



TERMS & CONDITIONS FOR ARTISTS

Consignment:

The consigned works are within the terms of the agreement and are consigned to be made available to The Artillery for hire, exhibition and sale for the duration of the present Contract. (All consigned works where held by The Artillery are in trust for the Artist, and are not part of The Artillery's capital assets or stock-in-trade for tax or bankruptcy purposes.)

Duration of the Contract:

The consigned artwork are to be made available to The Artillery by the Artist for a minimum duration of 6 (six) months. During this initial period the works are to be represented exclusively by The Artillery and can under no circumstances be sold or hired via a channel other than those stated in the Contract, or be made available to any other gallery or seller.

These 6 (six) months refer to an exclusive marketing and promotion period whereby we shall attempt to match them with a client. Once the initial 6 (six) months period is up you may advertise for the consigned artwork elsewhere.

During this 6 (six) months period, the consigned artwork can be hired by a client at any time. Another 6 (six) months period starts when the hiring period starts, to make the work available to the client for a minimum of 6 (six) months, taking the maximum exclusivity period to 11 (eleven) months.

Terms of agreement in the event of a hire:

1. In the event that one or several of Your artwork represented by The Artillery were to be hired by one of Our clients, You shall receive 50% (fifty) of the total amount charged to the client.
2. The hire fee charged to the client is calculated based on the wall price agreed between The Artillery and the Artist at the time the present Contract is being signed.

3. For the duration of the hire the artwork is to be exclusively represented by The Artillery and the Artist can under no circumstance request the piece back before the end of the hire period.
4. The packaging and posting of the artwork will be at the charge of The Artillery when posted to the client's home or office, unless agreed otherwise with the client.

Terms of agreement in the event of a sale:

1. In the event that one or several of Your artwork represented by The Artillery were to be bought by one of Our clients, you shall receive 60% (sixty) of the total amount charged to the client.
2. The sale price is agreed between The Artillery and the Artist at the time the Contract is being signed.
3. The packaging and posting of the artwork is be at the charge of The Artillery when posted to the buyer's home or office, unless agreed otherwise with the buyer.
4. The packaging and posting of the artwork is at the charge of the Artist when posted to The Artillery.

Terms of agreement in the event of a commission:

1. In the event that You were chosen for a commission for one of Our client, we shall agree a sale price and our commission fee prior to providing the client with their quote.
2. The Artillery will be responsible for all commercial and contractual discussions with the client. The artist should not communicate directly with the client on these matters.
3. The price of the piece is agreed between The Artillery and the Artist at the time the preparation sketches are being produced.
4. In the case of an in situ commission the organisation is taken care of by The Artillery, and any costs involved are added to the total cost after being discussed with Our client.

Storage:

The consigned artwork are to be stored by the Artist, unless requested otherwise by The Artillery.

Damage:

A full inspection of the works will be carried out by The Artillery experts upon reception of the said works, and before and after each hire by a client.

1. If Your work was to be damaged or destroyed whilst on The Artillery premises, The Artillery would be held liable and arrange for Your work to be repaired or pay You the commission as agreed in the Contract under the terms of agreement in the event of a sale.
2. If Your work was to be damaged or destroyed during shipment by The Artillery to a customer, The Artillery would be held liable and arrange for Your work to be repaired or pay You the commission as agreed in the Contract under the terms of agreement in the event of a sale.
3. If Your work was to be damaged on the premises of a client whilst under hiring agreement with said client, the client would be held responsible for any damage to Your work and

would have to contact their insurance to come to an agreement with You through The Artillery.

4. If Your work was to be damaged after reception by a Client following a sale, the Client would be held responsible and neither The Artillery or You would get involved.
5. If Your work was to be damaged during shipment by You, You would be liable for any damage to Your work.

Insurance:

Whilst on the premises and under the responsibility of The Artillery Your work is covered by The Artillery insurance.

Whilst on the premises of Our client Your work is covered by their insurance. Part of Our client's Terms & Conditions is to accept full responsibility for the artwork once delivered and thus is contractually obliged to insure the art.

Obligations of The Artillery:

The Artillery will act as an agent for The Artist to promote, exhibit, rent and sell artwork through the Website and any other third party channels. This is a non-exclusive Contract and The Artist is free to deal with any other galleries and commercial representatives, excluding the consigned artwork. For the duration of the Contract the consigned artwork must be made available to the Artillery by the Artist for potential hires, sales, exhibitions and events.

In the event of a hire The Artillery shall give the Artist 50% (fifty) of the hire price charged to the customer.

In the event of a sale The Artillery shall give the Artist 60% (sixty) of the wall price, agreed at the time the present Contract is being signed.

The Artillery must inform the Artist of a sale at the latest 7 days after the sale has been confirmed by the buyer.

Warranties and obligations of The Artist:

By agreeing to the terms of the Contract You hereby warrant, covenant and represent to us as set out below:

1. Your work is Your original artwork and has not been copied from any other work and does not contain any copies (full or partial), reproduction or adaptation of a third party's work, and it does not infringe or violate any third party's copyright, intellectual property rights or confidential information.
2. You are the sole owner of all rights, title and interest in the copyright in Your work, and You are entitled to grant the rights purported to be granted to Us under this Contract.
3. Your work does not contain, to Your knowledge, anything in breach of applicable laws or infringes any third party rights, such as obscene, indecent, pornographic, defamatory, threatening, menacing, or liable to incite hatred (racial, gender, religious, or sexual orientation).

Should any claims be made by third parties of infringement of those rights You would be expected to indemnify The Artillery in respect of losses including legal costs arisen by such claims.

By agreeing to the terms of the Contract You accept the obligations as set below:

1. Upon signature of the Contract you must provide The Artillery with high definition images of each of the consigned artwork.
2. You must provide The Artillery with a photo of Yourself accompanied by Your resume and a description of Your process, to enable The Artillery to create your profile on the Website and promote Your work at the best of Our capacity.
3. You must make the consigned artwork available to and solely to The Artillery for the duration of the Contract.
4. The artwork must be framed in a clean and proper manner, to prevent any damage and present the artwork at their best.

Copyrights and intellectual property:

The Artist remains the sole owner of the copyrights of the consigned artwork for the duration of the Contract. In the case of a hire, legal ownership remains with the Artist.

For the duration of the present Contract the Artist authorises The Artillery to use pictures of their work and gives the permission to use photographs of the Artist, for their biography or to advertise any related event.

Miscellaneous:

1. Term: The Contract shall commence on the Date of Execution by both Parties and shall be in effect until terminated in accordance to the termination clause herein.
2. Termination: At the end of the initial period if one or several of the works consigned are hired by a customer the Contract will roll on until the end of the hire period by the customer, or until the customer desires to return the artwork to The Artillery.
At the end of the period covered by the Contract, and if none of the consigned artwork are hired at that time the Parties can decide to extend it, end it, or replace some or all of the consigned artwork to renew the Contract.
Either Party can decide to terminate the Contract if the other Party becomes insolvent or commits a breach to the agreement.
3. Force Majeure: Neither Party shall be deemed to be in breach of the agreement or otherwise liable to the other Party in any manner whatsoever for any failure or delay in performing its obligations under the Contract due to a Force Majeure Event. A Party who becomes aware of a Force Majeure Event which gives rise to or which is likely to give rise to any failure or delay in performing its obligations under the Contract shall immediately notify the other and shall inform the other of the nature of the Force Majeure Event and period for which it is estimated that such delay or failure shall continue. The affected Party shall take reasonable steps to mitigate the effect of the Force Majeure Event.