



Call for Entries Terms and Conditions

Women in Art: Emerging Woman Painters Exhibition and Award
The Holly Bush Emerging Woman Painter Prize 2018

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1. DEFINITIONS

1.1 "Exhibition Administrators" means The Holly Bush, Hampstead. Ecclestone Art Agency.

1.2 "EAA" means Ecclestone Art Agency.

1.3 "EAA Website" means the website located at www.ecclestoneartagency.com

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

1.5 The Exhibition is to be made up from work submitted to this Call for Entries and chosen by a panel of judges. Each work chosen will be exhibited at Burgh House Hampstead London NW3 1LT from Wednesday 25th July until Sunday 29th July 2018

1.6 One Artist will be chosen from the Exhibition to receive *The Holly Bush Emerging Woman Painter Prize 2018*. A second artist will be chosen to receive the *Cass Art Runner-up Emerging Woman Painter Prize for 2018*.

2. GENERAL CONDITIONS

2.1 These conditions apply to the submission and exhibition of Works managed by the Exhibition Administrators.

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

3. SIZE

3.1 The size of Works to be provided is the exterior frame size.

4. FRAMES

4.1 All accepted Works must be exhibition-ready and have D hooks.

4.2 There should be no projections whatsoever from the back of the works.

5. DELIVERY OF WORK

5.1 Works should be delivered wrapped and clearly labelled by 10.30 am on Tuesday 24th July. Works will not be accepted earlier and failure to deliver on time will result in the artist forfeiting their place.

6. SUBMISSIONS

6.1 All Artists must be resident in the UK or the EU., female (or identify as female) and over the age of 18. Selection for the exhibition will be made solely on the artwork submitted, but to be eligible for *The Holly Bush Emerging Woman Painter Prize 2018*, the entrant must provide an artist's statement that demonstrates how

this award would impact their opportunity to expand their practice and how they aim to develop and further their career. This statement should be no more than 300 words.

6.2 There is a non-refundable submission fee to the exhibition.

7. NOTIFICATION

7.1 EAA will publish a list of the successful applicants on the EAA Website no later than 3 days after selection.

8. COLLECTION OF WORKS

8.1 Exhibited work that is unsold must be collected at the end of the exhibition on Sunday 29th July between 4.30 and 5pm. Work that is not collected will be taken from the premises at Burgh House, Hampstead and storage will be at the expense of the artist. The Works will be destroyed or sold after 3 months.

9. COMMISSION

9.1 Unless otherwise advised, the EAA will charge a commission on the total price paid for:

9.1.1 Works;

9.1.2 commissioned Works;

before, during, or as a result of an exhibition managed by the Exhibition Administrators.

9.2 Once work has been submitted to EAA, 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.

9.3 The price of Works stated must include commission of 38%.

9.4 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.

10. INTELLECTUAL PROPERTY RIGHTS

10.1 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.

10.2 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 Administrator's websites, in workshop presentations and on information screens throughout the exhibiting gallery and any media now known or hereafter devised.

11. LIABILITY

11.1 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. BURGH HOUSE IS USED FOR VARIOUS PURPOSES AND YOU ARE ADVISED TO INSURE YOUR WORKS AGAINST ALL RISKS.

11.2 The Exhibition Administrators will endeavour to take safe care of Works sent for exhibition, but in the event of a Work sent for exhibition being lost, destroyed or damaged the Exhibition Administrators' liability (if any) shall not in any event exceed the value of the work as stated on the submission form (less 45%) or any altered price subsequently notified to the Exhibition Administrators.

11.3 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 Administrator's

maximum liability in accordance with sub-paragraph 11.2 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.

12. INDEMNITY

12.1 Artists submitting their Works to the Exhibition Administrators (whether such submission is for an exhibition or any other purpose) shall indemnify and keep indemnified the aforementioned parties (including their agents and affiliates) against any actions, claims, proceedings, losses, liabilities, charges, costs and expenses which they may incur arising out of or in connection with any actual or alleged financial or contractual arrangements between the artist and any agent (other than Exhibition Administrators) or any third party.

13. PERSONAL DATA

13.1 The Exhibition Administrators will hold the personal data supplied by the artist on the submission form, in accordance with the Data Protection Act 1998. 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 13.2 below.

13.2 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.

14. **CONDITIONS OF ENTRY** Entrants must be able to comply with conditions (5) and (8). The winner must attend the Prize-Giving on Wednesday 25th July 6.30 pm. Please do not enter if you are unable to comply with these conditions.

15. DISQUALIFICATION

14.1 EEA 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 EAA.

THE SIGNING OF THIS SUBMISSION FORM IS TO BE TAKEN AS THE UNRESERVED AGREEMENT OF THE ENTIRE CONTENTS OF THESE TERMS AND CONDITIONS AND THOSE ON THE SUBMISSION FORM BY THE SIGNATORY.