

SCULPT AT KEW

Handmade in Britain and the Royal Botanic Gardens, Kew are pleased to announce an exciting new outdoor exhibition as part of Handmade at Kew: SCULPT AT KEW.

Taking place from Saturday 3rd September to Sunday 16th October, this six-week selling exhibition will offer opportunities for the presentation of small and larger scale outdoor work and installations throughout the gardens. All work exhibited will be available to purchase or commission. On average, over 150,000 people visit Kew during this period so this is a fantastic opportunity to showcase your work to a new audience of consumers and professionals.

SCULPT AT KEW brings together the beautiful natural surroundings of the iconic Kew Gardens with stunning, man-made creations, providing a unique opportunity for artists to show and sell their work whilst allowing the public to enjoy both the sculptures for sale and the botanical gardens.

Vision

The exhibition will be carefully curated in various spaces throughout the gardens, where visitors will be able to view, purchase and commission the pieces.

The event will be directed by Handmade in Britain, with a close partnership with the Kew team.

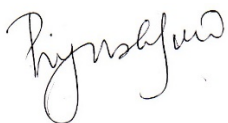
The contemporary approach in the presentation and curation of the event will reflect quality, tradition, heritage and integrity.

Handmade in Britain has ten years of experience working on events in the craft and design industry and the launch of Sculpt at Kew sees the continuation of a collaboration between the teams at Handmade in Britain and Kew Gardens. This unique partnership enables us to deliver truly significant international events for makers and buyers of contemporary craft. Kew Gardens is an iconic London attraction, with World Heritage status and unrivalled prestige. The picturesque setting of Kew Gardens is complementary to the work exhibited and Handmade at Kew is fast becoming London's most exciting, growing consumer event for contemporary craft.

Our marketing and promotion is a key differentiator between ourselves and other shows. We invest heavily in marketing in order to draw a large crowd of visitors which includes our established community of makers and buyers as well as those new to buying handmade, the combination of which ensures the success of our events.

If you have any questions please do not hesitate to contact us on 0203 1051 682. We look forward to hearing from you!

Best regards,



PIYUSH SURI
Creative Director

INFORMATION PACK

3rd September – 16th October 2016

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1. Overview

Applications are invited worldwide from international contemporary artists and designer-makers working in the following areas: **CERAMICS, POTTERY, GLASS, METALWORK, STONE, WOOD and GARDEN, WATER & FIGURATIVE SCULPTURE**. The exhibition will seek to achieve a diverse variety of work which will appeal to a broad range of buyers and will focus on quality work with originality for the outdoors that makes a positive contribution to the exhibition.

Selection

Applications are assessed through a rigorous selection process and assessment is based principally on the information provided in the application and the accompanying images. Additional information on the application form may be used for press and publicity purposes once exhibitors have been selected.

Criteria

Artists and designer-makers must demonstrate a clear knowledge and understanding of the making process and provenance of materials used. The maker must have applied their craft skills directly in the creation of the work exhibited. They must have also given consideration to the commercial viability of the work, both in terms of its pricing and appeal to consumers.

Venue

Royal Botanic Gardens
Kew
Richmond
Surrey
TW9 3AB

Dates

03 Sept 2016 - 16 Oct 2016

Cost of Participation

Option A: 995.00 + VAT and 35% + VAT Commission

Option B: 695.00 + VAT and 45% + VAT Commission

Please note, this cost is not affected by the number of works exhibited.

Additional Cost

You may be subject to an installation fee, this is dependant on the scale and weight for the sculptures.

What's included:

Extensive press and publicity campaign and online event promotion including:

London Underground poster campaign; flyer distribution in all major London venues, galleries, museums, cafes, restaurants and universities; media partnerships with specialist publications, local and national press; advertising campaign across relevant print and digital media; private view invitation to key contacts – including media, trade buyers and collectors; regular Newsletters and dedicated social media campaign to our strong mailing list and followers of Kew Gardens with cross promotion with specialist groups and organisations.

Working closely with the curators and the Kew Horticultural team, exhibitors will be given a dedicated curated space for the exhibition of large scale work in the gardens and ponds.

A space for the exhibition of small scale pieces in a purpose built retail space within the gardens.

Dedicated and knowledgeable sales & marketing staff present for the entire period of exhibition.

The opportunity to participate in artist talks and presentations, arranged by the Kew Gardens team.

Detailed online listing complete with image and link on the Handmade in Britain website.

Entry in the show catalogue including a colour image, write up and contact details.

Comprehensive listing of all products on display in the catalogue.

Complimentary tickets and private view invitations for your buyers and guests.

Printed and digital promotional material for distribution within your networks.

Contact Information

If you have any questions that are not answered in this application pack then please email sculpt@handmadeinbritain.co.uk.

2. Exhibitor Agreement

By submitting the following entry form, the artist/designer-maker confirms to have read and understood the exhibitor agreement followed by the terms and conditions.

SCULPTURES ELIGIBLE FOR ENTRY:

Large Scale

Sculptures will be selected on the basis of their suitability for outdoor installation. All materials are eligible for entry. Works considered will be 'large-scale sculptures' – i.e. having a significant presence in the landscape and may include site-specific works which inhabit a significantly large area. No power is available for installation. The ability to withstand harsh weather conditions including sun, extremely strong winds and rain, as well as wildlife, will be considered, as will the potential to cause harm or threat to the general public. Exhibiting artists and designer-makers must maintain their art work throughout the event (please refer to page 14)

Small Scale

Exhibiting artists and designer-makers will be eligible to house smaller pieces within the purpose built gallery. These works can be suitable for both outdoor and indoor use.

SELECTION COMMITTEE: The selection committee will be comprised of representatives from both Handmade in Britain and Kew Gardens and their Horticultural Team. You will be notified as soon as selection has taken place by Handmade in Britain.

The Selection Panel reserves the right to invite artists into the exhibition without application.

SITE ALLOCATION: The Royal Botanic Gardens, Kew offer a range of diverse locations from conventional park settings through to properties with landscape features. Placement of works will be the decision of the Curators. The Curators will place the work in full consideration of both the requirements of the artist's/designer-maker's intention for the sculpture and exhibit and the requirements of Kew, as well as the overall aesthetic of Sculpt at Kew. The final decision of placement is made by the director of the Kew Horticultural Team.

INSTALLATION: Will take place in August (dates TBC).

Artists and designer-makers are encouraged to attend their scheduled site visits in the lead up to the installation. The installation schedule will be organised by the Curators.

Artists and designer-makers are required to un-install their sculpture and exhibit once Sculpt at Kew has closed to the public (dates TBC).

ON SITE INSTALLATION: Artists and designer-makers are required to register on site before installing their artworks. On their nominated installation day and time, artists and designer-makers must report to a member of the Sculpt at Kew team before commencing installation; each placement can only be carried out with a member of the Kew Horticultural Team present.

No vehicles are permitted to drive onto a site without first consulting a member of the Sculpt at Kew team.

CONSERVATION POLICY: ‘Non-traditional’ sculptural materials and temporal works are welcome, provided they withstand the elements for the exhibition period. If the rate of deterioration of the artwork is beyond the application of simple conservation methods, the artwork will be removed at the Curator’s discretion. It is the responsibility of the artists and designer-makers to maintain the work for the duration of the exhibition, unless otherwise organised. Any damage to a work must be reported immediately to the Curators.

TRANSPORTATION TO AND FROM SITE: The artists and designer-makers are responsible for the cost and transportation of all their artworks to and from *Sculpt at Kew*.

RAM & INSURANCE: Artists exhibit at their own risk.

Without full documentation, artists and designer-makers will not be allowed to exhibit even if selected if the below are not completed:

- Risk Assessment
- Method statement, full structural drawings including wind loadings and, if required, a lifting plan.

Insurance:

Proof of public liability insurance, minimum cover of £5,000,000, will be required at the time of the proposal and will need to cover the full show dates.

It is the artist and designer-maker’s responsibility to insure their pieces against accidental damage and theft, as it will be situated in a place where the public might interact with it.

Public Liability cover is available through the organisers for £125.

SECURITY, LIABILITY:

Sculpt at Kew and Kew Gardens will exercise reasonable care with artworks, but are not responsible for loss or damage to any work while in its custody, during transit or on exhibition.

However, if the artwork is damaged through Kew Gardens negligence, their own public liability will cover at the **cost price** of the piece **only**.

WORK HEALTH AND SAFETY: The artists and designer-makers are responsible for ensuring the installation remains safe at all times. All instruction from the Curator or Kew Gardens must be complied with promptly. Artists and designer-makers are required to state how Sculptures and exhibits are to be installed on the Application Form and artworks will be assessed for safety after installation.

Any installation of work deemed unsafe by any Kew staff member will have to be modified immediately or removed from site.

PLEASE READ CAREFULLY

SALE OF SCULPTURE/EXHIBITS & SMALL SCALE WORK: All exhibits, both large and small scale work are for sale in the exhibition and attract a **35% + VAT commission** by Kew.

Exhibitors are required to provide a sale sheet, with images, including their final R.R.P for the entirety of the show which must have been calculated to include the 35% + VAT commission.

For example:

A piece of work is sold for **£1000.00**

35% + VAT will be deducted from this price - **£350.00 + VAT at £70.00 = £420**

£1000.00 - £420 = **£580.00**

You will be asked to raise an invoice of £580.00

PAYMENT: All exhibitors will be sent a completed sales list after the close of Sculpt at Kew and asked to raise an invoice minus their 35% + VAT commission or 45% + VAT commission (depending on package option A or B see page 5). All invoices will be settled by Kew within 30 days of receiving an exhibitor's invoice.

DELIVERY OF SOLD WORK:

It is the Artists and designer-makers responsibility and cost to arrange delivery of work if bought at Sculpt at Kew. All installation pieces cannot be delivered to the buyer until the show has closed to the public.

3. Application Guidelines

Large Scale Outdoor Work:

- The selected works will be on permanent display throughout the duration of the exhibition.
- The works shall remain uncovered indefinitely, fully exposed to different types of weather and elements.
- The exhibitor may choose to provide a podium for the work.
- There is no specific maximum height, but the piece must be able to be stabilised and be able to withstand wind load, no footing will be provided.

Please note: If damaged is caused as a result from your display, you may be subject to charge to be determined by Kew.

- The exhibits will be fully accessible by visitors to Kew Gardens.
- Public Liability Insurance will be required by each artist and designer-maker.
- A Risk Assessment is required and will need to be completed before your exhibit your work at Kew Gardens.
- It is the responsibility and cost to the artists and designer-makers to deliver the work when bought at Sculpt at Kew.

Small Scale Outdoor/Indoor Work:

Exhibiting Artists and designer-makers will be eligible to house smaller pieces within the retail space, the customers will be able to buy and collect on the day.

These works can be suitable for both outdoor and indoor use.

For further information on Small Scale work please see Exhibitor Agreements within this information pack.

How to Apply:

Works must be an original design by the artist and you must specify whether work is already completed.

Work submission must be submitted with photographs.

Works must be constructed of materials that allow the piece to be permanently displayed outside, exposed to the elements.

Applications must be accompanied by a completed the **Exhibition Contract** together with a **£250.00 deposit cheque** which will be returned if the application is unsuccessful.

Submissions shall be sent via email to sculpt@handmadeinbritain.co.uk with the subject line: **SCULPT AT KEW APPLICATION** and must be received no later than **Thursday 19th May 2016.**

Submissions are subject to approval from the selection committee who comprise of representatives from both Handmade in Britain and Kew Gardens and their Horticultural Team.

4. Application Form

PLEASE COMPLETE IN BLOCK CAPITALS.

If you have any questions regarding your application please contact: sculpt@handmadeinbritain.co.uk

CONTACT DETAILS

Company Name:	
Trading As (For Signage & Promotion):	
Discipline:	

Contact Name:	
Mobile:	

Company Details

Company Address:	
Postcode:	
Country:	
Phone Number:	
E-mail Address:	
Website :	
Twitter, Facebook & Instagram:	

Invoicing

Invoicing Address (if different):	
Postcode:	
Country:	

Registration

VAT-no:	
Company Name:	

DETAILS OF YOUR WORK

Artists and designer-makers are invited to submit medium to large scale outdoor sculpture as well as installations designs. You can submit up to 5 individual works for consideration by our panel. One or all may be selected. ***Please complete a new sheet for each individual sculpture or exhibit.***

About the Piece

Title of Work	
Brief description/ story of design – 100 words or less	
Current location of work	

List of all materials used	
Work measurements (Height x Width x Depth and approximant Weight)	

Installation

PLEASE SEE SCULPTURE INSTALLATION METHOD STATEMENT AT THE END OF THIS DOCUMENT
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Display

Please answer: Will you be providing a podium for your work or is the sculpture to be placed directly on the ground?	
If a podium is used: can this piece be directly secured to a podium for display or will modifications to the ground be necessary? If so, what? Be as specific as possible.	

Sale

It is the Exhibitors responsibility and cost to arrange delivery of Outdoor Sculpture if it is bought at Sculpt at Kew. Please tell us about your delivery charge and arrangements.	
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Image Details

Please provide up to 5 images of your work. Where possible please include a reference to human scale.

Exhibit 1: Title and description	
Retail Price (£)	
Photographer credit	

Exhibit 2: Title and description	
Retail Price (£)	
Photographer credit	

Exhibit 3: Title and description	
Retail Price (£)	
Photographer credit	

Exhibit 4: Title and description	
Retail Price (£)	
Photographer credit	

Exhibit 5: Title and description	
Retail Price (£)	
Photographer credit	

5. Sculpture Installation Method Statement

The following information is a requirement of your application. The installation method statement should be an indication of how you intend to install your sculpture and what will be required. Information should include any foundation preparation, footings, plinths, materials, fixings of the sculpture or machinery required.

ARTIST DETAILS

FIRST NAME			
LAST NAME			
PHONE		MOBILE	

SCULPTURE DETAILS

SCULPTURE TITLE						
MATERIALS						
HOW MANY PIECES						
DIMENSIONS		Height (cm)		Width (cm)		Length (cm)

PLEASE PROVIDE A BRIEF EXPLANATION

How will your sculpture be delivered to Kew Gardens, Richmond? <i>eg. Lorry, fork lift truck?</i>				
Will your sculpture require a crane or other machinery to deliver from roadside to the sculpture site?	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
How long will your installation take?				
Once installed, how is it to be maintained & cleaned? Please include information for all products how this will need to be done.				

PLEASE PROVIDE A LIST OF ALL MATERIALS AND EQUIPMENT YOU WILL BE USING TO INSTALL:

Example – drill, shovel, ladder, wire, paint, sandbags, concrete, drill bits...

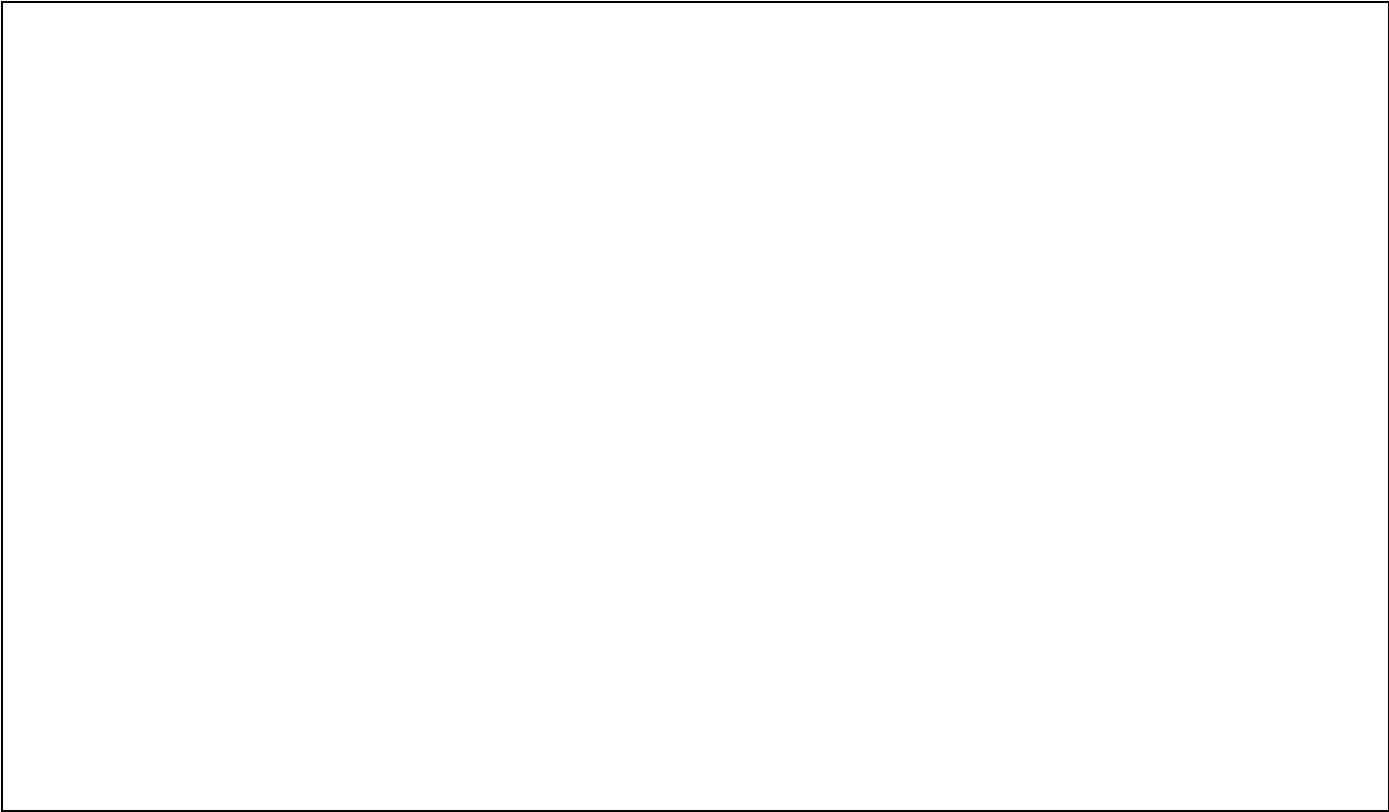
<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>

PLEASE PROVIDE A FOOTING PLAN BELOW INCLUDING HOW YOUR SCULPTURE WILL BE SECURED

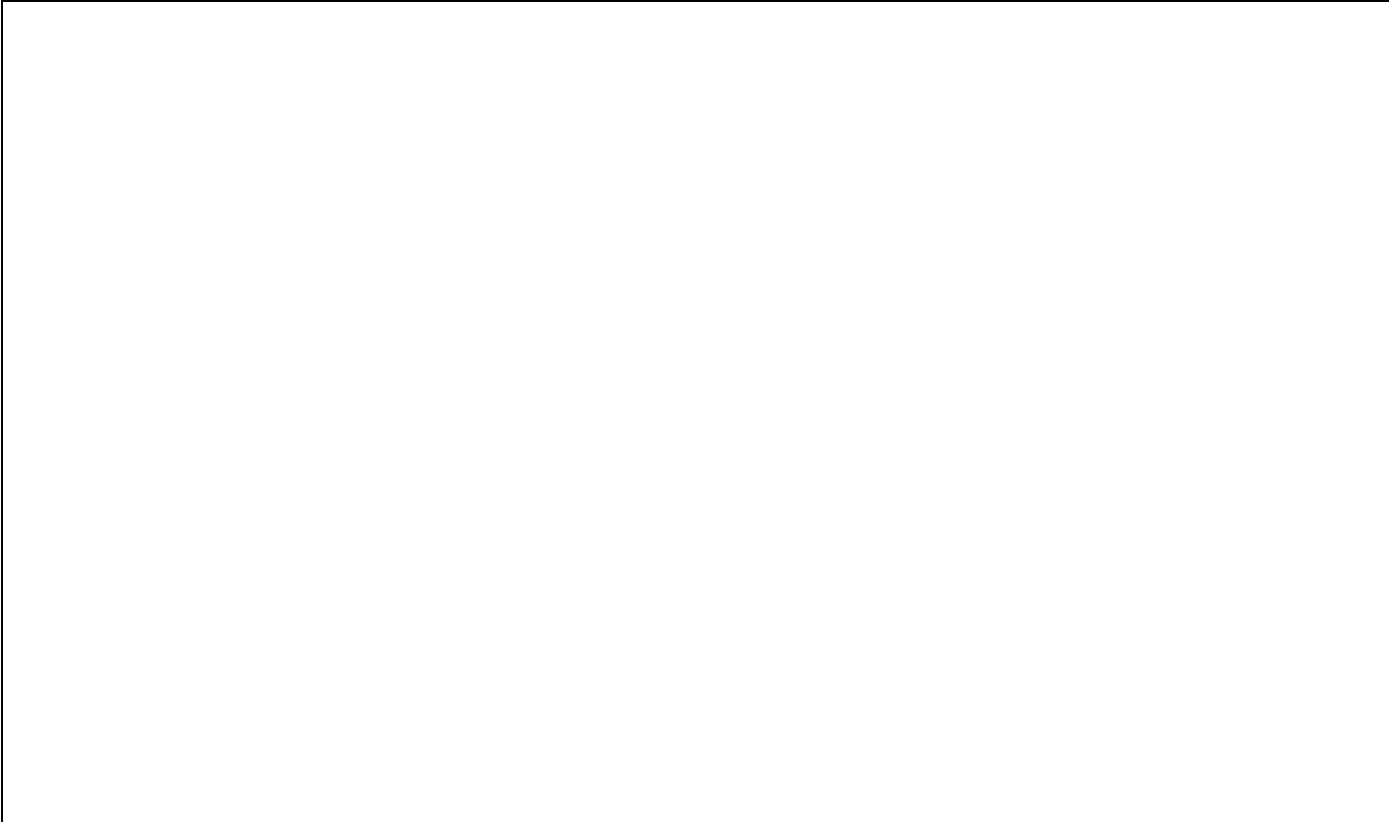
including written description, measurements and drawings of foundation, footings etc.

SCALE DRAWINGS AND ADDITIONAL NOTES:

SIDE ELEVATION VIEW:



FRONT ELEVATION VIEW:



6. Retail Space Submission Form

Artists and designer-makers are invited to submit small scale work to be sold in our indoor retail space.

Applications must be accompanied by images. If you have any questions regarding your application please contact: sculpt@handmadeinbritain.co.uk

- If you would like to exhibit work in the retail shop, there is no extra cost to exhibitors. The cost of the show is per exhibitor not per product. (For pricing please see page 5)
- If applicable, exhibitors should provide extra stock which will be stored in our secure stock room to restock where needed. If we run low of stock, we will be in contact with the artist to request more. Pieces that are not sold will be collected at the end of the show.
- The products in the retail space will be sold on the day, packaged up nicely by our sales staff and taken away by customers on the day. The exhibitors are expected to provide packaging for each of their products in stock.
- You will not be required to be on site to sell your work, there will be a dedicated and informed sales team in the retail space and on the grounds of the sculpture trail.
- Your work will be accompanied by an artists label (please see below)

In case of your selection, please provide your details and a short bio to be included on an artist details plaque for the retail space. This information will also be used for publicity and promotional purposes if your application is successful.
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25-30 words to describe your work in person (in third person)

DETAILS OF YOUR WORK

Artists and designer-makers are invited to submit small scale work to be sold in our indoor retail space. You can submit up to 5 individual works for consideration by our panel; one or all may be selected.

PLEASE COMPLETE IN BLOCK CAPITALS.

Image Details

Please provide images of a range of work to be considered for the retail space.

Product 1: Title and description	
Retail Price (£)	
Photographer credit	

Product 2: Title and description	
Retail Price (£)	
Photographer credit	

Product 3: Title and description	
Retail Price (£)	
Photographer credit	

Product 4: Title and description	
Retail Price (£)	
Photographer credit	

Product 5: Title and description	
Retail Price (£)	
Photographer credit	

7. Payment

PAYMENT

A cheque deposit of £250.00 is required with **all** applications.

Successful applications will be notified of their allocated space at which point the Exhibition Contract becomes binding and your deposit will be credited towards the exhibition cost and will become non-refundable.

If your application is unsuccessful we will return your £250.00 deposit cheque at this time.

The deposit is a key part of the application and we are unable to process your application without it.

Invoice for first payment – 50% of exhibiting price (minus deposit paid) incl. VAT payable by 30th June 2016.

Invoice for final payment – the remaining balance i.e. second instalment of 50% incl. VAT payable by 31st July 2016.

Please always quote your company name/ invoice Number with your payment.

Handmade in Britain Ltd

Santander

Account Number: 43207489

Sort code: 09-06-66

If payments are not received by the due dates, your place may be offered to an exhibitor on the waiting list and you will forfeit all payments received to date.

8. Contact Us

Organiser: Handmade in Britain

Show: Sculpt at Kew

Handmade in Britain

Unit 31, 21 Clerkenwell Green

London

EC1R 0DX

Tel: +44 (0)20 3105 1682

www.handmadeinbritain.co.uk

sculpt@handmadeinbritain.co.uk

Jacqui Rudd – Applications/ Exhibitor Handling

sculpt@handmadeinbritain.co.uk

Piyush Suri – Stands/ Logistics/ Technical Assistance

Info@handmadeinbritain.co.uk

Sarah Ward – PR & Marketing

Sarah@handmadeinbritain.co.uk

Nicole Rudolf – Accounts

accounts@handmadeinbritain.co.uk

Participation FeeOption A: £995.00 + VAT and 35% + VAT Commission ☐Option B: £695.00 + VAT and 45% + VAT Commission ☐**Public Liability Insurance arrangement fee**

The insurance arrangement fee will be credited/refunded/waived if satisfactory evidence of any alternative insurance arrangement is provided.

☐ £125.00 + VAT
£.....**Payment Terms****Applications must be accompanied by £250.00 deposit cheque.**50 % of minus deposit incl. VAT payable by 30th June 2016
Remaining balance incl. VAT payable by 31st July 2016****FOR contracts signed after 31st July 2016 the total due will be payable immediately.**

Cheques to be made payable to Handmade in Britain Ltd.

Non UK exhibitors must pay by credit card (charges apply) or bank transfer.

	Total Cost
Net	£.....
VAT @ 20%	£.....
<hr/>	
TOTAL	£.....

Exhibitor Details (BLOCK CAPITALS or type please)

Company Name |

Trading as *(Name Board & Promotion)* |**Contact Name** |**Address** |**Telephone** |**Email** |**Website** |**SIGNED ON BEHALF OF EXHIBITOR**

I/we hereby apply for the space as detailed above and I/we agree to abide by the Exhibition Terms & Conditions (shown on the following pages) which form part of this Contract and which I/we received, read and understood. I/we further agree to pay for the stand and understand that the space may be reallocated if payments are not made by the due date. I/we also agree to pay the set 35% + VAT commission made on all sales during Sculpt at Kew.

Signed _____ Date _____

Printed Name _____ Position in Company _____

OFFICE USE ONLY

Accepted for & on behalf of Handmade in Britain Ltd

Signed _____ Date _____

Please return to: Handmade in Britain, Unit 31, 21 Clerkenwell Green, London EC1R ODXT: (+44) (0) 203 105 1682 E: sculpt@handmadeinbritain.co.uk

TERMS & CONDITIONS

DEFINITIONS

In these Terms and Conditions the following expressions shall, unless the context otherwise requires, have the following meanings:

Contract for Space means the binding contract relating to the acceptance by the Organisation of the application for Space by the Exhibitor in accordance with clause Contract of Space below;

Agreement means the agreement between the Exhibitor and the Organisation for the Exhibitor to occupy space at the Exhibition contained in the Contract, these Terms and Conditions and the Additional Regulations.

Exhibition means Sculpt at Kew including any sectional exhibition associated with it.

Artist/Exhibitor means any person to whom space at the Exhibition shall have been allotted under the Contract

Exhibit means any article so described by the Exhibitor and permitted by the Organisation to be exhibited.

Venue means the Exhibition Venue in which the Exhibition will take place.

Organiser means Handmade in Britain and/or others appointed by them to organise the Exhibition together with their agents, servants and workmen.

Space means the area allotted to the Exhibitor by the Organisation.

DURATION OF EXHIBITION AND TIME TABLE

Details of the times and dates of;

The Exhibition;

The Open Hours;

Installation Period;

The dismantling Period are or will be as situated by the Organisation in the Exhibition Manual or otherwise.

CONTRACT OF SPACE

Applications for space must be made on the Organisation's official Space application form which is provided by the Organisation from time to time. The Organisation may at its sole discretion accept applications by other means. In any event, these Terms and Conditions shall apply to all applications of Space. The Organisation reserves the right to accept or reject any application for Space from any potential Exhibitor, whether or not the application has been made on the Organisation's standard form and whether or not all or part of the payment for Space has been made. A binding Contract For Space shall come into force only when the Organisation has signed a written acceptance of a particular Exhibitor's application for Space and has sent that written acceptance to that Exhibitor.

The Organisation is not bound to accept an application for Space from a potential Exhibitor for the Exhibition even if it has accepted an application for Space from that Exhibitor for another exhibition. There is no automatic right for an Exhibitor to participate in any subsequent exhibition.

Signatory on Contract For Space means the person or persons signing the exhibition space contract on behalf of the Exhibitor shall be deemed to have full authority to do so on behalf of the Exhibitor and the Exhibitor shall have no right to claim against the Organisation that such person or persons did not have such authority.

PAYMENT

The Exhibitor shall pay the organiser in accordance with the payment details set out in the Contract for Space.

Deposit:

All Official Applications for Space must be accompanied by a £250.00 deposit cheque.

This becomes binding upon selection and the deposit becomes non-refundable thereafter.

If the Official Application for Space is unsuccessful your deposit cheque will be returned/securely disposed of.

The Organisation reserves the right to refuse to let the Exhibitor occupy the Space if the Organisation has not received cleared funds of all payments due from the Exhibitor before the due dates. Unless otherwise stated, all sums stated are exclusive of VAT, which (if applicable) the Exhibitor shall pay the Organisation in addition.

If the Exhibitor pays the Organisation by credit card, an administration charge of 2.5% (Inclusive of VAT) shall be added to the payment, which the Exhibitor shall pay in addition.

The exhibitor shall pay all other sums due to organiser within 2 weeks of the date of the organiser's invoice for each sum. If there is any payment still due to the organiser less than four weeks before the opening of the exhibition, the exhibitor shall pay the organiser by bank transfer or credit card. The organiser reserves the right to refuse cheque payments.

The exhibitor shall not be entitled to withhold any payment in whole or in part on the ground that it has a claim, counter claim or set off against organiser.

CANCELLATION OF SPACE

Cancellation by Exhibitor.

In the event that the exhibitor requests that it cancels its space booking after acceptance by the organiser; or fails to meet any of the payment obligations detailed in the contract for space; or fails to occupy the space allotted to it by the opening time on the first day of exhibition, THEN the Organisation reserves the right to treat the contract for space as being cancelled and apply the following cancellation charges and to re-allocate the space booked to another exhibitor.

Cancellation Occurring:

More than 4 months and less than 6 months

50% of the total charge

Less than 4 months prior to the exhibition

100% of the total charge

If the exhibitor wishes to cancel the contract for space, then written notice must be forwarded to and received by organiser by recorded delivery post by not later than the dates referred above.

The Organisation shall not be obliged to accept the Exhibitor's request to cancel its booking for Space.

Notwithstanding that the Organisation may re-sell or re-allocate the cancelled Space after cancellation by the Exhibitor, the Organisation shall be under no obligation to re-emburse all or any part of a cancellation charge.

The Exhibitor shall fully and promptly indemnify the Organisation against all expenses, costs, claims, losses, liabilities, charges and damages which the Organisation may suffer or incur as a result (direct or indirect) of the cancellation of the Contract For Space by the Exhibitor including, without limitation, where the Space is dressed or altered in any way in order to maintain an orderly and visually pleasing Exhibition.

GENERAL OBLIGATIONS OF THE EXHIBITOR

The Exhibitor shall maintain with a suitable insurance company for its liability under this Agreement. Without limiting its obligation to take out insurance cover for such risks as it shall consider appropriate, the Exhibitor shall take out adequate insurance in respect of matters including (without limitation) public liability insurance for loss damage or injury caused by the Exhibitor's neglect or default.

AGREEMENT

SCULPTURES ELIGIBLE FOR ENTRY:

Large Scale Sculptures will be selected on the basis of their suitability for outdoor installation. All materials are eligible for entry. Works considered will be "large-scale sculptures" – i.e. having a significant presence in the landscape and may include site-specific works which inhabit a significantly large area. No power is available for installation. The ability to withstand harsh weather conditions including sun, extremely strong winds and rain, as well as wildlife, will be considered, as will the potential to cause harm or threat to the general public. Exhibiting artists and designer-makers must maintain their art work throughout the event.

Small Scale

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SITE ALLOCATION:

The Royal Botanic Gardens, Kew offer a diversity of locations ranging from conventional park settings through to properties with landscape features.

Placement of works will be decision of the Curators. The Curators places work in full consideration of both the requirements of the artist's/designer-maker's intention for the sculpture and exhibit and the requirements of Kew, as well as the overall aesthetic of Sculpt at Kew. The final decision of placement is made by the director of Kew Horticultural Team.

INSTALLATION:

Will take place in August (dates TBC).

Artists and designer-makers are encouraged to attend their scheduled site visits in the lead up to the installation. Installation schedule will be organised by the Curators.

Artists and designer-makers are required to un-install their sculpture and exhibit once Sculpt at Kew has closed to the public (dates TBC)

ON SITE INSTALLATION:

Artists and designer-makers are required to register on site before installing their artworks. On their nominated installation day and time, artists and designer-makers must report to a member of the Sculpt at Kew team before commencing installation; each placement can only be carried out with a member of the Kew Horticultural Team present. No vehicles are permitted to drive onto a site without first consulting a member of the Sculpt at Kew team.

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TRANSPORTATION TO AND FROM SITE: The artists and designer-maker is responsible for the cost and transportation of their artworks to and from Sculpt at Kew.

RAM & INSURANCE: Artists exhibit at their own risk.

Without full documentation artists and designer-makers will not be allowed to exhibit even if selected if the below are not completed.

Risk Assessment,

Method statement, full structural drawings including wind loadings and if requiring a lifting plan.

Insurance:

Proof of public liability insurance, minimum cover of £5,000,000, will be required at the time of the proposal and will need to cover the full show dates.

It is the artist and designer-makers responsibility to insure their pieces against accidental damage and theft as it will be situated in a place where the public might interact with it.

SECURITY, LIABILITY:

Sculpt at Kew and Kew Gardens will exercise reasonable care with artworks, but are not responsible for loss or damage to any work while in its custody, during transit or on exhibition.

If the artwork is however, damaged through Kew Gardens negligence their own public liability will cover at cost price of the piece only.

WORK HEALTH AND SAFETY:

The artists and designer-maker is responsible for ensuring the installation remains safe at all times. All instruction from the Curator or Kew Gardens must be complied with promptly. Artists and designer-makers are required to state how Sculptures and exhibits are to be installed on the Application Form and artworks will be assessed for safety after installation.

Any installation of work deemed unsafe by any Kew staff member will have to be modified immediately or removed from site.

SALE OF SCULPTURE/EXHIBITS & SMALL SCALE WORK:

All exhibits, both large and small scale work are for sale in the exhibition and attract a **35% + VAT commission** by Kew.

Exhibitors are required to provide a sale sheet, with images, including their final R.R.P for the entirety of the show which must have been calculated to include the 35% + VAT commission.

For example:

A piece of work is sold for **£1000.00**

35% + VAT will be deducted from this price - **£350.00 + VAT at £70.00**

£1000.00 - £420 = £580.00

You will be asked to raise an invoice of £580.00

PAYMENT: All exhibitors will be sent a completed sales list after the close of Sculpt at Kew and asked to raise an invoice minus their 35% + VAT commission. All invoices will be settled by Kew within 30 days of receiving an exhibitor's invoice.

DELIVERY OF SOLD WORK:

It is Artist and designer-makers responsibility and cost to arrange delivery of work if bought at Sculpt at Kew. All installation pieces cannot be delivered to the buyer until the show has closed to the public.

POWERS AND DISCRETION OF THE ORGANISER

The organiser reserves the rights to change the Space allocated to the Exhibitor at any time before the Exhibitor takes possession of the Space and if such changed area of such Space.

Alter the position or layout of the Exhibition and any Space;

Refuse any person admission to the Exhibition or remove from the Exhibition any person whose presence in the opinion

of the Organisation is or is likely to be undesirable and the Organisation may exercise such rights notwithstanding that any person is the servant or agent of the Exhibitor or otherwise in any way connected or associated with the Exhibitor;

Remove from the space items to which the Organisation has an objection or which the Exhibitor fails to remove in accordance with or which do not comply with these terms and conditions.

EXHIBITORS LIABILITY FOR LOSS AND DAMAGE AND INDEMNITY

Exhibitors' Liability for Loss and Damage and Indemnity - All Exhibits, fittings and all other items brought into the exhibition by the exhibitors shall be the sole responsibility of and at the sole risk of the exhibitor. The organiser shall not be responsible for any loss or damage to such exhibits, fittings or items however caused. The Exhibitors shall indemnify and keep indemnified the organizer against all loss, damages, costs, charges and expenses whatsoever arising from or in consequence of:

Any breach by the exhibitor of any of the terms and conditions of the agreement; or

Any loss suffered by the organiser as a result of default or negligence of the exhibitor, or any of its invitees or employees; or

Any liability to or claim by any third party arising from the default or negligence of the exhibitor or any breach by the exhibitor of the terms and conditions of the agreement.

The exhibitor is responsible for and will indemnify and keep the organiser against all injury, loss or damage arising in connection with the erection, use

and dismantling of the stand and anything done on or from the stand caused directly or indirectly by the exhibitor or any contractor, sub-contractor,

event, agent, or invitee of the exhibitor or visitor to the stand or by any exhibit or machinery or other item belonging to or introduced by such person

Exhibitors will be liable for any damage caused to the grass or flooring.

LIMITATION OF ORGANISERS LIABILITY

The Organisation and the Venue Owner shall not be responsible for death or personal injury to the Exhibitor or employees, agents, contractors or other invitees of the Exhibitor save as a result of the Organisation or the Venue Owner's negligence.

Nothing in this Agreement shall exclude or limit liability for death or personal injury resulting from the negligence of the Exhibitor, the Organisation or the Venue Owner or their servants, agents or employees. Without prejudice, the combined liability of the Organisation and the Venue.

The Organisation and the Venue Owner shall not be liable for any claim made by the Exhibitor more than two (2) years after the event or, in the case of a series of events, the first such event which gives rise to such claim. Except as set out in this Agreement, the Organisation excludes all conditions, terms, representations.

The exhibitor recognizes that, by participating, it assumes security risks that cannot be totally eliminated by security services as provided by the organiser.

The organiser does not assume any duty towards exhibitors, owners to look after exhibits, stand equipment and any other items not belonging to it.

The organiser declines any liability and recourse whatsoever for damage, loss or seizure of exhibits, stand equipment and any other items not belonging to it during the time the goods are on exhibition site and during their transport to and from it.

The organiser will not be liable for any loss of profits, business or goodwill, interruption of business, anticipated savings, data, or wasted expenditure, or any type of special, indirect or consequential loss, even if such loss was reasonably foreseeable or the organiser had been advised of the possibility of incurring the same.

Without limiting its obligation to take out insurance cover for such risks as it shall consider appropriate the Exhibitor shall take out adequate insurance in respect of matters set out under Cancellation by Organisation/Force Majeure including (without limitation) public liability insurance for loss, damage or injury caused by the Exhibitor neglect or default.

EXHIBITION INSURANCE

"Standard Insurance" can be arranged on your behalf. If you wish to make your own arrangements the standard cover and limits required are:

Exhibition Expenses The full value of lost expenses directly incurred in connection with the exhibition as result of Cancellation, Abandonment, Postponement, Curtailment, Failure to Vacate or Non-Arrival of Exhibits arising from any cause beyond the control of the Exhibitor and/or Organiser. "Standard Cover" £20,000.

Exhibition Liability The legal liability of the Exhibitor to pay compensation and claimant's costs and expenses arising out of bodily injury, disease or illness sustained by any person (other than an employee of the Exhibitor) or loss of or damage to material property. "Standard Cover" £5,000,000.

Exhibition Property The full value of Property whilst at the Venue, during build up and pull out and whilst in transit thereto and therefrom protected against loss or damage. "Standard Cover" £20,000

Satisfactory evidence of such alternative arrangements will need to be approved by the Organisation.

The organisers Exhibitor Insurance Policy is arranged by Event Insurance Services.

A full policy wording detailing conditions and exclusions is available from Event Insurance Services on request. The Organisation acts as the agent of the Exhibitor in arranging such insurance. Any exhibitor who requires cover for sums in excess of those stated or for risks not insured by the Organisation's policy should effect such additional cover on his own behalf. The Organisation cannot accept any responsibility for such additional coverage required or arranged by an exhibitor.

CANCELLATION BY ORGANISER/ FORCE MAJEURE

If at the absolute discretion of the Organisation, the Venue shall become unfit or unavailable for occupancy or it becomes impossible or impractical to hold the Exhibition for reasons beyond the control of the Organisation including (without limitation) fire, flood, storm, government intervention, malicious damage, acts of war, acts of terrorism, acts of God, strikes, riots or any other cause, the Organisation reserves the right (but shall not be obliged):

1) to change the location and/or date of the Exhibition;

2) to curtail the Exhibition;

3) to reduce the Installation Period, Open Period or Dismantling Period; or

to cancel the Exhibition.

In the circumstances specified in paragraphs 1, 2 and 3 of this section the parties agree and acknowledge that the Organisation shall not have any liability to the Exhibitor for refunds, additional expenses or charges or to make payment for any other loss or damage suffered by the Exhibitor.

If the Exhibition is cancelled in accordance with paragraph 4 of this section the Exhibitor agrees to accept in complete settlement and discharge of all claims against the Organisation a pro-rata share of the total amount paid by all exhibitors at the Exhibition, less all costs and expenses incurred by the Organisation in connection with the Exhibition including a reserve, established at the sole discretion of the Organisation, for future claims and expenses in connection with the Exhibition.

In the event that the Exhibition is cancelled by the Organisation for any other commercial reason including (without limitation) the lack of support for the Exhibition the Organisation will refund to the Exhibitor all charges paid by the Exhibitor to the Organisation and the Exhibitor agrees and acknowledges that he will have no further claim whatsoever against the Organisation in respect of such cancellation.

ADDITIONAL REGULATIONS AND FIRE PRECAUTIONS

The exhibitor must comply with the health, safety and fire regulations of the venue as enforced by venue staff.

No naked flames or smouldering products are allowed within the exhibition without prior agreement of the fire officer.

Exhibitors must not display goods of an inflammable, noxious or obscene nature. The organiser will remove any such unsuitable material from the event.

TERMINATION AND WITHDRAWAL

Without prejudice to any other rights it may have, the Organisation may terminate the Agreement by notice in writing:

If the whole or any part of the amounts due from the Exhibitor to the Organisation are not paid within 14 days of the due dates (whether formally demanded or not);

If the Exhibitor fails to observe and fulfil any of the terms and conditions of the Agreement;

If the Exhibitor shall have a receiver or administrator receiver appointed or the Exhibitor being a partnership has a receiver appointed or is wound up or dissolved or being an individual executes as debtor a deed of arrangement to which the Deeds of Arrangement Act 1914 applies or applies to the Court for an interim order or one is made under Part VIII of the Insolvency Act 1986 or the Exhibitor presents or has presented against him a bankruptcy petition or a bankrupt order is made against him or he enters into any compromise or arrangement with his creditors or a majority of them in value.

Upon termination the Exhibitor shall remain liable to pay the Organisation the amounts due from it under the Agreement prior to such termination.

PRESS AND PROMOTION

In consideration of the Organisers assisting exhibitors in promoting their work, exhibitors must agree to grant the organisers a non exclusive copyright license for any promotional materials supplied to the organiser and/or its appointed publicity contractor, for the purposes of promoting and publicising their work and the event. In granting this license exhibitors should be aware that the promotions may include the use of these materials on the Internet (World Wide Web) and that any images supplied may be scanned and held digitally for this purpose. The copyright is and will continue to be beneficially and solely owned by the exhibitor, who must ensure that it does not and will not infringe on any other copyright and that no information contained in the materials is or shall be inaccurate, misleading or injurious.

SHOW MAGAZINE

Whilst the organiser takes every effort to ensure that exhibitors contact details are correct in the promotional material for the new event, the organiser cannot accept responsibility for any errors printed therein and the organisers shall have no liability to exhibitors for any claims resulting from such errors.

ASSIGNMENT AND SUB-CONTRACTING

Exhibitors may not sub-let space within the area allocated to them.

SEVERANCE

If at any time one or more provisions contained in the Agreement is or becomes invalid, illegal or enforceable in any respect this shall not affect the validity, legality or enforceability of the remaining provisions which shall remain in full force and effect.

APPLICABLE LAW

The validity construction and performance of the Agreement shall be governed by English Law and shall be subject to the non-exclusive jurisdiction of the English Courts.