**CRAFT TOWN SCOTLAND**

**‘Sale or Return’ Consignment Agreement**

Between: May 30th and June 27th, 2020

**“Land, Sea and Fire” Exhibition of Ceramics from Scottish Potters Association Members**

Name and address of Artist/Designer/Maker:

Telephone: Mobile:

Email

And:

**Craft Town Scotland**

*(Craft Town Scotland is a project of the West Kilbride Community Initiative Ltd, Registered in Scotland Number 192083 / Scottish Charity Number SCO 28481/ VAT reg. no. 985 2841 77)*

**The Barony Centre**

**50 Main Street**

**West Kilbride**

**Ayrshire**

**KA23 9AW**

Tel: 01294 829179

Email: [info@crafttownscotland.org](mailto:info@crafttownscotland.org)

Website: [www.crafttownscotland.org](http://www.westkilbride.org.uk)

Commencement Date: 30th May, formal opening 30th May 2.00 – 4.00 pm

Delivery of work between: 20th – 23rd May, 2020 10.00 am – 4.00pm, or 25th May for those helping with set up of exhibition.

The Artist /Maker /Designer agrees to consign to Craft Town Scotland and Craft Town Scotland agrees to take on consignment, the works detailed in the attached List of Works (the Works). Craft Town Scotland will acknowledge that the Works have been received in good condition (unless otherwise stated on the List of Works).

Purpose and scope of the Agency

The Works are consigned to Craft Town Scotland for the sole purpose of being offered for ‘sale or return’ by Craft Town Scotland. This Agreement covers only the period of the display ‘sale or return’ and does not commit Craft Town Scotland to act as a long-term agent for any of the Artist’s /Maker’s/ Designer’s work.

For the period of the display ‘sale or return’, Craft Town Scotland will liaise between the Artist /Maker / Designer and the client in respect of all enquiries regarding commissions prompted by work viewed in the exhibition.

**Selling Price:** Craft Town Scotland agrees to sell the Works, as agent for the Artist/Maker/Designer, ***at the retail price as determined by the method below.***

**Please note that Craft Town Scotland is VAT registered*.*** Craft Town Scotland will add a commission of **4*0% (plus VAT at the current rate) to the artists’ price as detailed in the list of works (for example artist price £100; commission £40 plus Vat @ £8 therefore retail price = £148)* Please adjust your retail prices accordingly.**

**Payment**: Craft Town Scotland agrees to forward the total value of items sold ***minus commission and VAT as detailed above (that is “the artist’s price”)*** by BACS transfer no later than 30 days after the end of each calendar month in which the sale was made or within a time frame as agreed in writing between Craft Town Scotland and the Artist /Designer /Maker. Please complete the form attached.

The Works are delivered on consignment only and the Artist /Designer /Maker retains ownership of the Works until sale.

The Artist /Designer /Maker retains copyright of the Works, and all reproduction rights unless otherwise agreed in writing by Craft Town Scotland and Artist /Designer /Maker.

The return of unsold items will be noted on the attached List of Works. However, the Artist/Designer/Maker may collect the Works on giving at least 14 days written notice to Craft Town Scotland.

Craft Town Scotland may return any of the Works to the Artist /Designer /Maker on giving at least 14 days written notice.

Craft Town Scotland shall be liable to the Artist/Designer/Maker if loss or damage occurs to the Works after receipt by Craft Town Scotland and until the Works are dispatched to the Artist/Designer/Maker or dispatched to a buyer.

Craft Town Scotland agrees to insure the Works for no less than the amount of the agreed artist’s price

None of the Works will be consigned, loaned or otherwise removed from the custody or control of Craft Town Scotland without the agreement of the Artist / Designer / Maker.

The Artist / Designer / Maker hereby asserts her/his right to be acknowledged as the author of the Works whenever the Works (or a copy authorised by the Artist/Designer/Maker) is exhibited in public.

The Buyer agrees to make anyone into whose possession the Works pass, including any purchaser, fully aware of this assertion.

Either party may terminate this Agreement by giving 14 days written notice to the other.

Automatic termination of the agreement shall occur if Craft Town Scotland ceases to carry on business, as a result of insolvency, liquidation, receivership, bankruptcy or by written notice from the Artist /Designer /Maker if Craft Town Scotland is in breach of any of its obligations under the agreement.

Upon termination, Craft Town Scotland will promptly return the Works to the Artist/Designer/Maker and will pay the Artist/Designer/Maker all sums due in respect of sold items.

Scots Law shall govern this contract in all respects and the parties agree to submit to the non-exclusive jurisdiction of the Scottish Courts

This agreement shall be binding on the parties and their heirs, successors and assigns.

This agreement constitutes the entire understanding between parties and can only be modified by agreement in writing.

The Artist/Designer/Maker and Craft Town Scotland shall each promptly notify the other of any change of address.

Signed:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (by the Artist/Designer/Maker)

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signed:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_( for on behalf of Craft Town Scotland/WKCIL)

(Officer / Director Craft Town Scotland)

Date:

Craft Town Scotland is a project of the West Kilbride Community Initiative Limited

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**Additional Information**

Bank Details for BACS payments.

Bank:

Address:

Account Name:

Sort Code:

Account Number: