

somARTon
1 West Street, Somerton, Somerset, TA11 7PS
email: hello@somarton.org

AGREEMENT OF TERMS OF USE

.....('THE ARTIST')

and somARTon: Not for profit company no: 8508579

(Any surplus profit raised through Somarton Ltd will be donated to “ACEarts” – Art Care Education, Reg Charity 1166886)

POLICY

On the terms specified herein, SomARTon agrees to provide the ground floor space for artist hire. The Artist(s) agree to display works in the SomARTon gallery, and or, to run art/craft creative workshops for the agreed time period.

Artists, or their agreed representatives are responsible for all hanging/display of works and for stewarding of exhibitions. Opening hours are set by the artist..

SECURITY

Artists must also maintain security of the premises and at no time should the premises be left unattended without being secured by the keyholder. All doors must be locked at the end of every day, or when the gallery is closed. A key for the gallery will be made available at the start of every exhibition, this must not be copied and must be returned at the end of the exhibition. The first artist named above is the person responsible for the key. Loss of key is chargeable at the current locksmith rate.

OWNERSHIP

The works shall remain the property of the Artist until sold and at no time shall ownership rest with SomARTon.

HIRE OF SPACE and COMMISSION

SomARTon shall charge a weekly fee for the use of the ground floor gallery space. The current charge is £175 per week. Payment must be made upon, and to secure booking. The hire fee is non-refundable in the event of cancellation.

In addition, SomARTon shall charge a commission of 10% (inclusive of VAT if applicable) for acting as agent in the sale of works. The standard commission shall be calculated from the retail price supplied by the Artist, or as otherwise agreed from time to time at the overall discretion of SomARTon.

SomARTon reserves the right to alter the weekly hire rate and commission rates, particularly if there is a change to VAT legislation or if the currency changes from sterling. SomARTon undertakes to notify the Artist of any change in the commission rate and to give the artist one calendar months’ notice of any such change in the commission rates.

SPECIAL ORDERS

Orders taken directly from existing stock are subject to SomARTon normal commission rates. Orders which vary significantly from stock items and require direct liaison between customer and Artist may attract a lower rate of commission, which is negotiable, depending upon the amount of work done by SomARTon in arranging the sale. This rate must be agreed in writing by the parties prior to the sale taking place. Where a sale or order results simply from SomARTon referring a customer to the Artist direct, the Artist agrees to forward to SomARTon a commission of 10% of the retail price on completion of the sale.

PRICE PARITY

The Artist shall advise SomARTon of the retail price charged for the works. ‘Retail price’ shall include any value added tax (VAT) incurred or payable by the Artist, if applicable. When setting the retail price, the Artist will have due regard for the marketing costs and sales expenses borne by SomARTon in marketing works for sale yet remain competitive with other third-party outlets selling the same or similar works.

PAYMENT

The artist shall remain responsible for arranging collection of payment directly with customers unless otherwise agreed. The commission due to SomARTon will be paid to SomARTon 14 days after the closure of the exhibition. If SomARTon collect the payment from the customer SomARTon will pay the Artist the retail price of any works sold less the commission charged by SomARTon 14 days after the closure of the exhibition provided payment has been received by SomARTon from the customer. Payment will be paid through the Bank automated Clearing System (BACS) to an account notified to SomARTon by the Artist for this purpose. Payment will be cleared funds on the day of receipt. SomARTon will not be liable for any delays in the banking system.

ACCEPTANCE PROCEDURE

Works shall be accepted within the terms of this agreement at the discretion of SomARTon. The range of works to be displayed will be agreed and accepted at the point of booking.

The decision shall be made on an objective, qualitative and commercial basis and the decision of the Management is final. SomARTon reserves the right to display works as the Management thinks appropriate. SomARTon also reserves the right not to display works if the Management think the standard of craftsmanship in doubt or if the works delivered are not the same as the ones selected.

DELIVERY AND REMOVAL OF EXHIBITS

The Management will organise with each individual Artist the logistics of the procedures. Arrival of works will be accepted on Mondays from 9.00am. Removal of exhibits must be completed by 7pm on the Sunday evening at the end of the exhibition week(s), or as agreed with the manager.

At the end of the use of the gallery the premises must be left clean and tidy and all rubbish must be removed. Failure to leave the premises in a satisfactory condition will incur an additional cleaning charge of £20.

INSURANCE

Artists will be responsible for arranging their own insurance for all stock. The works will remain the property of the Artist until sold and at no time shall ownership pass to SomARTon. SomARTon has Public liability insurance for the premises.

PUBLICITY MATERIAL

The Artist agrees that SomARTon may copy and store any material provided by the Artist, either photographic or written, for publicity purposes, and may use such material as it sees fit in order to promote either the Artist or SomARTon. It is the Artists responsibility to provide up-to-date material. The artist further agrees that any photographs of works taken by or on behalf of SomARTon may also be used for such purposes. Copyright on works so photographed remains at all times with the Artist.

MORAL RIGHTS

SomARTon upholds the right of the Artist to be identified as the author of works whenever the works (or a copy authorised by the Artist) are exhibited in public, including at such time as the works have been purchased by a third party.

TERMINATION

This agreement terminates automatically if SomARTon ceases to carry on business, becomes insolvent, goes into liquidation, or a receiver, administrator or similar officer is appointed over any of its assets, or by notice in writing if SomARTon is in breach of any of its obligations under the agreement. This agreement terminates automatically upon Artists death, or insolvency. On termination SomARTon will promptly return the works to the Artist and pay any sums due to the Artist.

GOVERNING LAW

This contract shall be governed in all respects by English law and the parties agree to submit to the non-exclusive jurisdiction of the English Courts.

MISCELLANEOUS

This agreement shall be binding on the parties and their heirs, successors and assigns. This agreement constitutes the entire understanding between the parties and can only be modified by agreement in writing. Addresses: Artist and Gallery shall each promptly notify the other of any change of address.

Displays of works – please ensure you use the hanging system provided and do not make holes in the walls for fixing, or affix labels or items directly to the walls which may damage the paintwork or surface.

Please also consider visitor health and safety when displaying works. Ensure that all works are securely attached and any free-standing art works, plinths, are secure and not likely to topple over, cause obstruction or trip hazards to visitors. Do not block fire exits. Ensure the rope is in place to the stairs as this area is not to be used by members of the public.

Set up from Monday 10.00am. Removal to be completed by 7.00pm on agreed Sunday.

These terms are agreed by both parties.

Date of hire start End

Signed by the Artist

Date

Signed
(for and on behalf of SomARTon) Frank Martin

Date

The key can be collected from ACEarts, Market Place, Somerton between 10am-11am. To be returned on the agreed Sunday through ACEarts letterbox.

Please complete sections below.

Artist (name):

Of (address):

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Tel:

Mobile:

Email address:

Website address:

Payment via bank transfer to:

Close Care Homes Limited
Sort: 60-23-05
Account: 74672614

The Artist is / is not registered for VAT (delete as appropriate).