

No1 West Street
Somerton, Somerset, TA11 7PS
email: *hello@acearts.co.uk*

AGREEMENT OF TERMS OF USE

.....(**“THE ARTIST”**)
& **ACE** (Art Care Education - Reg Charity 1166886)

POLICY

On the terms specified herein, ACE agrees to provide the ground floor space, No1 West Street, for artist hire. The Artist(s) agrees to display works in No1 West Street, 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 ACE.

HIRE OF SPACE and COMMISSION

ACE shall charge a weekly fee for the use of the ground floor gallery space known as No1 West Street. The current charge is **£200 per week, as of Jan 2023**. Payment must be made to secure booking, payment in full at time of booking is preferred. A non-refundable deposit of £50 will secure your booking, the balance is due 30 days before your date of hire. The hire fee is non-refundable in the event of cancellation except in extenuating circumstances, the management will look at individual cases, their decision is final.

Should you wish to change the date of your booking after the deposit or full payment has been made, an administration fee of £50 will be incurred. No changes to the date of your booking will be possible less than 30 days before your booking is due to start.

In addition, ACE shall charge a commission of 10% (inclusive of VAT if applicable) on all sales taken.

ACE reserves the right to alter the weekly hire rate and commission rates of No1 West Street, 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 normal commission rates. 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 10% of the retail price on completion of the sale.

PAYMENT

The artist shall remain responsible for arranging collection of payment directly with customers unless otherwise agreed. The commission due to ACE will be paid to ACE 14 days after the closure of the exhibition.

ACCEPTANCE PROCEDURE

Works shall be accepted within the terms of this agreement at the discretion of ACE. 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. ACE 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 proposed at time of booking or deemed to be inappropriate or offensive.

DELIVERY & REMOVAL OF EXHIBITS

Access to No1 West Street is granted 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, 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 ACE.

ACE has Public liability insurance for the premises.

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 No1 West Street. 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 No1 West Street 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

This agreement terminates automatically if No1 West Street 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 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 9.00am. Removal to be completed by 7.00pm on agreed Sunday.

These terms are agreed by both parties.

Date of hire startend.....

Signed by the Artist.....

Date.....

Signed
(for and on behalf of ACE).....Sebastian Chance

Date.....

The key can be collected from ACEarts, Market Place, Somerton between 9am-10am. To be returned on the agreed Sunday through ACEarts letterbox.

Please complete sections below:

Artist (name):
Of (address):
Tel/Mobile:
Email address:
Website address:
Payment via bank transfer to: Art Care Education 60-80-06 60032464
The Artist is/is not registered for VAT (delete as appropriate).