

**Welsh Art Auction 2011**  
**Washington Gallery**  
**Contract of Sale**

Name and address of the client: .....  
(Herein and thereafter referred to as the Client) .....  
.....  
.....  
.....

Penarth Arts and Crafts Ltd  
Oriol Washington Gallery

Name of the Gallery's principal contact: MAGGIE KNIGHT

1. The Client agrees to consign to the Gallery, and the Gallery agrees to take on consignment, the works listed in the attached Appendix's Lists of Works (herein and after referred to as the Works). The gallery acknowledges that the works have been received in good condition.
2. Purpose and scope of Agency
  - i. The works are consigned to the gallery for the purpose only of being offered for sale by the gallery.
  - ii. This agreement covers only the Works listed (and those listed in any further consignments sent, which shall thereupon be added to the Appendix) and does not create any general agency for any of the Artist's work.
3. Selling Price: the Gallery agrees to sell the Work, as agent for the Client, at the Selling prices specified.
4. Commission: the Gallery will be entitled to charge commission on the Selling price at the rate specified of, 15% (10% for works fetching £2000 or above) plus VAT @ 20% on commission.
5. The Gallery in the course of negotiating sales will be entitled to make a discretionary reduction only after consultation with the Client. In the event of making such a reduction the gallery will remain entitled to commission as in 4. above, on the reduced price.
6. During the course of the exhibition and auction of works the Client will not sell exhibited works privately to any third parties and will pay commission to the gallery, as in point 4 above, in relation to any sales made after the close of the exhibition of works seen by purchasers at the exhibition.
8. The Client agrees to provide, for publicity purposes, biographical information, material descriptive of the works including, if appropriate, selected illustrations and / or slides. The Client agrees to make a contribution of £15 per work to cover advertising and printing fees as arranged by the gallery.
9. Payments: the Gallery will remit the agreed Selling price, less the above commission, to the client by cheque or bank draft directly into the Client's bank account, within forty-five days of the date of sale. The gallery will not agree to sales by instalment or rentals or sales on approval without the Client's consent.

10. The Client agrees for the gallery to disclose provenance of all works.
11. Ownership: the Works are delivered on consignment only and the Client retains ownership of the Works until sale.
12. Return of Work: the Client may collect any of the works on giving at least twenty-eight days written notice to the Gallery (at the expense of the Client). The gallery may return any of the Works to the Client on giving at least twenty-eight days written notice (at the expense of the gallery).
13. Damage and Loss of Work: the gallery shall be liable to the Client for loss or damage of the Works on the Gallery premises. The gallery agrees to insure the Works for an amount no less the agreed Selling price less sales commission.
14. Custody of Work: none of the Works shall be consigned, loaned or otherwise removed from the Gallery's custody or control without the Client's consent.
15. Termination: either party may terminate this Agreement by giving twenty-eight days written notice to the other. This Agreement terminates automatically if the Gallery ceases to carry on business, becomes insolvent, goes into liquidation or the receiver or administrator or similar officer is appointed over any of its assets, or by notice in writing by the Client if the Gallery is in breach of any of its obligation under the Agreement, or if the artist dies or if his/her incapacity makes completion of any works ongoing or promised impossible. On termination the Gallery will return all the works to the Artist (at the expense of the Gallery), and the Gallery will pay the Artist all sums due to the Artist.
16. Governing Law: this contract shall be governed in all respects by English law and the parties agree to submit to the non-exclusive jurisdiction of the English Courts.
17. Miscellaneous:
  - a. This Agreement shall be binding on the parties and their heirs, successors and assigns.
  - b. This Agreement constitutes the entire understanding between the parties and can only be modified by agreement in writing.
  - c. Address: Artist and gallery shall promptly notify the other of any change of address.

Signed \_\_\_\_\_  
(The Client)

Signed \_\_\_\_\_  
(Witness)

Signed \_\_\_\_\_  
(For and on behalf of the Gallery)

Signed \_\_\_\_\_  
(Witness)

Date:

