

Name:.....

Contract end date:.....

# Art Consignment Agreement



The Place: Charlestown Community Centre  
*Street Address:* Cnr Frederick & Pearson Streets  
*Postal Address:* Charlestown Square  
81/30 Pearson Street  
CHARLESTOWN NSW 2290  
Phone: 02 4032 5500 Fax: 02 4032 5511  
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# CONSIGNMENT AGREEMENT

THIS IS AN AGREEMENT BETWEEN: "[NAME]" "[BEN AGENT or AGEN (if applicable)]"

of "[ADDRESS TELEPHONE FAX]" (Artist)

AND

The Place: Charlestown Community Centre

Of Corner Frederick & Pearson Streets  
CHARLESTOWN NSW 2290

THE PARTIES AGREE AS FOLLOWS:

## 1 Consignment

### 1.1. The Artist must:

- a provide the works listed in the Schedule (**Works**) to The Place: Charlestown Community Centre for sale (as the Artist's agent) or return on the terms of this agreement;
- b where feasible, attach a photograph of the Works to the Schedule; and
- c deliver the Works to The Place: Charlestown Community Centre at Cnr Frederick & Pearson St's, Charlestown by "[DATE/TIME]"

### 1.2. The Place: Charlestown Community Centre must:

- a. provide a signed copy of the Schedule to the Artist as a receipt on delivery of the Works to The Place: Charlestown Community Centre
- b. offer each Work for sale at the applicable retail price stated in the Schedule (**Retail Price**);
- c. not discount a Work without the Artist's prior written consent. That consent must specify that the Work may be discounted and the permitted discount (**Discounted Price**);
- d. return any Works to the Artist that have not been sold by The Place: Charlestown Community Centre by the end of the Consignment Period under clause 1.3.

1.3. **Consignment Period** means the period commencing on the date on which the Works are delivered to The Place: Charlestown Community Centre under clause 1.1.c and ending "[INSERT END DATE + 3 Months Contract]"

## 2. The Place: Charlestown Community Centre commission and costs

- 2.1. The Place: Charlestown Community Centre may charge as commission of 10% of the Retail Price of each Work sold.
- 2.2. If a Work is sold at a Discounted Price under clause 1.2.c The Place: Charlestown Community Centre's commission is the percentage under clause 2.1 applied to the Discounted Price.
- 2.3. The Place: Charlestown Community Centre acknowledges that The Place: Charlestown Community Centre's commission covers all costs incurred by The Place: Charlestown Community Centre under this agreement, unless the Artist gives the Artist's prior written consent to accept responsibility for payment of any additional costs which may arise.

### **3. Payment to the Artist**

- 3.1. The Place: Charlestown Community Centre will get the purchaser to liaise with the Artist in regards to payment, the Artist will pay 10% to The Place: Charlestown Community Centre.
- 3.2. To the extent allowed by law, at the time of selling a Work The Place: Charlestown Community Centre will use The Place: Charlestown Community Centre's best efforts to obtain the contact details of the purchaser and will forward those details to the Artist.

### **4. Goods and Services Tax**

- 4.1. The parties agree that all amounts payable under this agreement are exclusive of Goods and Services Tax (GST).
- 4.2. If a party is liable to pay GST in respect of any good or service supplied under this agreement, that party will invoice the other party for the GST amount payable for the good or service and will ensure that the invoice is a GST compliant invoice.
- 4.3. The party who receives the GST compliant invoice must pay the amount of GST invoiced at the same time as the amount payable under this agreement.

### **5. The Artists responsibilities**

- 5.1. The Artist is responsible for delivery, unpacking, installing and displaying the Works.
- 5.2. The Works need to be ready to be hung, no unframed Works will be accepted

### **6. The Place: Charlestown Community Centre other responsibilities**

- 6.1. The Place: Charlestown Community Centre:
  - a. must consult with the Artist and use The Place: Charlestown Community Centre's best efforts to ensure that the Works are displayed in a manner that is fair, accessible to the public and sympathetic to the Work's context;
  - b. must store and install the Works only in a place that is equipped with adequate fire detection, protection and security monitoring systems

### **7. Transport of the Works**

- 7.1. The Artist will arrange and pay for transport of the Works to The Place: Charlestown Community Centre and is responsible for the associated packing and transit insurance.
- 7.2. The Artist will, at the Artist's own cost, arrange for repacking, transport and transit insurance for Works to be returned, and for Works to be delivered to purchasers.

### **8. Title**

- 8.1. The Artist retains all rights of ownership of each Work until the Retail Price or agreed Discounted Price is paid in full, at which time title passes directly to the purchaser.

### **9. Copyright**

- 9.1. Copyright in each Work is and remains with the Artist.

### **10. Insurance and repairs**

- 10.1. The Place: Charlestown Community Centre will: Take all care for the Artist's works, but will not take responsibility or liability for damage of the works.



## 11. Integrity of the Works and Artist information

- 11.1. The Place: Charlestown Community Centre must permanently display which identifies the Artist as the creator of the Work.
- 11.2. Without limiting the Artist's moral rights under the *Copyright Act 1968* (Cth), The Place: Charlestown Community Centre must not, and must not let any other person or organisation, destroy, damage, or alter the Work.

## 12. Termination

- 12.1. Unless terminated earlier under clause 11.2 this agreement ends on expiry of the Consignment Period
- 12.2. If a party commits a breach of this agreement, the other party must notify the party in breach of the breach in writing. The party in breach must remedy the breach within 14 calendar days of the notice (**Notice Period**). The party who gave the notice may terminate this agreement immediately by written notice to the party in breach if:
  - a the breach is incapable of remedy; or
  - b the party in breach fails to remedy the breach within the Notice Period.
- 12.3. On termination or expiry of this agreement:
  - a The Place: Charlestown Community Centre loses any rights which the Artist granted to The Place: Charlestown Community Centre under this agreement; and
  - b The Place: Charlestown Community Centre must return any unsold Works to the Artist within seven (7) calendar days.

## 13. Disputes

- 13.1. If a dispute or disagreement (**Dispute**) arises between the parties in connection with this agreement:
  - a either party must notify the other party in writing about the Dispute; and
  - b each party must refrain from starting any litigation or arbitration in relation to the Dispute until the parties have complied with this clause.
- 13.2. The parties should meet within 14 calendar days after receipt of the notice of dispute and hold good faith discussions to attempt to resolve the Dispute.
- 13.3. If the Dispute is not resolved within 28 calendar days after receipt of the notice of dispute, the parties agree to submit the dispute to mediation.
- 13.4. If the parties are not able to agree to a mediator or mediation process within 35 calendar days after receipt of the notice of dispute, the parties must submit the Dispute to mediation according to the Arts Law Centre Mediation guidelines current at that time (Guidelines). These guidelines are part of this agreement.
- 13.5. If the parties are unable to resolve the Dispute within 7 calendar days of commencing mediation or such later time as may be agreed during the mediation, either party may refer the matter to arbitration or commence litigation.
- 13.6. The parties must continue to perform their respective obligations under this agreement despite the existence of a Dispute.

## 14. General provisions

- 14.1. The parties acknowledge that The Place: Charlestown Community Centre is the agent of the Artist as a result of this agreement only in respect of the Works listed in the Schedule.
- 14.2. A notice required to be given under this agreement may be delivered by hand, or sent by pre-paid post or fax to the address of the party indicated at the top of this agreement. Notices are taken to have been served when received, or within 2 business days of having been sent, whichever occurs first.

- 14.3. Subject to clause 13.6, this agreement is the entire agreement between the parties regarding its subject matter. Any previous understanding, agreement, representation or warranty relating to this subject matter is replaced by this agreement and has no further effect.
- 14.4. This agreement may only be modified by a written amendment signed by the parties.
- 14.5. Invalidity of any clause of this agreement will not affect the validity of any other clause except to the extent made necessary by the invalidity.
- 14.6. This agreement is governed by the law in force in New South Wales – residence of the artist. The parties submit to the jurisdiction of the courts of that State and any court competent to hear appeals from those courts.

#### **EXECUTED AS AN AGREEMENT**

**Signed by the Artist:** Signature

Name (PRINT)

Date:

**Signed by The Place: Charlestown Community Centre:** Signature

Name (PRINT)

Date:

## SCHEDULE

TITLE or DESCRIPTION	MEDIUM	QUANTITY	DIMENSIONS	RETAIL PRICE \$	COMMISSION % = \$
				(exclusive of GST)	

TITLE or DESCRIPTION	MEDIUM	QUANTITY	DIMENSIONS	RETAIL PRICE \$	COMMISSION % = \$
				(exclusive of GST)	

Signed by the Artist: 

Name: 

Date:

I acknowledge receipt of all of the Works listed in this Schedule.

Signed by The Place: Charlestown Community Centre: 

Name: 

Date:

