



The Horton Summer Exhibition

Terms & Conditions of Entry and Sale of Your Work

These Terms and Conditions (“the Terms”) apply to your entry of one or more artworks (“the Work(s)”) in The Horton Summer Exhibition and the facilitation of the sale of your Work by The Horton either during or after the Exhibition.

Please read these Terms carefully before completing Your Entry Form and Submitting Work. Together with the Instructions for Entering Work to the Summer Exhibition (“the Instructions”), they will form a contract between You and The Horton.

The Exhibition will take place at The Horton Arts Centre, Epsom between 1st and 21st August 2024.

“You” and “Your” shall refer to the person submitting the Work and potentially selling the submitted Work.

The Horton is a charity registered in England and Wales number 1167510 (Horton Chapel Arts & Heritage Society).

I. Entry Form and Price

1.1 The £5 price per entry is displayed on The Horton’s website and the Application Portal through CuratorSpace (“the Website”) and is inclusive of VAT. When you register to enter the Exhibition you will complete an online Entry Form and pay Your entry fee.

1.2 Your Entry Form must be fully completed and submitted by You strictly in accordance with the Instructions, which can be found below. Failure to do this will mean that any Work submitted under the Entry Form is inadmissible and will be withdrawn from the selection process for the Exhibition.

1.4 You will not receive a refund if You submit and later withdraw Your application. The entry fee is non-refundable.

1.5 The Horton does not retain your card details. Processing of your application payment is done through CuratorSpace.

1.6. Artists selected for the Exhibition will receive an email confirmation from The Horton, followed by an invoice emailed from The Horton for payment of Your Exhibition Fee (£25 or £10 for full-time students aged under 23.)

1.7 If the Exhibition Fee has not been paid by Wednesday 17 July, then the place will be retracted and the application fee shall not be refunded.

2. Who May Enter Work into The Horton's Summer Exhibition?

You may submit Work to the Exhibition if:

2.1 You are the Artist or creator of the Work, or You are expressly authorised as a personal representative to submit the Work(s) on behalf of the Artist. If you are so authorised,

2.2 The Artist will be aged 16 or over on the closing date of 10th June 2024

2.3 You (the Artist) is resident in Surrey.

2.3 You agree to be bound by these Terms and assume the liabilities set out in these Terms.

3. Ownership and Submission of Work

3.1 By submitting Your Work, You confirm that each Work is in a condition to withstand the normal rigours of handling and display at The Horton.

3.2 By submitting Your Work, You confirm that each Work is free and clear of any liens, claims, encumbrances or restrictions, that the use of the Work under these Terms will not infringe upon or violate the rights of any person or entity.

3.3 If You must own all of the rights, title and interest in and to a Work. You shall indemnify The Horton against all losses, liabilities, costs and expenses in respect of claims made by third parties alleging partial or total ownership of the Work or any rights in the Work, including intellectual property rights.

4. Refusal of or Withdrawal of Work by The Horton

4.1 The Horton may accept or decline any Work submitted for the Exhibition entirely at its own discretion. The Horton's decision and that of the appointed judges is final.

4.2 The Horton reserves the right to deny admission or withdraw a Work from the Exhibition if for any reason the Work, or any circumstances surrounding the display of the Work, appear to expose The Horton to potential or actual damage to its reputation, risk of

legal proceedings or enforcement including, without limitation, the alleged breach of third party intellectual property rights.

4.3. Work (including frame) that is larger than the size stated on the entry form may be rejected and the fee shall not be refunded.

5. Sale of Work (Applicable to all Types of Sales) and The Horton's Commission

5.1 The sale of any Work exhibited in the Exhibition by You will be subject to a payment of 20% commission ("the Commission") (plus any applicable VAT) to The Horton.

5.2 The Commission will also be payable to The Horton where the sale of any Work is made as a direct result of its display in the Exhibition. All substantive enquiries and negotiations between a potential purchaser and You regarding the sale of any Work, along with any sale once concluded, shall be immediately notified to The Horton.

5.3 Commission payments received by The Horton will be used to support The Horton's general charitable activities and maintenance of the building. The Commission will be taken by The Horton in the form of a deposit ("the Deposit") equal to the Commission (inclusive of any VAT) from the intending Purchaser at the time the Purchaser offers to buy the Work.

5.4 For the purposes of any sale of Your Work(s), The Horton's role is strictly limited to introducing the Purchaser to You. The Horton does not have any authority to negotiate or conclude the sale of Your Work. All sales of Work shall be subject to the terms of sale You put in place between You and the Purchaser.

5.5 When a Purchaser pays their Deposit to The Horton in respect of any Work for sale, this Deposit constitutes an offer by the Purchaser, to you, to purchase the Work in question ("the Offer to Purchase").

5.6 If the sale is not concluded for any reason as a result of a default under the contract between You and the Purchaser, You shall have no claim to the Deposit. The Horton reserves the right to retain the Deposit as its Commission.

5.7 Any disputes relating to a sale of Your Work shall be resolved directly between You and the respective Purchaser without The Horton's involvement.

5.8 The Horton will provide the Purchaser's details to You for the purposes of completing and fulfilling the purchase ("Purpose"). This will include the following personal data ("Personal Data") belonging to the Purchaser: name; telephone number; email address; postal address. You hereby agree to comply with all relevant data protection legislation in respect of such personal data. Specifically, You will:

- Process the Personal Data only for the Purpose
- Comply with all reasonable instructions given to You by The Horton relating to the processing of the Personal Data;

- Keep the Personal Data confidential and only provide access to it in order to achieve the Purpose;
- Have appropriate measures in place to protect the security of the Personal Data;
- Not engage any third party to process the Personal Data.
- Notify us immediately if you: (i) become aware that the Personal Data has become subject to breach or unauthorised access; or (ii) receive any formal request from the Purchaser in relation to the Personal Data specifically (such as to access it, or have it deleted).

Please note that The Horton will not have obtained any consent for You to send marketing or other material, whether electronic or otherwise to the Purchaser and you should obtain such consent if You wish to contact the Purchaser in the future.

6. VAT

6.1 If You are registered for UK VAT You will be required to provide the Purchaser with a VAT invoice for the full sale price of the Work(s). All arrangements regarding the sale of the Work(s) shall be made in writing.

7. Collection of Non-Exhibited Works

7.1 If You have been asked to deliver your Work for a final round of judging, and it is not accepted for the Exhibition, You must either collect Your Work in person from The Horton by the agreed date or arrange for it to be collected.

7.2 If any Work has not been collected within two weeks of the final collection date for non-exhibited Works the Work will be deemed to have been abandoned by You such that title to the work will pass to The Horton and The Horton shall be entitled, without notifying You, to sell or otherwise dispose of such Work and to use the proceeds of any such sale for its general charitable objects.

8. Delivery and Collection of Exhibited Works

8.1 Work selected for the Summer Exhibition must be delivered on Friday 26th July, Saturday 27th July or Monday 29th July.

8.2. Work must be wrapped in protective cover with D-ring fixings already in place. The Work should be labelled on the reverse with the Artist's name, Title of the Work and Sale Price of the Work.

8.3 If the selected Work is not delivered in time, then the Work will not be included in the Exhibition and the fee cannot be refunded.

8.4 No Work that has been accepted and displayed at the Exhibition may be removed prior to the close of the Exhibition on 21st August 2024.

8.5 If Your Work(s) was exhibited but not sold, You must either collect Your Work in person from The Horton on or arrange for it to be collected, between the following times:

Wednesday 21st August: 4pm – 5.30pm

Thursday 22nd and Friday 23rd August 9.15am to 4.30pm

Saturday 24th August 9.15am - 11am and 3pm - 4pm only.

8.6 If the Work has been sold, You will notify The Horton by email enquiries@thehortonepsom.org as soon as full payment has been received so that the Work can be collected by the Purchaser.

8.7 If any Purchased Work has not been removed by the final collection date of Tuesday 27th August (including any adjusted date as notified by The Horton), The Horton will charge a fee of £15 per week or part week per Work. The charge shall be payable by the person collecting the Work.

8.8 Notwithstanding the provision in Clause 8.7, if any unsold Work has not been removed within two weeks of the final collection date for exhibited Works (including any adjusted date as notified by The Horton), the Work will be deemed to have been abandoned by You such that title to the work will pass to The Horton and The Horton shall be entitled at its discretion, and without notifying You, to sell, keep, or otherwise dispose of such Work and to use the proceeds of the sale to cover any outstanding charges under Clause 10.3 or for The Horton's general charitable objects.

8.9 Notwithstanding Clause 8.7, if any Work that has been sold has not been removed by the Purchaser within two weeks of the final collection, You will arrange for the Work to be collected from The Horton.

8.10 Notwithstanding the above, if any Work that has been sold has not been collected within two weeks of the final collection date, the Work will be deemed to have been abandoned by the Purchaser and/or by You (as the case may be) such that title to the work will pass to The Horton. The Horton shall be entitled, without notifying You, to sell or otherwise dispose of such Work and to use the proceeds of any such sale to cover any outstanding charges under Clause 10.3 or for The Horton's general charitable objects.

9. Online Access

9.1 While The Horton endeavours to ensure that the Website ("the Website") is available 24 hours a day, The Horton will not be liable if for any reason the Website is unavailable in part or whole at any time or for any period including, without limitation, during the last 24 hours before the submission deadline. Access to the Website may be suspended temporarily and without notice in the case of system failure, maintenance, repair or for reasons beyond The Horton's control.

10. Intellectual Property Rights

10.1 By submitting a Work, You confirm that either You or the Artist hold all intellectual property rights in the Work and that You or the Artist have obtained any third party consents required for the use of third party owned material contained in the Work.

10.2 By submitting a Work, You consent to The Horton or any other third party permitted by The Horton for the following purposes:

10.2.1 taking an image of, filming or making available the whole or any part of the Work, including but not limited to the right to include the Work in any broadcast (and rebroadcast) by any broadcaster and any licensees of any broadcaster;

10.2.2 filming, broadcasting and/or reproducing the whole or any part of the Work for archival, educational, publicity and marketing (including without limitation on the Website, Exhibition posters, leaflets, private view cards, postcards and all forms of social media), press, signage, exhibition guide and for catalogue purposes;

10.3 The consent set out in Clause 10.2 is irrevocable and given without payment of any fee or royalty and includes consent to make available the Work in all media (including without limitation all forms of electronic and social media) for perpetuity and on a world-wide basis.

10.4 By submitting a Work, You agree that members of the public will be allowed to take photographs of the Work (alone or in combination with other works) for personal and non-commercial use during the Exhibition period. The Horton will install notices in the Exhibition indicating that photography is permitted provided it is for personal and non-commercial use.

The Horton will not be responsible for any use by visitors of images of the Work, including where such images are exploited commercially in violation of the permission given, or in any other way, and in such circumstances it is up to the Artist and/or You to defend Your intellectual property rights in the Work and any other applicable rights.

11. Limitation of Liability

11.1 Except as provided in this Clause 11, The Horton shall have no liability to You or the Artist whatsoever for any loss of business or profits, loss or damage to reputation, or for any indirect or consequential loss or damage of whatever nature, howsoever caused, whether occurring in contract, tort (including negligence) or otherwise arising out of or in connection with the Exhibition.

11.2 The Horton will take appropriate measures to guard against any damage during exhibition. If You suspect any such damage, You must notify The Horton before the Work is collected, otherwise The Horton will not be liable for any such damage.

11.3 Specifically, The Horton shall not be liable for any deterioration or wear and tear to the Work, or any loss, damage or destruction (including damage to frames) which arises:

11.3.1 through the ordinary course of handling the Work whether included in the Exhibition or not;

11.3.2 as a result of the way the Work is made (including Your choice of materials) or assembled

11.4 Nothing in these Terms shall have the effect of limiting or excluding either party's liability to the other for death or personal injury caused by its own negligence.

11.5 Subject to Clause 13.4, the entire liability of The Horton arising out of or in connection with the Exhibition, whether in contract, tort (including negligence or breach of statutory duty) or otherwise, shall not exceed:

11.5.1 the sale value of the Work as stated on the Entry Form; or

11.5.2 the value of the Work determined in accordance with the valuation process set out in Clause 11.6, and in either case, if the Work is for sale, less the amount representing The Horton's Commission and any posting and packaging costs.

11.6 If The Horton disputes the value of the Work or the amount of the damage to the Work, the dispute as to the value or the amount shall be referred, independently of any issue as to liability, to an expert independent valuer to be chosen by The Horton. The valuer shall act as an expert and not an arbitrator. The valuer's decision shall be final and shall be conclusive evidence of the value of the Work or the amount of the damage to the Work. The valuer's costs will be borne equally between The Horton and You. You shall not be entitled to begin or maintain any action in respect of any damage until the valuer has made a decision in accordance with this clause as to the value of the damage and such action shall then be only for the amount determined by the valuer, again subject to The Horton's maximum liability.

12. Third Parties

12.1 No third party shall have any rights under or in relation to the Terms.

13. Force Majeure

15.1 For the purposes of these Terms, a Force Majeure Event means an event beyond the reasonable control of The Horton including but not limited to strikes, failure of a utility service or transport network, act of God, terrorism, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, pandemic or epidemic or any significant resurgence thereof, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors. The Horton shall not be liable to You under these Terms as a result of a Force Majeure Event.

15. Entire Agreement

15.1 These Terms contain the whole agreement between the parties relating to the subject matter of this agreement at the date hereof to the exclusion of any terms implied by law which may be excluded by contract. Each of the parties agrees that it has not entered into these Terms in reliance on any representation, warranty, undertaking or other statement, expressed or implied, orally or in writing, given or made by or on behalf of the other party except in so far as contained in these Terms. This clause shall not apply to any representation, warranty, undertaking or statement made fraudulently or which was induced by fraud.

16. Law and Jurisdiction

16.1 These Terms and the contract of which they form part shall be governed by and construed in accordance with English law. Any disputes arising in relation to these Terms shall be subject to the exclusive jurisdiction of the courts of England and Wales.