Society of Artists' Agents

Code of Ethics

1. Commission and Copyright

Agents are remunerated by commission on work handled by them, at rates agreed with each individual artist. As agents, they do not act as commissioners (principals), and copyright remains with the Artist unless it has been specifically assigned to a Client with that Artist's consent.

2. Negotiation and Speculative Work

Agents shall negotiate the terms of any assignment, and the Artist shall have the right, before work begins, to reject any assignment where the terms are unacceptable or the work is considered unsuitable. The Society is opposed to any client requesting work on a speculative basis because of the inherent risk of exploitation in those circumstances, and no member Agent shall accept work on that basis. It is recognised that there are times, for example when clients are pitching for new accounts, when limited budgets make it impossible to fix a realistic fee in advance, but in those cases an honorarium and/or expenses should at least be paid.

3. Artwork Samples and Return of Work

Artists will, where needed, provide the Agent with samples of their work to help secure assignments. In the rare case that original physical artwork is supplied to the Agent or a Client, it remains the Artist's property unless copyright or ownership is expressly agreed otherwise in writing. Any original artwork held by the Agent will be returned promptly after termination of the representation agreement. The Agent will use best efforts to get original artwork back from Clients, but is not responsible if Clients do not return it.

4. Commission and House Accounts

On assignments secured by the Agent, the Agent shall be entitled to commission at an agreed percentage. The Artist shall be informed of the fee paid by the client and the commission percentage for each assignment. On house accounts there may be a reduced or nil percentage. House accounts are accounts obtained by the Artist before the date of representation and listed in a schedule drawn up at the commencement of such representation.

5. Written Instructions and Job Details

Before commencement of any work there shall be a written instruction, order, or job acceptance form provided by the Agent, setting out the proposed fee, delivery dates, and all other relevant details.

6. Payment and Statements

The Agent shall make prompt payment of any fees collected on behalf of the Artist at mutually agreed intervals. Statements showing all assignments, client names, fees paid, expenses incurred, the dates of

payment, and the amount of the Agent's commission will be supplied on request. All of these form part of the initial agreement between the Artist and Agent.

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7. Account Inspection

The Agent acknowledges that the Artist, together with their financial adviser, has the right, in the event of a dispute, to inspect the accounts in respect of work done by that Artist at the place of business during normal business hours after giving reasonable notice. Such inspection shall be at the Artist's own expense, except where an error exceeding £100 in the Artist's favour is found.

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8. Approaching Represented Artists

No Agent may knowingly approach an Artist already represented by another Agent with a view to representing them. If a member Agent is approached by an Artist represented by another member Agent, they may provide details of the services they offer, but they may not offer any inducement. If an Artist decides to join a new Agent, it is expected that the original Agent is informed promptly, and it is considered both courteous and advisable that the relevant arrangements are discussed openly.

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9. Termination of Representation and Post-Termination Rights

In alignment with the SAA artist/agent agreement; representation may be terminated by either party by giving six (6) months' written notice after the expiry of the Minimum Term. If no Minimum Term is specified, either party may terminate by giving six (6) months' written notice from the Start Date. During the Minimum Term, either party may terminate by giving one (1) month's written notice.

During the notice period, the Agreement shall remain in full force and effect, and the Agent shall continue to represent and promote the Artist and deal with current enquiries in the ordinary course.

If the Artist receives any assignments after the Termination Date, originally instigated by the original Agent, commission shall be payable on that work for a period not exceeding twelve (12) months after the Termination Date, or ninety (90) days where the Agent has represented the Artist for six (6) months or less.

Irrespective of termination date, any second rights, extensions of licences, or royalties relating to assignments dealt with by the original Agent shall be negotiated and dealt with by the original Agent.

Where an assignment becomes or forms part of a series, connected work, sequel, adaptation, or other derivative exploitation, and at least one part of that work was created or commissioned during the period of representation, the Agent shall remain entitled to commission and/or administration rights in respect of that work and any related extensions, renewals, reissues, second rights, or licensing income arising from it, to the extent those rights were procured or negotiated by the Agent.

Any enquiries received by the Agent after termination shall be forwarded to the Artist promptly, except to the extent they relate to matters for which the Agent retains rights under this clause. Upon termination, the Agent shall co-operate reasonably in the transfer of active matters and shall provide the Artist with copies of relevant contracts and records upon request, subject to confidentiality and any continuing rights retained by the Agent under their Agreement.

Any and all Agent to Illustrator representation agreements/contracts shall be subject to approval by the SAA membership (if requested) and shall comply with the SAA approved recommended agent-illustrator contract guidelines/parameters.

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10. Re-application for Membership

Should any member who resigns, or who has their membership terminated, wish to re-apply for membership, they may do so after six months and only after satisfying the criteria for membership and agreeing to abide by the Constitution and Code of Practice. Such an application will be treated in all respects like a new application and the decision of the SAA membership in consultation with the membership, will be binding.

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11. Confidentiality of Society Business

All discussion and business of the Society, whether in closed or open committee, is to be treated by members as confidential and not for general release unless specifically agreed. Casual discussion of the affairs of the Society can prove damaging to the Society and all members will be expected to behave with discretion in this respect. Any member found to be in breach of confidence may be asked to explain their conduct to the SAA membership.

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12. Breach of the Code

Any Agent not conforming to the Society's Code of Practice will be required to appear before the SAA membership to explain their conduct. If such conduct is proven, or if the Agent refuses to provide a satisfactory explanation, membership may be terminated by a 60% majority ballot of member agencies, as per the Society's Constitution.

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13. Royalty-Free Images

The Society recognises that royalty-free images present a lower level of commercial risk than they once did. The Society does not prohibit responsible and reputable member agents from engaging with the sector, provided they do so cautiously and in moderation and remain alert to any potential risk to artists or to the artists they represent. Where requested by the SAA membership, member agents shall provide a written and/or oral account of any interests they have in the sector within 7 days.

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14. Commitment to the Profession

The Society is committed to working for the advancement of illustration and illustrators as an art and commercial form in conjunction with The Association of Illustrators and other related trade organisations and societies in the United Kingdom and worldwide.
