



The New
Art Gallery
Walsall

West Midlands Open - Guidance Notes / FAQs / Terms & Conditions

Thank you for your interest in submitting work to the West Midlands Open exhibition at The New Art Gallery Walsall; the Open is an opportunity to celebrate the quality and diversity of the visual arts in the region. This document outlines all the information you need to enter your artwork. However, if you still have any queries, please contact us directly via email: info@thenewartgallerywalsall.org.uk

Guidance Notes

Overview

Exhibition: West Midlands Open, 20th May – 25th September 2022, The New Art Gallery Walsall

Preview: Thursday 19th May, 6-8pm

Eligibility:

- **West Midlands postcode;** Greater Birmingham, The Black Country, Shropshire, Staffordshire, Herefordshire, Worcestershire, Warwickshire.
- **West Midlands art school students & alumni;** we are also accepting submissions from anyone who is currently attending an art school in the West Midlands, or was educated at an art school in the region in the past 10 years, who may now be living outside the area.

Artworks: Original artwork created since January 2020, not previously shown in the West Midlands.

Dimensions: Maximum dimensions 2D 1mx1m and sculpture 1mx1mx1m

Submission: From Thursday 20th January, 10am until Sunday 20th February, 8pm. Submission is FREE. Maximum two works per person. Works are to be submitted online via our website.

Selection panel:

- **Invited panel members;** Skinder Hundal MBE, Director of Arts, British Council West Midlands based artists Maryam Wahid, and, Nilupa Yasmin
- **Gallery panel;** Director Stephen Snoddy, curatorial team members and one of the Gallery's Critical Friends

Delivery/Collection: Tuesday 5th April, 10am – Tuesday 26th April, 4pm. Works selected for the Open need to be delivered by hand to The New Art Gallery Walsall. Any works that are not sold during the WMO need to be collected – collection dates are TBC.

Awards:

- **Residency;** one artist will be offered the opportunity of a residency at TNAGW.
- **People's Choice;** one artist's work will be selected as the 'People's Choice'. Votes for artworks will be made by ballot at the Gallery. The favourite artwork will be announced at the close of the show and the artwork and artist profiled on our digital channels.

How to submit works

This sections details how to submit your work to the West Midlands Open, including:

- Submission dates
- Eligibility
- What to collate ahead of completing the Online Application Form

Submission window

Submissions will be accepted online from 10am on Thursday 20th January 2022 until 8pm on Sunday 20th February 2022.

You can submit a maximum of two original artworks that must have been created since January 2020 and not previously exhibited in the West Midlands. If an artwork is accepted by the selection panel that is no longer available for the period of exhibition, we regret that we cannot exchange it with another work by the same artist that has not been considered.

The maximum dimensions for works are: 2D 1mx1m and sculpture 1mx1mx1m (max. weight 50kg)

All works must be for sale.

Submissions should be made online via our website within the submission period. Applications via email will not be accepted. If you require any further advice or assistance please contact the Gallery on info@thenewartgallerywalsall.org.uk and we will endeavour to reply to your query as soon as we are able Monday to Friday 10am - 5pm. Please do not make enquiries through our social media channels, that are concerned with technical difficulties applying.

Eligibility

To be eligible to enter the Open you need live in the West Midlands, which we define as including; Greater Birmingham, The Black Country, Shropshire, Staffordshire, Herefordshire, Worcestershire, Warwickshire.

We are also accepting submissions from anyone who is currently studying at an art school in the West Midlands, or anyone that has studied at an art school in the region in the past 10 years, who may now be living outside the area.

What to collate ahead of completing the Application Form

As submissions will be entered via an Online Application Form on our website, we advise that you have the following details to hand before you begin:

Personal details

- Full name (if more than one person, a lead contact must be decided upon)
- Artist's name (if different from 'contact name')
- Collective's name (if applicable)
- Postal address, including postcode
- Mobile/telephone number
- Contact email address
- Website
- Social media handle/s
(Only provide website address / social media handles if related to your artistic practice)
- Higher Education qualifications (if applicable)

Personal statement

About you and your practice (max. 1000 characters), this could include information such as:

- The name you use as an artist or group (if different to your real name)
- Where you were born and raised
- Where you currently live
- How long you have been an artist
- If you are self-taught or have any formal art education
- Your artistic influences
- Choice of mediums and techniques
- Exhibitions that you've shown your work in

Artworks

Information about the artworks to be submitted including:

- Description (max. 1000 characters) you might want to detail;
 - o What images, events or concepts does the artwork depict or explore?
 - o What emotions or experiences are you hoping the work will offer?
- Title/s
- Date/s (must have been made since January 2020)
- Medium/s
- Category; artworks must fit within one of the following categories; painting, print, illustration and/or drawing, photography, audio visual, sculpture/object, digital, mixed media, spoken word and/or performance (dropdown menu will be provided)
- Dimensions (max. 2D 1x1m / sculpture 1x1x1m, max weight 50kg)
- Framed (works on paper recommended / with exception of canvases)
- Any specific handling/installation requirements
- Sale price (25% commission taken on sales)
- Image credit (for non-commercial reproduction purposes, e.g social media)
- Link to host website for audio/visual work & password for host website (if required)
- Digital image of artwork (Format: jpeg, gif or png / max. 5MB file size / x1 image per work)

Before finalising submission, please check you have entered all information accurately, as you will not be able to retrieve the Application Form to edit it. We cannot be responsible for errors that subsequently appear in print, online or prevent us from making contact if you have not entered correct information at the outset.

Selection Process

This section details how works will be selected for the WMO, including;

- The Selection Panel
- Ambition of the WMO
- Selection process
- Being notified

Selection panel

The selection panel for the WMO will be composed of guest panellists as well as Gallery staff. Invited panel members include;

- Skinder Hundal MBE who was recently appointed to the position of Director of Arts, at the British Council, previously CEO/Director of New Art Exchange, Nottingham where over 12 years he cemented a reputation for connecting diverse arts and cultural projects between the UK and overseas.

- West Midlands based artists Maryam Wahid, and, Nilupa Yasmin who exhibited at The New Art Gallery Walsall in 2019 in exhibition 'Too Rich a Soil'. In 2020 Wahid formed part of the selection panel for high profile project 'Hold Still', initiated by the Duchess of Cambridge in collaboration with the National Portrait Gallery. Yasmin recently exhibited at the mac, Birmingham with solo show 'Tera – A Star' and she has joined TNAGW as an Artist Educator.

The panel of Gallery staff will be led Director Stephen Snoddy and include curatorial team members and one of the Gallery's Critical Friends.

Selection process

The ambition of the WMO is to exhibit artists from across the West Midlands, to showcase the talent from the region and to provide selling opportunities for artists. We are keen to present a diverse range of artworks that are representative of and relevant to our broad communities and audiences.

Works will be reviewed online by the selection panel through virtual meetings. We aim to notify all successful artists via email in the week commencing 28th March 2022.

We plan to announce the exhibitors selected for the WMO publicly in the same week, commencing 28th March or soon after. Due to the number of applications we are anticipating, unfortunately it will not be possible to inform artists who have not been selected or provide individual feedback.

Exhibiting work

This section details how to deliver works for inclusion in the WMO, including;

- Entry Form
- Delivering work to the Gallery
- Delivery window
- Inadmissible work
- Collection after the close of the exhibition

Delivering works

If you are notified that your work has been selected for the WMO exhibition you will be sent an Entry Form (per work) via email, please complete this and print it to bring with your artwork/s.

Deliver your work to The New Art Gallery Walsall, Gallery Square, Walsall, WS2 8LG between the dates of Tuesday 5th April, 10am – Tuesday 26th April, 4pm. The usual public opening hours of the Gallery are Tuesday – Saturday 10am – 5pm, and Sundays 12noon – 4pm.

Please note the Easter Holidays fall in this delivery window, with Bank Holidays on Good Friday 15th April and Easter Monday 18th April 2022, the Gallery is closed on Mondays and Bank Holidays, deliveries cannot be accommodated when the Gallery is closed to the public.

Due to the Entry Form paperwork that needs to be administered upon delivery of an artwork, please do not arrive later than 1 hour before the Gallery closing time that day; Tuesday to Saturday, please do not arrive any later than 4pm, and on a Sunday please do not arrive any later than 3pm.

Physical works

Should be hand delivered by you. Please check the Gallery opening times and details of public transport links and local parking facilities, all of this information can be found on the 'Visit' page on our website. There are Blue Badge Holder spaces to the side of the Gallery in Gallery Square, leading to Marsh Street.

Upon arrival at the Gallery, please report to our Reception Desk where the entry of the artwork will be administered. Please note, works must be unpacked before they are handed over to staff and packing/crates cannot be stored at the venue. We suggest that you add soft padding to all corners of your work for transportation purposes.

We cannot accept works delivered via courier. We can however accept works delivered by third parties such as art transport agents, as long as they are prepared to unwrap the works before they are handed to us and provide hardcopies of the Entry Form paperwork with the artwork/s.

We are unable to arrange parking in the loading bay spaces to the rear of the building, parking in these without prior arrangement is likely to result in a vehicle being issued a parking ticket by a warden. Transportation cannot be organised by TNAGW and expenses associated with transportation will not be borne by the Gallery.

Two-dimensional works

All two-dimensional works submitted (with the exception of canvases) are requested framed;

- Framed works **must** be framed with a wooden moulding to be compatible with our hanging fixtures and to ensure they are robust enough for exhibition purposes. Metal, glass, Perspex clip frames and flimsy frames are not acceptable.
- Simple, neutral coloured frames are strongly encouraged.
- Hanging fixtures should be removed before delivery. Our technical team will affix hanging fixtures for purposes of the Open exhibition (see note re wooden moulding).
- Works that comprise more than one part must be clearly identified as one work, through labelling of work/parts.
- If a work is submitted in an unsuitable frame and we cannot resolve this in liaison with the artist before or during the installation period, it is possible your work will not be exhibited.
- In the event that you choose to submit an unframed work, it will be strictly at your own risk. TNAGW cannot offer a framing service for work. 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.

Sculptures

For freestanding works you should not provide any display plinths. Plinths will be provided for exhibited works, where required. If your freestanding work has specific requirements for display, please make this clear in your application.

Digital works

Should be provided within the same window of Tuesday 5th April, 10am – Tuesday 26th April, 4pm. Digital files should be sent via a file sharing site, or the 'download' function enabled in the host site. An email address to direct the transfer of files to will be provided for exhibiting artists. Please ensure digital files are prepared and supplied in/as;

- 16:9 ratio
- mp4 format
- below 3Gb in file size

If digital work supplied for the exhibition does not meet this criteria and we cannot resolve it in liaison with the artist during the installation period, then we may be unable to exhibit your work.

Inadmissible work

The following types of work are inadmissible;

- Physical works over the size limits of 2D 1mx1m / sculptures 1mx1mx1m and over 50kg
- Digital files over 3Gb, in any other format other than mp4, in any other ratio other than 16:9
- Works that have already been exhibited in the West Midlands and made before Jan 2020
- Printed reproductions of original works
- Works that contain noxious or toxic substances, have flammability below 50°C, contain human tissue, or incorporate dangerous electrical appliances. Note: all electrical appliances must be accompanied by current PAT test certification

Collection of work from The New Art Gallery Walsall

At the close of the exhibition works that have not been sold must be collected from TNAGW – dates TBC. We will advise artists before the collection window of works that have sold.

Selling work

This section details selling works as part of WMO, including;

- Pricing works and 25% commission
- Sales procedure, including payment to artists
- Collection of sold works

Pricing of work and sales procedure

Sale Price

You will be required to state the price you wish to charge for your work on your application form. This price cannot be changed. The Gallery will charge a commission of 25% for the sale of works.

Sales Procedure

You will be notified by email if your work has been sold during the course of the exhibition. Payment for sold works will be made to artists following the close of the exhibition. Sold works will remain at TNAGW following the close of the show for the purchaser to collect the work from the Gallery.

Awards

This section details the awards being presented as part of WMO, including;

- Artist Residency opportunity
- 'People's Choice'

Artist Residency

One artist will be selected for a residency in the Artists' Studio at TNAGW, to take place at an appropriate time. As an artist in residence, the artist will have access to the onsite studio, support from Gallery staff including mentoring from the curatorial team and technical assistance. The artist, their practice and the residency can be shared on the Gallery's digital platforms. The timing, duration, associated fee and additional contributions will be discussed with the selected artist. The announcement date for the artist receiving the residency is TBC.

People's Choice

Visitors will be asked to vote for their favourite artwork in the WMO, through a ballot box in the exhibition space. The accolade will be announced at the close of the exhibition and the artist and their work will be promoted through our website and social media channels.

Frequently Asked Questions

This section contains answers to the most anticipated FAQ's for the WMO, including information on;

- Eligibility
- Dates and deadlines
- Visiting the West Midlands Open exhibition and preview event
- How works will be exhibited
- Selection of works
- Sales, commission and payment

What is the West Midlands Open? The West Midlands Open is an open-submission exhibition for the West Midlands region.

Who is eligible to submit work to the West Midlands Open? Anyone who lives in the West Midlands region, is currently studying at an art school in the West Midlands, or has studied at an art school in the West Midlands in the past 10 years, is eligible to submit work. We define the West Midlands as comprising of; Greater Birmingham, The Black Country, Shropshire, Staffordshire, Herefordshire, Worcestershire, Warwickshire. For residents we only require a valid postcode within the West Midlands and trust that you are providing accurate information. If your submitted artwork is chosen to appear in the exhibition, you may be called upon to discuss your location in a broader context, such as a conversation about your practice, or in a local news item.

Where will the West Midlands Open take place? It will take place in our spacious Floor 3 galleries at TNAGW. Designed by architects Caruso St John who won the RIBA Stirling Prize in 2016, the Gallery which opened in at the start of the millennium celebrated its 20th Birthday on 20th February 2020.

When is the opening date for submission? The opening date for submission is 10am on Thursday 20th January 2022. Submission takes place online.

When is the deadline for submission? The deadline for uploading entry submissions is 8pm on Sunday 20th February 2022.

When should selected artwork be delivered to the Gallery? Artworks should be delivered by hand to The New Art Gallery Walsall between 10am on Tuesday 5th April until 4pm on Tuesday 26th April.

Please note the Easter Holidays fall in this delivery window, with Bank Holidays on Good Friday 15th April and Easter Monday 18th April 2022, the Gallery is closed on Mondays and Bank Holidays, deliveries cannot be accommodated when the Gallery is closed to the public. The usual public opening hours of the Gallery are; Tuesday – Saturday 10am – 5pm, and Sundays 12noon – 4pm.

Due to the Entry Form paperwork that needs to be administered upon delivery of an artwork, please do not arrive later than 1 hour before the Gallery closing time that day; Tuesday to Saturday, please do not arrive any later than 4pm, and on a Sunday please do not arrive any later than 3pm.

What are the dates of the exhibition?

The exhibition will run from Friday 20th May – Sunday 25th September 2022.

Will the exhibition be free for the public to attend? Yes, entry to The New Art Gallery Walsall is free of charge and this includes the West Midlands Open exhibition. Donation boxes are located throughout the building to encourage visitors to make an optional donation if they are able. Money

raised from donations supports our artistic programme including engaging with local audiences through creative workshops and events.

A preview event for the exhibition will take place on the evening of Thursday 19th May 2022, 6-8pm. Our preview events are open to everyone including exhibiting artists, family & friends and members of the public. Preview events are held in the exhibition space.

What type of works are being shown in the exhibition? The categories of works that can be submitted for the WMO include; Painting and Prints, Illustration and Drawing, Photography, Audio/Visual, Sculpture and Object, Digital, Mixed Media, Spoken Word and Performance.

How will my work be exhibited?

Two-dimensional

It is intended that the exhibition will be presented as a 'salon hang' which means that works are shown in close proximity to each other. We would be unable to accommodate separate rooms or a dedicated wall for a single work.

Audio/visual

We anticipate that audio/visual work, such as short films, will for the most part be presented on a loop, on a screen. It will not be possible to schedule specific start times per work. We reserve the right to make exceptions but must manage sound-bleed into the wider galleries and ensure a comfortable viewing experience for visitors, for example, by minimising headphone use and providing seating.

3D/sculpture

Smaller sculptures will need to be presented on group plinths or tables.

Will everything that's submitted be shown in the exhibition?

No. Submissions will be reviewed by the WMO selection panel who make the final selection of work for the exhibition. They will consider many factors in their choices, including, but not limited to; artistic skill, relevance of subject matter, the artist's practice, the overall balance of the show, the type of work submitted, repetition of style or subject matter in the show, scale/duration, impact on surrounding work (e.g. amplified audio) and creative vision.

How many works do you expect to show?

We are anticipating presenting 250+ works in the Floor 3 galleries.

Who is on the selection panel? The selection panel for the West Midlands Open is composed of;

- **Invited panel members;** Skinder Hundal MBE, Director of Arts, British Council
West Midlands based artists Maryam Wahid, and, Nilupa Yasmin
- **Gallery panel;** Director Stephen Snoddy, curatorial team members and one of the Gallery's Critical Friends

Will commission be charged on sales?

Yes, 25% commission will be charged on sales of artworks. Commission payments received by TNAGW will be used to support TNAGW's learning, outreach and engagement programme.

When will I receive payment if I sell a work?

You will be issued payment for the sale of an artwork following the close of the exhibition.

Terms and Conditions

Entry and Sale of Your Work

These Terms and Conditions (“the Terms”) apply to your entry of one or more artworks (“the Work(s)”) in The New Art Gallery West Midlands Open exhibition (“the Exhibition”) and the facilitation of the sale of your Work(s) by TNAGW either during or after the Exhibition. The Exhibition will take place at The New Art Gallery Walsall, Gallery Square, Walsall “You” and “Your” shall refer to the person submitting the Work(s) and potentially selling the submitted Work(s). Please read these Terms carefully before completing Your entry form (“the Entry Form”) as they will form the contract between You and TNAGW.

1. The New Art Gallery Walsall

The New Art Gallery Walsall is undoubtedly a significant cultural resource. Its offer includes the unique and celebrated Garman Ryan Collection, the broader Collections and Archives, world-class exhibitions of internationally renowned artists as well as emerging talent, a Studio programme, Community Gallery, Art Library, Roof Terrace and Shop as well as education, learning and meeting and conference facilities, Costa Coffee and a professional development programme for artists and curators in the region.

The iconic building was designed by world renowned architects Caruso St John. It was their first major public project and was shortlisted for the RIBA Stirling Prize in 2000 (In 2016, the practice received the award for Newport Street Gallery, London). We aspire to achieve an equivalent level of ambition and excellence through our wide-ranging programmes; through the presentation of our exhibitions and collections, the quality of our education and interpretation and the ways in which we support artists, partners and audiences. The Gallery provides a focus for civic pride and identity, engaging diverse communities, attracting cultural tourists from around the world and leveraging investment into the town.

2. Who May Enter Work into the West Midlands Open?

You may submit Work(s) to the Exhibition if:

2.1 You live within the West Midlands Region defined as; Greater Birmingham, The Black Country, Shropshire, Staffordshire, Herefordshire, Worcestershire, Warwickshire AND You are the Artist or creator of the Work(s), or You are expressly authorised to submit the Work(s) 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.

2.2 If you are currently a student studying at an art school in the West Midlands region, or if you studied at an art school in the region in the past 10 years (your postcode therefore may be outside the West Midlands region).

3. Ownership and Submission of Work

3.1 You must ensure that each submitted Work(s) conforms to all applicable health and safety standards and regulations. You agree to indemnify TNAGW, 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.

3.2 By submitting Your Work(s), You confirm that the Work(s) is in a condition to withstand normal rigours of handling and display at TNAGW.

3.3 By submitting Your Work(s), You confirm that the Work(s) is free and clear of any liens, claims, encumbrances or restrictions, that the use of the Work(s) under these Terms will not infringe upon or violate the rights of any person or entity, and that to the best of Your knowledge and belief the Work(s) has not been exported from any country and shall not be imported into the United Kingdom in violation of any applicable laws or regulations.

3.4 If You do not own all of the rights, title and interest in and to the Work(s), You must expressly inform the TNAGW in writing of all relevant details concerning all other third parties' rights to the Work(s). You shall indemnify TNAGW against all losses, liabilities, costs and expenses in respect of claims made by third parties alleging partial or total ownership of the Work(s) or any rights in the Work(s), including intellectual property rights.

4. Non-selection of or Withdrawal of Work by TNAGW.

4.1 The nominated selection panel acting on behalf of TNAGW may accept or decline any Work(s) submitted for the Exhibition entirely at its own discretion. The panel's decision is final.

4.2 TNAGW reserves the right to deny admission or withdraw a Work(s) from the Exhibition if for any reason the Work(s), or any circumstances surrounding the display of the Work(s), appears to TNAGW 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.

5. Sale of Work (Applicable to all Types of Sales) and TNAGW's Commission

5.1 The sale of any Work(s) exhibited in the Exhibition by You will be subject to a payment of 25% commission ("the Commission") plus any applicable VAT to TNAGW. The Commission will be charged on the VAT exclusive sales price of such Work(s). Commission payments received by TNAGW will be used to support TNAGW's learning, outreach and engagement programme. Payment for an artwork will be received in full at the moment of purchase and not in the form of any deposit or staggered payment. All monies are retained until the close of exhibition for reconciliation and review. Only upon close of the exhibition will any reimbursement of sale be made. Artists or Creators or those acting on behalf of such will submit an invoice and payment will be made in line with the NAG Walsall's financial processes and procedures.

6. VAT In the sale of works

6.1 TNAGW is acting as agent and as such the VAT status of the sale will depend upon Your VAT status. TNAGW will charge VAT on sales commission.

7. Collecting purchased work

7.1 All purchases must be collected in person. No postage is possible.

8. Collection of Exhibited Work

8.1 No Work(s) that has been accepted and displayed at the Exhibition may be removed prior to the close of the Exhibition. If your Work(s) has been accepted for the Exhibition, before the close of the Exhibition You will be informed of the specified period in which Your Work(s) must be collected. You

will receive a separate removal order (“Removal Order”) for each exhibited Work. This Removal Order must be completed and signed by You. If the Work(s) has been sold, we will send the Removal Order to the Purchaser as soon as full payment has been received.

8.2 If any Work has not been removed by the date specified on the Removal Order, TNAGW will charge a fee of £10 per week or part week per Work. The charge shall be payable by the person presenting the Removal Order. No Work(s) will be released by TNAGW without the presentation of a correctly completed Removal Order, either by the Artist or the Purchaser. Notwithstanding Clause 8.1.

8.3 if any unsold Work(s) has not been removed within three months of the final collection date for exhibited works, the Work(s) will be deemed to have been abandoned by You and TNAGW shall be entitled, without notifying You, to sell or otherwise dispose of such Work(s) and to use the proceeds of the sale to cover any outstanding charges under Clause 8.2 or for TNAGW’s general artistic programme. Notwithstanding Clause 8.1, if any Work(s) that has been sold has not been removed by the Purchaser within three months of the final collection date for exhibited works, You will arrange for the Work(s) to be collected from TNAGW and You will be responsible for any transportation costs. If TNAGW has to transport the Work(s) back to You, TNAGW will charge You for the cost of transportation and insurance.

9. Online Access

9.1 While TNAGW endeavours to ensure that the Website is available 24 hours a day, TNAGW will not be liable if for any reason the Website is unavailable in part or whole at any time or for any period including, without limitation, during the last 24 hours before the submission deadline. Access to the Website may be suspended temporarily and without notice in the case of system failure, maintenance, repair or for reasons beyond TNAGW’s control.

10. Intellectual Property Rights

10.1 By submitting a Work(s), You confirm that either You or the Artist hold all intellectual property rights in the Work(s) and that You or the Artist have obtained any third party consents required for the use of third party owned material contained in the Work(s).

10.2 By submitting a Work(s), You consent to TNAGW for the following purposes:

10.2.1 taking an image of, filming or making available the whole or any part of the Work(s), including but not limited to the right to include the Work(s) in any broadcast (and rebroadcast) by any broadcaster (including the BBC) and any licensees of any broadcaster;

10.2.2 filming, broadcasting and/or reproducing the whole or any part of the Work(s) for archival, educational, publicity and marketing (including without limitation on the Website, Exhibition posters, leaflets, private view cards, postcards and all forms of social media), press, signage, gallery guide and for catalogue purposes;

10.2.3 and reproducing the whole or any part of the image(s) which You have supplied to us for the purposes set out above.

10.3 The consent set out in Clause 10.2 is irrevocable and given without payment of any fee or royalty and includes consent to make available the Work(s) in all media (including without limitation all forms of electronic and social media) for perpetuity and on a world-wide basis.

10.4 By submitting a Work(s), You agree that members of the public will be allowed to take photographs of the Work(s) (alone or in combination with other works) for personal and non-commercial use during the Exhibition period. TNAGW will install notices in the Exhibition indicating that photography is permitted provided it is for personal and non-commercial use. TNAGW will not be responsible if any such images of the Work(s) are exploited commercially in violation of the permission given, and in such circumstances, it is up to the Artist and/or You to defend Your intellectual property rights in the Work(s).

11. Limitation of Liability

11.1 Except as provided in this Clause 11, TNAGW shall have no liability to You or the Artist whatsoever for any loss of business or profits, loss or damage to reputation, or for any indirect or consequential loss or damage of whatever nature, howsoever caused, whether occurring in contract, tort (including negligence) or otherwise arising out of or in connection with the Exhibition.

11.2 TNAGW shall not be liable for any deterioration or wear and tear to the Work(s), or any loss, damage or destruction (including damage to frames) through the ordinary course of handling the Work(s) whether included in the Exhibition or not.

11.3 Subject to Clause 11.2, TNAGW will only be liable for damage to a Work(s) to the extent that such damage arises while the Work(s) is in the care, custody and control of TNAGW, which is only while the Work(s) is at TNAGW. If You suspect any such damage, You must notify TNAGW before the Work(s) is collected otherwise TNAGW will not be liable for any such damage.

11.4 Nothing in these Terms shall have the effect of limiting or excluding either party's liability to the other for death or personal injury caused by its own negligence or caused by its fraud (including fraudulent misrepresentation).

11.5 Subject to Clause 11.4, the entire liability of TNAGW arising out of or in connection with the Exhibition, whether in contract, tort (including negligence or breach of statutory duty) or otherwise, shall not exceed:

11.6 The value of the Work(s) as stated on the Entry Form, the value of the Work(s) determined in accordance with the valuation process set out in Clause 11.2, and in either case, if the Work(s) is for sale, less the amount representing the TNAGW's commission and any posting and packaging costs.

11.7 If TNAGW disputes the value of the Work(s) or the amount of the damage to the Work(s), the dispute as to the value or the amount shall be referred, independently of any issue as to liability, to an expert independent valuer to be chosen by TNAGW provided that the valuer's determination shall not exceed TNAGW's maximum liability in accordance with Clause 11.5. The valuer shall act as an expert and not an arbitrator. The valuer's decision shall be final and shall be conclusive evidence of the value of the Work(s) or the amount of the damage to the Work(s). The valuer's costs will be borne equally between TNAGW and You. You shall not be entitled to begin or maintain any action in respect of any damage until the valuer has made a decision in accordance with this clause as to the value of the damage and such action shall then be only for the amount determined by the valuer, again subject to TNAGW's maximum liability.

12. Third Parties

12.1 No third party shall have any rights under or in relation to the Terms.

13. Force Majeure

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

14. Severance

14.1 If a court or any other competent authority finds that any provision of the Terms (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed deleted, and the validity and enforceability of the other Terms shall not be affected.

15. Entire Agreement

15.1 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.

16. Law and Jurisdiction

16.1 These Terms and the contract of which they form part shall be governed by and construed in accordance with English law. Any disputes arising in relation to these Terms shall be subject to the exclusive jurisdiction of the courts of England and Wales.



Walsall Council

