

These Terms & Conditions apply to all OAS exhibitions

TERMS AND CONDITIONS

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1. DEFINITIONS

1.1 "OAS" means the Oxford Art Society.

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

2. GENERAL CONDITIONS

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

3. SUBMISSIONS

3.1 Our exhibition is open to current OAS members.

3.2 There is a non-refundable submission fee for all exhibitions unless stated to the contrary.

4. SALES AND COMMISSION

4.1 Unless otherwise advised, the OAS will charge a commission on the total price paid for works sold during, or as a result of an exhibition managed by the OAS.

4.2 Once work has been submitted to the OAS, any sale affected by the OAS before or during the exhibition shall take precedence and supersede one made privately. Any private sale will incur the normal commission.

4.3 The price of Works stated must include the commission of 25% plus VAT. With the exception of works for which foundry fees are applicable, in which cases foundry costs will be deducted before commission is calculated. 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.

4.4 The price for the Works provided is the catalogue 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 OAS and the artist of the relevant Works.

4.5 Delivery of work including responsibility for postage and packing will be the responsibility of the artist. Sold work must be delivered to the buyer within a timely manner.

5. INTELLECTUAL PROPERTY RIGHTS

5.1 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.

5.2 The OAS 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 Administrators' websites, in workshop presentations and on information screens throughout the exhibiting gallery and any media now known or hereafter devised.

6. INDEMNITY

6.1 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.

7. PERSONAL DATA

7.1 The OAS will hold the personal data supplied by the artist on the OAS submission form, in accordance with the General Data Protection Regulation (GDPR). 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 7.2 below.

7.2 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.

8. DISQUALIFICATION

8.1 The OAS 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 OAS.

THE COMPLETION OF THE OAS 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.