

JOINING FORM: SOCIETY OF ARTISTS AGENTS

CONFIDENTIAL

Agency Name:

Contact Name:

Position:

The Society of Artist's Agents Constitution & Aims

1. The Society of Artists Agents was founded in 1992 to:
 - (a) Promote the Benefits of any artist being represented by member agents.
 - (b) Promote high standards of ethics and professionalism and to standardise terms and conditions.
 - (c) Promote and pursue co-operation between members and clients and to recommend business guidelines and to protect the interests of its members and the Artists they represent.
2. Membership is open to agents who:
 - (a) Have fully marketed and represented by name, for a period of no less than 2 years, the work of Artists for whom they act.
 - (b) Are reimbursed by a commission charged on the illustration work handled by them, agreed with the individual artist. Artists are entitled to the artist percentage amount based on the total gross figure that is billed by agents to any client with regard to any illustration production or license related transaction.
 - (c) Are prepared to agree in writing that they will abide by the Constitution and Ethics of the Society.
3. (a) Prospective members will be required to complete an application form which will be reviewed by the Membership Committee and put forward to the Society Members.
(b) Application for membership shall be sent to the Society. Any member has the right to object to a prospective member's application and in the case of the objection, this should be presented in writing to the membership. In the case of a disagreement or dispute over a new member's suitability, members will be balloted.
(c) Membership will only be granted by a process of a secret ballot, requiring a majority vote by members.
4. Upon election, new agencies will pay a subscription annually.
5. All members agree to abide by the Constitution and Code of Ethics of the Society, and in the event of violation, shall be required to appear before the Ethics Committee. The Ethics Committee shall have the right to terminate the membership of any member found to be in breach of the Code of Ethics and Constitution, and refusal to appear before the Ethics Committee shall be deemed grounds for termination of membership.
- 6 (a) On request, members shall be required to give a list of artists they represent, and to agree that such lists be kept up to date, and available for free circulation within the Society.
(b) New members should provide a statement from their certified accountant stating that the agency is solvent and the business is fiscally professionally run in the year up to the audit.
7. The affairs of the Society shall be governed by the Membership in the manner the majority deem appropriate.
8. (a) The Chair Person shall from time to time where desirable, invite or elect other members of the Society to serve on subcommittees where their experience and expertise may be of value.
(b) Member agents are required to serve as SAA members for a period of 1 year before they are eligible to serve on a sub-committee within the Society, unless otherwise agreed.
- 9(a) Membership is open to companies or firms and not individuals.
(b) Any representative of a member agency may attend meetings of the Society.
(c) Member Agents are encouraged to attend as many meetings as possible throughout each year.
10. Any change of the Constitution or Code of Ethics must be balloted, and shall be passed if the membership votes in favour by a majority in excess of 60%.
11. Each member agency is entitled to only one vote.

Code of Ethics

1. AGENTS are reimbursed by a commission charged on the work handled by them and agreed with the individual artists. 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.
AGENTS shall negotiate the terms of any assignment, with the Artist having the right, before commencement, to reject any assignment where the terms are found unacceptable or which they consider unsuitable. The Society is opposed to any client requesting work on a speculative basis because of the inherent risks of exploitation in such circumstances and no member Agent shall accept work on that basis. It is realised that there are times e.g. when clients are pitching for new accounts when limited budgets make the fixing of a realistic fee impossible, but in those instances, at the least an honorarium and/or expenses should be paid.
3. ARTISTS will provide agents with samples of artwork, which from time to time are necessary for the purpose of securing assignments. All such artwork samples remain the property of the Artist and shall be returned promptly, subject to availability, after the termination of any agreement concerning representation. The Agent, while using their best endeavours to have work returned by clients, is however not responsible for work not returned by such clients.
4. ON ASSIGNMENTS secured by the Agent, the Agent shall be entitled to a commission based on an agreed percentage. The Artist shall be informed of the fee paid by the client and the percentage commission on every assignment. On house accounts there may be a reduced or nil percentage. House accounts are defined as those accounts that have been obtained by the artist prior to the date of their representation and listed in a schedule drawn up at the commencement of such representation.
5. BEFORE COMMENCEMENT of the work there shall be a written instruction, order or job acceptance form provided by the Agent, detailing proposed fee, delivery dates and all other relevant details.
6. THE AGENT shall make prompt payment of any fees collected on behalf of the Artist at mutually agreed intervals. Statements showing all assignments, client's names, fees paid, expenses incurred, the dates of payment and the amount of the Agent's commission, will be supplied upon request. All of these form part of the initial agreement between the Artist and Agent.
7. THE AGENT is aware that the Artist, together with his 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 to be at the Artist's own expense, except if an error exceeding £100 in their favour is found.
8. NO AGENT may knowingly directly approach an Artist already represented by another Agent with the 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 that they offer, but they may not offer any inducement. If an Artist does decide to join a new Agent it is imperative that the original agent is informed by the Artist promptly, and it is considered both a courtesy and advisable that they discuss the new arrangements.
9. REPRESENTATION may be terminated by either party by giving written notice as per contract between both parties. If the Artist receives any assignments after that termination date, originally instigated by the original Agent, commission shall be payable on that work for a period not exceeding one year after the date of termination, or if joint promotion has been taken out, then one year from its publication date. Irrespective of termination date, any second rights/extensions of licenses/royalties relating to assignments dealt with by the original Agent would be negotiated and dealt with by the original Agent. It would be expected that any other form of enquiry for the Artist would be referred on. Any and all Agent to Illustrator representation agreements/contracts to be subject to approval by the SAA membership (if requested) and to comply with the SAA approved recommended agent-illustrator contract guidelines/parameters.
10. 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 Main Committee, in consultation with the membership, will be binding.
11. ALL DISCUSSION and business of the Society, whether in closed or in 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 Main Committee.

12. ANY AGENT not conforming to the Society's Code of Practice will be required to appear before the SAA Main Committee to explain their conduct, and if such conduct is proven, may form the basis for that agent's membership of the Society to be terminated. Refusal to provide a satisfactory explanation will also be grounds for termination.

13. The Society, in common with many other professional bodies, recognises particular potential threats to artists deriving from the use of royalty-free images and whilst the Society does not bar or prohibit entirely responsible and reputable member agents from some engagement with the sector, the Society shall require all member agents to exercise a particularly high level of caution and moderation with regards to any dealings that it (and the artists it markets) may have in the sector. Member agents shall be required by the SAA Main Committee (upon request) to account to the Society at any time, in written and/or oral form, detailing any and all interests that they may have in the sector, within 7 days.

The Society shall also have the right to seek statements from artists marketed by the said agency detailing the artists commercial view regarding all aspects of their dealings in the royalty-free sector. If the Society is satisfied with the schedule of interests in the sector presented by any existing or prospective member agent (and the artists marketed by the agency in question), then the Society shall conduct a full membership vote regarding admission or retention of the particular agency and a majority of 60% of the membership shall be required in order to admit or retain the said agency.

14. 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.

This is to acknowledge thatagency abides by the Constitution and Code of Ethics as sited above.

Name:	Signature:	Date:

Fees:	Annual Subscription: £300
	To include SAA hub website set up
	All fees are subject to annual review

Meeting Schedule:	Members meet 6 times a year, currently the meetings are held on a Wednesday evening, dates are provided at the beginning of each year.
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