

ARTIST

RETAIL AGREEMENT

GALLERY SHOP



Outback Arts respectfully acknowledges the Traditional Owners in our region, of the lands on which we walk and work and honour their Ancestors, Elders and emerging generations.

Submissions

Artists and makers located in the Outback Arts region, are invited to apply to sell their artworks through the Outback Arts Creative Arts Centre Gallery Shop, located in Coonamble, NSW and its online shop website.

The Outback Arts region includes Bourke, Brewarrina, Bogan, Cobar, Coonamble, Warren and Walgett Shires.

The Creative Arts Centre

The newly renovated Creative Arts Centre was officially opened on 12th October 2019. It provides our region with a versatile space for creative and cultural development.

Throughout the year the Outback Arts Galleries feature a variety of exhibitions, specialising in artwork from across Far Western NSW which crosses a broad range of media and art styles. The gallery space is devoted to exhibitions for solo, group and travelling shows.

The Creative Arts Centre is home to the Outback Arts regional office which is the local Regional Arts Development Organisation for the region. Outback Arts receives core funding support from Create NSW, the seven supporting areas of local government and external project partners, to deliver a diverse, creative and engaging program of activity across the region.

Frequently asked questions

Will my works be safe in the Outback Arts Gallery?

Outback Arts Inc will take all care possible but take no responsibility for any damage that may occur while artworks are on display. The gallery has an electronic security system that is armed while the Centre is closed. This includes glass alarms. The back door and front doors are securely locked while the office is closed. Artworks will only be displayed in public areas that are frequented.

When can I deliver my work?

Monday to Friday during business hours 9 am - 4 pm.

Who covers the cost of insurance and transport of artworks?

This is the responsibility of the artist.

Who covers the cost/risk of damage to artworks being transported to purchasers?

This is the responsibility of the buyer. Neither Outback Arts nor the artist is liable for any delivery or postage fees or damages that may occur in transit.

consignment for sale agreement

This is an agreement between:

Name

ABN, ACN or ARBN if applicable

Address

and

Outback Arts Inc

ABN: 30 005 203 518

26 Castlereagh Street, Coonamble NSW 2829

The Parties agree as follows:

1. Consignment

1.1 The artist must:

- a) provide the works listed in the artwork delivery sheet to the Gallery 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 Gallery at 26 Castlereagh Street Coonamble, NSW 2829, during opening hours Monday to Friday.

1.2 The Gallery must:

- a) receive signed confirmation of the artwork details and price on the delivery sheet as a receipt on delivery of the Works to the Gallery;
- b) offer each Work for sale at the applicable retail price stated in the delivery sheet 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 price.
- d) return any Works to the Artist that have not been sold by the Gallery at the request of the artist

consignment for sale agreement

2. Gallery's commission and costs

2.1 The Gallery will charge as commission of 22% 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 Gallery's commission is the percentage under clause 1.3 applied to the Discounted Price.

3. Payment to the Artist

3.1 The Gallery must pay the Artist the price paid for each Work sold less the Gallery's commission.

3.2 The Gallery must make any payment under clause 2.1 within 30 calendar days of the sale by direct deposit or any other method agreed by the Artist in writing.

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, the invoice amount should include the GST amount payable to ensure that the invoice is GST compliant.

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 Gallery's other responsibilities

5.1 The Gallery:

- a) is responsible for unpacking, installing, and displaying the Works and must ensure that these activities are carried out by suitably qualified personnel.
- b) must consult with the Artist and use the Gallery'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.
- c) must not frame or remount the Works unless the Artist:
 - i. has made a corresponding request; or
 - ii. has given the Artist's prior written consent.
- d) must handle each Work with special care to prevent damage, deterioration that is not a characteristic of the Work; and
- e) must ensure the safe protection of the Work at all times, including but not limited to protection from:
 - i. hazards of fire, flood, theft, dirt, food, drinks, smoking; or
 - ii. handling by unauthorised or inexperienced personnel, including but not limited to members of the public.

consignment for sale agreement

- f) must store and install the Works only in a place that is equipped with adequate fire detection, protection and security monitoring systems;
- g) must ensure that every display is properly supervised at all times when open to the public.

5.2 If the Artist requests from or consents to the Gallery framing or remounting a Work under clause 4.1.c, the Gallery must consult with the Artist as to the materials and techniques to be used and must ensure that the Work is not damaged or altered by this process. The Gallery must not charge the Artist for framing or remounting unless the Gallery has obtained the Artist's prior written consent to the charge.

6. Transport of the Works

6.1 The Artist will arrange and pay for the transport of the Works to the Gallery and is responsible for the associated packing and transit insurance.

6.2 The Gallery will, at the Gallery's own cost, arrange for packaging and transport for Works to be delivered to purchasers.

6.3 The liability of Works being damaged in transit are at the own risk of the purchaser not the Gallery or the Artist.

7. Title

7.1 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.

8. Copyright and Indigenous Cultural and Intellectual Property ('ICIP')

8.1 Copyright in each Work is and remains with the Artist.

8.2 The Gallery must not deal with any copyright in the Work without obtaining the Artist's prior written consent. Without limitation, the Gallery must not, allow any third party to, photograph or otherwise reproduce any Work without obtaining the Artist's prior written consent.

8.3 The Gallery must display a copyright notice that includes the Artist's name, the copyright symbol and the year that the Work was created next to each Work and visibly on the back of a Work that is framed or remounted by the Gallery.

8.4 Indigenous Cultural and Intellectual Property (ICIP) refers to all the rights that Indigenous people have, and want to have, to protect their traditional arts and culture through self-determination.

consignment for sale agreement

ICIP is said to include the following rights which are to be respected and upheld by the Gallery in relation to the Artist:

- a) Right to protect traditional knowledge and sacred cultural material
- b) Right to ensure that traditional laws and customary obligations are respected, particularly when money is made from ICIP
- c) Right to be paid for use of ICIP, particularly if it has been used in a way that is inconsistent with traditional laws or without the community's permission
- d) Right to full and proper attribution or naming of the community connected with the ICIP
- e) Right to prevent insulting, offensive and misleading uses of ICIP in all media
- f) Right to control the recording of cultural customs and expressions, and language which may be essential to cultural identity, knowledge, skill and teaching about Indigenous culture

9. Insurance and repairs

9.1 Outback Arts will:

- a) hold appropriate public liability insurance.
- b) take all care possible but take no responsibility for any damage that may occur while artworks are on display.
- c) Maintain an electronic security system that is armed while the Centre is closed. This includes glass alarms. The back door and front doors are securely locked while the office is closed. Artworks will only be displayed in public areas that are frequented.
- d) take no responsibility for any damage to artworks that may occur during transport to or from the Gallery.

9.2 If a Work has been damaged and is repairable, the Gallery must promptly notify the Artist in writing via the contact details provided.

9.3 If a Work has been lost, stolen or irreparably damaged, the Gallery must promptly notify the Artist in writing via the contact details provided.

10. Integrity of the Works and Artist information

10.1 The Gallery must permanently display a notice as set out in the Schedule which identifies the Artist as the creator of the Work.

10.2 The Gallery may copy and exploit the Artist's name, approved likeness and approved biography in connection with the exhibition and sale of the Works at the Gallery.

10.3 The Gallery must display next to each Work, and provide to each purchaser, a copy of any biographical statement (which may include contact details) supplied by the Artist to the Gallery.

consignment for sale agreement

10.4 Without limiting the Artist's moral rights under the Copyright Act 1968 (Cth), the Gallery must not, and must not let any other person or organisation, destroy, damage, or alter the Work.

11. Termination

11.1 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 30 calendar days of the Notice Period. The party who gave the notice may terminate this Agreement immediately by written notice to the party in breach if:

- a) breach is incapable of remedy; or
- b) the party in breach fails to remedy the breach within the Notice Period.

11.2 Either party may terminate this agreement by written notice to the other party if the other party becomes insolvent, is declared bankrupt, has a liquidator appointed or goes into administration, voluntary or otherwise, or if the other party ceases to carry on business or threatens to do so.

11.3 On termination or expiry of this agreement:

- a) the Gallery loses any rights which the Artist granted to the Gallery under this agreement; and
- b) the Gallery must return any unsold Works to the Artist within 90 calendar days.

12. Disputes

12.1 If a dispute or disagreement (Dispute) arises between the parties in connection with this agreement:

- a) one party must notify the other party in writing about the Dispute (Notice of Dispute); and
- b) neither party may start any litigation or arbitration in relation to the Dispute until the parties have complied with this clause.

12.2 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.

12.3 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 according to the Arts Law Centre Mediation guidelines current at that time (Guidelines). These Guidelines are part of this agreement.

12.4 If the parties are not able to agree to a mediator, the Arts Law Centre must appoint a mediator.

12.5 The parties must continue to perform their respective obligations under this agreement despite the existence of a Dispute.

12.6 Nothing in this clause 12 will impact on either party's rights to terminate under clause 11 of this agreement.

consignment for sale agreement

13. General provisions

13.1 The parties acknowledge that the Gallery is the agent of the Artist as a result of this agreement only in respect of the Works listed in the delivery sheet.

13.2 A notice required to be given under this agreement may be delivered by hand or sent by pre-paid post 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.

13.3 The Gallery must not assign, sub-license, sub-contract, novate or otherwise transfer any of its rights or obligations under it without the Artist's prior written consent. This consent must not be unreasonably withheld.

13.4 Subject to clause 12.6, 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.

13.5 Nothing in this agreement transfers or excludes any applicable cultural rights in favour of Australian Indigenous people that may be implemented under Australian law.

13.6 This agreement may only be modified by a written amendment signed by the parties.

13.7 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.

13.8 This agreement is governed by the law in force in New South Wales. 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

Date

Signed by the Gallery

Signature

Name

Date

artist information

Contact details

Name

Address

Phone Number

Email

Instagram

Facebook

Website

Financial details

ABN - if you don't have one please complete Statement by Supplier form

Are you register for GST?

Direct deposit details

Account name

BSB

Account number



Statement by a supplier

Complete this statement if the following applies:

- you are an individual or a business
you have supplied goods or services to another enterprise (the payer), and
you are not required to quote an Australia business number (ABN).

HOW TO COMPLETE THE STATEMENT

- Print clearly in BLOCK LETTERS using a black pen only.
Use BLOCK LETTERS and print one character in each box.
Place X in all applicable boxes.

Payers can check ABN records of suppliers by visiting abr.business.gov.au or phoning 13 72 26 24 hours a day, 7 days a week.

Section A: Supplier details

Your name

Grid for entering name details

Your address

Grid for entering address details

Suburb/town

State/territory

Postcode

Grid for entering suburb, state, and postcode

Reason/s for not quoting an ABN Place X in the appropriate box/es.

- The payer is not making the payment in the course of carrying on an enterprise in Australia.
The supplier is an individual aged under 18 years and the payment does not exceed \$350 a week.
The payment does not exceed \$75, excluding any goods and services tax (GST).
The supply that the payment relates to is wholly input taxed.
The supply is made by an individual or partnership without a reasonable expectation of profit or gain.
The supplier is not entitled to an ABN as they are not carrying on an enterprise in Australia.
The whole of the payment is exempt income for the supplier.

- The supplier is an individual and has given the payer a written statement to the effect that the supply is either:
made in the course or furtherance of an activity done as a private recreational pursuit or hobby, or
wholly of a private or domestic nature (from the supplier's perspective).

Section B: Declaration

For information about your privacy, visit our website at ato.gov.au/privacy

Under pay as you go (PAYG) legislation and guidelines administered by us, the named supplier is not quoting an ABN for the current and future supply of goods or services for the reason or reasons indicated.

Name of supplier (or authorised person)

Grid for entering name of supplier

Signature of supplier (or authorised person)

Large box for signature

Daytime phone number

Grid for entering phone number

Date

Grid for entering date (Day / Month / Year)

Penalties apply for deliberately making a false or misleading statement.

Do not send this statement to us. Give the completed statement to any payer that you are supplying goods or services to. The payer must keep this document with other records relating to the supply for five years.

artist bio questionnaire

Although it's difficult to talk about yourself, buyers of handmade, original and authentic works love to know more about the hands that made them.

The answers to these questions will be used to publically market you and your work.

Who are you? Where do you come from? What's your day job?

Where do you get the inspiration for your work?

What do you create? How would you describe your work and arts practice?

Why do you enjoy creating your artwork?

How can people see more of your work and get in contact? eg. website or social media

ARTIST

CODE	ITEM TITLE	QUANTITY	ARTIST PAYMENT	RETAIL PRICE EXCL. GST	DATE	RECEIVED BY	ARTIST SIGNATURE

ARTIST

CODE	ITEM TITLE	QUANTITY	ARTIST PAYMENT	RETAIL PRICE EXCL. GST	DATE	RECEIVED BY	ARTIST SIGNATURE



Contact us

Website: outbackarts.com.au

Email: admin@outbackarts.com.au

Phone: 6822 2484