



**Arts Open Exhibition 2022**

**Dates: 7 November 2022 – 4 January 2023**

**Location: Forest Arts Centre, Old Milton Road, New Milton, BH25 6DS**

Arts Open Exhibition is a local showcase of artwork from across the community – from professional or aspiring artists and hobbyists to children and young people, all are welcome to submit work for display.

All work must remain up for the duration of the exhibition. Artists are able to submit up to two pieces. All artwork must be prepared for hanging in a frame or on a stretched canvas with D rings and cord securely attached to the back of the frame.

A label, that clearly has the information of the artwork, should be fixed on the back with another label on a cord long enough to hang over the front of the Artwork. Unfortunately, any artwork not prepared correctly runs the risk of not being hung. We thank you for your cooperation.

The labels for the artwork must have the following information:

**Name of Artist, Title, Medium, Size, Price**

This year we ask that you submit the application below to us in advance (before **25 October 2022**). If you submit two pieces of artwork, we will endeavour to include both unless we are limited by space. In that situation, the curators will select one of your submissions. If you miss the deadline, you may bring along your artwork on submission day but there may be limited space available.

When you have received confirmation of your submission, you must drop off your artwork between **Tuesday 1 November 10:00am – 7:00pm or Wednesday 2 November 2022 10:00am – 5:00pm.**

To apply, please fill in the form below, including all **highlighted sections** and send to [jasmine.taylor@hampshireculturaltrust.org.uk](mailto:jasmine.taylor@hampshireculturaltrust.org.uk) or drop into the centre.

**Artwork information:**

<b>TITLE</b>	<b>MEDIUM</b>	<b>SIZE</b>	<b>PRICE</b>
1.			
2.			

**Photographs:**

**Please circle:** I permit/ do not permit my work to be photographed for publicity both with HCT and public press in connection with the exhibition and published in print, online, paper format or otherwise.

## AGREEMENT

### (Sale of Goods on Commission)

#### Parties:

The Seller ("**Hampshire Cultural Trust**" (HCT)) is: Forest Arts Centre

Hampshire Cultural Trust, Chilcomb House, Chilcomb Lane, Winchester, SO23 8RB

Phone: 01962 678 140

Email: [jasmine.taylor@hampshireculturaltrust.org.uk](mailto:jasmine.taylor@hampshireculturaltrust.org.uk)

Main contact: Jasmine Taylor

**The Creator is:**

**Name and address:**

**Phone:**

**Email:**

**Main contact:**

#### Key Information:

- HCT is acting as Agent, selling on behalf of the Creator.
- The Creator's items will be on display for retail at Forest Arts Centre which is open to the public between 7 November 2022 – 4 January 2023.
- At the point of sale there must be signage stating clearly that HCT is acting as an Agent, making the sale on behalf of the artist.
- The selling period is from: 7 November 2022 – 4 January 2023 (inclusive).
- The Creator is responsible for delivery of stock and is required to provide an itemised products list with selling prices and insurable value ahead of delivery via email.
- It is the Creator's responsibility for ensuring that all products you offer for sale are compliant with current Health and Safety and Fire legislation.

- At the end of the selling period, it is the Creator’s responsibility to collect all remaining unsold stock by 4 January 2023.

**Sales commission:**

- The Commission Rate is 20% plus VAT. (25%)
- At the end of the selling period the Creator will receive all sales proceeds, net of the commission charged.
- **The sales amount will be paid to a nominated bank account:**
- **Sort Code:.....**
- **Account Number.....**
- **Name on account.....**
- **VAT Registration number if applicable .....**

**VAT**

- HCT will charge no VAT on these sales.
- HCT will charge VAT (at Std rate) on all commission charges
- The Creator will be responsible for accounting for their own vat, as applicable.
- If a customer requests a VAT invoice, this must be provided by the Creator, (but only if registered for VAT.)

**The Agreement:**

.1 The Creator has prepared and organised items for sale. On the terms of this agreement, the Creator agrees to provide the stock for the duration of the Selling Period and the Seller shall exhibit the stock and make the products available for purchase.

No change to this agreement is binding on the Creator or the Seller unless in writing and signed on behalf of the parties.

**The parties have read and agree to the Terms and Conditions and accompanying schedules attached to this agreement. This agreement takes effect on the date it is signed by both Parties.**

On behalf of the Creator	On behalf of the Seller
<p>.....</p> <p><b>Signature</b></p>	<p>.....</p> <p>Signature</p>

..... Name (PLEASE PRINT)	..... Name (PLEASE PRINT)
..... Date	..... Date

## TERMS AND CONDITIONS

### 1 SALE OF STOCK

- .2 **Sales list.** The Creator must provide The Seller with a sales list containing the final ticket prices for each item to be sold no later than 1 month before the first Exhibition Date.
- .3 **Selling agent.** The Seller will act as a selling agent for the Creator. All items for sale in the pop-up shop will be transacted by The Seller, through The Seller's till.
- .4 If the Creator is not the owner(s) of the stock then it warrants that it has the authority of the owner(s) to appoint The Seller as selling agent and shall indemnify The Seller for all losses or damage suffered as a result of its breach of this warranty.
- .5 **Sales commission.** The Seller shall retain a commission on all sales of stock and merchandise. The amount of commission is set at the Commission Rate.
- .6 **Proceeds of sale.** The Seller shall pay to the Creator's nominated bank account the proceeds of sale from any stock sold, less the Commission Rate which The Seller shall retain.
- .7 **VAT registration.** The Creator must inform The Seller if it is VAT registered.
- .8 **Collection of sold stock.** All sold stock are to remain in situ until the end of the selling period, unless otherwise agreed between the parties. The Seller will coordinate the collection of sold stock by the buyers.
- .9 **Commission payment.** The total amount of sales will be calculated by The Seller following the end of the selling period. The Creator will be sent an itemised spreadsheet of sales so that the Creator may generate an invoice to The Seller. The Creator can only be paid upon receipt of a valid invoice (see template). Payment can only be made to one person/organisation and can only be made via BACS via 30-day payment terms. Please note: as a charity, The Seller is unable to take donations or raise money for other charities.

### 2 INSURANCE

- .10 **Insurance cover.** Hampshire Cultural Trust is not liable for any damage, theft or any artwork submitted. If you require your artwork to be insured, please seek private insurance
- .11 **Valuation for claims.** In the event that there is a claim which the Creator would like The Seller to pursue under its insurance policies, the Creator must be able to provide the insurers with a current valuation of the Stock which are the subject of the claim.
- .12 **Evidence of insurance.** The Seller will provide a copy of its certificate(s) of insurance to the Creator one month prior to the first Exhibition Date.

.13 **Creator Insurance for Installation and De-installation.** The Creator may only partake in the Installation and/or De-installation of the Exhibition if it has appropriate public liability and employers' liability insurance policies in place. The Creator shall provide a copy of the same to The Seller on request.