

CRANE COURT GALLERY SUMMER EXHIBITION



Crane Court Gallery Summer Exhibition

Art on the Square Mile

Terms and Conditions of Entry, and sale of works

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

The Exhibition will take place at the Gallery.

“You” and “Your” shall refer to the person submitting the Work(s) and potentially selling the submitted Work(s). Please read these Terms carefully before completing Your entry form (“the Entry Form”) as, together with the Instructions for Entering Work(s) to the Exhibition (“the Instructions”), they will form the contract between You and the Gallery.

1. The Gallery

- 1.1 The Gallery is the trading name of London & City Geranium Limited, a company registered in England and Wales number 14778812, whose registered office is at 2 Burgon Street London EC4V 5DR. The Gallery’s VAT number is GB 4428 932 75.
- 1.2 For information requests, please contact us at info@cranecourtgallery.co.uk:

2. Entry Form

- 2.1 Your Entry Form is non-transferable so that only You will be able to use it. In the event of misuse of Your Entry Form, the Gallery reserves the right to ban You from entering the forthcoming Exhibition and any Exhibition in the future.
- 2.2 Your Entry Form must be 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 Failure to do this will mean that any Work submitted under the Entry Form is inadmissible and will be withdrawn from the selection process for the Exhibition.

3. Submission and ownership of Work

- 3.1 By submitting Work(s), you confirm that You are the Artist or creator of the Work(s), or You are expressly authorised as a gallery, agent or other representative to submit the Work(s) on behalf of the Artist or are expressly authorised by the estate of a deceased Artist to do so. If you are so authorised, You agree to be bound by these Terms and assume the liabilities set out in these Terms.
- 3.2 You must ensure that each submitted Work conforms to all applicable health and safety standards and regulations. You agree to indemnify the Gallery, its staff and visitors to the Exhibition for any loss, damage, cost or expense which results or arises from a breach of such standards and regulations.

CRANE COURT GALLERY SUMMER EXHIBITION



- 3.3 By submitting Your Work(s), You confirm that each Work is in a condition to withstand the normal rigours of handling and display at the Gallery.
 - 3.4 By submitting Your Work(s), 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, and that to the best of Your knowledge and belief the Work has not been exported from any country and shall not be imported into the United Kingdom in violation of any applicable laws or regulations.
 - 3.5 If You do not own all of the rights, title and interest in and to a Work, You must expressly inform the Gallery in writing of all relevant details concerning all other third parties' rights to that Work. You shall indemnify the Gallery 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.
 - 3.6 If You are submitting Work(s) from abroad then taxes may be levied at the port of entry into the UK. You will not list the Gallery as the importer of the Work(s). You agree to indemnify the Gallery for any charges or taxes incurred by it as a result of (1) the importing of the Work(s) for the purposes of display in the Exhibition and (2) for any back taxes due from You to HMRC on or arising from any sale of the Work(s).
- 4. Acceptance or Refusal of, or Withdrawal of Work by the Gallery**
- 4.1 The Gallery may accept or decline any Work submitted for the Exhibition entirely at its own discretion. The Gallery's decision is final.
 - 4.2 The Gallery 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 the Gallery to expose it 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.
- 5. Sale of Work (Applicable to all Types of Sales) and the Gallery's Commission**
- 5.1 You provide the Work to the Gallery for exhibition and sale on a consignment basis. You remain the owner of the Work, until sold. The Gallery acts as Your agent. You accept that the Gallery does not promise any particular outcome from its sales efforts.
 - 5.2 The Gallery does not charge You any commission for representation or exposure.
 - 5.3 The sale of any Work exhibited in the Exhibition by You (including all prints or cast sculptures from an edition allocated for sale) will be made by the Gallery on your behalf as your agent and all payment for the sale of any work will be taken by the Gallery.
 - 5.4 You will agree a sale price ("the Sale Price") for the Work with the Gallery. The price at which the Work is sold will be the Sold Price.
 - 5.5 The Gallery will charge a commission ("the Commission") of 50% of the Sale Price (or the Sold Price if different), and You will receive 50%, of the Sale Price (or Sold Price,

CRANE COURT GALLERY SUMMER EXHIBITION



if different), after the Gallery and You have accounted for Value Added Tax (VAT). For details of the application of sales and purchase VAT, please see section 6 below.

- 5.6 The Commission will also be payable to the Gallery where the sale of any Work takes place within twelve months after the close of the Exhibition, or where that sale is made as a direct or indirect 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 Gallery.
- 5.7 In accordance with anti-money laundering legislation, the Gallery (and You) may be required to make identification and screening checks on Purchasers. All sales are subject to satisfactory completion of these checks, which must be carried out before any Work is released to Purchasers. The Gallery shall have no liability for any delay caused to, or cancellation of, purchases where these checks cannot be completed satisfactorily.
- 5.8 You agree that the Gallery may negotiate any price reductions requested by a customer up to 10% of the Sale Price. Any greater discounts will be discussed and agreed with You first. The Sale Price net of any agreed discount will be the Sold Price.
- 5.9 The Gallery is fully responsible for the customer contact, for invoicing the customer, and shipping the artwork to the customer. Shipping costs after the sale to move the artwork to its new owner are at Your expense but may be charged by the Gallery to the customer.
- 5.10 The Gallery will inform you when a sale has been confirmed and cleared funds have been received from the customer. You will then invoice the Gallery for Your 50% of the Sold Price. The Gallery pay You within 30 days of receiving Your invoice.
- 5.11 You are responsible for any production costs involved in preparing the Work for exhibition in the Gallery to include art supplies, accommodation, packaging, frames, et cetera.
- 5.12 The Gallery is responsible for the production costs of the Exhibition to include rent, painting the walls, promotion materials, PR services, food and drink during the opening.

6. VAT

- 6.1 The Gallery is registered for VAT and the Gallery's commission of 50% is inclusive of VAT, where applicable.
- 6.2 You may be registered for UK VAT in the UK. If You are registered for UK VAT, your 50% of the Sold Price will be inclusive of VAT, where applicable and You will be required to provide the Gallery with a VAT invoice for Your 50% of the Sold Price. This means that:
- 6.3 Where You are registered for VAT:

Your 50% of the Sold Price will be inclusive of VAT, such that Your invoice to the Gallery for 50% of the Sold Price will be inclusive of Your output VAT at 20%.

CRANE COURT GALLERY SUMMER EXHIBITION



For example, if the Work is sold for £6,000, inclusive of VAT, You will invoice the Gallery and receive £3,000, inclusive of £500 VAT.

6.4 Where You are not registered for VAT:

Your price will be 50% of the ex VAT Sold Price of an Artwork.

For example: if the Work is sold for £6,000, You will invoice the Gallery and receive £2,727.27. The gallery will retain £3,272.73, of which it will be liable to pay VAT of £545.45 to HMRC, thus retaining net £2,727.27.

7. Collection of Works

7.1 No Work that has been accepted and displayed at the Exhibition may be removed prior to the close of the Exhibition.

7.2 Before the close of the Exhibition, You will be informed of the specified period in which Your Work(s) must be collected.

7.3 If any Work has not been removed by the final collection date specified on the Removal Order (including any adjusted date as notified by the Gallery), the Gallery will charge a fee of £25 per week or part week per Work. The charge shall be payable by You, or the person collecting the Work.

7.4 If any unsold Work has not been removed within three months of the final collection date for exhibited Works (including any adjusted date as notified by the Gallery), the Work will be deemed to have been abandoned by You, such that title to the work will pass to the Gallery and the Gallery 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 7.3.

8. Online Access

8.1 While the Gallery endeavours to ensure that the Website ("the Website") is available 24 hours a day, the Gallery 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 Gallery's control.

9. Intellectual Property Rights

9.1 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.

9.2 By submitting a Work, You consent to the Gallery and/or any other third party permitted by the Gallery for the following purposes:

CRANE COURT GALLERY SUMMER EXHIBITION



- 9.2.1 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 (including but not limited to the BBC) and any licensees of any broadcaster;
 - 9.2.2 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, gallery guide and for catalogue purposes;
 - 9.2.3 rephotographing the Work, if required, for the Exhibition, the online list of works and sales platform, and uses mentioned in clause 9.2.2;
 - 9.2.4 and reproducing the whole or any part of the image(s) which You have supplied to the Gallery for the purposes set out above.
- 9.3 The consent set out in Clause 9.2 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.
- 9.4 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 Gallery will install notices in the Exhibition indicating that photography is permitted provided it is for personal and non-commercial use. The Gallery 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.
- 9.5 You may not use the Gallery's logo and/or registered trade marks (whether registered in the UK or elsewhere), for any reason including but not limited to advertising your own work, without the prior, written approval of the Gallery. A list of the Gallery's UK registered trade marks can be viewed at trademarks.ipo.gov.uk.
- 10. Limitation of Liability**
- 10.1 Except as provided in this Clause 10, the Gallery shall have no liability to You and/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.
- 10.2 The Gallery will take appropriate measures to guard against any damage. However, the Gallery will only be liable for damage to a Work to the extent that such damage arises while the Work is in the care, custody and control of the Gallery, at the Gallery

CRANE COURT GALLERY SUMMER EXHIBITION



from the date on which You deliver Your Work to the Gallery, to the date when the collection period ends. If You suspect any such damage, You must notify the Gallery before the Work is collected, otherwise the Gallery will not be liable for any such damage.

10.3 Specifically, the Gallery 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:

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

10.3.2 as a result of the way the Work is made (including Your choice of materials) or assembled (including in accordance with any instructions You have given to the Gallery for assembly/display);

10.3.3 if the Work contravenes the Instructions for Entering Work to the Exhibition.

10.4 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 or caused by its fraud (including fraudulent misrepresentation).

10.5 Subject to Clause 10.4, the entire liability of the Gallery 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:

10.5.1 the value of the Work as stated on the Entry Form; or

10.5.2 the value of the Work determined in accordance with the valuation process set out in Clause 10.6, and in either case, if the Work is for sale, less the amount representing the Gallery's Commission and any posting and packaging costs.

10.6 If the Gallery 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 Gallery provided that the valuer's determination shall not exceed the Gallery's maximum liability in accordance with Clause 10.5. 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 Gallery 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 Gallery's maximum liability.

11. Third Parties

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

12. Force Majeure

CRANE COURT GALLERY SUMMER EXHIBITION



12.1 For the purposes of these Terms, a Force Majeure Event means an event beyond the reasonable control of the Gallery 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 Gallery shall not be liable to You under these Terms as a result of a Force Majeure Event.

13. Severance

13.1 If a court or any other competent authority finds that any provision of the Terms (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed deleted, and the validity and enforceability of the other Terms shall not be affected.

14. Entire Agreement

14.1 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.

15. Law and Jurisdiction

15.1 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.

CRANE COURT GALLERY SUMMER EXHIBITION



Instructions

for Entering Work(s) to the Square Mile Summer Exhibition (“the Exhibition”)

These Instructions for Entering Work(s) to Exhibition (“the Instructions”) apply to your entry of one or more artworks (“the Work(s)”) in the Crane Court Gallery’s (“the Gallery”) Exhibition and the facilitation of the sale of your Work(s) by the Gallery either during or after the Exhibition.

“You” and “Your” shall refer to the person submitting the Work(s) and potentially selling the submitted Work(s). Please read these Instructions carefully before completing Your entry form (“the Entry Form”) as, together with the Terms and Conditions of Entry to the Exhibition (“Terms”), they will form the contract between You and the Gallery.

1. Process of Entry

- 1.1 You should complete the Entry Form and submit Your Work(s) online using digital photographs by the deadline given in the exhibition schedule. Entries will not be accepted if submitted after the deadline.
- 1.2 If your application is successful, You will be notified announced on the date given in the exhibition schedule.

2 Delivery of Works

- 2.1 Works should only be delivered to the Gallery if You have been notified that your application was successful. Notification will be sent by email requesting that Your Work(s) be delivered on specified days. The date on which You deliver Your Work(s) will depend on the type of work You have submitted. Delivery dates are given in the exhibition schedule.
- 2.2 Any Work delivered outside of the times given in the exhibition schedule may not be accepted.
- 2.3 Transportation will not be organised by the Gallery and expenses associated with transportation will not be borne by the Gallery.
- 2.4 For sculpture, You should not deliver display plinths for Your Work(s), except by prior agreement with the Gallery. Otherwise, plinths will be provided by the Gallery for exhibited Works. If Your sculpture has specific requirements for display, please contact us to discuss, but the final display decision no protrusions or rests with the Gallery, and the arrangement of the Works is entirely at the discretion of the Gallery.

3 Framing and Glazing

- 3.1 Two-dimensional Works submitted are recommended to be framed

CRANE COURT GALLERY SUMMER EXHIBITION



3.2 In the event that You choose to submit an unframed Work, it will be strictly at Your own risk. The Gallery may decide at its absolute discretion to frame the Work, and any cost of doing so will be deducted from your sale proceeds.

3.3 Frames must have hanging fixtures on the reverse.

3.4 Any Work that comprises more than one part must be clearly identified as one work.

3.5 We suggest that You add soft padding to all corners of Your Work(s) for transportation.

4 Pricing of Works and Sales Procedure

4.1 You will be required to state the Sale Price You wish to charge for Your Work(s) on Your Entry Form. The Sale Price is subject to agreement with the Gallery, and the Gallery at its discretion may increase or decrease the Sale Price. Prices will be printed in the Catalogue and online. No changes to prices stated on the Entry Form may be made after the Entry Form has been submitted.

4.2 All prices stated on the Entry Form must include: the Gallery's Commission plus VAT; and VAT on Your share where applicable (i.e. if You are registered for UK VAT).

5 Deposits and Delivery of Works to Purchaser

5.1 The Gallery will take payment for any sales of Works either in person at the Gallery sales desk or by online or direct bank payment.

5.2 In accordance with anti-money laundering legislation introduced in 2020, the Gallery is required to make identification and screening checks on buyers for high-value orders. This may also apply where Your Work(s) is/are included in a high-value sale of multiple works. The necessary checks will be processed by the Gallery prior to Your receiving confirmation of Your sale. All sales are subject to satisfactory completion of these checks, which will be carried out before the Gallery releases any Work to a Purchaser.

6 Collection of Works from the Gallery

6.1 At the close of the Exhibition, Works that are exhibited must be collected during the period given in the exhibition.

6.2 Please refer to the Terms & Conditions of Entry, particularly clause 7, for further details regarding collection of Works and the consequences of non-collection.

CRANE COURT GALLERY SUMMER EXHIBITION



Appendix

Square Mile Summer Exhibition Schedule 2025

In the event of an unforeseeable circumstance, please note that some dates may be subject to change.

Submissions

Digital Submission Period Opens:	Tuesday 1 April 2025
Digital Submission Period Closes:	Monday 2 June 2025
Results announced:	Monday 30 June 2025

Delivery of Works to the Gallery

Between [Tuesday 1 July] and [Friday 11 July] (delivery timetable sign-up will be sent out to successful applicants)

Exhibition

Exhibition Opening Date:	Thursday 31 July 2025
Exhibition Closing Date:	Thursday 28 August 2025

Collection of unsold works

Friday 29 August to Friday 5 September 2025 (excluding weekends) (collection timetable sign-up will be sent out)