



## The Worshipful Company of Painter-Stainers

### PAINTERS' ART SALE

#### Terms and Conditions

1. These Terms and Conditions relate to the online exhibition of work entitled "Painters' Art Sale" (the '**Exhibition**'), launched to provide financial support to artists and to the charitable work of the Painters' Company Charities.
2. Artists aged 18 or over on 1 January 2020, of any nationality living or working in the UK, are invited to enter a maximum of TWO original figurative, representational or abstract works to the Exhibition. The Exhibition is organised exclusively online by Painters' Company Charities (**CHARITY REGISTRATION NUMBER: 1135314**, the '**Company**'), a separately registered subsidiary charity of The Worshipful Company of Painter-Stainers ('**Painter Stainers-Company**'). Employees of the Painter-Stainers Company are not eligible for entry.
3. All works are available for sale online at [www.painterstainersart.com](http://www.painterstainersart.com) on a sales platform created specially for the Exhibition. All works will be available for an initial four-month offer period, commencing 7 September 2020 and ending on 31 December 2020. However, this offer period may be extended at the sole discretion of the Company. Further works for sale may also be invited from participating artists.
4. There is no charge or registration fee for entering a work into the Exhibition.
5. Acceptable media may include oil, tempera, acrylic, ink, vinyl, watercolour and any dry mediums. We encourage you enter new, fresh paintings or drawings, especially if made specifically for the Exhibition. Prints, photography, video and sculpture will not be accepted. Otherwise, there are no limitations on size and your work(s) may be offered framed, mounted or unframed. All works must have been completed within the last two years.
6. The Company reserves the right to reject or remove any work they consider unsuitable, might expose the Company to the risk of legal proceedings and/or reputational damage, or if the artist has failed to adhere to these Terms and Conditions. The Company's decision shall be final and no correspondence shall be entered into.
7. All works must be for sale and all works in the Exhibition will be offered at the same fixed price of £300 per work. All sold works shall remain on the website, labelled as 'Sold', for such period as determined by the Exhibition administrator.
8. A charge of £100 will be deducted from the proceeds of each sold work. This charge will be retained by the Company and will be used to further its charitable aims ('**Charity Fee**'). The Company is a separately registered subsidiary charity of the

Painter-Stainers Company and is not currently registered for VAT. As a result, no VAT invoice will be raised by the Company, even where an artist is registered for VAT. Those artists who are registered for VAT are responsible for declaring VAT on their remittance of £200 and for maintaining his/her own records.

9. In the event that the Company does register for VAT then such amounts will be added to the Charity Fee and a VAT invoice will be raised.

10. To enter one or two works, complete the entry form provided by the Company. You must complete your own personal details, together with the details as required of the work(s) you are entering. You must return this form and image(s) by email as soon as possible to [admin@painterstainersart.com](mailto:admin@painterstainersart.com) along with one digital image of each work in jpg format and under 5MB. Visitors to the website will be encouraged to expand your image to appreciate the quality of your work. As our aim is to showcase only good quality work by emerging and established artists at an accessible price, it is recommended you provide us with an image of the best quality. However, this image should not be manipulated or otherwise artificially or digitally enhanced.

11. Return your completed form and image(s) by Monday 7 September in order to take advantage of our launch promotion. However, work received after this date and throughout the following four-month offer period will also be welcomed. Work received after 7 September 2020 will be uploaded onto the website and included in further promotional campaigns (for example, in the run up to Christmas 2020).

12. You do not need to send or hand in your work(s) to us at any time. Delivery of sold work is the responsibility of the artist. After a work is sold and electronic payment by the buyer confirmed, you will be contacted by the Exhibition administrator who will provide instructions where to send the sold work. Failure to respond within 48 hours of being contacted by the administrator may lead to the cancellation of the sale. We expect you to package the work securely and to provide suitable protection to its surface. Works must be dispatched to the address provided within 7 days of the date of sale. The Company will not be liable for any damage, delay or loss to works while in transit.

13. A payment of £5.00 from the Company's remittance will be transferred to you to cover the cost of delivery to the purchaser. This payment will be sent at the same time as the proceeds of the sale by netting against the Charity Fee. The purchaser is not liable for the delivery charge. Any amount above £5.00 incurred for delivery will be met by the artist.

14. The copyright of all work uploaded onto [www.painterstainersart.com](http://www.painterstainersart.com) will remain the property of the artist and by entering a work the artist confirms they hold all intellectual property rights to that work. Any enquiries about copyright will be referred to the artist. However, it is a condition of entry that the artist grants the Company a right to reproduce an image of their work(s) on its sales platform and, furthermore, agrees to its use in whole or part for the wider promotion of the Exhibition.

15. The Company will collect and retain personal data supplied by the artist in accordance with the General Data Protection Regulation (GDPR). It will only be used for processing your entry to the Exhibition and for administering a sale. Your personal information will be kept securely and will not be shared with any third party not directly involved with the Exhibition or otherwise used without the express consent of the artist.

16. By entering one or more works you agree to read and accept these Terms and Conditions and, furthermore, you agree to accept any subsequent amendments, variations or other changes to the Exhibition's format that the Company may decide to make. The Company may seek verification of an artist's eligibility to enter work to the Exhibition.

17. All artists entering work shall indemnify and keep indemnified the Company against any actions, claims, proceedings, losses, liabilities, charges, costs and expenses which the Company may incur arising out of any breach of these Terms and Conditions by the artist or in connection with any actual or alleged financial or contractual arrangements between such artist and any agent (other than Painters' Company Charities) or any other third party. You warrant that the information you supply is accurate and is not misleading.