

1. DEFINITIONS

1.1 "Exhibition Administrators" means Picton Castle Studios Ltd

1.2 "PCS" means the Picton Castle Studios Ltd.

1.3 "PCS Website" means the website located at www.pictoncastlestudios.com

1.4 "Works" means all artistic works.

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 the exhibition is specified on the PCS Website.

3. SIZE

3.1 The size of Works to be provided is the exterior frame size (maximum 1m to include the frame on the longest side).

4. FRAMES

4.1 All Works must be exhibition-ready. Works should be sufficient to withstand mirror plating for hanging purposes.

4.2 No hooks or wire. This is to prevent damage to other works.

4.3 Metal frames and clip frames are inadmissible. Glazed Works with unprotected glass edges are inadmissible. Diffused Picture glass is unacceptable. Frames and mounts of an unusual colour, size or design may prejudice the chance of selection.

5. DELIVERY OF WORKS

5.1 Works should be delivered **wrapped** with identification labels. Please complete all labels carefully and attach to the Works. Labels must state: the acceptance number supplied by PCS, the title, name of artist, inside dimension, selling price (i.e. £500 if not registered for VAT and £500 + VAT if you are), VAT number (if applicable).

6. SUBMISSIONS

6.1 Our open submission exhibitions are open to artists in the UK, EU, and outside the EU.

6.2 There is a submission fee of £15.00. Artists aged 21-25 at the time of the submission of their Works to PCS are entitled to a reduced fee of £10.00.

7. NOTIFICATION

7.1 PCS will publish a list of the registration numbers of all accepted Works on the PCS Website on Sunday, 11th June.

8. COLLECTION OF WORKS

8.1 Works can be collected from either Picton Castle on Monday, 31st July (between 10am and 5pm) or 19 Ryder Street, London, SW1Y 6PA on Tuesday, 1st August (between midday and 6pm). *Please let the exhibition administrators know by 5pm on 29th July whether you want your picture delivered to London.* Please ensure that arrangements are made for your Works to be collected on the day specified.

8.2 Any uncollected Works will be removed from either location shortly after the collection days and stored by an independent courier company

8.3 The Exhibition Administrators can give no information or warranty as to storage charges made by any other company.

8.4 If the Works are not collected or claimed by, or on behalf of, the relevant artist within 12 months of the last collection day (notified under clause 8.1 above), PCS will be entitled to destroy, sell, or otherwise dispose of the Works without consent and without prior notification to the artist. The artist hereby agrees that it will not be entitled to any compensation as a result of the aforementioned destruction, sale or disposal of the Works by PCS in accordance with this clause 8.4.

9. COMMISSION

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

9.1.1 Works;

9.1.2 commissioned Works; and

9.1.3 any copyright in and to such Works sold or licensed;

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

Exhibition Administrators.

9.2 Once work has been submitted to PCS, 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. Works chosen to be hung in Ryder Street will be subject to normal commission.

9.3 The price of Works stated must include commission of 35%. If the artist of the Works is registered for VAT, then the VAT due on the selling price of the Works should be included in the price entered on the form.

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. THE GALLERIES ARE USED FOR VARIOUS PURPOSES AND YOU ARE ADVISED TO INSURE YOUR WORKS AGAINST ALL RISKS.

11.2 The Exhibition Administrators will endeavour to take good 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% plus VAT) 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 PCS 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. DISQUALIFICATION

14.1 PCS reserve the right to disqualify any Work if the artist has failed to adhere to these Terms and Conditions.

THE SIGNING OF THE PCS 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.