

CODE OF ETHICS FOR GALLERIES and ARTISTS – COMMERCIAL AND NON

The interests of the gallery and of the artist that it represents/exhibits are inextricably linked. On principle, the artist and the gallery are bound by a verbal or written agreement, carried out in good faith, involving a responsibility towards the works, their exhibition, safekeeping and in the case of commercial galleries a sales mandate and financial terms.

The gallery owner is appointed by the artist or his successors in title to exhibit, promote and, in the case of commercial galleries, to sell his/her works.

The gallery advises the artist he represents about how to develop and build his career; he offers support, adopting an attitude that is both benevolent and critical towards his/her work.

The gallery owner has the role of an intermediary between the artist and institutional or private collectors, art professionals and the public at large.

The gallery develops communication tools in order to promote the artist and his/her works.

Exhibits

The gallery organises exhibitions and does everything possible to present the artist's work in optimum conditions, by mutual agreement with the artist. The artist must provide all the elements required and in a timely fashion in order for the gallery to be able to exhibit his/her work properly.

A gallery does not charge an artist a fee for the purposes of presentation, exhibition or promotion.

The artist produces his/her own works. In certain cases, if the artist needs help with production, he first contacts the gallery which may offer technical or logistical support or specific financing. In this case, a specific contract/agreement may stipulate the terms and conditions of production between the artist and the gallery, as well as with any third parties and as it relates to eventual sales.

The artist deals personally with any third-party rights to the works and holds the gallery harmless from all claims: for example copyrights in the event of collaboration, intellectual property rights, rights to use works or pre-existing elements included in the work, and property rights of third parties to the work

Insurance and restoration

The gallery must take out insurance to cover any damage or theft to artwork entrusted to it. If a work exhibited or stored by the gallery needs to be restored, this is carried out with the agreement of the artist or his successors in title.

Documentation

The artist or his successors in title transfer to the gallery that represents them, free of charge, the rights of reproduction and representation to promote the work, as well as to create documents and archives. . The artist

or his successors in title undertake to provide all of the elements required to promote the works: biographical and bibliographical information, any photographs and other documentation in his/her possession.

The gallery owner is advised to keep archives regarding the work of the artist it exhibits/represents and to enrich them with documentation: texts, images or relevant information concerning the artist's work. These archives remain entirely the property of the gallery, since they are the result of its work. The gallery alone can allow them to be consulted or possibly to be used, under the conditions that it specifies, in accordance with the artists' copyright. In all uses of these archives, the gallery must be mentioned.

Loans to 3rd parties

Works exhibited outside the gallery, whether to a private gallery or institution are treated as loans governed by contracts managed by the representing gallery. It is drawn up in association with the borrower and indicates the name and place of the exhibition, its length, the insurance conditions, transport conditions, the condition of the work on departure and arrival and the sales terms if any.

When loaning works to another commercial gallery and the works are for sale, the percentage paid to the artist (50%) remains (after any agreed prior production costs are recovered) and the remaining 50% is split by mutual agreement of the 2 galleries (the representing/originating and the borrowing gallery).

If the request to borrow works is sent directly to the artist, the artist informs his/her gallery and entrusts the gallery with the management of the loan.

Representation by additional galleries

The artist agrees to limit representation within the country to one gallery. If he/she is interested in further representation abroad he/she will notify its existing gallery of this intent and possibilities. Alternately, the existing gallery can also initiate this possibility and inform the artist of any approach by it to another gallery in this regard,

Sales – Commercial galleries

The gallery owner looks for the best placement of the artist's works, whether in private or public collections, for the artist he/she represents.

Artists who grant a mandate to a commercial gallery undertake not to sell directly, and therefore to inform the gallery of any purchase inquiries by both private and institutional players. Consequently the sales mandate includes not only works consigned to the gallery, but also those in the studio.

The artist remains the owner of the works exhibited or stored at the gallery until they are sold by the gallery. The gallery owner advises collectors and helps them to make the right choice. He/she gives them the benefit of his expertise and passes on the information at his disposal. The gallery owners must obtain all of the guarantees required regarding the authenticity of the works he/she sells. They thereby offer their clients a guarantee and transparency.

The prices of the works must be clearly recorded in the gallery's database and communicated to the collectors at their request.

Once a sale has been agreed to, the gallery will issue an invoice to the client clearly indicating any discounts offered and will include all required taxes. The invoice should describe the work sold in full: name of the artist, title of the work, year in which it was created, techniques, size, single item or numbering if necessary. The invoice provides a guarantee to the buyer regarding the information it includes. The invoice should also state that copyright to the work remains with the artist in all cases.

The gallery owner will inform the artist of the sale immediately, will inform the artist who the work has been sold to and will ask for the artist to issue her/his invoice or prepare a sales contract and will transfer payment to the artists within 15 days.

The percentage kept by the gallery is 50% maximum, after any prepaid production costs have been deducted and reimbursed to the gallery if this was agreed to prior the sale.

Certificate of authenticity

A certificate of authenticity will be issued to a client for work sold. The document indicates what the work comprises as clearly as possible and, where appropriate, specifies the number of components. It must include at least one photograph of the work and include such additional descriptions which the quality of the image alone cannot provide. The certificate is a single, original document which accompanies the work and which cannot on any account be reproduced. The gallery owner is however advised to keep a duplicate of the certificate for the purposes of traceability of the work.

Termination of collaboration between gallery and artist

If one or other of the parties wishes to end the collaboration, termination cannot prevent the finalisation of sales or negotiations already under way, in accordance with any agreed notice period. The artist or his successors in title must do everything required to recover, as soon as possible once the collaboration is ended, the works stored by the gallery, in compliance with the agreed notice period. In the specific case where the production of the work was financed by the gallery, the gallery is given first option to purchase the work. The gallery can also waive this option, subject to repayment of the production costs if it is the artist who decided to leave the gallery. If the gallery decides to break relations, then it is not entitled to recover any production costs incurred.

Relations between gallery colleagues

As the success of all galleries, artists and art scene as a whole can only benefit from the cooperation of its components, the galleries will endeavour to find opportunities to cooperate on projects. They will share professional information and generally support each other.

If one gallery is interested in exhibiting the work of the artist of another gallery in a group show, he/she will inform the representing gallery in a timely manner and make arrangements with the gallery in concert with the artist.

The galleries will refrain from soliciting the artists of other galleries for exclusive representation but if it is felt by the artist and gallery/ies that a change of representation is the best solution, then the parties agree to do this in the most fair and transparent manner possible.