



CENTRALE FOR CONTEMPORARY ART

Please read these Application, Exhibition and Demonstration Terms and Conditions carefully. Any artist applying to the exhibition accepts de facto all the present terms and conditions.

The FAQ with answers to frequently asked questions will help the Artist with their application.

For their own convenience, the artists are strongly advised not to wait to the last day of the call to submit their application.

Terms and Conditions of application, exhibition and demonstration

Preamble: the *hosting* Exhibition

Following the refurbishment of its spaces, Centrale, the City of Brussels' contemporary art centre, is reopening its doors with the exhibition *hosting*, which will run from 10 October 2024 to 23 February 2025.

hosting welcomes and celebrates the artistic diversity of the contemporary art scene in Brussels, opening up to the city, its periphery and its artists.

With the aim of reinforcing its openness to the city and continuing to develop as the art centre for all the people of Brussels, the exhibition is based on a call for applications from artists of all generations and disciplines in the visual arts, who work or live in Brussels or in the 25 communes of the surrounding area. In this way, the contours of an inclusive city are taking shape, transcending the administrative boundaries of the 19 communes.

The exhibition will be presented as a huge cabinet of curiosities occupying all the spaces at Centrale.

Artists responding to the call must submit one to three works. Their anonymised application will be submitted to the artistic committee on the basis of the visuals, texts and video/sound extracts received. The artistic committee is made up of the four artists Manon de Boer, Pégagie Gbaguidi, Juan Pablo Plazas et Richard Venlet and the Centrale's artistic director.

Artists are asked for the sale price of their work(s) in the application form so that, when necessary, the sale can be organised.

Each Artist selected will receive the terms and conditions of sale and on this basis will decide whether or not to put his/her work(s) up for sale.

The Terms and Conditions below apply to all applications for one to three works to be shown in the *hosting* exhibition at Centrale.

Any artist applying to the exhibition accepts de facto all the present Terms and Conditions.

The Artist acts as the natural person who applies to *hosting* and will therefore be the only valid and responsible contact for the loan of works and for the exhibition.

BRUXELLES-MUSÉES-EXPOSITIONS A.S.B.L. (HEREAFTER REFERRED TO AS ASBL) is the manager of Centrale with registered office at rue du Poivre 1, 1000 Brussels

Registration Number: 460976365

Contact : Pascale SALESSE, manager and director of the Centrale.

1. Subject of the call for applications

The ASBL intends to organise the exhibition *hosting* from 10 October 2024 to 23 February 2025 at The Centrale, Place Sainte-Catherine 45, 1000 Brussels, in accordance with the concept set out in the preamble.

The exhibition is based on a call for applications from artists of all generations and disciplines in the visual arts, who work or live in Brussels or in the 25 communes of the surrounding area.

Artists responding to the call must submit one to three works. Their anonymised application will be submitted to the artistic committee on the basis of the visuals, texts and video/sound extracts received. The artistic committee is made up of the four artists Manon de Boer, Pélagie Gbaguidi, Juan Pablo Plazas et Richard Venlet and the Centrale's artistic director.

2. Online Application Form: registration and admissibility

2.1. To apply to *hosting*, the Artist must complete the online application form to be found on the Centrale's website: <https://centrale.brussels/en/events/open-call-hosting/>

2.2. To be accepted, the registration form must be complete. All mandatory boxes must be completed, and the required documents must be attached in the format or as indicated.

2.3. In particular, the visual(s) in digital format attached to the form are the sole basis on which the committee will make its selection.

2.4. Failure to comply with the photo format will invalidate the application.

2.5. Applications submitted after the closing date of the call for applications will not be accepted regardless of the reason. To be certain of being considered, artists are strongly advised not to apply on the last day of the call.

2.6. Each artist may submit only one application form for 1 to 3 artworks. The Artist completes and submits their application form in strict accordance with the instructions. Failing this, any work submitted as part of the application form will be inadmissible and will be withdrawn from the exhibition selection process.

2.7. The application form is non-transferable and may only be used by the Artist. In the event of misuse of the application form or if it is found that the Artist has used more than one form, the application will not be accepted.

2.8. If all the fields of the form are complete, the Artist will receive an automatic e-mail that is equivalent to an acknowledgement of receipt, together with a copy of their answers and the present Terms and Conditions of application and exhibition.

2.9. The application will then be analysed for admissibility according to the criteria set out in point 3 of these terms and conditions.

2.10. Only applications deemed admissible will be submitted to the selection committee.

3. Conditions of admissibility of the application

The Artist may submit one to three works for the *hosting* exhibition provided that they:

3.1. Are the creator of the work(s) or one of the creators commissioned by a collective.

3.2. By submitting a work, the Artist confirms that they hold all intellectual property rights to the work and has obtained any necessary third-party consents.

3.3. Each work must be in a good state of conservation and display, with no hidden defects or risk to the safety of the venue or people.

3.4. Are resident in the Brussels Region or surrounding area at the time the online form is submitted and throughout the exhibition period. Only postcodes listed on the form are eligible.

The documents accepted as proof of residence are a recent proof of residence issued by the local authority in the Artist's name or a recent energy or water bill in the Artist's name showing the home or studio address.

The personal data of artists not selected will be deleted as soon as the selection is finalised. The personal data of the selected artists will only be used for the purposes of the project *hosting* and any possible sale.

3.5. The following works are not eligible:

- Please note that we only accept videos and sound pieces that are less than 30 minutes long. If you exceed this length, your work will not be taken into account.
- Any work that contains harmful or toxic substances, is flammable below temperatures of 50°C, contains human tissue or contains dangerous electrical equipment. All conventional electrical or audiovisual equipment must be accompanied by a valid electrical compliance certificate issued by an approved body. Any breach or fraud and any consequences thereof shall be the sole and entire responsibility of the Artist and all related costs shall be borne solely by the Artist.
- Any work that includes textile elements of animal origin, including but not limited to wool, silk, animal hair, leather and feathers, and that has not been treated against parasites. All works comprising textile elements of animal origin must be treated against parasites before being delivered to Centrale. The Artist must inform the ASBL's technical manager of the treatment carried out before the work is delivered to Centrale. Any breach or fraud and any consequences thereof shall be the sole and entire responsibility of the Artist and all related costs shall be borne solely by the Artist.

4. General conditions

4.1. The Artist owns all the rights to each work offered. If the Artist does not own all the rights, titles and interests in a work and they nevertheless submit the work, the Artist takes full responsibility and undertakes to indemnify the Centrale and the injured parties against all losses, liabilities, costs and expenses relating to claims made by third parties alleging partial or total ownership of the work or of any right in the work, including intellectual property rights detailed in article 12.

4.2. By applying, the Artist guarantees that they are free to accept the present terms and conditions and that the execution of their project does not contravene any commitment to which they are otherwise bound. They also confirms that they are free to perform their obligations without infringing the rights of any third party and guarantees the ASBL against any claims from any third party in connection with the exploitation of the work and/or the performance of the contract.

4.3. The title of each work and its specific characteristics (title, technique, year of creation) as mentioned in the application form may be used on all internal (in the exhibition's booklet) and external (promotional, press, educational, informative) communication media.

4.4. The ASBL does not charge registration fees. The Artists exhibit free of charge.

4.5. Given the large number of works exhibited, by applying, the Artist accepts that their work(s) will be presented in the layout chosen by the ASBL in consultation with the artistic committee, with no possibility of appeal. No requests for specific display devices will be accepted.

4.6. The schedule of the *hosting* project as a whole is subject to change and the Artists will be notified by e-mail of any changes within a reasonable time, except in cases of force majeure.

5. Online Access

Whilst the ASBL endeavours to ensure that Centrale website (the “Website”) is available 24 hours a day, the ASBL will not be liable if, for any reason, the Website is unavailable in part or in whole at any time or for any period, including, without limitation, during the last 24 hours prior to the closing date for applications. Access to the Website may be suspended temporarily and without notice in the event of system failure, maintenance, repair or for reasons beyond the control of the ASBL.

6. The exhibition’s artistic committee and the selection process

6.1. The artistic committee is made up of the four artists Manon de Boer, P lagie Gbaguidi, Juan Pablo Plazas et Richard Venlet invited by the ASBL and the artistic director of Centrale.

6.2. The artists who make up the artistic committee, along with Centrale’s artistic director, present their own works in the exhibition, and participate in the selection committee for the works, the scenography and the design of the exhibition space.

6.3. The ASBL and the selection committee it has appointed may accept or refuse any work submitted for the exhibition, at their sole discretion. The decision of the ASBL and the Artistic Committee is final and sovereign. The selection process is based on the principle of artistic freedom, as well as constraints linked to the *hosting* project and the exhibition space.

6.4. The applications presented to the selection committee are made anonymous. Works are selected on the basis of digital images, texts or video/sound extracts that comply with the application instructions for registered and validated works.

6.5. Personal data will not be accessible to the selection committee so that applications will be examined anonymously.

6.6. Each Artist will be informed by e-mail, according to the schedule, of the committee’s decision to include one, two or three of their work(s) or none at all. For the project to run smoothly, the Artist must honour their commitment to present the work(s) selected by the committee.

6.7. The Artist whose work(s) has/have been selected undertakes to acknowledge receipt of the artistic committee’s positive decision. If no news is received from the Artist within 30 days of the email being sent by the ASBL, the ASBL will consider that the Artist has withdrawn their application without any possibility of appeal.

6.8. If one of their works is selected, the Artist will receive one label per work to be affixed to the packaging of the work.

6.9. The final list of Artists selected for the exhibition will be announced on the date indicated in the exhibition calendar.

7. Right of withdrawal

The ASBL reserves the right to refuse admission or to withdraw a work from the exhibition (before or during display) if, for any reason whatsoever, the work or the circumstances surrounding the display of the work appear to expose the ASBL and Centrale to potential or actual damage to its reputation, to the risk of legal proceedings or to the application of the law, including, but not limited to, the alleged infringement of the intellectual property rights of a third party. Where appropriate, the ASBL will notify the Artist of its decision as soon as possible by e-mail, stating the reasons for the decision. The Artist acknowledges and accepts that the ASBL is the sole judge of the appropriateness of such withdrawal, and waives the right to claim any compensation whatsoever for the withdrawal of all or part of the work.

8. Condition of the works and safety

8.1. By submitting one or more works, the Artist guarantees that the work(s) are in a good state of conservation and display.

8.2. The Artist undertakes to state, on the application form, any damage or deterioration noted on the work before the loan period and clearly to specify in writing the nature of the damage and its exact location on the work (including the frame), so that a comparison can be made when the work is unpacked at Centrale. Any damage reported will be analysed and recorded by the person appointed by the ASBL when the work arrives. It is advisable to add soft padding to all the corners of the works for transport.

8.3. The ASBL reserves the right to refuse any of the works selected by the committee that has defects/deteriorations that have not been mentioned or which have been concealed and which would render it unsuitable for display and detract from the quality of the exhibition, without the Artist having any possible recourse.

8.4. The Artist confirms that each work is in a condition to withstand the normal rigours of handling and exposure at Centrale.

8.5. The Artist ensures that each work submitted complies with all applicable health and safety standards and regulations. In particular, for works that include electrical components, the Artist must enclose a copy of the recent electrical compliance certificate attested by an approved organisation, to be uploaded with the application form. Without such certificate, the work cannot be exhibited. The Artist agrees to accept full responsibility from the ASBL and the City of Brussels, their staff, suppliers and visitors to the exhibition (including installation and dismantling) for any loss, damage, cost or expense resulting from a breach of these standards and regulations.

9. Deposit of works at Centrale

9.1. The Artist undertakes to deposit their work(s) at Centrale on the date and at the time agreed.

9.2. Transport is not organised by the ASBL and transport costs (including packaging) are not covered by the ASBL.

9.3. On arrival at Centrale, the Artist will unpack their own work(s), hand them over to the clerk and receive a certificate of deposit, which is the only proof of receipt of the work.

9.4. The Artist may ask a third party (private individual or carrier) to deliver their work(s) under their sole responsibility, provided that the delivery is made within the agreed timeframe, that the delivery person is responsible for unpacking the work(s) and that they are authorised to receive the proof of delivery. No duplicates will be issued to the Artist.

9.5. In line with its policy of reducing the environmental impact of its activities, Centrale asks Artists to take their packaging materials with them for recycling or reuse.

10. Installing – dismantling and scenography

10.1. The Artist must provide all mounting materials, which must be functional and reliable, ready to be used by the ASBL. If the material is deemed unsuitable by Centrale, its teams will adapt the mounting material for optimum installation at its premises, while respecting the integrity of the works. In this event, the Artist will have no recourse, unless the work is damaged as a result of inappropriate handling on the part of the ASBL. If the ASBL suspects that problems will arise, it will consult the Artist, who will take the decision in full knowledge of the facts.

10.2. It is advisable that all two-dimensional works (photographs, drawings, etc.) submitted must be framed. Artists are advised to use simple, neutral-coloured frames. If the Artist decides to submit an unframed work, they do so strictly at their own risk.

10.3. For sculptures, the Artist does not have to provide a pedestal unless it forms an integral part of the work. Pedestals will be provided by the ASBL for the exhibited works.

10.4. Any work composed of several parts must be clearly identified as a single work.

10.5. The ASBL decides on the exhibition's scenography together with the artistic committee. Given the large number of works presented, the Artist will not be consulted as to the presentation and location of their work(s) in the exhibition. The decision of the artistic committee and the ASBL is final. Under no circumstances may the Artist withdraw their work(s) because they are not satisfied with the presentation.

10.6. The ASBL reserves the right to broadcast the audiovisual works on Centrale's equipment adapted, without possible recourse. This also includes sound diffusion (with or without headphones).

10.7. The Artist agrees that their work can be identified by a number in the exhibition. This number will be included in a booklet listing all the works, enabling the public to identify each one on the basis of the information provided in the application form (name of the artist, title of the work, technique and date of production).

11. Collecting the works at the end of the exhibition

11.1. No work exhibited may be withdrawn before the exhibition closes. The Artist undertakes to collect their work(s) from Centrale after the exhibition closes on the date and at the time agreed beforehand.

11.2. The ASBL does not organise the return transport and the transport costs (including repackaging) are not covered by the ASBL.

11.3. The Artist must arrive at Central at the scheduled time and repack their work(s) after completing, signing and dating the removal order(s) (one removal order per work).

11.4. The Artist may ask a third party (private individual or carrier) to collect their work(s) under their sole responsibility, provided that the scheduled time is respected, that the packaging is insured and that the third party is authorised to sign the removal order. No duplicates will be issued to the Artist.

11.5. The ASBL may, at its discretion, issue an updated removal order, including changes to the period specified for the collection of works, if circumstances make this necessary.

11.6. The ASBL will not release any work without presentation of the removal order (printed copy) which will be issued at the end of the exhibition.

11.7. If the work(s) have not been collected by the final collection date specified on the removal order (including any amended date notified by the ASBL), the ASBL will charge a fee of €20 per week, or part thereof, per work. This fee is payable by the person presenting the removal order at the time of collection.

11.8. Notwithstanding the provisions of clause 11.7, if an exhibited work has not been removed within three months of the final collection date of the exhibited works (including any adjusted date notified by the ASBL), the work will be deemed to have been abandoned by the Artist, so that title to the work will pass to the ASBL and the ASBL will have the right, at its discretion and without informing the Artist, to retain or otherwise dispose of that work without destroying it.

12. Author's rights

12.1. The Artist declares that they hold all right in the works and indemnifies the ASBL against any claims by third parties.

12.2. The ASBL cannot be held responsible in any way for any disputes, claims or appeals from third parties claiming rights in any way whatsoever over the photographs, the persons photographed, the owners of the property photographed or filmed as part of the exhibition.

12.3. The Artist authorises the ASBL to reproduce and represent the work(s) loaned for the exhibition, on all exhibition supports and for all media, for the full legal duration

of the Author's rights and for all countries (in the context of the exhibition, including archiving the exhibition on Centrale FR/NL/EN website).

12.4. The Artist transfers on a non-exclusive basis the rights to represent the works for the duration of the exhibition and to reproduce the aforementioned works in Belgium and throughout the world from the date of selection and for the duration of the exhibition and its international communication and archiving.

The Artist hereby accepts that the ASBL or any third party appointed by it may film, photograph or interview the Artist and reproduce their images for the entire duration of the legal Author's rights, without entitlement to any remuneration.

12.5. Furthermore, the Artist accepts that, during this exhibition, photographers and cameramen from the press and various media may take photographs and film the exhibition space and therefore the works presented, for the purposes of communication in the media, without being entitled to any remuneration.

12.6. This transfer of rights authorises the ASBL to produce any material support necessary for the promotion of the exhibition and in particular photographs, audiovisual and computer support (television, cinema, Internet) under a right of quotation.

12.7. The ASBL is free to communicate on the presentation of the work(s) as part of the exhibition in the communications and/or documents drawn up by it and its representatives, relating to the event and mentions the name of the Artist as the creator of the works as soon as they themselves communicate on the works. On the other hand, it cannot be held responsible for the media failing to quote the name of the works or the Artist, nor for the media modifying or altering their statements concerning the role played by the Artist in the exhibition referred to above.

The Artist undertakes, in all communications to the press and/or third parties, not to damage the image of Centrale.

Any publicity (written or audio-visual or social networks) made by the Artist about the exhibition must state Centrale.

12.8. By submitting a work, the Artist agrees that members of the public may take photographs of the work (alone or in combination with other works) for personal, non-commercial use during the exhibition.

12.9. The ASBL cannot be held responsible for the inappropriate or fraudulent use of images of the work by third parties. If this happens, the Artist alone is entitled to defend their intellectual property rights in the work and all other applicable rights.

13. Communication

13.1. The ASBL promotes the exhibition through various channels:

- mailing to the Belgian and international press via a specialist press agency
- Centrale newsletters
- social networks (Instagram, Facebook, TikTok...)
- Centrale website
- display according to network availability and budgetary possibilities
- printing, making available and distributing postcards
- general shots by a professional photographer

13.2. The ASBL is responsible for communicating the exhibition. It reserves the right to write the final version of all communication and mediation texts intended for the public.

The ASBL will design and print *hosting's* communication image, as well as a paper postcard and an electronic communication.

The ASBL undertakes to guarantee optimum dissemination of information.

The ASBL will mention the exhibition and related activities on Centrale website and will use the social networks at its disposal (Facebook, electronic mailings, Instagram, Tik Tok).

The ASBL will print and distribute the posters.

The ASBL will handle relations with the Belgian and international press via the specialised press agency.

If the Artist is asked to give a media interview, he/she will inform the artistic direction and the communications department of Centrale beforehand.

14. Liability and Insurance

14.1. The exhibition features an unusually large number of works and will welcome a large number of visitors. The ASBL undertakes to comply with the following safety conditions:

- Daytime security during public opening hours, i.e. Wednesday to Sunday from 10.30am to 6pm (and any other occasional opening and night-time visits)
- Intruder alarm system at night and outside public opening hours.

14.2. The ASBL undertakes to take all measures necessary to prevent any damage to the works entrusted to it.

14.3. The ASBL will insure each work exhibited during its storage and presentation to Centrale after it has been unpacked and just before it is repacked by the Artist or the person appointed by the Artist at the end of the exhibition.

14.4. The insurance value of each work must be provided in good faith by the Artist in the application form. If the ASBL believes that an estimate is inappropriate, it will inform the Artist. If no agreement can be reached, the ASBL may withdraw the work from the committee's selection without any recourse on the part of the Artist.

14.5. Each work exhibited will be the responsibility of the ASBL once it has been unpacked and the deposit formalities completed. The ASBL is liable for damage caused to a work only to the extent that such damage occurs while the work is in its custody. The ASBL's responsibility ends when the work is removed from the mounting device and just before it is repacked by the Artist or the authorised person.

14.6. If the Artist notices or foresees any deterioration during the exhibition, they must immediately inform the ASBL and conversely, if the ASBL notices or foresees any deterioration during the exhibition, the ASBL will immediately inform the Artist and together they will decide on the measures to be taken. The Artist nevertheless authorises the ASBL to take all steps in an emergency situation including the temporary and/or definitive withdrawal of the work, to limit any damage caused to the work or its aggravation.

14.7. In particular, the ASBL cannot be held responsible for the deterioration or wear and tear of a work, nor for any loss, damage or destruction (including damage to frames or supports) that may occur as a result of the way in which the work is manufactured (including the choice of materials) or assembled (including in accordance with the instructions given by the Artist to the ASBL for assembly for the exhibition).

14.8. Nothing in these conditions shall limit or exclude the liability of either party to the other for death or personal injury caused by its own negligence or caused by its fraud (including fraudulent misrepresentation).

14.9. Subject to Clause 14.7, the entire liability of the ASBL arising out of or in connection with the exhibition, whether in contract, tort (including negligence or breach of statutory duty) or otherwise, shall not exceed the insurance value of the work as stated in the application form.

14.10. With the exception of article 14, the ASBL cannot be liable in any way whatsoever to the Artist for any loss of business or profits, for any loss or damage to reputation, for any indirect loss or damage of any kind whatsoever, however

caused, whether arising in contract, tort (including negligence) or whether arising in connection with the exhibition or otherwise.

15. Duration of the collaboration between the Artist and the ASBL

15.1. The collaboration involving compliance with all or part of these terms and conditions begins when the Artist submits their online application and ends automatically if none of their work(s) has been selected by the selection committee.

15.2. The collaboration involving compliance with all or part of these terms and conditions begins when the Artist submits their online application and ends when their work(s) is/are collected at the close of the exhibition and no later than three months after the end of the exhibition. In the event of a failure to collect, clause 11.8. shall apply.

16. Force Majeure

Each party shall be released from its obligations to the extent and for as long as performance is prevented by force majeure.

The party wishing to rely on a circumstance of force majeure must, without delay, notify the other party in writing (by e-mail) of the commencement and cessation of such circumstance and ensure that the recipient has received the e-mail correctly. In the event of a justified impediment or force majeure, the ASBL and the Artist will give priority to an amicable solution.

17. Cancellation

17.1. In the event of disagreement over the project which is likely to threaten its smooth running, the ASBL reserves the right not to continue the collaboration.

17.2. If one of the parties fails to fulfil any of its obligations under the present terms and conditions, after written notification (e-mail) requesting it to remedy the breach has gone unheeded, the other party will be entitled to terminate the collaboration immediately.

18. Separation of Provisions

If any court or other competent authority finds any provision of the Terms (or part thereof) to be invalid, illegal or unenforceable, that provision or part of a provision shall, to the extent required, be deemed deleted and the validity and enforceability of the remaining Terms shall not be affected thereby.

19. The Entire Agreement

These conditions constitute the entire agreement between the parties relating to the subject matter of the present Terms and Conditions as at the date hereof, to the exclusion of any conditions implied by law which may be contractually excluded. Each party agrees that it has not entered into these Terms and Conditions on the basis of any representation, warranty, covenant or other statement, express or implied, oral or written, given or made by or on behalf of the other party, except as contained in these Terms. This clause does not apply to representations, warranties, undertakings or statements.

20. Choice of Law and Jurisdiction

These Terms and Conditions shall be governed by and construed in accordance with Belgian law. In the absence of an amicable settlement, any dispute arising from the formation, performance or interpretation of these contractual conditions will