

## Bethlem Gallery Art Collection

### TITLE OF TRANSFER - PURCHASES

#### What does this agreement do?

You have agreed to sell your work to Bethlem Gallery. This agreement formalises this agreement.

#### Need help?

If you need any support in understanding this document, please ask a member of the Gallery team and we would be happy to go through it with you.

Agreement Date:

2nd November 2024

The Gallery:

**Bethlem Gallery** is a registered charity (no. 1205035) and a not-for-profit company limited by guarantee (no. 08194872)

- Address: The Bethlem Gallery, Bethlem Royal Hospital, Monks Orchard Road, Beckenham, Bromley, BR3 3BX

You:

Name:

Albert Rackett

Address:

21 Southport Hill Road.  
South Croydon CR27 6Y

Mobile:

E-mail:

Artwork:

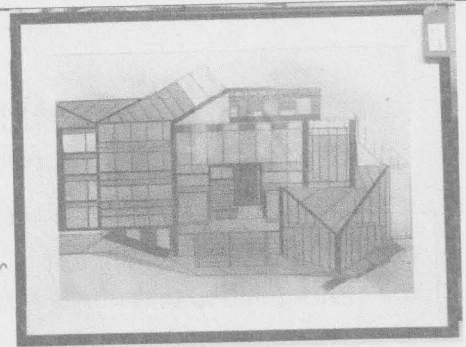
Title: If I was an Architect

Date:

2016

Medium:

Pencil on paper



Size:

H: 780mm, W: 1020mm, D: 8mm

What inspired you to make this work:

I see buildings as a place of safety.

It's my own work, from my own mind

What ideas or concepts were you trying to convey through this work:

I can't do it any other way. I find it easier to draw architecture.

How does this piece fit into your overall body of work:

This is an earlier work and now I would work with colour pencils.

1996 - until now - I work in

black and white

<b>Additional information</b> Please use this space to let us know if - you have any spaces you would like your work to be shown. - of any reasons why your work cannot be shown to specific audiences or wards.	<div style="border-bottom: 1px dotted black; height: 20px; margin-bottom: 5px;"></div> <div style="border-bottom: 1px dotted black; height: 20px; margin-bottom: 5px;"></div> <div style="border-bottom: 1px dotted black; height: 20px; margin-bottom: 5px;"></div> <p>Please note that we will do our best to meet your wishes but do not always have control over which spaces will allow art.</p>
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<b>Artist Name:</b>	<p>The Gallery needs to know how you would like your name to appear in respect of the artwork you are selling in this agreement. Please choose one of the following options:</p> <p><input type="radio"/> I am happy for my artwork to be credited to my name, as stated in the above box.</p> <p><input checked="" type="radio"/> I would like my artwork to be credited to the following name:  <div style="border-bottom: 1px dotted black; display: inline-block; width: 150px; margin-top: 5px;">Albert</div></p> <p><input type="radio"/> I would like to remain anonymous in respect to this artwork and to be credited as 'ANON'.</p>
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<b>Fee:</b>	<p>The total sum of £ <u>200 -</u></p> <p>which shall be paid to the Artist in accordance with clause 7.</p>
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The terms set out on the following pages form part of this agreement. Please sign in the box below to confirm that you agree with these terms.

<p>Signed by the <b>Gallery:</b></p> <div style="border-bottom: 1px dotted black; height: 40px; margin-top: 10px;"></div> <p><b>Bethlem Gallery</b>          Acting by an authorised signatory  <u>AMISHA KAROA</u></p>	<p>Signed by <b>you:</b></p> <div style="border-bottom: 1px dotted black; height: 40px; margin-top: 10px;"></div> <p><b>Name:</b>  <u>Albert Edward Rackett</u></p>
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## **TERMS:**

### **1 INTRODUCTION**

- 1.1 Your Artwork has been accepted to become part of Bethlem Gallery's Collection, with your Artwork being purchased by the Gallery on the terms of this agreement.

### **2 ACCEPTANCE**

- 2.1 The Gallery shall inspect the Artwork and shall inform you in writing of any apparent damage to the Artwork.
- 2.2 If there is apparent damage to the Artwork then the Gallery will contact you to discuss the return of the Artwork to you.
- 2.3 If there is no apparent damage to the Artwork then the Gallery will arrange for the Fee to be paid to you in accordance with clause 9.

### **3 OWNERSHIP**

- 3.1 Ownership of, and title to, the Artwork shall automatically pass to the Trust on payment by the Gallery of the Fee due to be paid to you under clause 9.
- 3.2 It is intended that ownership of the Artwork shall transfer by operation of this agreement. However, to the extent that any additional documents are required to be executed in order to transfer ownership of the Artwork to the Gallery then you agree to execute such documents as may be required by the Gallery.

### **4 ATTRIBUTIONS**

- 4.1 The Gallery will wherever possible acknowledge and identify you as creator of the Artwork including all occasions on which the Artwork is exhibited in public.
- 4.2 When acknowledging you as creator of the Artwork the Gallery will use such name as you have selected as your Artist Name in the box at the start of this agreement.
- 4.3 You may change your Artist Name (as indicated in the box at the start of this agreement) at any time by telling the Gallery in writing. If you do this the Gallery will take reasonable steps to change the name that it uses to credit the Artwork from the point at which they are informed, but will not be able to change historic references to your previous Artist Name.

## **5 COPYRIGHT AND REPRODUCTION**

- 5.1 When property and ownership of the Artwork passes to the Gallery under this agreement the Gallery will become the sole owner of the Artwork. You agree to grant Bethlem Gallery a perpetual, worldwide, irrevocable license to the copyright of the Artwork.
- 5.2 The moral rights in the Artwork will remain with you – these include the rights to be attributed as the Artwork's creator and to object to any alteration to or adaptation of the Artwork that distorts or mutilates it.
- 5.3 The Gallery will be free to exercise all of its rights as owner of the Artwork, including its rights to display the Artwork.
- 5.4 The Gallery will make digital images of the Artwork. The Gallery may include any such images on their website, social media channels (including Twitter, Instagram and Facebook), partner websites or in any publications (such as marketing materials or exhibition catalogues).
- 5.5 The Gallery may sell or license these images on such terms as they may decide, but will seek to divide any profits with you where possible.

## **6 DATA PROTECTION**

- 6.1 In connection with this agreement it is acknowledged that the Gallery will hold certain personal data on you, including your name, contact information and bank account details for making payments under this agreement.
- 6.2 The Gallery will keep this information safely and will comply with all relevant data protection laws in respect of it. The Gallery may provide this personal data to third parties to which the Gallery legitimately needs to provide this information in order to enable this agreement to be performed (such as the Gallery's bank for making payments). However, the Gallery will not provide this information to any other third party without your prior consent.
- 6.3 You have certain rights under the relevant data protection laws. These include the right to ask the Gallery how your personal data has been used, and also the right to ask the

Gallery to delete certain information. You may exercise these rights by telling the Gallery in writing that you wish to do so.

- 6.4 Aside from your name, which will be retained for the purposes of the public identification of the Artist, and contact details the Gallery will automatically delete all personal data that it holds on you 12 months after the date on which this agreement is terminated or the obligations under it have been performed in full.

## **7 THE FEE**

- 7.1 In consideration for the transfer of title to the Artwork to Bethlem Gallery and the copyright license, the Gallery agrees to pay you the Fee, which shall be inclusive of VAT.
- 7.2 The Fee shall be paid to you in a single installment once this contract has been signed. The Gallery will pay the Fee within 30 days of receipt of this signed document.
- 7.3 You must keep the Gallery informed of any changes to your contact information or payment details. The Gallery will not be liable if it sends any payment to the wrong bank account because you provided the Gallery with incorrect account details.

## **8 NOTICES**

- 8.1 You may send any notices under this agreement to the Gallery's registered address from time to time (which is available at Companies House).
- 8.2 The Gallery may send any notices under this agreement to the last known address and/or e-mail that it has for you. If your contact details have changed and you have not told the Gallery then any notice sent in this way will still be valid.
- 8.3 Any notices that need to be sent in writing may be sent by e-mail.

## **9 GENERAL**

- 9.1 This agreement contains the entire agreement and understanding between the parties as to the Artwork.
- 9.2 No variations or additions to this agreement may be made without written consent of both parties. The consent of any third parties shall not be required to amend this

agreement whether or not such third parties are granted rights under this agreement.

- 9.3 This agreement is personal to you. You may not assign any part of your obligations without the Gallery's prior written consent.
- 9.4 The Gallery agrees that you are an independent contractor not an employee and that this contract is not a contract of service of any kind.
- 9.5 Except in relation to the rights given to the Trust under this agreement, no third parties shall be granted or be able to enforce any rights under this agreement.

## **10 PRESS & PUBLIC RELATIONS**

- 10.1 No external press coverage is to be made by you relating to the existence of this agreement or the purchase of the Artwork without the prior written consent of the Gallery.

## **11 GOVERNING LAW**

- 11.1 This agreement is governed by English law.
- 11.2 Any disputes between the parties relating to this agreement which cannot be resolved by discussions will be settled exclusively by the English courts.