



Market Place, Somerton, Somerset, TA11 7NB

**AGREEMENT OF TERMS OF SALE OR RETURN BETWEEN**

.....(‘THE ARTIST’)  
**AND**

**ART CARE EDUCATION** Charity no: 1166886 Company no:  
9815245 (ACE)

**POLICY**

On the terms specified herein, ACE agrees to sell works on behalf of the Artist and the Artist agrees to provide works to ACE to sell.

**OWNERSHIP**

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

**COMMISSION**

ACE shall charge a commission of 45% (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 ACE.

ACE reserves the right to alter the commission rates, particularly if there is a change to VAT legislation or if the currency changes from sterling. ACE 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 ACE 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 ACE 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 ACE referring a customer to the Artist direct, the Artist agrees to forward to ACE a commission of 15% of the retail price on completion of the sale.

### **PRICE PARITY**

The Artist shall advise ACE 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 ACE in marketing works for sale, yet remain competitive with other third party outlets selling the same or similar works.

### **PAYMENT**

ACE will pay the Artist the retail price of any works sold less the commission charged by ACE, on or around the 10<sup>th</sup> day of each calendar month provided always payment has been received by ACE from the customer. If the 10<sup>th</sup> day falls on a weekend or bank holiday, payment will be made on the preceding working day or as near as practicable to that day. Payment will be paid through the Bank automated Clearing System (BACS) to an account notified to ACE by the Artist for this purpose. Payment will be cleared funds on the day of receipt. ACE 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 ACE. The decision shall be made on an objective, qualitative and commercial basis and the decision of the Management is final. ACE reserves the right to display works as the Management thinks appropriate. ACE 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 & REMOVAL OF EXHIBITS**

ACE works on a sale or return basis. The Management will organise with each individual Artist the logistics of these procedures. Accurate and Legible

ACE pro forma stock sheets must be completed by the Artist for the works and checked by a member of staff at the time of delivery.

### **INSURANCE**

ACE will take physical possession of the works upon delivery being accepted by ACE. Evidence of acceptance will be a member of staff signing the stock sheet to indicate the condition of the works has been checked. ACE will contact the Artist as soon as possible should any damage to works be discovered. The works will remain the property of the Artist until sold and at no time shall ownership pass to ACE. Risk of damage to or loss of the works shall NOT pass to ACE until delivery has been accepted by ACE. Whilst in the possession of ACE, ACE will insure the works against vandalism, and loss or damage howsoever arising. It is the responsibility of the Artist to ensure the ACE insurance policy is sufficient for the Artist and the Artist must buy “top up” insurance if the Artist feels insurance is lacking in any respect. ACE will produce a copy of its insurance terms upon written request from the Artist.

### **PUBLICITY MATERIAL**

The Artist agrees that ACE 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 ACE. 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 ACE may also be used for such purposes. Copyright on works so photographed remains at all times with the Artist.

### **MORAL RIGHTS**

ACE 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**

Either party may terminate this agreement by giving two weeks written notice to the other. This agreement terminates automatically if ACE 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 ACE is in breach of any of its obligations under the agreement. This agreement terminates automatically upon Artists death, or

insolvency. On termination ACE will promptly return the works to the Artist and pay all 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.

These terms are agreed by both parties.

Signed by the Artist.....

Date.....

Signed  
(for and on behalf of ACE).....Alyson Martin

Date.....

Please complete sections below:

Artist (name):

Of (address):

Tel:

Mobile:

Email address:

Website address:

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

Bank Name:

Bank address:

Sort code:

Account number:

Bank account holder name: