

Plastic Propaganda

...one ethos

THIS AGREEMENT DATED

IS MADE BETWEEN

1. Plastic Propaganda whose registered address is Washington House, PO Box 112, Reigate Surrey RH2 9FT, and correspondence address is Mansers Farm, Nizels Lane Hildenborough, Kent ,TN11 8NX (“Plastic Propaganda”)
2. The person who has signed at the foot of this page (“the Artist”)

Plastic Propaganda promotes the work of artists through showing at exhibitions it organises and through its website. By doing this Plastic Propaganda enables work to be better appreciated and sold. Plastic Propaganda brings together artists, curators and authors, to show in all types of space – hotels, galleries, exhibition halls, shopping centres, office buildings and open space, so increasing the collective public awareness of the participants’ work. To participate in the Plastic Propaganda community the artist must enter this Agreement and make the payments required.

1. **What Plastic Propaganda agrees to do** is listed in on page 2
2. **What the Artist agrees to do** is listed in on page 3
3. **Other terms that both parties agree to be bound by** are listed in on pages 4 and 5

The Artist agrees to pay to Plastic Propaganda

1. an annual fee of £195 commencing on the date of this agreement – (Year 2 the annual fee reduces to £150)
2. a share of the exhibition costs as specified on page 3
3. 25% of the sale proceeds (before VAT) of any work exhibited by Plastic Propaganda either at an exhibition or shown on its website
4. Please send **either** cheque to Plastic Propaganda at Mansers Farm, Nizels Lane, Hildenborough, Kent, TN11 8NX **or pay online** to Plastic Propaganda to HSBC Code No 10-00-30 Account No 22600978

SIGNED ON THE DATE ABOVE BY

PLASTIC PROPAGANDA BY ITS DIRECTOR.....

THE ARTIST.....

What Plastic Propaganda agrees

1. to search out and secure suitable space for Artists to exhibit in the UK and overseas
2. to consider for exhibition the works submitted by Artists. The decision for such exhibition being at the sole discretion of Plastic Propaganda (the intention being that each Artist be included in at least one exhibition each year) and provide application forms to facilitate the process
3. to make available to Artists a website presence to enable the showing of Artists' work (the content being subject to the moderation of Plastic Propaganda and at its sole discretion) and where possible promotion using other forms of social media
4. to organise exhibitions and make the necessary payments to cover the cost, produce accounting statements showing those costs and apply to Artists for reimbursement of those costs such reimbursement to be by reference to the number of works shown by any particular Artist and on a pro rata basis such costs being likely to include the following
 - a. finding the space
 - b. hiring the space
 - c. curation
 - d. installation
 - e. demolition
 - f. insurance
 - g. advertising including flyers placards, signage, invitations mailing costs
 - h. catalogues
 - i. private view including drink, food glass and china hire
 - j. press and media including photography
 - k. public relations (PR)
5. to promote the Plastic Propaganda community
6. to issue the Artist with a membership number on receipt of the annual fee stated on page 1

What the Artist agrees

1. to submit original work (initially by jpeg photograph) for Plastic Propaganda to consider for and if accepted to show at exhibitions and make submissions in accordance with deadlines and on application forms provided by Plastic Propaganda
2. to reimburse Plastic propaganda for a pro rata share of the exhibition cost fairly incurred as described on page 2(s4). Plastic Propaganda will prepare and share a statement of expenditure for each exhibition. Each successful participant will be provided with an estimate of the likely costs before committing to the exhibition.
3. to confirm that all work is that of the Artist and that the Artist owns any related intellectual property rights (or that third party consent to exhibit has been obtained) and fully indemnify Plastic Propaganda in relation to any ownership or copyright issue
4. to deliver the work to be exhibited to the place and by the time specified by Plastic Propaganda and at the Artist's cost (failure to comply with this may result in the work not being shown)
5. to collect any work that has been exhibited at the place and time specified by Plastic Propaganda and at the Artist's cost including work that has been purchased by a third party.
6. to remove the work from the exhibition only with the prior approval of Plastic Propaganda and if the Artist does so then to remain liable for his full share of the exhibition costs
7. to hold Public Liability insurance cover of a minimum of five million pounds (£5,000,000) and to be responsible for the insurance of their own work at any exhibition including during its construction and demolition
8. to state a price for the sale of any work which price will be used by Plastic Propaganda when selling the work
9. to submit copy for inclusion on the Plastic Propaganda website in a form acceptable to Plastic Propaganda if the Artist wishes any particular material to appear on the website
10. to promote Plastic Propaganda and the Plastic Propaganda community

Other terms that both parties agree to be bound by

1. Grant of non-exclusive rights
 - a. the Artist grants to Plastic Propaganda the non-exclusive right throughout the world to show and sell original work produced by the Artist
2. Ownership of work
 - a. Ownership of work will not pass to Plastic Propaganda (unless Plastic Propaganda buys any such work under an express sale and purchase agreement)
 - b. Ownership of work will pass from the Artist to any purchaser on payment by the purchaser in full for the work (or otherwise at such time and in such manner as the Artist and purchaser may agree and if this occurs the Artist undertakes to inform Plastic Propaganda of the terms of such agreement)
3. Payment for work
 - a. Plastic Propaganda may collect payment for works as an agent for the Artist and if it does so may deduct
 - i. the Plastic Propaganda sales commission at the rate of 25% plus VAT
 - ii. the Artist's contribution to exhibition expenses (making preliminary estimates of expenses where necessary and then making adjustments when the final accounts are drawn)
 and account to the Artist for the balance of the sale price within fourteen days of receipt of such payment and where adjustments have been necessary forthwith accounting for any further sums due (and if an overpayment has been made the Artist agrees to reimburse such overpayment within fourteen days of receiving notice of it)
4. Disposal of uncollected work
 - a. In the event that an Artist fails to collect work at the end of an exhibition then Plastic Propaganda will contact the Artist using the contact details supplied
 - b. If the Artist then fails to collect the work within fourteen days of such contact (or otherwise if Plastic Propaganda is unable to make contact with the Artist) Plastic Propaganda will be entitled to dispose of the work in such way as it thinks fit and if by sale in accordance with paragraph 3 above and subject to deduction for any storage costs incurred
5. No interest paid
 - a. Plastic Propaganda will not pay interest on any money held for or due to an Artist
6. No intention to create a partnership
 - a. Nothing in this agreement nor the proposed relationship between the Artist and Plastic Propaganda is intended to nor shall create a partnership
7. Tax
 - a. Plastic Propaganda is not responsible for any tax payable by the Artist
 - b. In any case where either party is registered for VAT purposes it shall add VAT at the required rate to the supply of any goods or services and will provide a VAT invoice
8. Import and export of works
 - a. Whenever an import or export licence for any territory is required the Artist is responsible for obtaining such licence
9. Provenance of works
 - a. It is the duty of the Artist to provide the provenance for his work; and
 - b. Plastic Propaganda accepts no liability in this respect
10. Loss and Insurance
 - a. It is agreed that Plastic Propaganda is not responsible for any loss whatsoever and all works are held by or on behalf of Plastic Propaganda at the risk of the artist; and
 - b. the artist arranges insurance cover in relation to his work at his own cost
11. Receipt of money
 - a. Money shall be received when either
 - i. Cash is handed by one party to the other and acknowledged by a written receipt; or
 - ii. Is received and cleared into a particular bank account
12. Compliance with laws
 - a. Plastic Propaganda and the Artist agree to comply with all applicable laws
 - b. Where necessary Plastic Propaganda will comply with anti-money laundering legislation and procedures and in particular this will apply should any money need to be returned to a party that has made a payment to Plastic Propaganda
 - c. Plastic Propaganda processes information in accordance with the terms of the Data Protection Act 1998
13. Non-assignability
 - a. No part of this agreement may be assigned by either party without that other party's consent
 - b. The consent of a party must be evidenced in writing
 - c. Such consent may be withheld at the absolute discretion of the party withholding consent
14. Termination of agreement
 - a. Either party may terminate this agreement at any time subject to giving at least 30 days' prior written notice of such termination to the other party
15. Survival of rights and duties following termination
 - a. Either party shall be entitled to exercise any one or more of the rights and remedies under the terms of this agreement and the termination of this agreement shall not affect or prejudice such rights and remedies and each party shall be and

- remain liable to perform all outstanding obligations under this agreement notwithstanding that the other may have exercised one or more of the rights and remedies; and
- b. Without prejudice to the generality of the foregoing if the termination occurs during the course of an exhibition then the Artist remains liable for his share of the exhibition costs for the whole duration of the exhibition
16. Force Majeure
 - a. Neither party shall be liable for any failure or delay in performance of this agreement which is caused by circumstances beyond the reasonable control of a party
 17. Counterparts
 - a. This agreement may be executed in any number of counterparts or duplicates each of which shall be an original but such counterparts or duplicates shall together constitute one and the same agreement
 18. Governing Law
 - a. This agreement shall be governed by and construed in accordance with the law of England and Wales and each party agrees to submit to the exclusive jurisdiction of the courts of England and Wales
 19. Dispute Resolution
 - a. If any dispute or difference arises out of or in connection with this agreement the parties shall with the assistance of the Centre for Dispute Resolution seek to resolve the dispute or difference amicably by using an alternative dispute resolution procedure acceptable to both parties before pursuing any other remedies available to them. If either party fails or refuses to agree to or participate in the alternative dispute resolution procedure, or if in any event the dispute or difference is not resolved to the satisfaction of both parties within 90 days after it has arisen, the dispute or difference shall be referred to arbitration
 20. Notices
 - a. Any notice or other document required to be given under this agreement or any communication between the parties with respect to any of the provisions of this agreement shall be in writing in English and be deemed duly given if left at or sent by pre-paid registered or recorded delivery post or email to the address of the party receiving such notice as set out at the head of this agreement or as notified between the parties for the purpose of this clause.
 - b. Any such notice or other communication shall be deemed to be given to and received by the addressee:
 - i. at the time the same is left at the address of or handed to a representative of the party to be served;
 - ii. by post on the day not being a Sunday or public holiday 2 days following the date of posting;
 - iii. in the case of an email the next following day.
 - c. In proving the giving of a notice it shall be sufficient to prove that the notice was left, or that the envelope containing the notice was properly addressed and posted, or that the email was addressed and despatched and despatch of the transmission was confirmed and/or acknowledged as the case may be.
 21. Interpretation
 - a. Words denoting the singular number only shall include the plural and vice versa. Words denoting any gender include all genders and words denoting persons shall include firms and corporations and vice versa.
 - b. The headings in this document are inserted for convenience only and shall not affect the construction or interpretation of this agreement.
 22. No third party rights
 - a. This agreement is not made for the benefit of, nor shall any of its provisions be enforceable by, any person other than the parties to this agreement and their respective successors and permitted assignees