Customs House, Mill Dam, South Shields NE33 1ES

Exhibition open to the public 25 November 2022 – 13 January 2023

Terms of submission

Should you need any further access support in order to complete this form please email Rory Williams (Digital and Visual Artist) at rory.williams@customshouse.co.uk.

The Terms of submission (**the Terms**) apply to your entry of one or more artworks (**the Work(s)**) into the TCH22 Open Exhibition 2022 (**the Exhibition**), conceived and developed by The Customs House (**the Organiser**) to take place at the gallery within The Customs House (**the Venue**).

The Artist shall refer to the person submitting the Work(s) and the potential vendor of the submitted Work(s). Please read these Terms carefully before completing the attached Acceptance Agreement as they will form the basis of the agreement between the Artist and The Customs House

Submission of work is restricted to those over the age of 18.

The Organiser may accept or decline any Work(s) submitted for the Exhibition entirely at its own discretion. The Organiser's decision is final.

The Customs House, Mill Dam, South Shields NE33 1ES | Registered Charity No: 1032846

The Customs House is a not-for-profit charitable trust. All profits go back into supporting our community and education projects, nurturing new creative talent and maintaining our Grade II listed building.

1 Ownership and Submission of Work

1.1 The Artist agrees to submit work as per the Submission Guidelines (5)

1.2 The Artist must ensure that each submission conforms to reasonable health and safety standards for presentation within a public building – the Venue.

1.3 The Artist confirms that the Work(s) is in a condition to withstand normal rigours of handling and display at the Venue. The Organiser cannot take responsibility for damages arising from inherent vice or unsound construction.

1.4 The Artist confirms that the Work(s) is free and clear of any claims or restrictions to the best of the Artist's knowledge.

1.5 The Artist will inform the Organiser regarding any details concerning third parties' rights to the Work(s). The Organiser cannot take responsibility for losses, liabilities, costs and expenses in the event of claims made by third parties alleging partial or total ownership of the Work(s) or any further rights to the Work(s), including intellectual property rights.

1.6 The Artist retains sole ownership of the Work(s) during the Exhibition. In the event of a change in ownership during the course of the Exhibition, the Artist will inform the Organiser. The Organiser can only release the Work(s) to the Artist following the exhibition.

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2 Sale of Work(s)

2.1 The Work(s) are expected to be available for sale to visitors during the period of the exhibition.

2.2 Artist must indicate the minimum reserve price they wish to sell the Work(s) on the Acceptance Agreement (See appendix A). The indicated price of each individual Work should include a 20% commission which is payable to the Organiser if the Work is sold.

2.3 The Organiser will make available the given sale price of the Work(s) to members of the public in the exhibition space.

2.4 If any submitted Work(s) is/are successfully sold, the Organiser will communicate with the buyer and collect the relevant payment on the Artist's behalf. The proceeds will be paid to the Artist by the Organiser by 31st January 2023. The Organiser will take a 20% commission on all sales. Payment to the Artist will be made to the bank account indicated by the Artist in Appendix A.

2.5 If the Work(s) is/are sold during the exhibition period, the Work(s) will remain on display until the end of the exhibition period.

2.6 If the Work(s) is/are sold during the exhibition period, the Organiser will inform the Artist following the confirmation of the transaction.

2.7 All unsold Work(s) will only be released to the Artist following the exhibition.

3 Communications & Digital Engagement

3.1 The Artist agrees to the production of written copy in relation to the Exhibition by the Organiser. This will be based on the information you submitted. The final sign-off for all texts remains with the Deputy Director.

3.2 The Organiser will commission and pay for a full set of installation shots. The Artist agrees to grant the Organiser a limited licence to use their intellectual property in connection with the Project Organiser's website www.customshouse.co.uk and other platforms where archival content is made available, including for any publicity and marketing of the Project, either now or in the future. This arrangement can be terminated by the Artist or Organiser in writing, with 30 days' notice.

3.3 The Organiser will produce and prepare written copy and interpretative materials on and about the exhibition in consultation with the Digital and Visual Artist. The final sign-off for all gallery texts remains with the Deputy Director.

3.4 The Organiser will produce appropriate promotional materials to publicise the exhibition within its standard brand and advertising design guidelines, which can use overlaid graphical elements on cleared images as supplied by the Artist. The Organiser will consult on usage of key images but reserves the right to sign off and use advertising fit for purpose on various marketing and communications channels including, but not exclusively, printed media adverts, social media, digital advertising, email advertising.

3.5 the Organiser initiates digital documentation of the gallery and exhibition as a means to provide access to and engagement with the Organiser's Programme. The Organiser encourages the Artist's consent to partake in this ongoing digital capture to the exhibition for the purposes of making it accessible.

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4 Entire Agreement

4.1 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 terms implied by law which may 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, expressed 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 clause shall not apply to any representation, warranty, undertaking or statement made fraudulently or which was induced by fraud.

4.2 For the purposes of these Terms, a Force Majeure Event means an event beyond the reasonable control of the Organiser 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. the Organiser shall not be liable to the Artist under these Terms as a result of a Force Majeure Event.

5 Submission Guidelines

5.1 Work Specification

5.1.1 No work containing noxious or toxic substances, or with flammability below 50°C, containing human or animal tissue, or incorporating dangerous electrical appliances can be submitted.

5.1.2 All flat work submitted should be framed wherever possible. In the event that you choose to submit an unframed work, it will be strictly at your own risk. Methods of wall application (pins, adhesive) are likely to result in damage to the surface of the work. Submission without a frame presumes your implied consent to such.

5.1.3 In the case of flat work, the Organiser may need to affix attachments to the frame should your work be chosen for the Exhibition. Existing attachments may be removed if required. For sculpture, it may be necessary to affix with wax for reasons of health and safety.

5.1.4 Works that comprise more than one part must be clearly identified as one work.

5.1.5 All works need to be adequately packed for transport. the Organiser can accept no liability for works damaged in transit.

5.1.6 If there are specific instructions for the installation of the Work(s) these should be included with the packed works, or emailed to roly.williams@customshouse.co.uk, and the email fully titled with the name of the Artist and Work(s)

5.2 Delivery of confirmed works

5.2.1 Transportation **cannot** be organised by the Organiser. The Artist is responsible for all transportation of their work and the costs involved.

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5.2.2 Works should be delivered to The Customs House at a specified time between 13th & 19th November 2022 between 10:00 am and 17:00 pm. Any work not delivered by 17:00 pm on 19th November will not be included in the Exhibition.

5.2.4 The artist will need to reserve a timed slot to deliver their work. To book a time slot for delivery of your work, please contact Rory Williams at rory.williams@customshouse.co.uk.

5.3 Collection of Work

5.3.1 Work(s) that has been accepted and displayed at the Exhibition may not be removed prior to the close of the Exhibition.

5.3.2 Before the close of the Exhibition, the Artist will be informed of the specified period in which Work(s) must be collected.

5.3.3 You will receive a separate collection notice for each exhibited Work(s) when you deliver your work at the Organiser. The collection notice also acts of receipt of delivery. Please bring the collection notice with you when you arrive at your designated collection time.

5.3.4 If any Work has not been removed on the date and time arranged with The Artist, the Organiser has the right to charge a fee of £10 per week for storage.

5.3.5 No Work(s) will be released by the Organiser without the presentation of a correctly completed collection notice.

5.3.6 If any Work(s) has not been removed within two months of the final collection date for exhibited works, the Work(s) will be deemed to have been abandoned by the Artist and the Organiser shall be entitled to dispose of such Work(s)

Please see the following for the Acceptance Agreement to complete and return.

Thank you for taking the time to read this document, we're delighted to have your work included in this exhibition.

Appendix A: Acceptance Agreement

| Personal and Contact Information | |
|---|--|
| Title: | |
| First Name: | |
| Surname: | |
| Name as to appear in the exhibition if differs from above: | |
| Preferred pronouns: | |
| Postal Address: | |

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| | | |
|---|---|-------------------------------|
| Email: | | |
| Telephone: | | |
| Social media handle(s)/Website: (if applicable) | Would you like these to be included in the label of your work?: (Yes/No) | |
| Artwork Details (Please continue on an additional page if necessary — Max 4 artworks) | | |
| | Work 1 | Work 2 (if applicable) |
| Title of Work: | | |
| Minimum reserve selling price of Work: | | |
| Size of Work (to nearest cm) Height x Width (x Depth): | | |
| What materials are used in the Work(s)? Please list all: | | |
| Any additional notes on the work: | | |
| Bank Details Note: Proceeds of any sales of work (after commission) will be made to the bank account indicated below. To ensure successful payment, please make sure all details are correct. | | |
| Bank Name: | | |
| Sort Code: | | |
| Account Number: | | |
| Account Name: | | |

I accept and understand the terms and conditions stated in this agreement.

Signed:

Date:

Please return this completed and signed form **no later than 13th November 2022** via email at rory.williams@customshouse.co.uk

Please also contact the Organiser by the 13th November 2022 to arrange a time to deliver your Work(s) for inclusion in the exhibition **via email at rory.williams@customshouse.co.uk**