



ELTHAM ART SHOW – EXHIBITION and ASSOCIATED ONLINE GALLERY
Exhibiting Artists exclusively associated with Nillumbik **

(**) Artists who

- Live or have lived in the Nillumbik Shire
- have/had an association within a recognised Nillumbik Artists Group
- have undertaken a course or residency with a registered Nillumbik Art Institution
- have been a past exhibitor at a major art exhibition in the Nillumbik Shire. ie Nillumbik Prizes and Awards

These criteria will form part of the submission process.

TERMS AND CONDITIONS 2022

Please Note: If Government restrictions/regulations necessitate, the Art Show Committee reserves the right to cancel the Exhibition and continue only with the associated Online Gallery. If this is the case, Artists will be informed of any differences in Terms & Conditions.

The Fees and Key Dates and other information for artists can be viewed at the website: www.elthamartshow.org.au under 'Info for Artists' and form an integral part of these Terms and Conditions.

1. SUBMISSIONS FOR ARTWORKS TO BE SELECTED

1.1. Categories for artworks to be exhibited at the Eltham Art Show include:

- Paintings - oils, acrylic,
- Works on paper - watercolour, pastel, ink
- Printmaking
- Photography, Photogravure
- Ceramics, glass and sculpture

1.2. Submission for consideration to be selected for hanging and display online will only be accepted via the [portal](#) on the Art Show's [website](#).

1.3. By submitting your works through the portal, you enter into an agreement with The Rotary Club of Eltham Inc, ("The Club") (including its directors, employees, agents, curators, members of the Selection Committee and Convenor of the Eltham Art Show) collectively referred to as "The Administrator" and you agree to comply with these Terms and Conditions.

- 1.4. Each artwork must be the original uncopied work of the exhibitor, have been executed during the 18 months preceding the show and must be for sale at the price nominated by the artist inclusive of GST.
- 1.5. All works are subject to selection for the show. Artists will be notified by email whether or not a work has been selected for hanging/display. Artists must ensure correct contact details (email/phone) are registered with the platform.
- 1.6. Artists whose work have been selected will be able to use their Delivery Docket for free entry to any of the public opening days i.e. excluding the Gala Opening Night.
- 1.7. Selected Artists authorise the Administrator to photograph and/or publish their work, and biographical information as provided, for the purposes of producing a catalogue or otherwise promoting the show by any means.
- 1.8. The Administrator will exercise all reasonable care in the production of Artist biographical information (as provided by the Artist) and in any catalogue but will have no liability whatsoever for any errors or omissions therein.

2. DELIVERY AND DISPLAY

- 2.1. The Administrator will exercise **all reasonable care** of the works delivered, in handling and storage under 24 hour security surveillance. It cannot be held responsible for any loss howsoever occasioned.
- 2.2. All Artists who exhibit artworks at the Eltham Art Show must have an **insurance policy** which covers loss, damage howsoever caused to their artworks while the artworks are being displayed at the Art Show, or while the artworks are being delivered, installed in or removed from the premises where the Art Show is being held.
- 2.3. All selected artwork must be made available for sale and must be delivered to the Eltham Community and Reception Centre, Main Road, Eltham at the correct time (see 2.5) and be available for display at the Exhibition during the **entire period** of the Exhibition. Refer to Key Dates at www.elthamartshow.org.au under 'Info for Artists'.
- 2.4. Artists must notify the Administrator if any selected artwork is no longer available for sale at the Show or their intention to withdraw from entry any work with no refund of fees paid. Selected Artwork so withdrawn may be substituted with the permission of the Administrator who shall consult 'The Selection Panel' if practicable.
- 2.5. Delivery of selected works **must** accord with the detailed instructions on the website and as forwarded to selected artists at time of selection. NOTE delivery can only occur on **Monday 29 August 2022 from 12 noon – 5pm and Tuesday 30 August from 9 am – 2 pm.**

3. THE SELECTION AND JUDGING PANELS

- 3.1. Refer to www.elthamartshow.org.au under 'Info for Artists' for information about selection and judging panels.
- 3.2. All decisions on selection and judging will be final and no correspondence or discussion will be entered into.

4. PRIZES AND AWARDS

- 4.1. Refer to www.elthamartshow.org.au under 'Info for Artists' for the list of prizes and awards.

5. COLLECTION OF WORKS

- 5.1. Collection of unsold works from the Eltham Community and Reception Centre must occur on either Sunday 4 September between 3 and 5 pm, or Monday 5 September 2022 between 9 am and 12 noon.
- 5.2. An additional late handling fee of \$50.00 per Artwork will be incurred if not collected by 12 noon on Monday, 5 September 2022.
- 5.3. If an Artist fails to collect his or her unsold artwork[s] at the designated time, they will be stored for a period of 14 days at the cost of the Artist. After that the Administrator may sell, in any manner they determine, and the Artist hereby agrees to pay to the Administrator all its costs and expenses incurred as result of their failure to collect the artwork[s].
- 5.4. Refer to www.elthamartshow.org.au under 'Info for Artists' for detailed collection instructions.

6. PAYMENT AND FEES TO THE ADMINISTRATOR

- 6.1. Artists whose artwork is selected for exhibition at the 2022 show will be notified and their credit/debit card automatically debited the appropriate Selection Fee of either \$10, \$20 or \$30, depending on the artwork size for each selected work.
- 6.2. The payment of Application Fees is a condition precedent for each artwork and fees are not refunded. Selection Fees are not refundable under any circumstances, even if the artworks are not received by the Administrator.
- 6.3. All selected works will be displayed concurrently on the OnLine Gallery, and for a further period (see Key Dates) on www.elthamartshow.org.au at no additional cost.

7. PAYMENT TO ARTISTS

- 7.1. All sales will be notified to the Artist on the day of sale.
- 7.2. If the Artist has provided accurate bank and contact details, the Administrator undertakes to pay by EFT to the Artist the sale proceeds less commission (inclusive of GST) plus any Prizes and Awards within 14 business days of the close of the Show. Artists will need to register current banking details on the platform. Any online sales will be paid by the platform (see the platform website for payment details).
- 7.3. GST will be included in all fees, charges and commissions. Artists must complete the GST Section thoroughly and provide relevant information. Incomplete or non-completion of the GST section will result in GST being imposed on fees, charges and commissions as applicable.
- 7.4. Prizes and Awards are deemed inclusive of any requisite GST amount

8. COMMISSION

8.1. By entering the Eltham Art Show, Artists acknowledge that the Rotary Club of Eltham Inc. is entitled to 25% commission on all sales effected by them, and that they have read and understood the above Terms & Conditions of entry and agree to be bound by them.

8.2. Artists are expected to honour the sale of a piece where the first contact was initiated through the Eltham Art Show (Exhibition or Online Gallery) during the period of the show and online sales.

9. KEY DATES:

9.1. Refer to www.elthamartshow.org.au under 'Info for Artists'.

10. CHANGES TO TERMS & CONDITIONS

10.1. These Terms and Conditions cannot be varied unless agreed in writing by the Administrator and the artist.