

# HOME

## The Manchester Open Terms and Conditions

### Terms and Conditions of Entry to the Manchester Open and Sale of Your Work

These Terms and Conditions ("**the Terms**") apply to your entry of one or more artworks ("**the Work(s)**") in Greater Manchester Arts Centre Ltd trading as HOME ("**HOME**") Manchester Open exhibition ("**the Exhibition**") and the facilitation of the sale of your Work(s) by HOME either during or after the Exhibition.

The Exhibition will take place at HOME, Manchester, UK.

"**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 HOME.

#### 1. Greater Manchester Arts Centre Limited Trading As HOME.

Greater Manchester Arts Centre Limited Trading As HOME is a charity registered in England and Wales number 514719 and a company limited by guarantee registered in England and Wales with number 1681278, whose registered office is at 2 Tony Wilson Place Manchester M15 4FN. Greater Manchester Arts Centre Limited Trading As HOME's VAT number is 125522146.

For information requests, please contact us at: [info@homemcr.org.uk](mailto:info@homemcr.org.uk)

#### 2. Entry Form and Suggested Donation

The suggested donation per entry is displayed within HOME's application section for the Manchester Open ("**the Website**"). Although voluntary we strongly encourage those able to pay to consider directly supporting those who do not have the necessary funds.

**As a registered charity, we rely on the generosity of our members, supporters, trusts and foundations to help us to bring our work to life, share it with the widest possible audience and keep our ticket prices affordable. In addition to ticket income and other funding we need to raise over £650,000 every year.**

**Your support makes it possible for us to create a HOME for people of all ages and backgrounds, including the communities on our doorstep and Manchester's next generation of creative talent.**

Your Entry Form must be completed and submitted by You in accordance with The Instructions for Entering ("**How to Submit**"). Failure to do this will mean that the Work(s) submitted under the Entry Form is inadmissible and will be withdrawn from the selection process for the Exhibition.

You will not receive a refund of your donation if you submit work/s but then decide to later withdraw Your application. The suggested donation is non-refundable.

HOME does not retain Your card details after processing Your payment.

### **3. Who May Enter Work into the Manchester Open?**

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

You live within the Greater Manchester Region as defined by the Greater Manchester Combined Authority([www.greatermanchester-ca.gov.uk/](http://www.greatermanchester-ca.gov.uk/))including the metropolitan boroughs of Bolton, Bury, Manchester, Oldham, Rochdale, Salford, Stockport, Tameside, Trafford and Wigan.

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.

### **4. Ownership and Submission of Work**

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

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

**4.3** 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.

**4.4** If You do not own all of the rights, title and interest in and to the Work(s), You must expressly inform HOME in writing of all relevant details concerning all other third parties' rights to the Work(s). You shall indemnify HOME 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.

### **5. Non-selection of or Withdrawal of Work by HOME**

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

**5.2** HOME 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 HOME 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.

### **6. Sale of Work (Applicable to all Types of Sales) and HOME's Commission**

The sale of any Work(s) exhibited in the Exhibition by You will be subject to a payment of 30% commission ("the Commission") plus any applicable VAT to HOME. The Commission will be charged on the VAT exclusive sales price of such Work(s).

Commission payments received by HOME will be used to support the development of HOME's Visual Art programme, 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 HOME's financial processes and procedures.

## **7. VAT**

In the sale of works, HOME is acting as agent and as such the VAT status of the sale will depend upon Your VAT status. HOME will charge VAT on sales commission.

## **8. Distance Sales**

Sales possible in person only.

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

## **9. Collection of Exhibited Work**

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.

9.1 If any Work has not been removed by the date specified on the Removal Order, HOME 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 HOME without the presentation of a correctly completed Removal Order, either by the Artist or the Purchaser.

Notwithstanding Clause 9.1, 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 HOME 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 10.2 or for HOME's general charitable objects.

Notwithstanding Clause 9.1, 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 HOME and You will be responsible for any transportation costs. If HOME has to transport the Work(s) back to You, it will charge You for the cost of transportation and insurance.

## **10. Online Access**

**10.1** While HOME endeavours to ensure that the Website is available 24 hours a day, HOME 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 HOME's control.

## **11. Intellectual Property Rights**

**11.1** 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).

**11.2** By submitting a Work(s), You consent to Greater Manchester Arts Centre Limited Trading As HOME ("HOME") for the following purposes:

**11.2.1** 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;

**11.2.2** 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;

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

**11.3** The consent set out in Clause 11.2 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.

**11.4** 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. HOME will install notices in the Exhibition indicating that photography is permitted provided it is for personal and non-commercial use. HOME 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).

## **12. Limitation of Liability**

**12.1** Except as provided in this Clause 12, HOME 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.

**12.2** HOME 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.

**12.3** Subject to clause 12.2, HOME 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 HOME, which is only while the Work(s) is at HOME. If You suspect any such damage, You must notify HOME before the Work(s) is collected otherwise HOME will not be liable for any such damage.

**12.4** 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).

**12.5** Subject to Clause 12.4, the entire liability of HOME 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:

**12.5.1** the value of the Work(s) as stated on the Entry Form or

**12.5.2** the value of the Work(s) determined in accordance with the valuation process set out in Clause 12.6, and in either case, if the Work(s) is for sale, less the amount representing the HOME's commission and any posting and packaging costs.

**12.6** If HOME 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 HOME provided that the valuer's determination shall not exceed HOME's maximum liability in accordance with Clause 12.5. 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 HOME 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 HOME's maximum liability.

### **13. Third Parties**

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

### **14. Force Majeure**

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

### **15. Severance**

**15.1** 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.

### **16. Entire Agreement**

**16.1** 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.

## **17. Law and Jurisdiction**

**17.1** 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.

## **Instructions for Entering Work to the Manchester Open**

### **1. Process of Entry**

**1.1** You should complete the online Application form and submit your work online using digital photographs to participate in the selection process.

**1.2** The deadline for registering to enter the Manchester Open **and** submitting the digital photographs of your work online is 23:59 on Monday 7 October 2019. Entries cannot be submitted after this deadline.

**1.3** The Manchester Open Selection Panel will then make their selection based upon digital submission.

**1.4** Confirmed participants will be notified week beginning Mon 5 Nov 2019. Due to the expected high volume of applications, we are unable to offer individual feedback if unsuccessful. If your work is selected, you will receive an entry pack containing further information.

**1.5** The final list of exhibitors for the Manchester Open will be announced week beginning Monday 11 November 2019.

### **2. Delivery of confirmed works**

Works should only be delivered to HOME if they have been selected for presentation by the Manchester Open Selection Panel and after you have received specific instruction to do so from HOME. Notification will be sent by email requesting that works be delivered on a specified day.

Transportation will not be organised by HOME and expenses associated with transportation will not be borne by HOME. The Artist is responsible for all transportation costs.

### **3. The Manchester Open selection panel**

All submitted digital images of works, will be considered and placed before the Manchester Open selection panel for judging.

HOME reserves the right to replace any member of the Manchester Open Selection panel at its discretion.

Due to the high volume of expected submissions, the Manchester Open Selection panel are unable to offer feedback.

### **4. Framing and Glazing**

**4.1** All two-dimensional works submitted **are preferred** framed. **The use of simple, neutral coloured frames is strongly encouraged.** Metal, glass and Perspex clip frames are not acceptable.

**4.2** 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.**

**4.3** HOME may need to affix attachments to the frame should your work be chosen for the Exhibition. Existing attachments may be removed if required.

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

**4.5** We suggest that you add soft padding to all corners of your work for transportation.

## **5. Inadmissible Work**

**5.1** The following types of work are inadmissible:

- works that are over the specified size limit of 244 x 350cm (excluding sculpture, where any one part should not exceed 200cm on the longest side and the total weight must be no more than 1,000kg when packed);
- works that have already been exhibited in city centre Manchester;
- 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.

## **6. Pricing of Work and Sales Procedure**

**6.1** Please refer to the Guide for Pricing Your Artwork for information on how to price your work should you wish to make the work available for sale. This price cannot be changed and will be printed in the List of Works and online.

## **7. Exhibitors**

**7.1** Successful entrants to the Manchester Open will receive an invitation to the Exhibition Preview, which takes place in the ground floor main gallery of HOME on Fri 17 January 2020.

## **8. Collection of Work from HOME**

**8.1** At the close of the Manchester Open works that are exhibited must be collected from HOME between Mon 16 March and Saturday 21 March 2020 on presentation of a signed Removal Order.