

# WATSON ARTS CENTRE EXHIBITION SERVICE CONDITIONS

This document should be read in conjunction with the Watson Arts Centre Exhibition Service Fee Schedule.

This document explains what you can expect when presenting an exhibition at Watson Arts Centre. If you have any questions please don't hesitate get in touch with us.

## DEFINITIONS

- TERRITORY refers to the Australian Capital Territory, the registered proprietor of the Watson Arts Centre.
- MANAGERS & CPS refer to Canberra Potters' Society Inc., the lessee of the Watson Arts Centre.
- WAC means Watson Arts Centre.

- 1 When an exhibition proposal is accepted by CPS an agreement is entered into between CPS and the Exhibitor/s for the provision of exhibition services by the Managers for the agreed exhibition period.
- 2 The fee for this service will be as per the currently advertised exhibition service fees.
- 3 A **\$50** cleaning bond is required and will be included in the initial invoice. The cleaning bond will be refunded as soon as practicable after the demounting date provided that the gallery, kitchen, foyer, verandah and store rooms are left in a clean and tidy state and that plinths, partitions, gallery walls and floor, etc. have been returned to the state they were in prior to the exhibition installation.
- 4 The agreement will not be secure, and no action will be taken by the Managers in providing for the exhibition, until a deposit equivalent to 50% of the exhibition service fee plus a \$50 cleaning bond is paid. The Managers will issue an invoice for this amount that will list payment options.
- 5 The balance of the service will be payable 14 days prior to the installation date specified by the Managers. An invoice for the balance will be issued by the Managers.
- 6 In the event of cancellation (whether in writing or otherwise), any deposit paid by the Exhibitor/s shall be forfeit unless the cancellation is more than 3 months prior to the installation date. Cancellations more than 3 months prior to the installation date will attract a cancellation fee of \$25.
- 7 The Exhibitor/s appoint the Managers as their agent for the purpose of the sale of the exhibited works in this exhibition. During the period of the exhibition, customer orders or commissions for new work by the Exhibitor/s that are received or initiated by the Managers are deemed to be covered by this agreement. The Managers will not act as the exclusive agent for any other works by the Exhibitor/s.
- 8 The Managers make sales on behalf of the Exhibitor/s on a consignment basis. When work is sold the Exhibitor/s in effect enter into a contract with the customer, with the Managers acting as an intermediary on behalf of the Exhibitor/s. For this service the Managers charge commission on all sales at the rate of 25% including GST of an exhibit's retail price (or the retail price less its GST component if the Exhibitor is registered for GST).
- 9 An Exhibitor, if registered for GST, must include GST in the retail prices provided to the Managers. It is the GST-registered Exhibitor's responsibility to pay to the Australian Tax Office the GST component of the retail price of any items sold.
- 10 Items sold whilst on exhibition will be paid for in a single payment (less commission) as soon as practicable after the close of the exhibition, with the exception of transactions for items, orders or commissions that have not been completed at this time – these will not be paid for until full payment has been received from the purchaser.
- 11 Prior to the exhibition an Exhibitor must provide the Managers with their ABN, GST status and bank account details for the payment of exhibition sale proceeds. If an exhibitor does not have an ABN they can provide a declaration acceptable to the Australian Tax Office of their tax status (eg hobbyist, overseas visitor, etc.)

- 12 An Exhibitor licenses the Managers to edit and use photographs, images and texts for use in publicity material about the exhibition, Canberra Potters' Society Inc and Watson Arts Centre prior to, during and subsequent to the exhibition.
- 13 **No** double-sided sticky tape, mirror tape, or Velcro dots are to be used on the gallery walls, partitions or plinths (use of these will cause the cleaning bond to be forfeited). If removable adhesives, eg BluTack, are used, all traces must be removed. If in doubt, consult the Managers. Catalogue numbers must be removed from plinths, walls, partitions and floors when demounting the exhibition.
- 14 Any damage to the walls, partitions, floor and plinths must be made good. Holes must be filled, sanded back and repainted. Plinths, walls and partitions are not to be painted with anything other than the paint specified by the Managers. Before repainting anything, the Managers should be notified so that the correct paint can be confirmed.
- 15 The Exhibitor/s are responsible for the hanging/installation of the exhibition although curatorial assistance is available. Exhibitors are also responsible for demounting of the exhibition and removal of the works. Any specific requirements the Exhibitor/s may have concerning the installation of the exhibition that may impact on the plinths, partitions, etc. should be discussed with the Managers and authorisation obtained prior to the installation date.
- 16 The Managers reserve the right to reject work from exhibition in the Gallery if the work is deemed unsuitable or to require rehangng/different placement of works that are not presented at an acceptable standard, this to be at the expense of the Exhibitor.
- 17 Late installation of works and/or late provision of catalogue/sales listing information may result in exclusion of those works from the catalogue/sales list.
- 18 The Exhibitor/s will remove all work by the final demounting date/time specified on the front page of this agreement.
- 19 The Exhibitor/s will be liable for any damage incurred to WAC resulting from the installation or removal of the exhibition.
- 20 The Exhibitor/s understand that insurance of exhibits whilst on the WAC premises or in transit to or from the premises is the Exhibitor's responsibility. Neither the Managers nor the Territory accept any responsibility for exhibits.
- 21 Neither the Managers nor the Territory can be held liable or responsible for damages incurred to Exhibitor's equipment.
- 22 If failure or fault occurs in the period between installation and demounting in the mechanical systems, electricity supply or lighting of WAC, neither the Territory nor the Managers shall be liable for any loss or damage to exhibits or equipment supplied by the Exhibitor occasioned thereby.