

**UPSTAIRS GALLERY  
TERMS AND CONDITIONS  
September 2017**

- 1 The gallery is a community project run by the Way Inn Trust, which also manages the Post Office and Bookshop. Any surplus that the Trust makes through the Upstairs Gallery will be donated to local charities.
- 2 The exhibition will be open for visitors on Monday -Saturdays, 10am-4pm. Exhibitors are welcome to help staff the gallery and this would enable an opportunity for artists to generate discussion with, and feedback from customers.
- 3 The gallery is above the Post Office in Berkhamsted and accessed via stairs (unfortunately we do not have disabled access).
- 4 The curators' decision over the acceptance of work is final and we will not enter into any discussion.
- 5 Your work is accepted in the gallery for the submission fee. The submission fee can be made by cash, card or cheque (payable to Upstairs Gallery). Each piece of work submitted must have a submission form and a label attached with the artists name and title of the piece and the relevant payment in a named envelope.
- 6 We will take a commission on all sales of 24% (including VAT). Upon the sale of your work, the retail price less the gallery commission will be paid to you within 30 days of the end of your exhibition period. This will be done by bank transfer, unless agreed with us otherwise. Please provide us with your bank details promptly.
- 7 All artwork in the gallery remains the property of the artist/maker until it is sold. Sales proceeds less commission are the property of the artist.
- 8 If an exhibiting artist is commissioned to make a piece, where initial contact was made through the gallery, commission of 24% is payable to the gallery by the artist.
- 9 Pricing of art pieces is the responsibility of the artist, although we will offer advice if we consider your work to be either over or underpriced.
- 10 We will select where in the gallery the work is placed for curatorial, safety, security or marketing reasons, and reorganize the display as we consider necessary.  
**(Framing (please pay special attention)).** We hang work on the wall from a flexible hanging system of hooks hanging from rails. We do not put nails or screws into the walls. It is important that frames are robust, - no loose fixings, no clipframes, and nothing is broken. Professional framing of your work will help its presentation and sales potential. **There must be D rings screwed into the back of the frame no more than one third of the way down from the top.** Deep box frames do not generally hang well on our system, but may sit on shelves – please discuss with us in advance. Please consider the design of the frame too – very ornate frames are difficult to fit in with other work. You are selling a complete artwork to the customer which includes the frame so it has to be of sellable quality. We can hang some work unframed. Canvases on stretchers can be hung from D rings attached to the stretchers at the back. Works on paper or card can be hung from the hooks using bulldog clips. Textiles can be hung from a rod through a sleeve at the top, with a ring at each end of the rod. If you have any queries please discuss with us in advance.)
12. You may have up to two works in the browser, maximum A2 in size. Each must have a cardboard backing and be covered in clear cellophane. The name of the artist, title of work, medium and price should be on a label on the back. Up to 10 greetings cards will also be accepted for sale and should be in a cellophane envelope with the artist's name and price on a label on each card.
13. Whilst the utmost care will be taken of all work submitted, the Upstairs Gallery will not be liable for any damage to, or theft of, work and entrants are strongly advised to arrange their own insurance for works accepted . We have no storage facilities. Please bring and collect your work at the times we specify.
14. We publicise and advertise the gallery within the resources available to us. This includes the website, emails to our mailing list, social media and local advertising and print media. This may include special events. However, artists may like to supplement this by carrying out their own publicity.
15. We will ask selected exhibitors to provide a medium resolution jpg photograph and brief details for our website. This may be used by the gallery in publicising the exhibition.
16. Standard copyright practice is adhered to. The artist, by accepting this artist's agreement confirms that all work submitted is their own. The gallery shall not be liable for infringements of copyright by the artists. By signing this document, artists give consent for use of images of their work for promotional purposes and for publications produced by the Upstairs Gallery, including on the gallery's websites.