FOYER GALLERY TERMS AND CONDITIONS

The ANU School of Art Foyer Gallery is an access gallery coordinated by ANU School of Art Staff. Proposals are assessed on an ongoing basis. Priority will be given to ANU Staff and Students, School of Art and University activities and special events.

1. EXHIBITION DETAILS:

1.1. Hire Period: The hire period of the Foyer Gallery extends for two weeks, (or as negotiated with Gallery Staff). The timetable will be as follows unless otherwise discussed:
   - Set up: Monday preceding the exhibition opening period after 12:00 pm
   - Opening: Tuesday 6:00 pm (or as negotiated with Gallery Staff)
   - Closing: The final Saturday of the exhibition opening period at 5:00 pm
   - Pack up: Monday before 12:00 pm (or as negotiated with Gallery Staff)

1.2. Foyer Gallery Opening Hours:
   - Tue – Fri: 10.30am – 5.00pm
   - *Saturday: Noon – 5.00pm.
   - Closed: Sunday and Public Holidays

*Please note that the ANU School of Art Foyer Gallery is not open every Saturday. This will be brought to your attention when the dates of your exhibition are confirmed. If you wish to have the Foyer Gallery open on these days you need to make arrangements with the Gallery Staff. It will be a requirement that the Foyer Gallery will be invigilated by the Exhibitor on those Saturdays.

1.3. The hire of the Gallery does not entitle the Exhibitor to use or enter the premises at any time other than on the date/s and during the time/s specified in clause 1.2 or for any reason other than exhibition purposes without the prior approval of the Gallery.

1.4. The Exhibitor must procure all necessary licences and consents (including moral rights consents) for the right to display any work in which intellectual property subsists at its own expense and must, if and when demanded, produce evidence to the satisfaction of the Gallery that such licences and permissions have been granted. The Exhibitor warrants that the use of the works for the exhibition will not infringe the intellectual property or other rights of any person and not contain any defamatory or otherwise unlawful matter or breach the privacy of any person.

1.5. The Exhibitor, including its officers, employees, agents or invitees must:

   (a) comply with all its obligations as set out under this Agreement or as notified to the Exhibitor by the Gallery;
   
   (b) not display any advertising or promotional material in the Gallery or elsewhere on ANU property except as approved by the Gallery, and must remove any such material at the end of the exhibition;
   
   (d) not sell, dispose of or supply anything whatsoever in the Gallery or elsewhere on ANU property without the approval of the Gallery and subject to any conditions imposed by the Gallery (including charges payable to the Gallery);
   
   (f) comply with all reasonable directions and procedures relating to occupational health and safety, fire safety, and security (including ensuring that all external doors and all windows are locked when leaving the Gallery), in effect at the Gallery, whether specifically drawn to the attention of the Exhibitor or as might be reasonably inferred from the circumstances;
(g) not make any alterations to the seating, equipment or any other part of the Gallery without the prior approval of the Gallery. Any moved furniture is to be restored to its original location at the end of the hire;

(h) use the Gallery in conformity with all applicable laws, and applicable ANU Statutes, Rules and policies (including any relating to liquor and tobacco smoking) whether specifically drawn to the attention of the Exhibitor or as might be reasonably inferred from the circumstances;

(k) not misuse, damage, alter, or install unauthorised software on, any Gallery equipment;

(l) not grant any right to occupy or take an interest in any part of the Gallery;

2. FEES AND CHARGES:

2.1. Exhibitors External to the ANU

2.1.1. Exhibitors who do not have current standing within the Australian National University (the “ANU”) will be deemed to be external to the ANU and may be required to pay the full hire fee at the discretion of the Gallery.

2.1.2. The full hire fee for the Foyer Gallery is $600 for 2 weeks. This fee incorporates the $100 non-refundable deposit. The remaining $500 hire fee should be paid prior to the commencement of the hire period.

2.1.3. A $100 non-refundable deposit will be paid accompanying the signed Foyer Gallery Hire Agreement 8 weeks prior to the commencement of the Hire Period.

2.1.4. Amounts additional to the hire fee may be charged for damage, loss or liability incurred to the Gallery, any University property or grounds by the Exhibitor or its agents, employees, guests and invitees. Such additional amounts will be payable on demand to the Gallery within fourteen (14) days.

2.2. Exhibitors Internal to the ANU School of Art: Visiting Artists/School of Art Staff and Post-Graduate Students

2.2.1. A flat fee of $150 will be charged to the hosting Workshop or relevant ANU section to cover the deposit and Gallery hire for Exhibitors who have a current standing within the ANU School of Art.

2.2.2. Exhibitions to run for 2 weeks.

2.2.3. No provision of wineglasses or platters for exhibition openings.

2.3. ANU Exhibitors External to the ANU School of Art: ANU Staff and ANU Post-Graduate Students

2.3.1. A flat fee of $300 will be charged to the hosting Workshop or relevant ANU section to cover the deposit and Gallery hire for Exhibitors who have a current standing within the ANU.

2.3.2. Exhibitions to run for 2 weeks.

2.3.3. No provision of wineglasses or platters for exhibition openings.
3. **SALES AND COMMISSIONS**

3.1.1. The Exhibitor represents and warrants that it is legally authorised to sell works made available for sale (if any) in connection with this agreement.

3.1.2. Any sales must be made through the Gallery Staff and a 40% commission applies. The Exhibitor is responsible for providing a clear pricelist with the commission included in the price.

3.1.3. The Gallery will, as soon as practicable after the Exhibition, provide the Exhibitor with a reconciliation statement setting out the sum of all amounts received by the Gallery for the sale of the works less the commission payable to the Gallery under clause 3.1.1. Subject to 3.1.4, all monies owed to the Exhibitor by the Gallery from sales during the hire period will be paid to the Exhibitor within 30 days after the Exhibitor provides the Gallery with the required vendor information requested by the Gallery.

3.1.4. The Exhibitor agrees that any amount due to the Exhibitor under clause 3.1.3 may be offset against any cost to the Gallery as a result of the Exhibitor’s failure to make good in accordance with 4.1.5.

4. **THE EXHIBITORS RESPONSIBILITY (INTERNAL AND EXTERNAL TO THE ANU):**

4.1. By accepting an exhibition at the ANU School of Art Foyer Gallery the Exhibitor takes responsibility for the following:

4.1.1. **Invitation:** The invitation must use the ANU logo as specified and details of the Foyer Gallery provided by the Gallery Staff. The Gallery Staff must sight and approve invitations before they are printed.

4.1.2. **Use of name and logo:** The Exhibitor must not use the name, logo or brand of ANU or the Gallery without prior approval by the Gallery.

4.1.3. **Opening:** All glasses, platters, etc for the opening are to be provided by the Exhibitor. It is the responsibility of the Exhibitor to notify the Gallery staff of any corresponding events. It is the responsibility of the Exhibitor to clean up after the opening, including any spillages or foodstuffs dropped on the floor/tables.

4.1.4. **Installation:** All installation equipment (including ladders, drills, hammers etc) hanging materials and exhibition furniture must be provided by the Exhibitor. The Gallery does have a small selection of plinths however these can’t be guaranteed to be available at the time of your exhibition.

4.1.5. **"Make good":** The Exhibitor must return the Foyer Gallery space to a condition acceptable to Gallery Staff including removing all items brought into the Gallery and leaving the Gallery in a clean and tidy condition with all holes filled, sanded and painted.

4.1.6. **Media liaison:** The Gallery has a mail out (approx 600) as well as an email subscriber service (in excess of 600 subscribers). It is the Exhibitor’s responsibility to confirm the mail out dates with the Gallery staff.

4.1.7. **Labels and Room Guide:** A guide will be provided by the Gallery outlining required information for labels and pricing information.
4.1.8. **Exhibition at Exhibitor's own risk:** The Gallery is not responsible for any loss or liability for property placed in the premises by the Exhibitor, and the Exhibitor expressly releases, discharges and indemnifies the Gallery from any and all liability for loss, injury or damages to persons or property that may occur in connection with this agreement or the Exhibitor’s installation, exhibition or sale of works. The Exhibitor’s liability to indemnify the Gallery will be reduced proportionally to the extent that any negligent act or omission of the Gallery contributed to the Exhibitor’s loss or liability.

4.1.9. **Freight:** It is the responsibility of the Exhibitor to deliver work to the Gallery and to collect work from the Gallery.

4.1.10. **Other:** Where applicable, instructions regarding the maintenance of the exhibition and the artwork within the exhibition must be provided to the Gallery in writing.

5. **THE GALLERY’S RESPONSIBILITY:**

5.1.1. The Gallery is responsible for coordinating the Foyer Gallery and liaising with Exhibitors.

5.1.2. The Gallery will include the exhibition details in the quarterly calendar and list the exhibition in various local ‘free listings’ and on the ANU Website and the School of Art Gallery weekly E-bulletin.

5.1.3. The Gallery Staff will administer all sales during the exhibition during office hours.

5.1.4. The Gallery Staff will mind the Foyer Gallery during office hours and on Saturday between 12 noon and 5pm when there is an exhibition on in the Main Gallery.

5.1.5. Work exhibited in the Foyer Gallery is not covered by ANU Insurance for theft, loss or damage. The ANU provides Public Liability insurance which covers the ANU School of Art Foyer Gallery. The ANU School of Art Gallery reserves the right to withdraw any artwork from exhibition if the Gallery Staff considers the artwork to be hazardous or offensive. This will be done in consultation with the Exhibitor.

5.2. **The Gallery agrees to supply:**

5.2.1. Equipment and material reasonably required to ‘make good’ the Foyer Gallery space including sandpaper, paint and filler. This equipment and material is only available during office hours.

5.2.2. All light fittings and globes.

6. **IMAGE LICENSING**

6.1. The Australian National University requests images of your work of art (the “work”) for use in publications or other media for publicity or educational reasons. The Exhibitor gives approval for images provided to be included in the following:

   (i) School of Art/College of Arts & Social Sciences/University website;

   (ii) DVD, CD or other promotional video or audio formats;

   (iii) Print brochures or catalogues.

6.2. In giving this approval, the Exhibitor:
6.2.1. grants to the Australian National University a perpetual, irrevocable, royalty-free, world-wide licence to reproduce the work and include it in the promotional materials indicated above;

6.2.2. warrants that:

(i) the work is an original work
(ii) the Exhibitor is the copyright owner of the entire work
(iii) the Exhibitor does not require the consent of any other person to enter into this licence
(iv) the work does not infringe the copyright of any person
(v) the work contains no libelous or unlawful matter; and
(vi) the work makes no improper invasion on the privacy of another person;

6.2.3. acknowledges that the Australian National University shall own the copyright in the publications in which the work appears

6.2.4. indemnifies the University for any loss, damage, cost or expense incurred or arising by reason of the publication of the work;

6.2.5. requires that the work be reproduced in its entirety and in its original colours, and that a detail may only be used when the work is also reproduced in its entirety elsewhere in the publication, and that the image may not be overlaid with text or other graphic elements; and

6.2.6. requires that the Exhibitor’s name and the appropriate ascription of the work’s details (title, dimensions, materials etc.) accompany the image of the work.

6.3. Any image provided to the University by the Exhibitor will include the appropriate details for ascription. This should include the following:

(i) the name of the artist/author of the artwork;
(ii) the title of the artwork;
(iii) the year of production of the artwork;
(iv) the materials used in the production of the artwork;
(v) the final dimensions of the artwork; and
(vi) a photographic credit of the image of the artwork.

8. General

8.1 This Agreement shall be governed by and construed in accordance with the law for the time being in force in the Australian Capital Territory. The Parties submit to the non-exclusive jurisdiction of the Courts of the Australian Capital Territory.

8.2 This Agreement constitutes the entire agreement between the Parties and supersedes any prior communications, representation, negotiations and agreements, whether oral or written, with respect to the subject matter of this Agreement.
8.3 This Agreement may be terminated immediately by the Gallery by written notice to the Exhibitor if:

(a) the Exhibitor is in breach of any term or condition of this Agreement without prejudice to any other rights of the Gallery in respect of such breach; or

(b) the Gallery space is significantly damaged or otherwise not in a fit and reasonable state for use by the Exhibitor and the Gallery cannot repair it before the hire is to take place.

8.4 If a dispute ("Dispute") arises in relation to this Agreement, then either Party may give written notice that a Dispute exists and giving details of the Dispute. The parties agree that, following the issue of such a notice, they will attempt to resolve the Dispute by negotiations, including by referring the matter to personnel who may have authority to intervene and direct some form of resolution. If the Dispute has not been resolved within 28 days of the notice of the Dispute, then the Parties agree that they will undertake a mediation process. The mediator will be an independent mediator agreed to by the Parties. Unless otherwise agreed, the Parties will share the costs of the engagement of the mediator.