



Carshalton Artists Open Studios - Terms & Conditions of Participation

Please read the following points carefully. As an artist agreeing to participate in Carshalton Artists Open Studios, you agree to the following terms and conditions.

Before CAOS:

1. Carshalton Artists Open Studios purpose is to promote the arts in Carshalton and the practicing artists displaying/selling their own work.
2. All applicants must live, have their studio, or work within the circle boundary shown on the location map (see details on our website). Any applicants outside of the purple trail boundary must confirm a location within the purple boundary in order to be a location on the trail. Commercial and hired locations could require an additional cost to the artist.
3. If it's not possible for an artist to exhibit both weekends this must be arranged in advance of publication of the trail directory. Once you have committed and the information is published, it cannot be changed.
4. Carshalton Artists reserve the right to review submitted events, locations and artists and change details which do not comply with the Terms and Conditions, or are felt to be untrue or offensive.
5. Commercial premises are welcome to take part as locations if hosting artists but will not be used for other unrelated business activities. If a commercial premises would like to promote their business they can, in addition, offer sponsorship for Carshalton Artists Open Studios brochure (contact: CarshaltonArtistsOpenStudios@gmail.com)
6. It is a condition of taking part in CAOS that all artists must take out public liability insurance. We recommend Artists Now: [Artists Now - Insurance for members](#) though there are other options available. Carshalton Artists will take no responsibility for injury to members of the public when visiting CAOS locations. Try looking at your location through the eyes of a visitor and consider any risks in order to reduce or eliminate them and display the disclaimer notice provided.
7. All application fees are paid per artist– there is no limit to the number of artists exhibiting in one location, nor are any other obligatory extra fees charged.
8. All CAOS venues must undertake to correct any errors on their listings by the date specified. Carshalton Artists cannot accept responsibility for any errors not clearly outlined.
9. Carshalton Artists will provide registered artists with regular feedback and information regarding the provision of services, fees and other changes, including any decisions taken, via group meetings and email communication.

10. All artists must read and respond when necessary to communication from Carshalton Artists. This in order to provide necessary details by deadlines given to assist the event planning and be kept informed about their participation in the event. This communication will be in the form of emails, Whatsapp and via the artist hub on the Carshalton Artists website.
11. Carshalton Artists reserve the right to refund payment and withdraw any entry that does not, after due consultation and consideration, comply with our Terms and Conditions of registration. Language or artwork that is abusive or discriminatory to people on the basis of age, disability, gender reassignment, marriage and civil partnership, pregnancy and maternity, race, religion or belief, sex or sexual orientation will not be accepted and the right to register with CAOS will be withdrawn.
12. All artists names and digital images provided by artists during registration for the CAOS event (uploaded using the CAOS Artist Application Form) will be used on the CAOS website, printed marketing materials (e.g. the Trail Map) and CAOS social media marketing. The purpose is to promote the artists and the event.

During CAOS:

13. All locations must be open at all published times during both weekends, ie 10am-5pm. Opening outside of these times is at the artist's discretion.
14. Artists must be in attendance at their location at all published opening times.
15. Locations must have a contingency plan in case of poor weather conditions. For example, repositioning work that may be affected by rain or wind, in order to continue in some capacity.
16. If it's not possible for an artist to continue participating during the event for the published times, ie due to illness, extreme weather or other change of circumstance, the artist must contact the committee ASAP in order to inform visitors.
17. It's not acceptable to display the work of other artists not registered with CAOS in your location.
18. All work displayed by artists must be their original work and not subject to any copyright infringements. Any copyright infringements will not be the responsibility of the governance of Carshalton Artists or CAOS or the location and will need to be dealt with by the artist responsible for the infringement.
19. Artists will be obligated to assist with collecting information on visitors and share visitor information with Carshalton Artists, in line with funding requirements from local and national bodies and to help promote future Carshalton Artists events.

After CAOS:

20. Artists will be obligated to offer their own feedback of the event in order to better understand the artists and visitor experience, improve planning, promote equality.

Artists Workshops:

Artists involved in workshops (physical and online, including demonstrations) must follow the above rules but also:

1. Undertake any workshop under the strict understanding that they have sole liability for the workshop and have responsibility for any injury or loss or damage to property involving members of the public when participating in workshops.
2. Accept that Carshalton Artists have no liability or responsibility for any injury or loss or damage to property involving members of the public when participating in workshops.
3. Supply Carshalton Artists with relevant detailed risk assessment breakdown in writing.
4. Register their intention with Carshalton Artists to hold a workshop, well in advance of CAOS. This includes an outline of the purpose of the workshop, possible health and safety issues, risk assessment, possible outcomes and costs, well in advance of the CAOS event dates.
5. Adhere to health and safety regulations outlined in the use of and regarding the use of any materials and techniques in the workshop.
6. Manage information relating to bookings, payments and contact information in line with GDPR, for the purpose of CAOS or if clearly indicated for future events.
7. Ensure that a responsible adult accompanies any children below the age of 16 involved in workshops.
8. Ensure, where possible, that workshops adhere to Carshalton Artists Equality and Diversity policy

Policy surrounding copyright and AI:

CAOS uses the following guidelines, informed by U.K. copyright law and regulations from other U.K. open studios events. And the assumption that it's the act of creation which means it is copyrighted. There is no need to register it to acquire copyright.

1. Works submitted and exhibited:

- must NOT be copies of existing copyrighted works by other people and
- must be original ie the artist should be capable of asserting copyright over the work submitted.
- the artist, by exhibiting their work, is explicitly stating that the artwork is original, all their own work and is not either infringing copyright nor created using AI

2. The artist

It is the artist's responsibility to ensure that no work displayed is in breach of copyright law and the rules above. All responsibility for ensuring copyright shall remain solely with the artist, as will the liability for any penalty arising in respect of any such breach.