

Royal  
Academy  
of Arts

Entry Form

SUMMER EXHIBITION 2012

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## Introduction

Thank you for purchasing an Entry Form. Once you have read the Terms and Conditions of entry, please complete your Entry Form and labels. The completion of this Entry Form indicates your acceptance of the terms and conditions for the entry of works in the Summer Exhibition.

The Entry Form must be returned to the Summer Exhibition Office in the envelope provided no later than Tuesday 13 March. If you have any queries, please e-mail the Summer Exhibition Office at [summerexhibition@royalacademy.org.uk](mailto:summerexhibition@royalacademy.org.uk) or telephone 020 7300 5929/5969

## A

### Terms and Conditions of Entry

The maximum size for a submitted work (excluding sculpture) is 244 × 350cm.

Sculpture  
Please see section 3  
for the entry procedure

#### 1. The Selection Committee

- 1.1 All works sent for exhibition will be placed before the Summer Exhibition Selection Committee. This year's Committee comprises the following artists and architects: Peter Freeth, Tess Jaray, Eva Jiricna, Humphrey Ocean, Chris Orr, Barbara Rae, Alison Wilding and Chris Wilkinson, although the Royal Academy reserves the right to replace any member of the Selection Committee at its discretion.
- 1.2 The Selection Committee may decide to accept or reject any work submitted for the Summer Exhibition at its sole discretion. The Selection Committee's decision is final.

#### 2. Framing and glazing

The Royal Academy receives many thousands of works for the Summer Exhibition and cannot accept any liability for damage to works that are not submitted in accordance with this paragraph 2. Please also carefully read paragraph 8 of this Part A in relation to the Royal Academy's limitation of liability for damage to works.

- 2.1 All pictures, miniatures or reliefs and other such works submitted **MUST** be framed in a separate frame.  
**You are strongly encouraged to use simple, neutral coloured frames where possible.** Metal, glass and Perspex clip frames are not acceptable.
- 2.2 Artists must ensure that soft padding protects the corners of all works. **Frames must have no projection or hanging fixtures on the reverse. The Royal Academy will affix attachments to the frame should the work be chosen for exhibition and will not be liable for any scratches or scuffs that appear on frames during the ordinary course of handling.**
- 2.3 **In the event that the artist chooses to submit an unframed work, this will be strictly at the artist's own risk.**
- 2.4 Diptychs and triptychs should be submitted as one work. They must be securely fixed together with a baton running across the back of the work, for judging purposes. The artist's name and the work title should be inscribed on the reverse of each section of the work, together with the number of each part (eg. part 1 of 3). Instructions for the display of the work must be clearly set out on the reverse of the work.

#### 3. Entering works of sculpture

Sculpture will be selected in two stages. All artists must initially submit photographs of their sculpture, regardless of size, following these guidelines:

- 3.1 three (20 × 25cm) prints or colour laser-prints of each work, taken from different angles;
- 3.2 on the reverse of each photograph the artist's name, address, work number (1 or 2) title, size (height first) and medium should be stated.
- 3.3 photographs should arrive together with the Entry Form at the Summer Exhibition Office no later than Tuesday 13 March.
- 3.4 shortlisted artists will be requested to deliver their work for the second round of judging which takes place at the end of April.
- 3.5 photographs will be returned to artists in July.
- 3.6 Do not deliver your sculpture to the Royal Academy unless requested to do so in writing. Any artists delivering works that have not been requested will be turned away.

#### 4. Architecture

- 4.1 A work of architecture may consist of several drawings or models of one project. They must be mounted on a single backing, contained within one frame or included within one model case.
- 4.2 Models must be encased.
- 4.3 Architectural designs must be correctly credited, and should normally be submitted under the name of the designer. Drawings by an artist other than the designer must be inscribed as follows: 'Designed by *Name of Architect* or *Name of Firm*, Drawn by *Name of Draughtsman*'.
- 4.4 If you are entering this work on behalf of an architectural practice you need to ensure that the practice name, a contact name at the practice, the designer's name and any other relevant credit line are all clearly indicated on the relevant section of the form (also see paragraph 9 of these Terms and Conditions 'Third Party Submissions').

#### 5. Inadmissible works

- 5.1 The following types of work are inadmissible:
  - 5.1.1 works that are over the specified size limit of 244 × 350 cm (excluding sculpture);
  - 5.1.2 works that have already been exhibited in an institution in London (excluding prints);
  - 5.1.3 copies of works;
  - 5.1.4 works by a deceased artist who has been dead for more than a year on 13 March 2012;
  - 5.1.5 works that contain noxious or toxic substances, have flammability below 50°C or incorporate dangerous electrical appliances; or
  - 5.1.6 works that are in breach of copyright or any other provisions of these terms and conditions.
- 5.2 The artist must ensure that submitted works conform to all applicable health and safety standards and regulations. The artist agrees to indemnify the Royal Academy of Arts, its staff, and visitors to the exhibition for any liability or costs incurred as a consequence or breach of such standards and regulations.

#### 6. Withdrawal of works

- 6.1 The Royal Academy reserves the right to deny admission or withdraw a work from the exhibition if for any reason the work, or any circumstances surrounding the display of the work, appears to the Royal Academy to expose it to risk of legal proceedings.

#### 7. Intellectual property rights

- 7.1 Each artist by entering a work confirms that they hold all intellectual property rights in the work and that they have obtained prior written approval for the use of any third party copyrighted material contained in the submitted work.
- 7.2 Artists should tick the box in the appropriate place on the Entry Form if they DO NOT agree to waive copyright and fees if their work is reproduced in the press and other media, including broadcasting programmes as a result of collaboration between the Royal Academy and a broadcaster, such as the BBC ("Broadcast Programme") and, if required, in the Royal Academy Illustrated catalogue.

## 8. Limitation of liability

Up to 13,000 works are submitted every year for consideration by the Summer Exhibition Selection Committee. Of necessity, this involves considerable handling of artworks. Although the Royal Academy will use reasonable skill in all circumstances, occasional damage to works may occur.

- 8.1 Except as provided in this paragraph 8, the Royal Academy shall have no liability whatsoever for any loss, damage, destruction, deterioration or wear, including damage to frames ("Damage") caused to a work submitted for or exhibited during the Summer Exhibition.
- 8.2 The Royal Academy shall have no liability for any loss of profits or any other consequential loss, or any other indirect or incidental losses arising from the submission or exhibition of any work or arising from Damage to a work during the exhibition process. Nor will the Royal Academy have any liability whatsoever for any Damage to a work that is not submitted in accordance with paragraph 2 of this Part A.
- 8.3 The Royal Academy shall only be liable under these terms and conditions to an artist for Damage to a work, to the extent that such Damage arises as a direct result of the Royal Academy's negligence.
- 8.4 The Royal Academy's total liability arising under or in connection with these terms and conditions (whether from negligence, tort, breach of contract or otherwise) in respect of any Damage to a work shall not exceed the lower of: (a) the value of that work as stated on the Entry Form or (b) the value of the work determined in accordance with the valuation process set forth in paragraph 8.5 of this Part A, and in Either Case, if the work is for sale, Less the amount representing the Royal Academy's commission, all, and any posting and packaging costs.
- 8.5 If the Royal Academy disputes the value of the work or the amount of any Damage to the work, the dispute as to the value or the amount shall be referred, independently of any issue as to liability, to an expert independent valuer to be chosen by the Royal Academy, provided always that the valuer's determination shall not exceed the Royal Academy's maximum liability in accordance with paragraph 8.4 above. The valuer so appointed shall act as an expert and not an arbitrator. The valuer's decision shall be final and shall be conclusive evidence of the value of the work or the amount of the Damage to the work. The valuer's costs will be borne equally between the Royal Academy and the artist unless the valuer otherwise directs. The artist shall not be entitled to begin or maintain any action in respect of any Damage until the valuer has made a decision in accordance with this paragraph 8.5 as to the value of the Damage and such action shall then be only for the amount determined by the valuer.
- 8.6 Notwithstanding the preceding provisions of this paragraph 8, nothing in these terms and conditions shall exclude the Royal Academy's liability for death or personal injury caused by its negligence or for fraud.

## 9. Third party submissions

Where a third party (e.g. gallery, agent or other representative) completes the Entry Form and/or submits a work on behalf of the artist, you (the third party) confirm that: you have received the artist's permission, and have full authority and legal right, to submit the work; where you provide information on the Entry Form regarding the artist or the artist's work, you have first consulted with the artist and made all appropriate enquiries for the purpose of providing that information; you agree to be bound by these terms and conditions as the artist would be had they entered the work directly.

## 10. Works by deceased artists

If a work is submitted on behalf of a deceased artist in accordance with these terms and conditions, then the obligations of the artist shall be performed, and liabilities assumed, by the person submitting the work, who by doing so confirms to the Royal Academy that the person has all legal right to submit the work and otherwise to comply with these terms and conditions.

## B

### Completing the Entry Form

Please complete the following:

1. Entry Form
2. Tie-on labels
3. Self-adhesive labels

It is essential to give full and accurate information.

All artists are strongly encouraged to enter work which is available for sale.

**Please check the details thoroughly before returning your form no later than Tuesday 13 March to:**

Summer Exhibition Office  
Royal Academy of Arts  
Piccadilly  
London W1J 0BD

## 1. Medium

In all cases, the medium must be stated.

- 1.1 For drawings, please indicate pen (ink), pencil, chalk, wash, etc.
- 1.2 For prints, please state the method used (etching, wood-engraving, lithograph etc.).
- 1.3 For sculpture, please state the material of the work submitted and remember to include your photographs with your completed Entry Form.
- 1.4 For film based work, please submit a quick time file on a DVD. Do not include a menu screen.

## 2. Prices

- 2.1 The price stated in the Entry Form of all works for sale should take into account the Royal Academy's commission of 30% plus any applicable VAT and any other charges, such as UK postage and packing for sending editions of prints to purchasers. Artists who are VAT registered should include VAT in the price of works. It is essential for artists who are registered to state their VAT Registration Number on their Entry Form.
- 2.2 Prices of works for sale will be printed in the Summer Exhibition catalogue. No changes to prices stated in the Entry Form may be made by the artist during the exhibition.

## 3. Labels

- 3.1 The work numbers printed on the Entry Form correspond to the details of each work submitted. Please enter the details of your works on the Entry Form and on the numbered tie-on and self-adhesive labels. We advise you to complete the labels at the same time as completing the details on the Entry Form to ensure that they correspond.
- 3.2 Once the details of each work have been entered, peel off the appropriate barcodes from the enclosed sheet and stick each barcode in the space allocated on the Entry Form, tie-on labels and self-adhesive labels.
- 3.3 The self-adhesive label must be firmly fixed to the back of the work to which it belongs and the tie-on label must be attached by string so that it hangs over the front of the work concerned. Care should be taken that the correct labels are attached to each work. **Please ensure that all work-numbered labels (1 and 2) correspond to the correct work number and details given on the Entry Form.**
- 3.4 If a work entered on this Entry Form is not sent in, the Summer Exhibition Office must be informed in writing, by post or e-mail, as soon as possible.

## 4. Entering work from abroad

- 4.1 Artists submitting work from abroad should note that Value Added Tax (VAT) may be levied at the port of entry in the UK, and the Royal Academy must not be listed as importer of the work. The artist agrees to indemnify the Royal Academy for any charges or taxes incurred by it as a result of the importing of the work for the purposes of display in the Summer Exhibition.
- 4.2 It is recommended that work be consigned through an accredited agent for delivery to the Royal Academy. Artists are required to ensure that their agents are fully aware of these terms and conditions of entry.
- 4.3 HMRC information on VAT and UK entry procedures may be obtained from HMRC (telephone 0845 010 9000; + 44 2920 501 261 for international callers; [www.hmrc.gov.uk](http://www.hmrc.gov.uk)).
- 4.4 **Works sent by post or courier directly to the Royal Academy will not be accepted.\***

\* Please note that all other provisions set out in section C1 also apply to artists entering work from abroad.



## Delivering your work

### Please note

Works will not be received before or after these dates and times under any circumstances.

The Central London congestion charge operates between

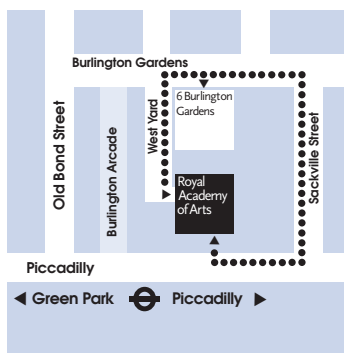
7.00 am – 6.00 pm,

Monday to Friday.

For more information telephone

0845 900 1234 or visit

[www.cclondon.com](http://www.cclondon.com).



## 1. How to send in works

- 1.1 Works should be delivered on the specific days detailed below, **with the exception** of works being delivered by one of the suggested transport agents, which should be delivered on **Friday 23 March 8am – 5pm** (any medium).
- 1.2 **Works sent by post or courier directly to the Royal Academy will not be accepted.** However, some transport agents may agree to receive works sent to them by post and to deliver them to the Royal Academy, unwrapped, on the appropriate days.
- 1.3 Works must be unpacked before they are handed over to the Royal Academy's art-handlers. Crates cannot be stored by The Academy.
- 1.4 **Transportation will not be organised by the Royal Academy and expenses must be borne by the artist.**

## 2. Glazed and Unglazed works should be delivered to 6 Burlington Gardens as follows:

### Glazed works

(watercolours, prints, drawings etc.)

Monday 26 March 8 am – 7 pm

Tuesday 27 March 8 am – 7 pm

### Unglazed works

(oils, acrylics etc.)

Wednesday 28 March 8 am – 7 pm

Thursday 29 March 8 am – 7 pm

## 3. Sculpture and Architecture should be delivered to the West Yard of the Royal Academy as follows:

### Sculpture\*

### Architecture

Wednesday 25 April 8 am – 7 pm

Thursday 26 April 8 am – 7 pm

- \* Works of sculpture should not be delivered to the Royal Academy unless artists are requested to do so (see A3)

Artists will be informed in writing whether or not entries have been successful by Thursday 24 May 2012. Please only contact the Summer Exhibition Office after 25 May 2012 if you have not received such notification.

### D

## Successful Entrants

### 1. Exhibitors

- 1.1 Successful entrants to the Summer Exhibition will receive an invitation to the *Summer Exhibition 2012 Varnishing Day Reception* which takes place in the Main Galleries on Monday 28 May and is preceded by the *Service for Artists* in St James's Church, Piccadilly.
- 1.2 Exhibitors will also receive an exhibitor's card which admits them (with one guest) to the private views of the Summer Exhibition between 10 am and 8.30 pm on the 31 May and 1, 2 and 3 June (Friday 1 June until 10pm) and allows only the artist free entry throughout the run of the exhibition.

### 2. Sale of works

- 2.1 **The sale of any work exhibited in the Summer Exhibition (including all prints from an edition allocated for sale therein) shall be subject to the payment of 30% commission (plus any applicable VAT) to the Royal Academy.** Commission shall also be payable where the sale of any such work takes place after the close of the Summer Exhibition, but where that sale is made as a direct or indirect result of its display in the Exhibition. **All substantive enquiries and negotiations between a potential purchaser and the artist regarding the sale of any work, along with any sales once concluded, shall immediately be notified to the Royal Academy.** Commission payments received by the Royal Academy will be used to support the work of the Royal Academy Schools and its other non-profit making activities. A deposit equal to the commission will be taken from intending purchasers by the Royal Academy at the time the purchaser offers to buy the work.
- 2.2 A red spot will be used to indicate to the public that the work is subject to sale.
- 2.3 The Royal Academy will send official confirmation of the offer of sale by post to the artist. This will incorporate a statement summarising the details of the transaction.
- 2.4 The Royal Academy's role is strictly limited to introducing the purchaser to the artist. The Royal Academy does not act as the artist's agent or partner, and has no authority to negotiate or conclude the sale of a work.
- 2.5 If for any reason the artist does not accept the offer, the deposit will be refunded to the purchaser by the Royal Academy.

- 2.6 If the artist accepts the offer, he or she shall contact the purchaser and make arrangements for the payment of the balance.
- 2.7 If the sale is not concluded for any reason as a result of a default under the contract between artist and the purchaser, the artist shall have no claim to the deposit. The Royal Academy reserves the right to retain the deposit in lieu of commission.
- 2.8 An artist registered for VAT is required to provide the purchaser with a VAT invoice for the full amount. All arrangements regarding the sale of the works should be made in writing.

### 3. Close of the exhibition

- 3.1 Before the close of the exhibition artists will receive a Removal Order for each exhibited work. This Removal Order must be completed and signed by the artist. If the work has been sold, the artist should send the Removal Order to the purchaser as soon as full payment has been received by the artist from the purchaser. In the event that the artist signs the Removal Order and full payment has not been received by the artist, this will be strictly at the artist's own risk.
- 3.2 No work will be released by the Royal Academy without the presentation of a correctly completed Removal Order. The Royal Academy will not pack, return or forward any work.
- 3.3 Please note that no work that has been accepted and displayed may be removed prior to the close of the Summer Exhibition on Sunday 12 August 2012.

### 4. Collection dates and times

- 4.1 Exhibited works may be collected from the West Yard of the Royal Academy between Saturday 18 August and Friday 7 September: Monday to Friday from 8 am to 4 pm, Saturday 9 am to 4 pm. Closed on Sundays and on Monday 27 August (Bank Holiday).
- 4.2 **Please note that a fee of £ 15 per week per work will be charged if the work is not collected within this period, and this charge is payable by the person presenting the Removal Order.**

### E

## Unsuccessful Entrants

### 1. Collection dates and times

- 1.1 Those works not included in the exhibition must be collected by or on behalf of the artist between Monday 28 May and Saturday 23 June inclusive: Monday to Friday from 8 am to 4 pm, Saturday 9 am to 4 pm. Closed on Sundays and on Monday 4 and Tuesday 5 June (Bank Holidays). The collection arrangements will only apply between Monday 28 May and Saturday 23 June inclusive. The Royal Academy will not pack, return or forward any such works, or otherwise have any responsibility for returning such works to the artist.

- 1.2 **Please note that if any such works have not been removed by Saturday 23 June, The Royal Academy will charge a fee of £ 15 per week per work or part thereof in respect of each such work.**
- 1.3 Notwithstanding the provision in paragraph 1.2 of this Part E, if any works have not been removed by 31 August 2012 they will be deemed to have been abandoned by the artist and the Royal Academy shall be entitled, without notifying the artist, to sell or otherwise dispose of such works and to use the proceeds of the sale to cover any outstanding charges under paragraph 1.2.