

The Glasgow Art Club
Terms and Conditions of Display for Exhibiting Artist Members
as of **1st November 2023**

This document specifies the terms and conditions under which **Exhibiting Artist Members** of the Glasgow Art Club may participate in its **Members Exhibitions**. A **Members Exhibition** being either:

- an **all member exhibition** normally open to all Exhibiting Artist Members of the Club;
- a **joint members exhibition** featuring the work of two or more Exhibiting Artist members who have arranged for such with the Club's Gallery Convener;
- a **member's solo exhibition** featuring the work of a sole Exhibiting Artist member who has arranged for such with the Club's Gallery Convener;

From time to time member exhibitions may involve non-member artists when organised in collaboration with another organisation or institution; or when a non-member artist is invited to participate as a guest by an exhibition's organiser.

- 1. Exhibiting Artist Membership** – a member is considered to be an Exhibiting Artist Member if either:
 - a. they have been elected as such after consideration of a submitted portfolio of examples of their work by the Club's membership selection panel; or
 - b. their work has been subject to consideration and selection by other means, such as for example, an open call exhibition to which the Club has been party; or
 - c. they have obtained complimentary Exhibiting Artist membership as a prize for work that they have submitted to an exhibition that has been judged by the Glasgow Art Club.

 - 2. Exhibition Participation** – Members Exhibitions are open to all paid up Exhibiting Artist members without involving selection unless oversubscribed, in which case the exhibition's organiser will attempt to ensure that every submitting artist has at least one exhibited work.

 - 3. Exhibition & Event Organisation** – the Club is reliant upon the voluntary efforts of its members to organise and stage its programme of exhibitions and events overseen by exhibition and event sub committees. **All Exhibiting Artist members are encouraged** to contribute to the Club's wellbeing by whatever means they feel most able to do so. For example assisting with exhibition hanging, promoting exhibitions and events via their own social media channels, organising an event, exhibition or performance, staging a demonstration, workshop or lecture.

 - 4. Permitted number of submitted works** – as stipulated by each exhibition's brief. By default for an all member exhibition staged in the main ground floor galley space this will normally be:
 - up to three larger works for display in the Main Gallery space; plus
 - two smaller works not exceeding circa 50cm in either height or width for display in the Small Works Gallery adjacent to the ground floor bar.
-
- 3. Permitted work**
- a. Unless otherwise stated in the exhibition schedule, all submitted work should be original work produced by one or more Exhibiting Artist members.
 - b. Submitted work may be produced using any media or materials that do not pose a health and safety risk. This includes photography and reproduced prints (etching, linocut, lithograph etc). In the case of the latter the means of reproduction and number of editions should be clearly stated.

- c. All submitted work should be dry at time of submission and clearly labeled using the label form that can be downloaded from <https://glasgowartclub.co.uk/membership/exhibition-entries/>.
- d. The work should be framed or otherwise presented in a form that allows it to be hung from the hanging rails in each of the Club's exhibition spaces. Framed work and unframed stretched canvases should be capable of accepting a screw in 'L' hook penetrating at least 1cm into the frame or stretcher bar. For this reason metal and plastic frames are not suitable. Any D rings should be covered over with tape or removed to minimise the risk of storage scratches.
- e. The Gallery Convener has the right to reject any work which he/she considers to be either unsuitable for public display or unfeasible to hang.

4. Submission process

- a. Each submitted work must be accompanied by a completed submission label, copies of which can be downloaded from <https://glasgowartclub.co.uk/membership/exhibition-entries/>, Part A should be firmly adhered to the back or base of the work, part B to the front so as to be visible when the work is hung for the purposes of producing the exhibition's schedule and part C retained by the submitting artist.
- b. Additionally the back of each submitted work must be labeled so as to indicate the submitting artist's name and at least one means of contacting.
- c. Exhibiting Artists are encouraged to deliver their work within the delivery window specified by each exhibition's brief ensuring that it is handed over to a member of staff or a member of the hanging team. **The Club reserves the right to not accept works received after 11:30am on the exhibition's first hanging day.**
- d. **all submitting members are encouraged to upload images and details of their work** – see under 'Online display of work' below.

5. Packaging

- a. Exhibiting Artists are asked to remove and retain any delivery packaging. The Club cannot guarantee safe keeping of any packaging that has not been removed.
- b. Exhibiting Artists are responsible for re-packaging unsold or not selected works at time of collection.

6. Insurance – the Club does not take responsibility for the insurance of exhibited work whilst under its custody. Submitting Artists should ensure adequate insurance if this is of concern.

7. Online display of work

- a. Exhibiting Artists are able and encouraged to use the Club's website to display and sell their work online by both:
 - uploading images and details for work that they have physically submitted to a Members Exhibition via the '**Exhibition Entries**' web page (<https://glasgowartclub.co.uk/members/submit-artwork/>); and
 - populating their own Artists' Directory listing gallery space via the '**Update Directory Listing**' web page (<https://glasgowartclub.co.uk/members/directory/update-details/>).
- b. Work featuring in an online view of a Members Exhibition that has been marked for sale will remain for sale until the online view of the exhibition closes. Once closed, the ability to purchase online will cease.
- c. All work that has a labeled price will be considered to be for sale unless subsequently marked as having been sold. Exhibiting Artists wishing to display work that is not for sale should do so by not stating a price and indicating that the work is 'NFS' or 'not for sale' in it's description.

- d. When specifying an online price, this may be either:
 - a price that excludes any shipping costs in the event of an online sale; or
 - a price that includes the cost of shipping to a UK delivery address.

Specifying the former necessitates that a prospective purchaser must firstly submit an enquiry to request purchase. Specifying the latter enables a prospective purchaser to transact a purchase there and then for a UK delivery.
- e. An online price that excludes shipping for a work appearing in a Members Exhibition should be exactly the same as that indicated on the work's physical submission label.
- f. See clause 14 below for additional terms relating to the Artists' Directory listing gallery space, **noting in particular clause 14e when work marked for sale is sold elsewhere or by other means.**

8. Sales of submitted work

- a. The Club will inform the Exhibiting Artist whenever one of their submitted works is either sold or subject to an enquiry by a prospective purchaser, indicating if any shipping is involved.
- b. By default Club Exhibition sales will not be available for shipping or collection until the exhibition closes. The Club will encourage purchasers to respect this undertaking but will relent if doing so is likely to jeopardise the sale.
- c. All sales will be subject to a commission charge levied by the Club. As deemed by the Club's Council meeting of 9th December 2020, the commission levied by the Club will amount to:
 - 30% of the indicated label price for current Exhibiting Artist members
 - 40% of the indicated label price for other participating artists.
- d. When the Club offers a discount to any member who purchases an exhibited work, it will be deducted from the Club's commission and not from the amount payable to the artist.
- e. The Club will mark the sold work as having been sold both online and physically.
- f. The Club will not release a purchased work to the purchasing party or their representative until payment has been received in full.
- g. The Club will either pay or credit the account of the member whose work has been purchased by an amount equating to the work's marked price less levied commission within three months of receipt of full payment or the closure of the exhibition, whichever is the latter.

9. Shipping sold work

- a. When a transacted sale or prospective sale involves shipping, the Exhibiting Artist can elect to either organise and pay for shipping themselves or request that the Club do so on their behalf.
- b. When the Club organises shipping on the Exhibiting Artist's behalf, then it will do so using the services of a recognised professional art courier. This will include insurance and is likely to be more expensive than the cost of shipping with an everyday goods carrier.
 - if the indicated online price of the work excludes shipping then the Club will pass the full shipping cost on to the purchaser;
 - if the indicated online price includes shipping then the Club will deduct both the actual shipping cost and commission that is due in its favour from the indicated online price.
- c. When the Exhibiting Artist elects to organise and pay for shipping themselves and the indicated online price excludes shipping, then the Club will include the additional shipping cost provided by the Exhibiting Artist in the total sale transaction. If the indicated online price includes shipping, then this will be the value of the total sale transaction. Either way the Club's reimbursement to the artist will equate to the value of the total sale transaction minus the Club's commission as a percentage of the indicated online price.

- g. Club members who purchase artwork are eligible for a 10% discount, if and only if no delivery costs are incurred. This discount will be credited to the member's account in accordance with Club rules.

10. Collection of unsold work

- a. Exhibited work should not be removed from the exhibition until after 5 pm on the exhibition's stated closing date.
- b. Any submitted work not selected for hanging may be collected during the exhibition.
- c. At time of collection, Exhibiting Artists are asked to provide the Club's staff with evidence of their submitted work in the form of 'Part C' of each submitted work's submission label.
- d. Exhibiting Artists are asked to arrange collection of their unsold work as soon as possible after the exhibition's closure. **Work remaining uncollected 28 calendar days after an exhibition's closing date will be deemed by the Club to have been abandoned** and may be disposed of by the Club as it deems fit.

- 11. Members' Solo or Joint Exhibitions** – Exhibiting Artist members whose subscription remains current, and who have been an artist member for at least twenty four months, may apply to stage either their own solo exhibition or a joint exhibition with other eligible Exhibiting Artist members without incurring a gallery hire charge. In the first instance the application should be lodged with galleries@glasgowartclub.co.uk. The application will be considered by the Club's Gallery Committee subject to the terms of a solo / group exhibition contract, a copy of which will be made available to the applicant. Approved solo or group exhibitions will normally be hung in the first floor Billiard Room Gallery space. Dates when the exhibition is to be hung, previewed, closed and taken down, as well as any events or talks linking to the event, must be agreed with the Gallery Convener and Club Manager so as to ensure that there are no conflicts with other uses of the Club's facilities and resources. Hanging and take down should be undertaken during the Club's normal opening hours while agreed hours for the exhibition's preview and any other associated events must be adhered to.

- 12. Photography, film and social media exposure** – work exhibited in the Glasgow Art Club & Gallery may from time to time appear in the background of photographs, videos, social media posts and films taken in the club by visitors and by parties given express permission by the club to undertake activities that may include using the club as a location for filming or photography or for social or other meetings. Exhibiting Artists submitting work to be exhibited in the Club do so on the understanding that their work could be so exposed.

- 13. Use of submitted work for promotion purposes** – The Club reserves the right to use imagery of any submitted work to promote exhibitions and events at the Club. In doing so the Club undertakes not to reproduce for direct commercial gain without the Exhibiting Artist's consent

- 14. Exhibiting Artist Members' Online Directory Listing** – the following terms, in addition to those above (as applicable) pertain to work that artist members feature in their online directory listing.

- a. **Eligibility** – all current Exhibiting Artist members are entitled and encouraged to create and maintain their own directory listing to display and optionally sell their work online whilst they remain a member of the Club.
- b. **Listing Closure** – the Club will undertake to close an Exhibiting Artist's listing:
 - following their resignation; or
 - if they fail to pay their subscription and a period of at least two months has elapsed; or
 - when the Club has asked them to remove work which the Club deems to be offensive or liable to bring the Club into disrepute and they have failed to do so.
- c. **Permitted Work** – as per clause 3 above.

- d. **Number of displayed works** – there is theoretically no limit on the number of works that an Exhibiting Artist is permitted to include in their listing, in practice the Club recommends limiting to about twelve in the interest of ease of display and ensuring that each work's sale status is up to date.
- e. **Work Marked for Sale** – when a displayed work has been labelled for sale:
- Commission rates and shipping arrangements will be in accordance with clauses 8 and 9 above.
 - The artist should indicate in the work's description whether the work is framed.

If a work marked for sale is sold elsewhere or by other means, the artist must take immediate action to prevent a duplicate sale by either:

- **marking the work as having been sold; or**
- **requesting that the Club does so on their behalf; or**
- **removing the work in question from their directory listing.**