



Corner Livingstone and Gregory Streets
South West Rocks NSW 2431
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<https://swrcag.com.au>
ABN: 77 168 878 319

TERMS AND CONDITIONS

1. General opening and staffing information.

The Gallery is open daily from 10 a.m. to 4 p.m. with occasional closures on Mondays for preparations, changeover etc.

The Gallery hire period is weekly from Monday to Monday inclusive.

Bookings will be a minimum of two weeks and a maximum of three weeks, however, this may be negotiated with The Gallery.

The Gallery has a trained group of volunteers who are rostered on duty at the Gallery, as required.

It is preferable that the exhibiting artist is on duty as much as possible, however, we understand the pressures of work and family commitments. Please advise our Volunteer Coordinator of your requirements a minimum of four weeks prior to your exhibition.

The Hirer will need to make alternate arrangements to open the Gallery if volunteers are not available, as well as when they open outside the published days and hours.

After the Exhibition the Hirer will remove any unsold work or possessions from The Gallery, leaving room(s) clean and tidy for the next artist. Any damage to The Gallery is to be made good by the hirer or The Gallery will charge the hirer for repairs.

2. Making your booking at the Gallery

The hire fee shall be the current fee at the time of booking.

Once the Hirer has made a booking (via our Booking Calendar on the website www.swrcag.com.au), the Hirer will receive a confirmation email including helpful information on setting up at the Gallery, and an invoice for a deposit. This is non-refundable unless under special circumstances approved by the Gallery Management Committee. The Hirer will lose the deposit if they pull out within 4 weeks of the exhibition start date.

The Hirer should request LABELS for each work being displayed. This is done easily via the Gallery website. Works should not be displayed until the GALLERY LABELS (with barcode linked to our payment system) have been ordered and prepared.

3. Delivery, Installation and Removal of Works

The responsibility for the cost of packing, insurance, installation and transport to and from the Gallery of artworks will be borne by the Hirer/s, except for special exhibitions (such as the Members' Exhibition) where the Management Committee will be responsible for display.

The exhibitor's name, address, title, medium and price must be marked on or attached to the back of the work.

The Hirer is responsible for setting up any displays in their exhibition space, however may request assistance from our Volunteers if required.

Please note that the Gallery has limited storage, and we would appreciate all works being picked up promptly after an exhibition.

All works to be exhibited should be completed and presented in a professional manner. *Paintings and photography* must be ready to hang, with "D rings" about 70mm from each top corner. Smaller works, about 35mm from the top.

The Committee does not permit works to be pinned on the walls. Any work/s hung above shoulder height must be installed using a platform ladder.

Size limits may apply during certain exhibitions, and these will be advised prior to the exhibition.

Other forms of artwork such as *sculpture, ceramics, textile and fabric art, glass work, collage* may be displayed as follows:

- On the mantelpiece in each Gallery room;
- On a plinth (we have a number of sizes and shapes);
- In a glass or perspex display box (also in a variety of sizes);

The Gallery also has a tall glass display cabinet with shelving, suitable for the above types of work.

Lil's Gift Shop Studio is the Gallery's "small shop" aimed at providing tourists the opportunity to purchase a small, locally made item to take home. A booking is not required to place an item/s in the Studio, however, LABELS must be ordered in advance.

The Verandah Card Display area is a space for artists to display and sell multiple copies of printed cards showing their work. Again, LABELS must be ordered prior to display but the information needed is only name of artist and price.

The Gallery Management Committee reserves the right to refuse to display material considered unsuitable or offensive (see disputes process).

4. Advertising and promotion.

The hirer is responsible for their own commercial advertising as they see fit. The Gallery Committee will also support artists in this regard, via:

- MVAC & SWRCAG websites;
- Facebook and other social media such as Instagram;
- The display of promotional flyers.
- Occasional promotional opportunities on local NBN and Prime.

The hirer will need to supply digital promotional material for this to take place. The Gallery will also loan the Hirer an A-frame with corflute insert, for larger posters advertising the exhibition. A printing service is also available, at a reasonable cost, for artists who wish to print D4 flyers and larger posters.

5. Insurance

The Gallery has a coded entry system and a motion detection alarm system. However, the Gallery Committee does not accept any responsibility for the loss, damage or theft of consigned works during the hire period. The Hirer will need to arrange their insurance if required.

6. Definition of Visual Art

For the purpose of showcasing art at South West Rocks Community Art Gallery, "Visual Art" is defined as art created by hand using mediums for decorative or aesthetic purposes rather than for practical use. Mediums include painting, drawing, photography, hand printing, collage, fibre and sculpture. Ceramics that are produced purely for decorative rather than practical purposes are included in our definition of visual art. Patchwork quilting must be of an artistic nature, for display only.

Photography which has been digitally manipulated in any way must be identified as follows:

- Photography - basic editing that is a realistic interpretation of the object photographed

- Digital Photography - has been altered by layers, filters or an app to create an altered image or an image that looks like a painting or art work.
- Digital Art - multiple layers, filters, brushes etc used to create an original artwork. Includes compositions and collages
- Mixed Media - art made using multiple techniques, original drawings, photography and scans.
- Fine Art Photography - in order to use the title Fine Art Photography, the photographer needs to display an Artist Bio and explain their concepts and techniques along with program(s) used to create the image.

7. Sales of Artwork

Sales of artwork from the gallery by EFTPOS or cash are processed through our payment system at the front desk. Hirers will need to provide their bank details to The Gallery for payment of any sales, and at the conclusion of your exhibition you will be sent a statement to your supplied email address.

8. Shipping Procedure

Customers who require their purchased items to be shipped will be charged the flat rate, and The Gallery will bear the remaining cost of shipping if necessary.

9. Commission

Commission is payable on all sales from the gallery at the rate applicable at time of hire. Current commission as at January 2023 is 20%.

No works are to be labelled "Price on Application" (POA).

10. Cleaning

SWRCAG will be responsible for weekly cleaning of the gallery. However, artists are required to keep their display area clean and tidy, and any accidents/spillages must be attended to immediately. Wet Surface signs must be displayed on hard surfaces.

11. Copyright

The Hirer is deemed to have accepted sole responsibility for ensuring that the works exhibited by that Hirer do not infringe copyright laws.

12. Disputes

Should any disputes arise between the signatories of this Contract concerning any matter referred to herein, the disputes shall be referred to two arbitrators, one to be appointed by each party. In the event of the two arbitrators failing to resolve the dispute, it will be referred to an umpire selected by mutual consent of the arbitrators.

13. Contract Alterations

Any alterations to this contract will be made by written agreement between the signatories.

14. Donations

The Gallery donations box must be displayed and available for the community to make contributions at all exhibitions. ONLY the gallery donation box shall be placed in the gallery.

15. Recording of Visitors to the Gallery

All artists and groups using the gallery shall record visitor numbers to the gallery on the screen at the front desk, and all artists and visitors must follow current COVID procedures.

16. Gallery Alarm

All groups and artists hiring the gallery will be shown how to set the gallery alarm. The alarm shall be set each night on leaving by people hiring or manning the gallery, (see Volunteer procedures manuals). The cost of resetting the alarm off site shall be borne by the artist or group.

17. Kitchen Area & Food Preparation

The Kitchen area and all contents of the kitchen are available for the use of the Artist during their Exhibition, including for the purpose of an Opening Event. No raw food is to be prepared in the kitchen, but food can be stored in the fridge and warmed in the oven or microwave. The kitchen is to be kept in a clean and tidy condition at all times and rubbish bins must be emptied.

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