



## **ARTISTS & MAKERS POLICY - Terms and Conditions**

### **ARTIST & MAKER SUBMISSIONS - HOW TO APPLY**

VAS:

It is the responsibility of VAS to ensure information on call out documents is comprehensive and correct.

If a hang fee is required this must be made by the stated date on any call out documentation

Artists & Makers:

It is the responsibility of the artist or maker to ensure they have read all information and instructions on call out documentation.

It is the responsibility of the artist or maker to ensure all artwork details are correct such as titles and prices as information submitted at this stage will be used for labels, the exhibition catalogue, and online.

On online submission platforms, artists and makers should provide image files in JPG or PNG and no more than 3MB large. If artists and makers are having problems uploading images, VAS should advise them to use image-editing software to resize their image to approximately 1600 pixels wide and then save as a new file.

Artists and makers should save their images with their name and the title of the artwork as the file name, eg example.jpg and should not include any extra characters such as ' " & % \* ( ) < > / ~ # + =

For smaller exhibitions artists and makers will be required to submit images in PDF format along with written submission elements. All entry submission must be submitted by the stated deadlines- no exceptions to this rule

All selected works must be for sale unless specifically agreed in advance with VAS.

Unless part of a diptych/triptych etc, each artwork must have its own submission. Multiple works submitted on one submission will not be considered.

Where two or more artists or makers are collaborating on a single work, the submission will count as one of the permitted entries from each of the artists or makers. Artists and makers submitting collaborative work can use the rest of their permitted entries to submit solo works.

A link to online video or other related supporting materials can be included in the submission. If the selection committee requires a password to view the work online, please ensure this is submitted along with your submission link.

Work that has been shown in the named venue, in other VAS Exhibitions or RSA, SSA or RSW exhibitions should not be submitted.

## **RESTRICTIONS**

Work that has been shown previously or shown with VAS or work that has previously been shown in any SSA, VAS or RSW Annual Exhibitions Should not be submitted.

No reproductions or copies of any kind will be accepted.

Work in clip frames will not be accepted.

Printed reproductions of artworks will not be accepted

All pre-selected works need to be delivered to and collected from the gallery by the artist or maker, or a nominated representative or courier. VAS is not obliged to assist with the shipping and collection of work.

## **SELECTION**

It is the responsibility of VAS to ensure that all artists and makers who submit to programme activity are treated equally and fairly in line with our Equalities, Diversity and Inclusion Policy, and that there are clear and transparent selection criteria and procedures which are adhered to.

It is also the responsibility of VAS to ensure all information relating to submissions are named in a way that mitigates any unconscious bias, and all personal information is stored securely and in line with GDPR regulations.

Where selection is undertaken in collaboration with partners of third parties, it is the responsibility of VAS to outline the policies and procedures to the partner organisations.

Selection of certain works may be made with conditions and suggestions by the curatorial committee and may require a site visit and/or further discussion. If this is the case, we will contact you directly.

Where payment of fees to artists and makers are involved, VAS will commit to ensuring they are paid in line with recommended Scottish Artist Union rates.

## **PRE-SELECTION**

Pre-selection results will be via log in through the OESS profile if applicable, on the date stated in open call, we do not email results out to you for work submitted via the OESS system. We will remind you to check in via newsletter and social media. We regret that we cannot offer feedback on the results of the selection.

For smaller exhibitions and residencies that have been submitted via email rather than OESS, email notification will be sent to inform of outcome. Depending on the scale of exhibition and applications, some feedback on unsuccessful applications may be offered.

All works that are pre-selected online are still subject to final selection by the panel on delivery to the gallery

Only works that have been pre-selected via the online submission process will be accepted on the hand-in day.

## **FINAL SELECTION**

All works that are pre-selected online are still subject to final selection by the panel on delivery to the gallery. This assessment is to ensure that the work is exhibition ready, and is neither damaged or not reflective of what was submitted. In the unlikely event that works are not included in the final selection, these should be uplifted from the venue on the date detailed in your notification email. If an artist or maker has had to come from afar, VAS can arrange storage for smaller works until the end of the exhibition.

We regret that we cannot offer feedback on the results of the selection.

Work selected for the exhibition may be subject to an admin fee per artist or maker (one payment per artist or maker regardless of number of selected works). This must be paid by the stated date by bank transfer or payment link we will not take cash or paypal.

## **EXHIBITION HAND - IN, INSTALL AND DEINSTALL**

It is the responsibility of the artist or maker to provide VAS with the ACCEPTED work/s to the exhibition venue on the named date. It is also the responsibility of the artists or maker to

arrange delivery of works either in person or via a courier, and to have any relevant transport insurances in place or to confirm with the courier that they have appropriate insurances.

It is the responsibility of the artist or maker to condition check the work before delivery if arriving via a third party such as a courier. VAS cannot be held responsible for damage that occurs whilst not in its care.

It is the responsibility of VAS & artists or makers to sign in the work on arrival to a venue and condition check the work. If a courier has been arranged this responsibility must be made clear to them by the artist or maker.

If there are any issues with damage or condition, it is the responsibility of VAS to contact the artist or maker and make them aware of the situation.

It is the responsibility of the artist or maker to ensure all work is equipped with the appropriate fittings for display as outlined in the relevant call out details.

For 30 x 30 works artists and makers must be current VAS artist or makers. 30 x30 work will only be accepted on the stated hand in dates or by post to a named location by a stated date.

Whilst every possible care will be taken of works submitted, VAS cannot be responsible for any loss or damage incurred during the exhibition or in transit to and from it. VAS does not insure the exhibits; artists and makers are advised to insure their own work.

When an exhibition is finished It is the responsibility of the artist or maker to collect works on the named date of call out. If the work is a special installation, it is the responsibility of the artist or maker to deinstall the work safely on the named agreed date.

Once an exhibition is complete it is the responsibility of VAS & artist (or maker) to sign out work when collected and condition check the work before it leaves the venue. If a courier has been arranged this responsibility must be made clear to them by the artist or maker.

It is the responsibility of the artist or maker to ensure all relevant insurances are in place if work is being collected by a courier or third party. VAS cannot be held responsible for damage that occurs whilst not in its care.

Artists and makers may be required to install their own work depending on the scale. Artists and makers will be contacted in advance if this is the case.

When an exhibition is finished It is the responsibility of the artist or maker to collect works on the named date of call out. If the work is a special installation, it is the responsibility of the artist or maker to deinstall the work safely on the named agreed date.

Any work whether in the main exhibition or in a 30x30 section, must be collected by the agreed date. Any uncollected work will be donated to a charity.

## **FRAMING AND FINISHING**

The artist or maker must ensure a high standard of presentation of works. Any framing should be professionally finished and contemporary.

Works with wet paint will not be accepted; the artist or maker is liable for the cost of any damage caused to other works by such items.

The artist or maker is liable for the cost of any damage caused to other works by protruding hooks and fixings.

Each show may have specific hanging requirements:

- i) smaller shows may require picture hook/cords
- ii) Exhibitions at National Gallery Scotland (NGS)/RSA - Work should be submitted free of hooks/cords and clearly marked 'this way up' as appropriate. Mirror plates for hanging are provided by VAS.

## **PLINTH AND DISPLAY EQUIPMENT**

Artists and makers must provide their own floor-standing plinths or display equipment at the time of delivery, including any technical equipment required as part of the artwork. Unless specifically agreed in advance VAS does not have any plinths or display solutions.

## **EXHIBITION SPACE**

VAS will ensure it represents the artists and makers in its programme to the best of its ability, ensure their work is handled safely and with due care and attention and to ensure invigilation procedures are in place, and any invigilators employed by VAS are appropriately trained. This maybe undertaken in conjunction with the venue and other partners.

VAS will arrange to have the Artworks photographed to publicise and promote the Artworks through means to be agreed to by both of these parties. In every instance of such use, the artist or maker shall be acknowledged as the creator and copyright owner of the Artwork. As

noted above, all rights to reproduction of the work(s) of art identified in the show are retained by the artist or maker

## **DELIVERY AND COLLECTION OF WORK**

Only works that have been pre-selected via the online submission process will be accepted on the hand-in day.

Dates for Delivery and collection of work will be published and emailed to artists and makers. Galleries are not manned by the Society's staff outwith the advertised times and early access cannot be arranged.

It is the artist's or maker's responsibility to arrange delivery and collection of work. Where an artist or maker chooses to use a courier, all arrangements are the responsibility of artist (or maker) and courier directly.

Artists and makers must attach a stiff label to the back of your work with string. This label must be able to hang freely over the front of the work and should include your name, title of artwork, price and a contact phone number and email address.

Artists and makers should also attach a permanent label to work with name, title, price and a contact phone number.

VAS can recommend couriers if an artist or maker does not have their own contacts. This list and any advice on delivery can be requested via email to:  
[development@visualartsscotland.org](mailto:development@visualartsscotland.org)

Artists and makers sending work from outside the UK are responsible for any customs and duty charges, declarations and other related documentation for the artwork both entering and leaving the UK, and for ensuring that work is received at the gallery by the specified time. VAS is unable to pay import duty or related fees on any submitted work or arrange delivery back to the artist or maker, this will be entirely the artist's or maker's responsibility. The work must arrive at a date no later than stated in call out documentation.

Storage facilities are not available and all packaging materials must be removed from the gallery - unless special arrangements have been published by VAS in advance.

Parking -

Guidance will be provided specific to each show

NGS/RSA - There is NO car park at the gallery. Where possible please arrive on foot or by public transport. Vehicular access will only be allowed for the delivery of large-scale or heavy works.

## **INSURANCE**

Whilst every possible care will be taken of works submitted, VAS cannot be responsible for any loss or damage incurred during the exhibition or in transit to and from it. VAS does not insure the exhibits; artists and makers are required to insure their own work.

It is the responsibility of VAS to check that VAS and any venue are covered by the relevant insurances. For site specific works such as outside works, if the venue 's insurance does not cover this, it is the responsibility of the artist or maker to ensure they have the relevant insurances such as public liability insurance and any other relevant cover as deemed necessary for the type and location of work.

## **PHOTOGRAPHY**

Photographic reproduction of all works submitted and use of images for promotion or marketing purposes by the VAS is allowed by the artist or maker unless otherwise indicated.

## **SALES AND COMMISSIONS**

General Members, Emerging Members and non-members will be charged a commission of 40% on the sale price of all work sold in the exhibition.

VAS Professional Members will be charged a reduced commission rate of 35% on the sale price of all work sold in the exhibition.

Occasionally this may vary when working with partner organisations. It is the responsibility of VAS to communicate to applying artists and makers the commission rate that will be in place on any call out documentation.

It is the responsibility of the artist or maker to ensure they have provided VAS with the correct pricing that accounts for any commission rate.

Any private sales during or a consequence of the exhibition must be processed through the VAS sales desks and will be subject to the same level of commission. A sale made through the Society shall have precedence.

Selected work should not be for sale on any other platforms during the exhibition period. Print editions are an exception

When a work is sold it is the responsibility of the VAS to inform the artist or maker of the sale, and approximate timescale to expect payment, and request a PDF invoice detailing the full details of the work and price, then minus the appropriate VAS commission, and to include bank details.

It is the responsibility of the artist or maker to provide VAS with an invoice as outlined above.

It is the responsibility of VAS to ensure an artist or maker is paid for any sold work within the outlined timescale for each show

It is the responsibility of the purchaser of artwork to arrange the collection of bought artworks, and ensure any relevant insurances are in place with the collecting agent or courier. If required ( especially with large works) the artist or maker will be put in contact with the purchaser to finesse this

It is the responsibility of VAS to ensure a condition check of all sold work before it is signed out and collected by a buyer or courier arranged by a buyer.

In line with VAS sales policy, refunds are not given with the exception of there being a fault with a work, such as jewellery, or, if a buyer has purchased a work after viewing on line as a 'distance purchase', and in which case has 14 days on receipt of the work to advise they would like to cancel the purchase, in line with UK law.

## **RESIDENCIES**

### **Applications**

It is the responsibility of VAS to ensure information on call out documents is comprehensive and correct.

It is the responsibility of VAS to ensure the call out is clear on selection criteria.

It is the responsibility of the artist or maker to ensure they have read and understood the application and selection criteria on the call out documents.

It is the responsibility of VAS to ensure all selections are carried out in line with VAS Equalities, Diversity and Inclusion and fair work policies.

It is the responsibility of VAS to ensure all partners are aware of the application and selection processes with clear timelines and a partnership agreement outlining responsibilities

It is the responsibility of VAS to ensure all partners are aware of the VAS Equalities, Diversity and Inclusion, and Fair work policies.

#### Locations

It is the responsibility of VAS to ensure any residency venue is appropriate and meets all Health and Safety criteria, and artists and makers are made aware of any specifics relating to the residency venue and location.

It is the responsibility of the artist or maker to make VAS aware of any specific issues they may have in regards to the specifics of the location, such as accessibility issues.

#### Residency Awardee

It is the responsibility of VAS to liaise with the selected artist or maker and any partner organisation or residency host of logistics of travel.

VAS will cover any reasonable travel costs. The artist or maker is to provide VAS with an expenses form and proof of travel costs. VAS will reimburse artist or maker as soon as travel is booked and all documentation received by VAS from the artist or maker.

The preference is for the artist or maker to book their own travel and to invoice VAS for reimbursement.

Whilst there is generally no requirement for production, the artist or maker is responsible for document their time on the residency, and contributing to the communications activity as agreed, such as Instagram takeovers or blogs

VAS comms will liaise with the artist or maker to agree the timeline and activity of comms whilst on the residency and any post residency communications posts or activity.

VAS will pay the artists or makers a fee in line with Scottish Artist union rates on receipt on a PDF invoice on completion of residency.

VAS will ensure there is a named contact for the artist or maker to discuss any issues whilst on residency.

#### **AGREEMENTS**

By accepting these terms members are deemed to accept and agree to the following:

The decision of the Selectors on all matters is final and no correspondence will be entered into.

That the organisers reserve the right to make such changes to the exhibition arrangements and these Terms & Conditions as may be deemed necessary by circumstances.

To authorise the organisers to process, store, and utilise the data in my submission and agree that, if selected for exhibition, images of my work can be freely used by The Organisers, The Gallery and associated organisations for promotional and publicity purposes.

VAS cannot be responsible for any loss or damage incurred during the exhibition or in transit to and from it. The Society does not insure the exhibits; artists and makers are required to insure their own work.

All information provided by the artist or maker is true and accurate and that the work submitted is wholly of their own creation.

They have read and understood these terms and conditions and they accept and agree to observe all the Terms And Conditions therein.

## **Terms and Conditions of Liability for Artists and Makers**

This document sets forth the terms and conditions regarding insurance obligations for artists and makers, based upon standard policy principles. It is intended to provide a clear understanding of individual and societal responsibilities.

### **1. Individual Responsibility**

Each artist and maker is solely responsible for procuring and maintaining adequate insurance coverage for their professional activities. This includes, but is not limited to, the following types of coverage:

- **Professional Indemnity:** Coverage for claims asserting professional negligence, breach of duty, or errors in professional services, including but not limited to incorrect advice or intellectual property infringement.
- **Public and Products Liability:** Coverage for third-party claims of accidental bodily injury or property damage arising from the artist's activities or products supplied.
- **Property Insurance:** Coverage for the loss or damage of business assets, including but not limited to tools, materials, equipment, and finished artwork.

### **2. Exclusions from Society Coverage**

Any general insurance policy held by Visual Arts Scotland (hereinafter referred to as "the Society") is intended to cover the Society's activities exclusively and does not extend to the individual business operations of its members. The Society's policy expressly **excludes** coverage for:

- Claims brought against an artist or maker in their individual capacity.
- Loss of or damage to an artist's or maker's personal property, tools, or artwork.
- Any liability arising from the specific products or services provided by an artist or maker to their clients.

### 3. General Conditions

The validity of any insurance policy is contingent upon the following conditions:

- **Disclosure:** The insured must provide accurate and complete information to the insurer at all times. Any material changes to the business must be promptly communicated to the insurer.
- **Notification of Claims:** The insured must provide timely notification to their insurer of any incident or event that could reasonably be expected to result in a claim.
- **Policy Review:** It is the insured's duty to read and fully comprehend the terms and conditions of their individual insurance policy. Inquiries regarding coverage should be directed to the insurer.

### 4. Visual Arts Scotland (VAS) Responsibilities and Limitations

Visual Arts Scotland (VAS) assumes no responsibility for any loss of or damage to works entrusted to them. All goods are held at the artist/maker owner's risk absolutely, and the Society and/or their partners (including venues and hosts) hereby exclude all liability to the maximum extent permitted by law.

Given that venues and galleries hosting VAS are used for various purposes, artists and makers are strongly advised to insure their works against all risks, including those incurred during transit, installation, de-install, and temporary storage.

Notwithstanding the foregoing, VAS shall endeavour to take reasonable care of works submitted for exhibition. In the event of a work being lost, destroyed, or damaged, VAS's liability, if any, shall not exceed the declared value of the work stated at the time of submission (less commission) or any subsequently altered price.

Artists and makers are advised that artworks are often most vulnerable during transit. It is therefore a vital condition of submission that the artist's or maker's insurance policy provides comprehensive coverage for the entire journey, from their premises to the exhibition space and back.

For works of a delicate nature, VAS recommends that the artist or maker complete a detailed condition report, including high-resolution photographs and notes on any pre-existing damage, prior to surrendering possession. Should a work arrive with the Society that does not meet these standards, a similar condition report will be conducted by the Society, and the artist or maker will be informed immediately.

In the unfortunate event of theft or loss, or in the event of any dispute regarding loss or damage, the dispute shall be referred for final arbitration to an independent expert valuer to be chosen by agreement between the parties, provided that the arbitrator's award shall not exceed the VAS maximum liability as stated above.

## 5. Case Review Procedure

All requests from artists or members to review cases that they believe fall outside of the stated terms will be reviewed by the VAS council. This review process will include consultation with a solicitor and our insurance provider. Please note that a 30-day review period is required to allow for this consultation and consideration.

## 6. Sale of Works - art collection and insurance

- **Purchaser Responsibility:** The purchaser is responsible for arranging the collection of all purchased artwork. They must ensure that the collecting agent or courier has the appropriate insurance in place. For large works, the artist's contact information will be provided to the purchaser to facilitate collection arrangements.
- **VAS Responsibility:** Before any sold artwork is released, a VAS representative will conduct a condition report. This ensures the work is in the agreed-upon state when it is signed out and collected by the buyer or their designated courier.

## Returns and Refunds

- **Final Sale Policy:** All sales are considered final, and refunds will not be issued unless a specific fault is found with the artwork.
- **Distance Purchases:** In accordance with UK law, buyers who purchase artwork online without a physical viewing are entitled to a 14-day cancellation period<sup>1</sup>. This period begins on the day they receive the artwork, and they must notify VAS within this timeframe to cancel the purchase and arrange a refund.

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<sup>1</sup> Consumer Contracts (Information, Cancellation And Additional Charges) Regulations, Department of Business Innovation & Skills, 2013

## **Terms and Conditions of website use**

Visual Arts Scotland (“VAS”) terms and conditions of use of [www.visualartsscotland.org](http://www.visualartsscotland.org) (“the website”) are set out below and by using this website you agree to be bound by these Terms & Conditions. VAS will update these Terms & Conditions from time to time and will notify such changes to you by uploading them on the website. You should review the Terms & Conditions periodically for changes.

### **1. About the website**

1.1 Visual Arts Scotland’s website is operated by the VAS Communications Manager and members of council. The VAS is a registered Scottish Charity: Registered Charity Number: SC006715. We can be contacted by email at: [admin@visualartsscotland.org](mailto:admin@visualartsscotland.org). Please be aware that the VAS Admin team work part time, flexibly, during UK business hours.

1.2 VAS reserves the right to withdraw or amend the service it provides without notice. VAS will not be liable if for any reason [www.visualartsscotland.org](http://www.visualartsscotland.org) is unavailable at any time or for any period.

1.3 Members must create a user name username and password to give them access to a login area of the website. Members agree to treat such information as confidential, and must not disclose it to any third party. VAS has the right to disable any member’s login details at any time, if in our opinion they have failed to comply with any of the provisions of these Terms & Conditions or if their membership subscription is a month or more overdue.

### **2. Copyright**

2.1 The contents of these pages, including all web design, text, graphics and their arrangement, are copyright VAS. All images of works of art remain property of the individual artists unless otherwise stated.

2.2 Reproduction of part or all of the contents in any form is prohibited unless for personal use. None of the content of this website may be copied or otherwise incorporated into or stored in any other design, logo, website, electronic retrieval system, publication or other work in any form (whether hard copy, electronic or other) without written agreement from VAS.

### 3. Incorrect Member Generated Content Use

4.1 VAS allows members to add content and update their own personal artist page on the website. Members agree to be considerate, respectful, civil and tasteful with the text and images they add to the website.

4.2 VAS reserves the right to remove content that they deem to be inappropriate without notice. This includes content deemed to be sexist, racist, homophobic, obscene, abusive, threatening or likely to harass or cause distress to visitors to the website.

4.3 All images added by members must depict their own original artwork and, if appropriate, the artist must have permission from the photographer to publish the image and it is the artist's responsibility to credit images as necessary.

4.4 VAS reserves the right to remove any images that are not of an appropriate standard or quality. See [Image Guidelines] for more info.

4.5 If anyone complains about the content added by a member to their personal page in the Artists section of the website, the member agrees to allow VAS to control the handling of any such dispute and VAS will fully support and co-operate with this.

4.6 Members agree that they will not try to access any confidential information (including usernames and passwords) of any other member.

### 5. Linking to the VAS website

5.1 VAS encourages links to any of its web pages, providing this is done responsibly and includes the words 'Visual Arts Scotland' in the link anchor text.

5.2 If VAS asks you to remove or change a link to the website, you must do so as soon as possible.

### 6. Viruses, hacking and other offences

6.1 No person shall misuse the website by committing a criminal offence under the Computer Misuse Act 1990. VAS will report any such breach to the relevant law enforcement authorities and will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use the website will cease immediately.

6.2 VAS will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of the website or to your downloading of any material posted on it.

## 7. Severability

7.1 If any of these Terms & Conditions is determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.

## 8. Entire agreement

8.1 These Terms & Conditions represent the entire agreement between VAS, the member and the visitor to the website and supersede any prior agreement, understanding or arrangement, whether oral or in writing.