

Gallery Exhibitions and Exhibitors

Terms, Contract and Loan Agreement

Please read the National Botanic Garden of Wales' (the Garden) Exhibitions Policy for information and criteria relating to how exhibitions are agreed and offered.

The Gallery is generally open daily to Garden visitors 364 days per year. It is also used by the Garden as a corporate venue for day time and evening events including weddings and meetings. This means that, on occasion, the Gallery may be closed for a limited period.

In general, exhibitions should be wall hung and 2 dimensional as the Gallery is also used for corporate functions.

1. Purpose

This Agreement expresses the organisational and administrative arrangements and the respective rights and responsibilities of each party in relation to an Exhibition of Works by the Exhibitor/Organisation at locations within the Garden for the Period of Exhibition described in the Schedule.

The Agreement is framed in a spirit of collaboration and partnership to bring benefit to the interpretative, artistic, economic and other ambitions of the Garden and to support the artistic aspirations of the Exhibitor/Organisation.

Unless otherwise stated, the Works for exhibition in the Gallery are agreed to be on loan to the Garden (and may be for sale by the Exhibitor during or return to the Exhibitor after the Period of Exhibition).

2. Delivery/Collection of Work

It is agreed that the Exhibitor is responsible for:

1. Collection and transportation of the Work(s) to and from the Garden and any associated packing and unpacking
2. Arranging any appropriate insurance on the Work(s) for the period of transit to and from the Garden
3. Arranging any insurance required for the period of the Exhibition (if value exceeds the insurance levels set out below)

The Garden will issue a receipt when the Work(s) is/are delivered to the Garden. This document will act as the record of receipt of the item of Work and will contain a statement as to the condition of the item at point of acceptance into the Garden.

3. Installation or Hanging

The Garden will provide all necessary advice and assistance to the Exhibitor/Group who is responsible for: the planning and layout of the Exhibition; its physical installation and positioning

and hanging in the Gallery; and removal/dismantling of the Works. In all cases this is subject to those arrangements being agreed in advance with the Garden's appointed representative. In the event of any disagreement over installation, hanging, or positioning the Garden reserves the right to make the final decision.

Once positions are identified, works that are hung will not normally be moved without reference to and consent by the Exhibitor/Organisation. Depending on the nature of the Work it may be necessary to reposition or move these items either for temporary or longer-term periods. This will usually be for example to allow routine or other operational maintenance. The Garden retains the absolute right to reposition items should it need to do so for such reasons.

4. Storage Space

The Garden Gallery has no storage space and Exhibitors are therefore generally expected to remove, store and return their own packing materials at the time of hanging/demounting/transporting the exhibition. Only exceptionally can any other arrangements be agreed and this must be done in writing and well in advance.

5. Maintenance

The Garden undertakes to exercise the same care with the Works as it does with comparable property of its own. It also undertakes that it will be responsible for routine maintenance¹ of the Work during the Period of the Exhibition.

It is understood by both parties that all tangible objects are subject to gradual inherent deterioration for which neither party is responsible. Where the emerging maintenance requirement is considered by the Garden to be more intricate or onerous than simply "routine" the Garden will consult with the Exhibitor/Organisation and reserves the right to request that the work be done by the Exhibitor/Organisation within a specified period or the Work be removed from the Exhibition.

Equally, the Garden respects the Exhibitor/Organisation's right to withdraw the item from the Exhibition in the event of disagreement between the parties over the Work's maintenance.

6. Exhibition Costs

No charge will be made to exhibitors for their use of exhibition space in the Gallery.

The Exhibitor/Group is responsible for payment of the costs of

- transportation of the Works to and from the Garden
- installation, dismantling, hanging and removal of the Works
- Insurance of the Works in transit up to point of delivery/installation in, or removal from, the Gallery.

The Garden is responsible for meeting the cost of:

- Insuring the Works within the terms of its existing insurance coverage² for the Period of the Exhibition.

¹ This means routine and superficial dusting/wiping of internal exhibits. It specifically excludes application of any substances or techniques that might require specialist knowledge or affect the substance or materials of the works.

- Design, content, printing and distribution of any publicity issued by the Garden in association with the Exhibit
- Agreed routine maintenance of the Work during the Period of Exhibition

7. Publicity

The Garden will generate publicity for the Exhibition either as part of its overall marketing arrangements, or on occasion as part of particular promotion exercises. The Garden will be responsible for the design, content, printing and distribution of such publicity. The Exhibitor is invited to provide such contribution as he/she may feel fit but as a minimum is required to supply the Garden with a biography, description of the Works and supporting detail and background information, link to the Exhibitor/Groups' own web site, and an Exhibitor's statement.

The Garden, through the Head of Marketing, will generally circulate information and publicity about the exhibition on a regional basis, predominantly through its own electronic media and networking or press contact existing lists. A press release may be written, at the Garden's discretion, and the exhibitor is expected to cooperate in the preparation of this. Exhibiting exhibitors are expected and encouraged to circulate information to extend the reach of publicity and attract any particular individuals and/or specialist audiences.

8. Private View or Launch Event

By prior agreement a private view or launch event can be accommodated if the Exhibitor/Group wishes. Any costs associated with this (including for drinks and other refreshments, or for service requirements or extended caretaking) are the responsibility of the Exhibitor/Group. A limited list of named guests will be allowed free entry to the Garden for such an event. All arrangements for this must be made at least a month in advance.

9. Education and Public Engagement Activities

Exhibitors/Groups are invited and encouraged to provide learning and/or public engagement activities for their exhibitions. Advice and assistance on this is available from the Garden's Interpretation Co-ordinator or the Head of Marketing.

10. Security Arrangements and Environmental Control

The Gallery is not directly supervised and invigilated. During normal opening hours the Garden staff are present in adjacent areas only. Exhibitors/Groups who wish to invigilate their own Exhibitions are able to do so. The Gallery is kept locked each night.

The Gallery does not have an environmental control system. Heating is provided during winter months for comfort of visitors as/when necessary and at the discretion of the Garden. The lighting is provided by energy efficient spot lights.

² Cover for Gallery Exhibitions is £10,000 total (£500 per item)

11. Ownership of the Work

With the exception of any Work purchased by the Garden, all Works are deemed to be loaned to the Garden for the Period of Exhibition. Ownership remains vested in the Exhibitor/Group unless and until any sale is concluded with a buyer.

12. Pricing and sales arrangements

The Garden may offer its view on sale pricing of the Works but the Exhibitor retains the right to make the final decision on a price to be agreed by the Garden.

Any sales contract, invoice or receipt issued by the Garden will be in the Garden's standard terms.

It is agreed that, unless specifically excluded from this agreement, the sale price on any item of the Works may be discounted at the discretion of the Garden in support of Special Events or Promotions at the Garden. Such discounts shall not exceed 10% of the Agreed Sale Price without prior reference to and agreement by the Exhibitor/Group and shall be funded in equal amounts from the sales proceeds falling to each party.

12.1. Sale Price

A Ticket Price will be agreed for each item before display. This will constitute the Sale Price plus VAT at the prevailing rate.

12.2. Commission

Commission at a rate of 30% of the Agreed Sale Price (and therefore excluding VAT) is due to the Garden on sales of the Works during the Period of Exhibition.

12.3. Purchase by the Garden

Where an item of Work is purchased outright by the Garden the sale price shall be the sale price agreed between the parties less the amount of Commission due to the Garden.

12.4. Payments

Where an item of Work is sold, the Garden will inform the Exhibitor/Group who will invoice the Garden for recovery of the cost of the Work sold. The Garden will remit to the Exhibitor/Group the invoice amount equal to the Agreed Sale Price less 30% Commission (plus VAT in the event of the Exhibitor/Group being registered for VAT). The payment may be made by cheque or, if previously agreed and arranged, BACS transfer.

The Garden will provide an account to the Exhibitor/Group within 30 days of the close of the Exhibition detailing sales, receipts, VAT, Commission due to the Garden and payments made to the Exhibitor/Group.

13. Private or Studio Sales

All Works exhibited shall be deemed "for sale" except those which the Garden has agreed to accept on a "not for sale" basis.

For the Period of the Exhibition, Exhibited Work may only be sold through the Garden. Studio or private sales of the Exhibited Work(s) at the Garden which are concluded during this period will result in Commission becoming payable to the Garden in accordance with Paragraph 8.2.

14. Loss/Damage to Work: Insurance

For the Period of Exhibition the Garden undertakes that the Works are included within the scope of the Garden's Property and Liability insurance coverage and that the insurance will be maintained during the whole of that period. Values attributable to the Works and disclosed to the Insurers will be the Agreed Value recorded in the Schedule to this Agreement.

In the event of a claim being made upon the insurance any Excess or Deductible applicable will be borne equally by the Parties.

15. Copyright

Because the Gallery is part of the publicly accessible area of the Garden photography by visitors and others is to be anticipated and accepted.

It is agreed that copyright in respect of unsold Works in the Exhibition remains with the Exhibitor/Group. The Exhibitor/Group gives permission to the Garden to use images of the Work for print, publications, e-publications, web, postcards, banners, display panels, information leaflets and all other forms of publicity material. The Garden has the Exhibitor/Group's permission to distribute images for press and media coverage of the Exhibition and the Garden's activities generally. The Exhibitor/Group respects and accepts that the Garden will retain all such images on its central image bank for future use and reference.

16. Credits and Moral Rights

The Garden undertakes that the Exhibitor will be credited whenever the Work is exhibited during the Exhibition or specific image of the Work is published by or on behalf of the Garden. General or broad promotional images of the Garden which may contain the work will not necessarily feature attribution.

17. Force Majeure

In the event of circumstances outside the reasonable control of either party arising which render performance of any obligation under this Agreement delayed or prevented neither party will be responsible for compensating the other.

18. Extension or amendment

Any extension or amendments to this Agreement must be agreed in writing and signed by the authorised representative of the Garden and by the Exhibitor/Organisation or their authorised/accredited agent.

19. Arbitration

In the event of any dispute or difference arising between the parties in connection with the Agreement which the parties themselves cannot resolve it is agreed that the dispute or difference will be referred for determination by an Arbitrator agreed by both parties.

20. Cancellation

This Agreement may be terminated by either party by giving 30 days notice of termination in writing. In such circumstances unsold Works shall be removed from the Garden within 10 days after the end of the notice period at the Exhibitor/Group's expense.

National Botanic Garden of Wales Contract and Loan Agreement:

Please sign below and return to Lyndsey Harris-John, Head of Trading and Admissions - to accept the above terms for your exhibition.

Name and Contact details of exhibitor/Lender:

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Title of exhibition:

Exhibition Dates:

Agreed Delivery/Collection Date:

Date and Signature of Garden staff member taking receipt of items for loan

(to be completed on day as items received from lender):

Agreed Return Date:

Date and Signature of lender or person responsible for taking receipt of items on behalf of exhibitor *(to be completed on day as items returned):*

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Total Insurance value of exhibition or exhibit:

Highest Value item and price *(only applicable if more than one item)* :

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Any special conditions to the loan? :

Authorisation

This agreement is endorsed:

For and on behalf of The National Botanic Gardens of Wales (either by the Director or by the nominated Exhibitions organiser)

Signature

Printed Name

Position.....

Date.....

By or on behalf of the Exhibitor/Group or his/her accredited agent

Signature

Printed Name

Position.....

Date.....

