

Be the future

5–8 October 2006 Brisbane

Brisbane Convention and Exhibition Centre



AGENCY AGREEMENT

BETWEEN: The Royal Australian College of General Practitioners (“the RACGP”) (ABN 34 000 223 807)

AND: The person whose name and address appears in the Schedule (“the Artist”)

RECITALS:

- A. The Artist wishes to exhibit Works at the RACGP Queensland Faculty 49th Annual Scientific Convention 5–8 October 2006 Art Show and Cocktails, (“the Art Show”), and
- B. The RACGP has agreed to act as agent for the Artist whose Works the RACGP has agreed to exhibit and offered for sale at the Art Show on the terms and conditions set out below.

IT IS AGREED:

1. ACCEPTANCE OF WORKS

The RACGP has agreed to accept the works (“the Works”) referred to in the Schedule for exhibit at the Art Show and to sell the Works for the prices nominated by the Artist as the selling price in the Schedule on the terms of this Agreement.

2. RISK

The Works submitted by the Artist to the RACGP for exhibition and sale are held by the RACGP at the risk of the Artist.

3. SELLING PRICE

The Artist must nominate the selling price of all the Works submitted for exhibition and sale.

4. COMMISSION

The RACGP shall be entitled to retain from the gross proceeds of sale of any work sold a sum equal to 30% of the gross price of the work as commission on the sale. The commission will be given to a designated charity.

5. PAYMENT OF PROCEEDS OF SALE

After deduction of its commission, the RACGP will pay the balance of the gross selling price for each Works to the Artist subject to clause 8(b).

The Artist must invoice the RACGP for 70% of the total selling price of the Works.

6. ARTIST – GST REGISTERED AND AUSTRALIAN BUSINESS NUMBER

If the Artist is registered for GST, the Artist warrants that the Artist’s Australian Business Number is as disclosed in the Schedule and in that event:

- (a) the RACGP shall display the Works for sale at the GST inclusive selling price nominated by the Artist, and
- (b) the Artist authorises the RACGP to supply a tax invoice to the purchaser in the RACGP’s capacity as agent for sale.

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Photo: Tourism Queensland

AGENCY AGREEMENT (continued)

7. ARTIST – NO GST REGISTRATION AND AUSTRALIAN BUSINESS NUMBER

If the Artist is not registered for GST but does have an Australian Business Number as disclosed in the Schedule, then:

- (a) the RACGP shall display the Works for sale at the GST exclusive price nominated by the Artist, and
- (b) the Artist authorises the RACGP to supply an invoice to the purchaser in the RACGP's capacity as agent for sale disclosing that no GST is included in the sale price.

8. ARTIST – NO AUSTRALIAN BUSINESS NUMBER – PRIVATE OR DOMESTIC ACTIVITY

If the Artist is not registered for GST and does not have an Australian Business Number, the Artist:

- (a) warrants that the artistic activity he/she undertakes, as an individual, in the production of the Works for sale is a private recreational pursuit, hobby and/or is of a private or domestic nature, and
- (b) authorises the RACGP to supply an invoice to the purchaser in the RACGP's capacity as agent for sale disclosing that no GST is included in the sale price and that the artistic activity undertaken by the Artist, as an individual, in the production of the Works for sale is a private recreational pursuit, hobby and/or is of a private or domestic nature.

9. SCHEDULE

The Artist must fully complete the Schedule to this Agreement and in the event that the Artist does not do so, the RACGP:

- (a) may determine in its sole and unfettered discretion not to display the Works submitted by the Artist for exhibition and sale, or
- (b) may determine to display the Works for exhibition and sale, but shall be required by the Pay As You Go legislation (PAYG) to deduct 48.5% of the gross sale proceeds of any work less any sales commission entitled to be withheld by the RACGP before making payment to the Artist, and shall remit such deduction to the Commission of Taxation in accordance with its obligations under the PAYG legislation.

SIGNED by for and on behalf of The Royal Australian College of General Practitioners

SIGNED by the person identified as the Artist in the Schedule

PRINT NAME

PRINT NAME



THE ROYAL AUSTRALIAN
COLLEGE OF
GENERAL PRACTITIONERS

AGENCY AGREEMENT SCHEDULE

NAME OF ARTIST: _____

ADDRESS OF ARTIST: _____

TELEPHONE NO: _____

COMPLETE THE FOLLOWING

1. ARE YOU REGISTERED FOR GST: YES NO

2. DO YOU HAVE AN AUSTRALIAN BUSINESS NUMBER: YES NO

IF YES, PLEASE SPECIFY YOUR ABN: _____

IF NO ABN, THEN COMPLETE ITEM 3, OTHERWISE PLEASE SIGN.

3. ARTIST DECLARATION:

The Works submitted by me for exhibition and sale pursuant to this Agreement are the result of artistic activity undertaken by me as a hobby, past time and/or private or domestic activity.

YES NO

SIGNATURE OF ARTIST _____

PRINT NAME _____

DATE _____