Commissioning Round
Terms & Conditions

These Terms and Conditions ('**the Terms and Conditions**"), cover any application for a Digital Commission ('**the Commissioning Round**"), run by The Space Community Interest Company ("**The Space**"). By applying, you agree to comply with these Terms and Conditions.

1. Applicants must be an organisation engaged in cultural activities with a registered office in England. This can include museums, libraries, community organisations and local authorities, where the project has a cultural focus.

2. Only one application can be submitted by each applicant organisation.

3. The person who submits your application is responsible for compliance with the Terms and Conditions by anyone participating in your application or project.

4. The person who submits your application must be aged 18 or above on the date of the submission deadline. Proof of age and identity may be requested.

5. Nobody involved in your application can be employed by The Space or be related to someone who is.

6. The deadline for applications is specified in the Guidance for Applicants. We will not accept late applications. We are not responsible for applications that are lost, damaged or late due to computer, network or telecommunications failure.

7. We will acknowledge your application when we receive it with an email. Your application will then be assessed using the criteria and process set out in the Guidance for Applicants.

8. The decision of The Space about the eligibility of applications, those shortlisted and those selected to be contracted is final. We will not enter into correspondence about applications that are not selected. Unfortunately, because of the volume of applications we usually receive, we are unable to provide individual feedback to unsuccessful applicants.

9. By submitting your application, you confirm that:

    - All information submitted by you is true, accurate and complete
    - You can provide written confirmation from the relevant organisation(s) before your application is approved that any partnerships or sources of finance referenced in your application are as you have indicated
    - Except where you will clear the rights to incorporate and publish third party materials in your work, your planned digital work will be an original creation by your organisation and/or the other individuals/organisations referenced in your application; that the work is not copied from anyone else and that its publication online will not infringe any intellectual property or other third-party rights or breach any contractual obligations

10. If we choose to shortlist your project or invest in its development or proceed to a full commission, you will permit The Space to conduct background checks to verify any of the information you have supplied. You agree to provide us with any assistance or further information necessary to do this.

11. The Space will only use the information that you provide, including your personal data ("**the Provided Information**"), for the following purposes ("**the Purposes**"):

    - Administering the Commissioning Round
    - Assessing the diversity of applicants
    - Selecting and contracting successful applicants
    - Evaluating the success of commissioned projects
    - Evaluating The Space's performance in managing the programme

    You agree that we may share the Provided Information with our funders and our contracted freelance associates subject to appropriate confidentiality agreements and only to the extent necessary to enable the achievement of the Purposes. Please see our Privacy Notice for further information on our management of personal data.

12. If you are successful with your application, you will be required to sign a copy of The Space's Funding Agreement. Amongst other terms, this will include obligations for you to:

    - Secure rights to publish and distribute your work online
    - Participate in any agreed audience development activities to encourage engagement with your work
    - Provide to The Space reports to include audience metrics and other data to evaluate the performance of your work
    - Participate in the creation of case studies and any reasonable evaluation requirements relevant to your work that are required by The Space

13. You agree to keep all information relating to your application and the selection process confidential. You will not make any public statement about your application or the selection process without getting our approval beforehand in writing.

14. We are not liable for any direct or indirect loss or liability, costs, claims, taxes, charges or expenses resulting from your application.

15. Your participation in the application process does not constitute an agreement with The Space to fund, support or publish your work.

16. The Space reserves the right to vary or cancel the Commissioning Round or these terms and conditions at any time at its sole discretion. In this event, a notice will be posted on: http://www.thespace.org.

17. If any successful application is withdrawn, we may select a replacement, but we will not be obliged to do so.

Last updated: 12 March 2026