

University of Exeter Open Exhibition

The Observatory: perspectives on landscape, society and spirit

TERMS AND CONDITIONS

1) THE ARTWORK

In submitting an Artwork for exhibition, the artist is confirming that:

- The entry submitted is the participant's original work;
- The participant is over 18;
- They are the holder of the Intellectual Property Rights of the Artwork.

It is the responsibility of the Artist to ensure the Artwork:

- is clean and well presented;
- is safe to exhibit (i.e. with no sharp edges or loose parts);
- is framed to an acceptable exhibition standard;
- is ready to hang as specified in the submission details.

Selected Artwork will be detailed on the Art Loan Inventory which will be completed by the University upon delivery of the Artwork and signed by both parties.

The University reserves the right to refuse to exhibit any Artwork it feels does not meet the objectives of the Exhibition or is work which could be construed as distasteful, obscene, libellous, defamatory, pornographic or otherwise inappropriate.

2) RISK ASSESSMENTS

The University reserves the right to refuse to exhibit any Artwork which, in its opinion, would pose a risk to health and safety.

3) EXHIBITING THE ARTWORK

The University will have the ultimate decision on the curation of the Artwork at the Exhibition.

4) DELIVERY AND COLLECTION OF THE ARTWORK

It is the responsibility of the Artist to ensure the Artwork is available to exhibit and is delivered to the University collection point on Friday 2nd or Saturday 3rd June 2017 from 10am – 1pm. The Artist is responsible for delivery of the Artwork.

The Artist is responsible for collection of the Artwork. The Artwork must be collected from the University on Friday 23rd or Saturday 24th June from 10am – 1pm. If it is not removed by this date then the University is permitted to dispose of the Artwork.

5) INTELLECTUAL PROPERTY

The Artist confirms that they are the creator of the Artwork and holder of the copyright to the Artwork.

The Artist will retain all intellectual property rights to the Artwork.

The University will be free to photograph the Artworks and use any such photograph for exhibition, publicity, education and research purposes without charge and without further specific permission from the Artist. The University reserves the right to share images of the Artwork with any third parties and the Artist permits this.

6) **INSURANCE AND LIABILITY**

Insurance of Artwork, including public liability insurance, is the responsibility of the artist and the University will have no liability in relation to loss or damage to the Artwork.

7) **SALE OF ARTWORK**

The University does not accept any responsibility or liability in relation to the potential sale of the Artwork. The Artist is entitled to sell their work, however any such agreement for sale shall be independent of the University. Enquiries regarding purchasing work from an artist during opening hours will be forwarded to the Artist concerned by the University. It is the responsibility of the artist to let the University know if an exhibited work has been sold during the exhibition.

The University will not accept any commission or take any payment for any sale of Artwork.

8) **FORCE MAJEURE**

The programme will be extended (and neither party shall be regarded as in breach of their respective obligations) to cover strikes, non-availability of materials, weather, injury or illness or other causes outside the reasonable control of either party. If the period of delay or non-performance continues for fourteen (14) days, either party may terminate this agreement by giving seven (7) days' written notice to the other.

9) **CANCELLATION OF THE EXHIBITION**

The University reserves the right to cancel the exhibition at any time whatsoever. In the event that the exhibition is cancelled and Artwork has already been delivered to the University the Artwork must be collected, as is set out in clause 4 above. If the Artwork is not collected by this date then the University is permitted to dispose of the Artwork.

10) **GOVERNING LAW**

This agreement shall be governed by English law.

11) **DISREPUTE**

You must not do anything to bring the University into disrepute and the University shall be entitled to terminate this Agreement if the University considers any of the Artist's activities are inappropriate or damaging to the University's reputation or interests. You may not use the University's logo.

12) **STANDARD TERMS AND CONDITIONS AND UNIVERSITY REGULATIONS**

You will comply with and not do anything to breach or put the University in breach of the University's Regulations concerning the use of its campus and buildings (including in particular but without limitation its Health and Safety regulations and requirements) and all legislative and other legal requirements that relate directly or indirectly to the exhibition and you will fully indemnify the University against any losses, actions or claims arising from any breach thereof by you.