

TERMS AND CONDITIONS

1. I agree to be bound by the Memorandum and Articles of Association (the Constitution) of The Artists Foundation of WA Limited trading as Artsource.
2. I understand that Artsource maintains a database containing copies of artistic works (Works) made and supplied by members to promote the objects and purposes of Artsource, including promotion of professional opportunities for members.
3. I also understand that information supplied by me to Artsource in connection with my membership will be placed on a database and will be used by Artsource in pursuance of its objects as set out in the Constitution, including to assist Artsource in promoting professional opportunities for members, bona fide research and to promote the image and interests of members. Artsource undertakes not to release members' data for any other purpose.
4. Where any Work owned and controlled by me, has been supplied to Artsource for or on my behalf, I agree that, in pursuance of its objects, including any activities undertaken by it to promote art in Western Australia, Artsource is authorised to do the following:
 - (a) To reproduce the Work, including the right to make a first digital copy, for storage in an electronic database;
 - (b) To reproduce the Work in a material form for the purpose of including it in an archive of members Works;
 - (c) to reproduce and communicate the Work to the public in association with Artsource's activities;
 - (d) To communicate the Work or provide a copy in a material form to any person who may be interested in obtaining a licence to use it ("Recipient"), PROVIDED THAT:
 - (i) the Work is reproduced or communicated to the Recipient solely for evaluation purposes;
 - (ii) Artsource notifies every Recipient that:
 - A. any such copy of a Work is provided solely for evaluation purposes;
 - B. evaluation copies of a Work must not be:
 - retained or used for any other purpose;
 - sub-licensed, sold or assignedexcept with my express written consent as the owner of copyright.
 - (e) In full compliance with my moral right entitlements, where a copy of a Work reproduced, made available or communicated to any other person in accordance with the provisions set out in this Membership Application Form, it is sufficient if the Work is accompanied by particulars of my name as the artist, the name of Work (if any) and any other particulars that Artsource, acting reasonably, is able to provide.

DECLARATION OF APPLICANT

5. I understand, acknowledge and agree that:
 - (a) Artsource will take all reasonable care in relation to my Works, including any copies held in its database or archive;
 - (b) All Works are supplied to Artsource "as is" and at my own risk. Artsource will not be responsible for any loss or damage sustained unless expressly agreed in writing;
 - (c) I am obliged to inform Artsource as soon as possible if there

is a reason to believe that the copyright in any of my Works is controlled by someone other than me. In particular, I understand that if any of the Works created by me consist of:

- (i) A photograph commissioned by a third party for a private or domestic purpose; or
- (ii) A painting, drawing or engraving of a portrait commissioned by a third party in which the copyright is owned by that third party under the terms of s.35 of the Copyright Act; or
- (iii) Works brought into existence in the course of my duties as an employee; or
- (iv) Works brought into existence for or on behalf of the State of Western Australia,

I will not own the copyright in any such Work unless a written agreement has been entered into between me and the commissioning party or employer (as the case may be) to expressly reserve copyright ownership in my favour.

- (d) Subject to clause 5(e), even if I cease to be a member of Artsource, my contact details, digital copies of my Works and details of them may be retained and used by Artsource as set out in this Membership Application Form without further reference to me; and
 - (e) At any time after my membership has ceased, I may give 30 days' notice in writing to Artsource to delete from its database my contact details, digital copies of my Works and details of them and Artsource may not thereafter rely on clause 5(d).
6. I declare that:
 - (a) I own the copyright in any Work submitted by me to Artsource as set out above;
 - (b) I am entitled to authorise Artsource to deal with my Works as set out in clause 4; and
 - (c) all information supplied by me to Artsource is true and accurate to the best of knowledge and belief.

MAX MEMBERSHIP APPLICANTS ONLY

7. I acknowledge and agree that:
 - (a) I have read the terms and conditions of MAX Membership Insurance information package and policy brochure available on the Artsource website.
 - (b) MAX Insurance only covers:
 - (i) My professional visual art practice conducted by me as a sole trader;
 - (ii) It does not apply or extend to any ancillary business or commercial activities of any kind, whether or not connected with my visual art practice;
 - (c) MAX insurance will not commence until the first day of the calendar month following the approval of my application for membership by Artsource and payment in full of all membership dues (whichever is the later);
 - (d) If I transfer to another category of membership, MAX insurance coverage will lapse on the last day of the annual period for which MAX membership dues were paid in full;
 - (e) members whose art practices are conducted as a partnership, corporation, joint venture or by any means for or in conjunction with another person are not eligible for MAX Insurance.