## Condensed Terms and Conditions for shortlisted works as per the Terms for Entry Artwork Loan:

## The Poster Prize for Illustration 2019 - London Stories

- The Lender hereby warrants that s/he is the legal and beneficial owner of the work of art, or if not that s/he is authorised to enter into this Loan Agreement on behalf of the legal and beneficial owner. The Lender agrees to lend the work of art to the Borrower and the Borrower agrees to accept the work of art on loan subject to the terms of this Agreement
- 2. The artwork shall be displayed for the Loan Period specified in this agreement. The work of art shall be delivered and collected by the Lender himself or a person indicated by the Lender on the delivery and collection dates stated in this agreement.
- 3. The Lender will ensure that the artwork is glazed and framed with simple black wood profiles fitted with mirror plates for public display at the London Transport Museum (LTM), Covent Garden Piazza, London, WC2E 7BB from Friday 8 February until Sunday 9 June 2019.
  - A) If the image is digital, the artwork must be a high quality print no larger than A2 594 x 420mm (23.4 x 16.5 inches).
  - B) Original framed artwork should be no larger than A1 841 x 594mm (33.1 x 23.4 inches) and suitably packed. We prefer to receive original art wherever available.
- 4. Your Submission cannot be removed from the exhibition until the exhibition has ended.
- 5. Delivery to and collection from the exhibition, including all costs of insurance, packaging, taxes and duties (inbound and outbound) and other incidental costs, are your responsibility.
- 6. Neither LTM nor AOI can store any packaging relating to your Submission and any packaging supplied may be destroyed.
- 7. Artists are required to submit their own caption (in no more than 50 words) to explain the rationale and inspiration for their artwork. This caption will be reproduced to accompany each exhibited artwork. The Association of Illustrators (AOI) and LTM will reserve the right to edit captions.
- 8. Exhibitors must collect all artwork from LTM within 5 days of the end of the exhibition on the 9 June 2019. The Lender may choose to make arrangements for the return of the loan via courier at the Lenders expense at termination of the Loan Period by notifying the Borrower in writing. Details to be confirmed closer to the date. Any artwork not collected or with collection arranged by the collection date shall be deemed property of the AOI and may be destroyed.
- 9. If the legal ownership of the loan shall change during the period of the Loan, the new owner may, prior to its return, be required to establish legal right to receive the Loan. If sold the artwork will still remain in the exhibition until the expiry of the loan period and expiration of this agreement.
- 10. The lender agrees that all images and the name of the author selected for the exhibition can be published on LTM and AOI websites and social media channels.
- 11. The responsibility for loss or damage, however caused, is the responsibility of the artist including the periods the artwork is in storage, transportation and exhibition. You are therefore advised to arrange adequate insurance to cover against such risks. The AOI and LTM and any sponsors shall not be liable for any loss or damage to property whether or not caused by their negligence.
- 12. The Borrower shall produce a condition report for the work of art as soon as reasonably practicable on receipt of the work of art. A qualified member of the Borrowers staff or the Venues staff shall regularly check the condition of the work of art throughout the Loan period. Any change in the condition of the artwork shall be noted on the condition report and shall be reported in writing to the Lender. Save as set out herein, the Borrower shall not carry out or allow the Venue to carry out any conservation on the work of art without the prior written consent of the Lender. In situations requiring immediate action the Lender may provide verbal consent and direction concerning any necessary treatment or handling of the artwork.
- 13. If the work is damaged, lost or stolen the Borrower shall immediately inform the Lender in writing of the event and the cause, if known.
- 14. Notices to be given by either party shall be in writing, unless otherwise specified in this Agreement, and shall be deemed to be duly given if sent by post, facsimile or by electronic mail.

## Terms and Conditions Digital Artwork Agreement: The Poster Prize for Illustration 2019 – London Stories

- 1. High resolution digital files are to be sent directly to the Poster Prize Dropbox. Please upload your high res artwork by clicking on this link <a href="https://www.dropbox.com/request/Dwm7KVHF4uOD8gfx6OBz">https://www.dropbox.com/request/Dwm7KVHF4uOD8gfx6OBz</a>. To make it easy to identify your file, please name it: (First\_SurName-Title-imageNumber) as per your notification email. Upload the file by Tuesday 2 October 2018 to ensure sufficient time for marketing, exhibition and potential merchandise designs to be produced. Images will need to be in jpg, pdf or tiff format at 300dpi and within these dimensions: 635mm x 1016mm or 505 x 760mm at 300dpi to best fit the poster if selected as winner. LTM to consult copyright holders directly for approval regarding any cropping to their image that is deemed necessary to effectively fit product templates.
- 2. The First Prize Award winning copyright holder is required to grant a one year exclusive license to Transport for London and LTM for the use of their image in publicity/advertising materials and for the possible use on posters, postcards and merchandise for sale, and thereafter a nonexclusive licence for the same rights requested for the period of copyright. The artist shall agree to receive 30% of the net profit from any sales administered by LTM.
- 3. All merchandising is at the discretion of LTM, but right holders will be consulted by LTM directly if any changes such as cropping are necessary. All artists grant a non-exclusive license and agree to receive 30% of the net profit from any sales administered by London Transport Museum. The AOI will inform artists whose work has been selected for use prior to the exhibition opening.
- 4. LTM and the AOI shall have the right to use all Submissions electronically and in print to promote the exhibition in this year and future years, and for archive and documentation process.
- 5. The artist grants permission to LTM and AOI to use digital files relating to their submission to promote the exhibition and associated events on their various platforms.
- 6. This Agreement shall be governed by and construed in accordance with English Law.