

## **B-MAC Gallery Terms & Conditions of Exhibition**

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### **1. Preliminaries and Scope**

#### **1.1. About B-MAC Gallery**

- 1.1.1. The Bacchus Marsh Arts Council Inc. (BMACI) operates a public community Art Gallery in Shop 48 at the Village Shopping Centre Bacchus Marsh located at 160 - 192 Main Street, Bacchus Marsh VIC 3340.
- 1.1.2. The Gallery trades under the name B-MAC Gallery (hereinafter described as the Gallery). The names B-MAC Gallery and/or B-Mac Gallery may appear in forms or documents and refer to the same operation but the legal trading name is B-MAC Gallery.
- 1.1.3. BMACI has a licence to use Shop 48 for the purposes of "... the operation of a Public Arts Space and associated activities."
- 1.1.4. The Gallery does not employ staff and is managed and operated by volunteers.

#### **1.2. Scope of Gallery Licence**

- 1.2.1. BMACI is not a tenant and does not have a lease for Shop 48.
- 1.2.2. The Licence is personal to BMACI. Under Clause 8 of the Licence agreement, BMACI may not share or transfer the Licence or share possession of Shop 48. This means that BMACI is responsible for managing any and all activities held in Shop 48 and cannot sub-licence exhibitions or events to any other organisation or individual.

#### **1.3. Scope of This Document**

- 1.3.1. This document defines the Terms & Conditions under which BMACI collaborates or partners with exhibitors and/or artists to hold exhibitions and art sales in the Gallery.

1.3.2. The nature of the collaborations or partnerships between BMACI and artists for exhibitions in the Gallery will require signed Agreements or Application Forms that must refer to and respect the Terms & Conditions in this document.

1.3.3. For the purposes of this document the terms “Exhibitor” and “Artist” may be used interchangeably.

## **1.4. Scope of Agency for Exhibitions**

1.4.1. Exhibiting artists appoint BMACI (trading as B-MAC Gallery) as their agent for the purpose of exhibition and sale within the Gallery of artworks described in Artwork Consignment Lists that are agreed between the artist and the Gallery.

1.4.2. The Gallery shall not permit the artworks to be used for any other purpose without the written consent of the artist.

1.4.3. This agency appointment applies only to consigned artworks and does not make the Gallery a general agent for any other artworks not so consigned.

## **2. Types of Exhibitions**

### **2.1. The following types of Exhibitions at the Gallery have been identified:**

2.1.1. Solo Exhibitions - when the artworks of one artist are Exhibited and Sold;

2.1.2. Community Group Exhibitions - when the artworks of a number of artists are exhibited under the auspices of a local Not For Profit organisation; e.g. Photography Club, Neighbourhood House, etc.

2.1.3. Gallery Exhibitions - when the Gallery organises the Exhibition of artworks by a number of artists.

2.1.4. “Shop” Exhibitions - when artworks are exhibited and sold from the Gallery over extended periods whenever Exhibitions of the other types are not running.

## **2.2. Gallery's Right to vary Fees, Terms & Conditions**

- 2.2.1. The Gallery reserves the right to charge varying Fees and Charges according to the type of Exhibition.
- 2.2.2. The Gallery reserves the right to impose additional Terms & Conditions according to the type of Exhibition.
- 2.2.3. The particular Fees & Charges for any Exhibition, and additional Terms & Conditions, are described on Application Forms or are published by the Gallery in advance of calling for applications for any exhibition.

## **3. Use of the Gallery**

### **3.1. Gallery Responsibility for Shop 48**

- 3.1.1. The Gallery must always retain responsibility for all the types of exhibitions; this is in accordance with BMACI's Licence to use Shop 48 as a Public Arts Space.
- 3.1.2. The Gallery cannot delegate responsibility for use of the Gallery to any organisation or individual.

### **3.2. General principles for Exhibitions at Gallery**

- 3.2.1. It is a condition of BMACI's licence to use Shop 48 that all sales made in an Exhibition of any type held at the Gallery are to be recorded and processed using the Gallery payment systems. This includes Cash sales and card sales.
- 3.2.2. All artworks forming part of exhibitions held at the Gallery will be available for purchase by Gallery customers or patrons.

## **4. Applications to Exhibit**

### **4.1. Programme of Exhibitions**

- 4.1.1. From time to time the Gallery will publish a planned Program of Exhibitions.
- 4.1.2. The Program will indicate the types of exhibitions planned.
- 4.1.3. Artists may apply to exhibit in any of the planned exhibitions.
- 4.1.4. An opening date and a closing date for applications for any exhibition may be specified in the Program of Exhibitions, or may be specified on application forms prepared by the Gallery.

### **4.2. Application Forms**

- 4.2.1. The Gallery publishes application forms on its website.
- 4.2.2. Different application forms are published on the Gallery website for each type of exhibition.
- 4.2.3. Application forms may also be made available at other locations including the Gallery itself.
- 4.2.4. Only artworks that have been listed in an approved application form will be considered for exhibition.

### **4.3. Exhibition Fees & Charges**

- 4.3.1. The Exhibition Fees and Charges for any exhibition will be defined on the application forms.

## 5. Exhibition Publicity, Advertising and Invitations

### 5.1. General Publicity and Advertising

- 5.1.1. The Gallery reserves the right to create, reproduce and publish photographic and digital images of any of the artworks accepted for exhibition in all forms of media for the sole purpose of advertising the exhibition and sale of the Consigned artworks. This right does not include the sale of such images.
- 5.1.2. The Gallery will advertise the exhibition of the accepted artworks through its websites, social media outlets, newsletters and invitations. The extent and timing of such advertising shall be at the sole discretion and cost of the Gallery.

### 5.2. Additional Publicity or Advertising requested by Exhibitors

- 5.2.1. The preparation or arranging of any additional advertising, publicity, Exhibition Launch/Opening events, or Exhibition Materials including but not limited to Catalogues and Postcards shall be at the discretion and expense of the artist.

## 6. Consignments

### 6.1. Artwork Consignment Lists

- 6.1.1. All artworks accepted for exhibition and subsequently delivered to the Gallery **must** be listed on an Artwork Consignment List.
- 6.1.2. The Artwork Consignment List represents the set of artworks that the Gallery will accept from the artists/exhibitors for inclusion in an exhibition and sale.
- 6.1.3. The Gallery will provide the artist with an Artwork Consignment List for those artworks accepted for an exhibition.

- 6.1.4. The Artist is responsible, on receipt of an Artwork Consignment List, for ensuring that the details shown on the Artwork Consignment List are correct and complete.
- 6.1.5. The Artwork Consignment List must have a Selling Price clearly shown for every artwork in the List.
- 6.1.6. Artworks delivered to the Gallery that are not listed on an Artwork Consignment List will NOT be accepted by the Gallery.

### **6.2. Consignment Pricing**

- 6.2.1. The artist is responsible for setting the price of their artworks.
- 6.2.2. The Price of items Consigned for Exhibition and Sale is the Selling Price. It is the price that a Purchaser must pay to buy the artwork.

### **6.3. Consigned artwork MUST be Ready for Installation**

- 6.3.1. The artist is responsible for ensuring that all artwork in the Consignment is “Ready for Installation”. In the case of paintings, photographs and the like, this means that each item is mounted and with cords or wires already attached for hanging.
- 6.3.2. The Gallery does not prepare artwork for hanging. artwork deemed not ready for exhibition will **not** be put on display and the artist will be asked to collect any such items from the Gallery.

### **6.4. Display Cards and artwork Labels**

- 6.4.1. For all Exhibition Types the artist is responsible for the preparation of display cards that will be used in the Exhibition to identify their work.
- 6.4.2. An acceptable format of display cards is described in Attachment 1 of this document.
- 6.4.3. Artwork labels must be attached to all artworks delivered to the Gallery.

- 6.4.4. An acceptable format of display cards is described in Attachment 1 of this document.

## **6.5. Consignment Delivery**

- 6.5.1. The artist bears full responsibility for the arranging of, and payment for, packing, transportation and insurance of the consigned artworks to and from the Gallery.
- 6.5.2. The artist should provide detailed packing or repacking instructions and materials where this will assist in the safe handling of their artwork.

## **7. Installation of artworks**

### **7.1. Special Handling**

- 7.1.1. If an artwork requires special handling for installation in the Gallery then the artist is responsible for advising the Gallery of such requirements and must be present when the artwork is delivered to the Gallery and must supervise its installation.
- 7.1.2. Unless otherwise agreed in writing between the Gallery and artist, the cost of any special handling shall be borne by the artist.

### **7.2. Installation of Artworks for Solo Exhibitions**

- 7.2.1. The location and amount of wall or floor space to be set aside for the exhibition of the Consigned artworks shall generally be at the discretion of the artist.
- 7.2.2. The Gallery reserves the right to request the artist to adjust an installation if, in the Gallery's opinion, an installation adversely affects the good operation of the Gallery or the safety of Gallery Patrons.

## **7.3. Installation of Artworks for Group Exhibitions**

- 7.3.1. The location and amount of wall or floor space to be set aside for the exhibition of the Consigned artworks shall generally be at the discretion of the Group organising the exhibition.
- 7.3.2. The Gallery reserves the right to request the group to adjust an installation if, in the Gallery's opinion, an installation adversely affects the good operation of the Gallery or the safety of Gallery Patrons.

## **7.4. Installation of Artworks for B-MAC Gallery Exhibitions**

- 7.4.1. The location and amount of wall or floor space to be set aside for the exhibition of the Consigned artworks shall be at the sole discretion of the B-MAC Gallery.

## **8. Sale of artworks**

### **8.1. All Purchases to be made via Gallery Systems**

- 8.1.1. Irrespective of Exhibition Type, payments for any and all Exhibited artworks sold during an Exhibition, whether by Cash or Card, must always be made through the Gallery payments system.
- 8.1.2. A condition of the Licence held for Shop 48 is that the Village Shopping Centre may request an accounting of turnover value. The Gallery can only satisfy such a request if it has an accurate record of sales.
- 8.1.3. The Gallery also requires an accurate record of Exhibition Sales in order to correctly calculate Gallery Commissions.
- 8.1.4. The Gallery will incur any Bank charges made for Card transactions.



## **8.2. Payment for sold artworks, GST and Recording of Sales**

- 8.2.1. All sales from consignments to the Gallery are made on an Agency Sale basis. The Gallery receives from the Purchaser, on behalf of the artist, full payment for any artwork sold.
- 8.2.2. Part payments, Reservations, or Lay Bys are not accepted during n Exhibition.
- 8.2.3. When payment is made the Gallery will issue a receipt to the Purchaser as a “Proof of Purchase”.
- 8.2.4. Should the artist be registered for GST, the obligation to pay the Australian Taxation Office the GST collected for any sale remains with the artist.
- 8.2.5. The Gallery will not issue Tax Invoices for artwork sold on the agency sale basis.

## **8.3. Collection of Purchased artworks**

- 8.3.1. The Gallery may agree with the exhibiting artists whether artworks sold during an exhibition may be collected immediately by the Purchaser or must remain on display in the Gallery until the end of the exhibition period.
- 8.3.2. When sold items are to remain as part of the Exhibition until the end of the Exhibition period they shall be marked with a red dot label.
- 8.3.3. The Gallery will advertise the dates and times when purchased artworks may be collected.
- 8.3.4. At the point of sale the Purchaser shall be advised of the collection process and the dates and times for collection.
- 8.3.5. When sold items are to remain on exhibition the Purchaser is responsible for the collection of the artwork at the end of the exhibition, unless otherwise arranged and agreed to with the Gallery.

## **8.4. Special Handling of some artworks after Purchase or at the End of Exhibition**

- 8.4.1. If an artwork requires special handling or dismantling for removal from the Gallery then that requirement must be noted in the Artwork Consignment List.
- 8.4.2. It is the artist's responsibility to alert the Gallery of any special handling requirements.
- 8.4.3. Any prospective Purchaser of an artwork shall be informed by the Gallery of any special handling or dismantling that may be required and advised to contact the artist for advice.
- 8.4.4. Unless otherwise agreed in writing between the Gallery and artist, the cost of any special handling shall be borne by the artist.

## **9. Exhibition Dates**

### **9.1. Period of Exhibition**

- 9.1.1. The consigned artworks shall be exhibited and available for sale during exhibition dates published or advertised by the Gallery
- 9.1.2. Any alteration, reduction or extension to exhibition dates once artwork has been delivered shall be agreed in writing including email messages between the artists and the Gallery. If agreement cannot be reached then Clause 17 Termination of Agreement shall take effect.

### **9.2. Delivery Dates & Times**

- 9.2.1. The artist is responsible for ensuring that consigned artworks are delivered to the Gallery only during the delivery dates and times as advised in writing by the Gallery.

### **9.3. Collection Dates & Times**

- 9.3.1. Unless otherwise agreed with the Gallery the artist is responsible for ensuring that any consigned artwork not sold during the

exhibition is collected from the Gallery during the collection dates and times as advised in writing by the Gallery.

## 10. Handling Charges for Left artwork

### 10.1. Artwork Left in the Gallery after Exhibition Bump Out

- 10.1.1. If unsold artwork is left in the Gallery after the collection date then the Gallery may apply a late charge to the artwork.
- 10.1.2. Any further costs incurred by the Gallery for handling, storing and supervising the removal of left artwork may be added to the late charge and shall be invoiced to the artist.
- 10.1.3. The value of invoices for left artwork shall include GST and may, at the Gallery's discretion, be deducted from any Remittance due to the artist for artwork sold during the Exhibition.
- 10.1.4. The quantum of the late charge will be shown on the application form for the exhibition.

## 11. Gallery Staffing

### 11.1. Artist Contribution to Gallery Staffing

- 11.1.1. The Gallery usually requires the artist to contribute some of their time to the Gallery Sitting Roster during exhibition opening hours.
- 11.1.2. Artists unable to contribute to an exhibition staffing roster may be charged a greater Exhibition Fee.
- 11.1.3. Any required contribution to the Gallery Sitting Roster must be agreed between the artist and the Gallery **before any artworks are delivered to the Gallery.**
- 11.1.4. The artist may nominate a suitable person to perform Sitting Roster duties on their behalf and the Gallery may agree at its sole discretion whether or not to accept such substitution.

- 11.1.5. The Gallery is responsible for ensuring that any person listed on the Gallery Sitting Roster is capable of handling sales transactions and other relevant duties.
- 11.1.6. An induction programme for persons listed on the Gallery Sitting Roster will be provided by the Gallery.

## **12. Payment for Sold Artwork**

### **12.1. Terms of Payment**

- 12.1.1. Payment to the artist shall be made by the Gallery within 14 days after the end of the exhibition period and shall equal the total of the Selling Prices of all artworks sold less the total of Gallery Commissions plus GST on all artworks sold as described previously in Clause 12 Exhibition Fees and Gallery Commissions.
- 12.1.2. Unless otherwise agreed between the Gallery and the artist all payments made by the Gallery to the artist shall be by way of direct bank credit to the artist's nominated bank account and the artist is responsible for advising their bank details to the Treasurer of the Bacchus Marsh Arts Council Inc.
- 12.1.3. Otherwise payment shall be in the form of a cheque issued in favour of the artist and mailed to the artist's address specified at the beginning of this Agreement.
- 12.1.4. A written and itemised Statement of Account for all sales shall be provided by the Gallery to the artist at the time of payment.
- 12.1.5. An invoice marked "Paid" for the total value of Gallery Commissions plus GST shall be issued to the artist for their records.

### **12.2. Accounting for Sales and Inventory**

- 12.2.1. artists shall have the right of inventory over their artworks present in the Gallery and shall have the right to inspect any books and records pertaining to sales of the artworks.

### **12.3. Title and Fiduciary Responsibilities**

- 12.3.1. Title to each of the artworks remains in the artist until the artist has been paid the full amount owing for sold artworks as

described in clause 12.1 Terms of Payment and associated sub-clauses. Thereafter title passes directly to the Purchaser. At no stage does title pass to the Gallery.

- 12.3.2. The Gallery shall pay all amounts due to the artist before any proceeds of sales can be made available to creditors of the Gallery.

## **13. Insurance**

### **13.1. Responsibility for Loss or Damage and Insurance of artworks**

- 13.1.1. The Gallery shall not be liable to the artist for any loss or damage to any artworks consigned to the Gallery from any cause whatsoever including fire, theft, flooding, storm damage, building damage or accidental mishandling.
- 13.1.2. The Gallery does not insure consigned artworks. It is the responsibility of the artist, should they desire, to insure consigned artworks against loss or damage and other risks.
- 13.1.3. It is the artist's responsibility to assure themselves that the Gallery security systems, operating procedures and staff training are satisfactory and appropriate.

## **14. Termination of Agreements**

### **14.1. Nature of Agreements**

14.1.1. Agreements between the Gallery and Exhibitors may comprise an application to exhibit and the written acceptance of the application as well as other forms.

### **14.2. Notice of Termination**

14.2.1. Any agreement between the Artist and the Gallery may be terminated by written notice of termination being given by either the Gallery or the artist to the other party. Written notification includes the use of email messaging.

### **14.3. Date of Termination**

14.3.1. The effective date of termination must be specified in the notice of termination and must be not less than 7 days and not more than 30 days after the date of issue of the notice.

### **14.4. Handling of Artwork when Termination occurs**

14.4.1. The notice of termination may require that any consigned artworks shall be removed immediately from display in the Gallery. In that case the Gallery must provide storage for artworks removed from display.

14.4.2. Upon termination of this Agreement the artist shall collect or otherwise arrange collection of all unsold artworks from the Gallery at the earliest opportunity.

### **14.5. Finalising Accounts when Termination occurs**

14.5.1. Within 30 days of the Agreement being terminated, all accounts between the artist and the Gallery shall be settled.

## **15. Agreement Modification or Alteration**

### **15.1. Modifications to be Signed**

- 15.1.1. Any amendments to any Agreement between the Gallery and Exhibitor must be signed by both Exhibitor and Gallery and attached to the Agreement. Both parties must initial any deletions made on this form and any additional provisions written onto it.




## **16. Disputes**

- 16.1.1. Should any dispute arise concerning any matter between the Gallery and Exhibitor, the dispute will be referred to the informal arbitration of two arbitrators, one to be appointed by each party. In the event of the arbitrators disagreeing, the dispute will be referred to an umpire selected by the arbitrators. No action or suit will be brought forward or maintained by either party against the other party until an award has first been obtained from the arbitrators or umpire.

**Attachment 1 - Display Cards and artwork Labels****Display Cards**

Sheets of blank display cards will be provided to the artist by the Gallery. One card must be completed for each artwork exhibited in the Gallery. They should be completed as follows:

	<b>BMAC GALLERY</b>
Artist:	Arty Marsh
Title:	Sunrise over Rowsley Valley
Medium:	Acrylic on canvas
Price:	\$220
Ref:	AM.3

In the example, the Reference Number “AM.3” is a unique identification code used to facilitate artwork sales, Gallery bookkeeping and to keep track of consigned items from the (fictitious for the purpose of example) artist “Arty Marsh”.

The “AM” in the Ref. Number is an example of a unique two or three letter code allocated by the Gallery to the artist: it may be the artist’s initials or some other sequence of letters.

The “3” is just a number allocated in sequence by the artist. Thus a consignment of six artworks from Arty Marsh would require six labels, with Reference Numbers: AM.1, AM.2, AM.3, AM.4, AM.5 and AM.6 .

**These Reference Numbers are also used on Consignment Lists to identify consigned artworks.**

To avoid any confusion in identifying artworks, any Reference Number must NOT be re-used for artworks other than that for which it was originally used. Once applied to an artwork, the Reference Number should be always retained for that particular artwork, especially if the artwork is exhibited in subsequent exhibitions at the Gallery.

**NOTE 1: Where artwork items belong to a “family” of similar works and the sale price of all items in the “family” is exactly the same then the Item Reference Numbers may be reused for all items in that particular “family”. For small items that will be grouped for display, a single display card should be provided for each expected grouping - this grouping needs to be agreed with the Exhibition Coordinator.**

**Note 2: For artwork in the form of greeting cards, where a number of similar cards are consigned to the Gallery, only one Display Card need be provided for use on the cards display stand.**

## **Artwork Labels**

In addition to the Display Cards, a simple “sticky label” containing at a minimum the Reference Number and the price should be physically attached to each item. For example in the case of paintings the sticky label can be applied to the back of the frame or mounting board.

In the case of greeting cards, the label may be stuck on the packaging or wrapping of the card.