



Call for Entries Terms and Conditions

The Holly Bush Emerging Woman Painter Prize 2021

TERMS AND CONDITIONS

1. Definitions
2. General Conditions
3. Size
4. Frames
5. Delivery of Works
6. Submissions
7. Notification
8. Collection of Works
9. Commission
10. Intellectual Property Rights
11. Liability
12. Indemnity
13. Personal
14. **Conditions of Entry**
15. Disqualification
16. **Covid - 19**

1. DEFINITIONS

1.1 "Exhibition Administrators" means Ecclestone Art.

1.2 "EA" means Ecclestone Art. "HBPP" means Holly Bush Painting Prize

1.3 "HBPP Website" means the website located at
<https://www.hollybushpaintingprize.com>

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

1.5 The Exhibition is to be made up from work submitted to this Call for Entries and chosen by a panel of judges. Each work chosen will be exhibited at Burgh House Hampstead London NW3 1LT from Wednesday 7th July until Sunday 11th July 2021.

*Covid-19 pandemic means that special restrictions may be in place

1.6 One Artist will be chosen from the Exhibition to receive *The Holly Bush Emerging Woman Painter Prize 2021*. Runner-up prizes will also be awarded these are unspecified and liable to change (please see the website for updates).

2. GENERAL CONDITIONS

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

2.2 Further specific regulations and fees for each exhibition are specified on the HBPP Website.

3. SIZE

3.1 The size of Works to be provided is the exterior frame size.

4. FRAMES

4.1 All accepted Works must be exhibition-ready and have D hooks.

4.2 There should be no projections whatsoever from the back of the works.

5. DELIVERY OF WORK

5.1 Works should be delivered wrapped and clearly labelled by 10.30 am on Tuesday 6th July 2021. Works will not be accepted earlier and failure to deliver on time will result in the artist forfeiting their place in the exhibition.

6. SUBMISSIONS

6.1 All Artists must be resident in the UK, female (or identify as female) and over the age of 18. Selection for the exhibition will be made solely on the artwork submitted, but to be eligible for *The Holly Bush Emerging Woman Painter Prize 2021*, the entrant must provide an artist's statement that demonstrates how this award would impact their opportunity to expand their practice and how they aim to develop and further their career. This statement should be no more than 300 words.

If an artist wishes to have the opportunity to exhibit and the chance to win the runner-up prizes they may submit without the artist's statement.

6.2 There is a non-refundable submission fee to the exhibition.

7. NOTIFICATION

7.1 EA will publish a list of the successful applicants on the HBPP Website no later than 3 days after selection.

8. COLLECTION OF WORKS

8.1 Exhibited work that is unsold must be collected at the end of the exhibition on Sunday 11th July between 4.30 and 5pm. Work that is not collected will be taken from the premises at Burgh House, Hampstead and storage will be at the expense of the artist. The Works will be destroyed or sold after 3 months.

9. COMMISSION

9.1 Unless otherwise advised, the EA will charge a 38% commission on the total price paid for:

9.1.1 Works commissioned before, during, or as a result of an exhibition managed by the Exhibition Administrators. This commission is 38%.

9.2 Once work has been submitted to HBPP, any sale affected by the Exhibition Administrators before or during the course of the exhibition shall take precedence and supersede one made privately. Any private sale will incur the normal commission.

9.3 The price of Works stated must include commission of 38%.

9.4 The price for the Works provided is the 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 Exhibition Administrators and the artist of the relevant Works. The Exhibition Administrators reserve the right to query the price of Works.

10. INTELLECTUAL PROPERTY RIGHTS

10.1 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.

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

11. LIABILITY

11.1 The Exhibition Administrators and/or their agents undertake no responsibility whatsoever for any loss of, or any damage to, Works entrusted to them, whether arising from fire, default, error, neglect or theft by carriers, packers or other persons and whether in their own employment or not, or otherwise howsoever and all goods are at artist owner's risk absolutely and the Exhibition Administrators and/or their agents exclude all liability to the maximum extent permitted by law. BURGH HOUSE IS USED FOR VARIOUS PURPOSES AND YOU ARE ADVISED TO INSURE YOUR WORKS AGAINST ALL RISKS.

11.2 The Exhibition Administrators will endeavor to take safe care of Works sent for exhibition, but in the event of a Work sent for exhibition being lost, destroyed or damaged the Exhibition Administrators' liability (if any) shall not in any event exceed the value of the work as stated on the submission form (less 45%) or any altered price subsequently notified to the Exhibition Administrators.

11.3 The Exhibition Administrators shall not be bound by the price stated on the submission form and in the event of any dispute arising as to the amount of any such loss or damage, whether or not liability is disputed, the dispute shall be

referred for arbitration, independently of any issue as to liability, to an independent expert valuer to be chosen by agreement between the parties, provided always that the arbitrator's award shall not exceed the Exhibition Administrator's maximum liability in accordance with sub-paragraph 11.2 hereof. The arbitrator's award shall be final and shall be conclusive evidence of the amount of the loss. The artist shall not be entitled to begin or maintain any action at law in respect of their loss until the arbitrator shall have made a determination in accordance with the terms of this sub-paragraph and then only for the amount so awarded.

12. INDEMNITY

12.1 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.

13. PERSONAL DATA

13.1 The Exhibition Administrators will hold the personal data supplied by the artist on the submission form, in accordance with the Data Protection Act 1998. 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 13.2 below.

13.2 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.

14. **CONDITIONS OF ENTRY** Entrants must be able to comply with conditions (5) and (8). The winner **must** attend the Prize-Giving on Wednesday 7th July 6.30 pm. (see below statement on Covid -19). Please do not enter if you are unable to comply with these conditions. The winner will be expected to provide a statement in the Spring of 2022 to demonstrate how they have benefitted from this award.

15. DISQUALIFICATION

15.1 EA 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 EA and HBPP. The entry fee is non-refundable.

16. COVID-19

At the time of publication – 5th March 2021 – the Covid-19 pandemic is causing us all to change our daily life and the way we conduct business. Entries will open on the 8th March at 9 am and close on 6th June at midnight. If circumstances allow then

the exhibition and prize-giving will take place, as originally planned, on 7th July. If Covid-19 restrictions mean that we cannot hold the exhibition on those dates, then we shall endeavour to find a new date for when the restrictions are lifted. If this can take place within two months of the original date, then winners will be announced at the new date. If it cannot, then the winners will be chosen digitally and announced no later than 22nd September 2021.

THE ENTRY OF THE SUBMISSION FORM AND PAYMENT OF THE ENTRY FEE 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 ARTIST.

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