

An Approach to **COMMISSIONING**



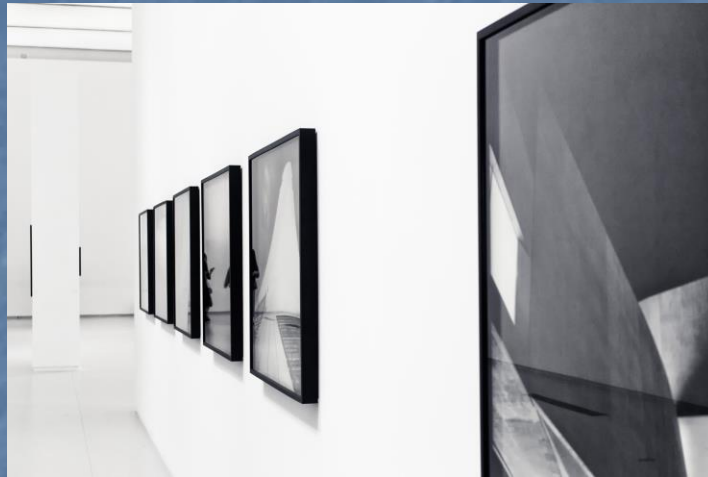
MAKE

Southwest **Craft**

May 2022

www.luke-shepherd.com

GAINING A COMMISSION



- Recommendation
- Marketing

Agent / Gallery / Self Promotion Social Media,
Email List, Advertising / Public Commission

- Past Work, Reputation, Recommendation
- Competition / Tender / Interview



MAKE
Southwest **Craft**

What is a Commission?

- What information/skills/background/experience are needed (other than your craft skills) to undertake a successful commission?

"The successful portrait sculptor needs a front of brass, the hide of a rhinoceros and all the guile of a courtier."

Jacob Epstein



- *“It is impossible to please the Greeks and Trojans. Neither did Jesus please everyone”.* Emanuel Santos



Paul Loveluck
Commissioned by
National Museum
of Wales



SUCCESS ?



A Commission is a 2 way process

- What do you need from your client to enable you to create a successful commission?
- What is a successful outcome?

BEST OUTCOME ?



- Client for Life
- Recommendations / Publicity
- Future Sales
- What do we do to ensure these?



Robin Ling

Commissioned by Exeter NHS Trust



Torbay Council

- Olympic Torch Commission

PROCESS



- Self Assessment
- Initial Contact
- Tender / Interview
- Presentation of Idea
- Contract
- Showing Client Work in Progress
- Showing Client Finished Work
- Signing Off
- Final Payment
- Post-completion

SELF-ASSESSMENT



- Know your merits and limitations.
- Approach - Personal temperament and suitability / Ability
- Do not be tempted by a paid commission if you cannot deliver.
- The difference between working for a client and oneself - Pitfalls and benefits.

CLIENT EXPECTATIONS



- Needs of Client
- Why are they Commissioning?
- Why you?
- Have they commissioned before?
- What are your clients expectations?

RESEARCH



- Before Beginning
- Do we actually know who the client is?
- Whose pulling the strings?
- Have you done enough research?



Leo Abse MP

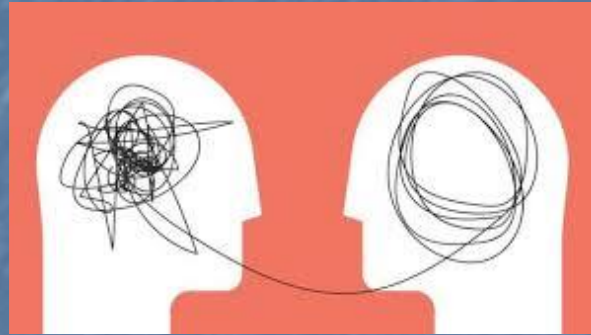


PROJECT MANAGEMENT



1. Timekeeping
2. Communication
3. Management of Schedule
4. Management of team?

COMMUNICATION



- Smooth Communication
- Deadlines met
- Meeting and Involvement with the Client?
- Showing them Work in Progress?
- Ensuring clarity

TIME KEEPING



- The perception of the artist / craftsperson as a slacker?

PAYMENT



- Payment in Stages.

Be Clear and Direct. They expect to pay you.

- Direct your Client as to how and when to pay you. Do not leave this up to them.
- Make sure all financial aspects and payment dates are really clear between you and the client.
- Retainer / Full amount.



Billy Connolly

Commissioned by
John Reed
Enterprises





Baroness
Floella Benjamin

Commissioned by
Exeter University



SAFETY



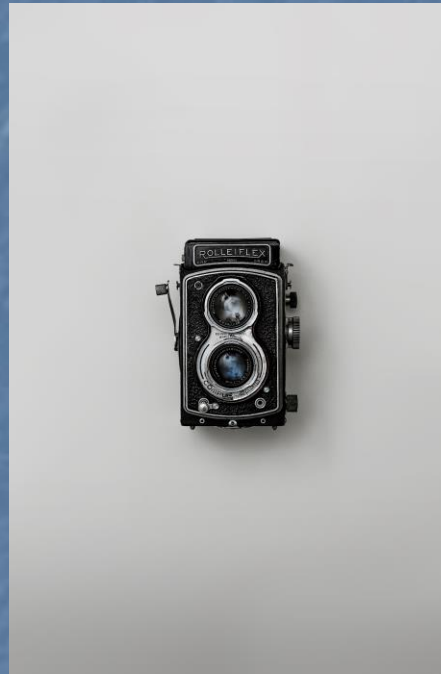
- Primary Concerns
- Health
- Physical Safety
- Materials
- Deterioration

LEGAL IMPLICATIONS



- Is there anything needed to know in advance.
- Ensuring each stage is completed and signed off. Being professional.
- What if it goes wrong and steps to be taken to avoid this.
- Whose responsible?

PHOTOGRAPHIC RECORDS



- Ensure you have a great record of the entire process and the final work.
- Photo and Video

POST-COMPLETION

- References
- Publicity
- Maintenance
- Guarantee
- Up sell –
What else can be sold
to a happy customer?



- **MATERIALS**
- **EXPENSES**
- **OWNERSHIP OF PREPARATORY DRAWINGS and MODELS**

LOOSE ENDS



- Getting help or mentorship along the way if needed.
- Installation and Transport - Who arranges and pays.
- At what stage is the work no longer your responsibility?
- Ongoing maintenance

CONTRACT



- Designing a contract
- Purpose of a Contract
Make sure you and your client have confidence in each other right from the start
- What to include and omit?

1. WHO IS THE CONTRACT BETWEEN?

ART COMMISSION AGREEMENT

This Agreement is made on the (day) of.....(date) between
'The Artist'

Name:.....

Address:.....

Post Code:.....Tel.....

Email:.....

and 'The Client'

Name:.....

Address:.....

Post Code:.....Tel.....

Email:.....

2. TITLE: "THE WORK"

- a) The Artist agrees to complete a bronze / bronze resin bust of (the Work).
- b) The work will measure approximately X.....X.....cm
- c) The work is to be modeled between the datesto..... and to be completed in bronze by
- d) The Work will be number one of limited edition of 9.

3. AGREEMENT OF SALE

- The Artist agrees to transfer ownership
- Satisfaction of both parties
- Payment of the Agreed Sum

4i. FEES & INSTALLMENTS

- A) The Client agrees to pay the Artist the sum of £..... (the 'agreed sum').



4ii. STAGES OF PAYMENT

- b) A non- refundable retainer
- c) Agreed sum in installments:
 - Stage 1 £.....
 - Stage 2 £
 - Stage 3 £.....

4iii. EXPENSES & TRANSPORT COSTS

- d) The agreed sum is inclusive of any expenses
- e) Modest expenses extra?
- f) All fees to be paid by cash, cheque or bank transfer inc transaction fees

5. AGREED PROGRAMME

- Schedule is outlined below, to coincide with schedule of fee instalments.
- a) stage 1 payment of £... as an advance non-refundable retainer,
- b) The Artist agrees to complete stage 2 of the work
- c) Upon completion and upon approval by the Client, the second stage payment of £..... will be due.
- d) Upon completion of second stage payment, the Artist will cast into bronze
- e) Artist will advise the Client of the postal and insurance costs.
- f) Upon receipt and approval of the bronze, the Client will forward the final stage 3 payment of £.....sterling, plus any extra costs

6. NON-COMPLETION OR PROGRAMME NOT ADHERED TO

- If the Artist fails to adhere to the agreed programme.. What is your policy?



7. TERMINATION OF AGREEMENT



- Written notice to the Artist,
- Withdraw from any further financial commitment
- What are the circumstances?

8. INSURANCE AND LIABILITY

- a) The Artist will indemnify the Client against damage by fire, flood and other hazard
- b) If the Artist should die before completing the Work?

9i. ORIGINALITY, COPYRIGHT AND REPRODUCTION

- a) The Artist warrants that the Work will be original.
- b) Copyright is retained by the Artist
- c) The Artist warrants that he will not make nor authorize any copies of the Work, other than those within the edition number of 9, without prior consent of the Client.
- d) To safeguard the recorded visual accuracy of the Work, the Artist shall supply the Client with photographic records of the Work.

9ii. ORIGINALITY, COPYRIGHT AND REPRODUCTION

- e) Alteration of the Work of Art
- f) Storage of Mould

- g) Information to Client
- h) Editions of the work are sold.
- i) The Work will be signed
- j) The Artist will retain title to the preparatory drawings and proposals

10. TRANSPORT & INSTALLATION



- a) Transport and delivery of the Work to the Client.
- b) Packaging, transport, delivery and insurance expenses
- c) Notice to the Client before the completion of the Work.

11. DEFECT AND LIABILITY Guarantee



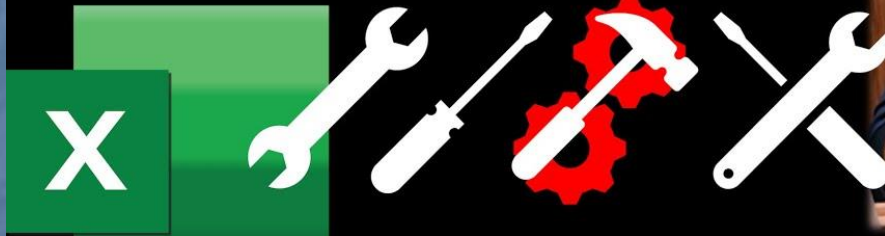
- The Artist agrees to indemnify the Client against faulty workmanship

12. SNAG ITEMS / SIGNING OFF

UNIQUE & EASY

MAINTENANCE

LOG / SNAG LIST



13. MAINTENANCE AND DAMAGE AFTER INSTALLATION

- If, after installation, the Work is damaged
 - a) The Client will be responsible for maintenance of the Work (in consultation with the Artist).
 - b) The Artist will advise in writing on the necessary maintenance required

14. ACKNOWLEDGEMENT

- a) Acknowledgement of the Artist
- b) Name plate.

15. CONTACT DETAILS

- a) Change of address
- b) The Client will notify the Artist if he sells, lends, or otherwise parts with possession of the Work

16. SAFETY



- Responsibility of Client / Artist, during manufacture, on site and installation?

17. DISPUTES

- Policy for handling disputes



18. PROPER LAW

- This Agreement is governed by the law of England and Wales.

19. SIGNED

- Artist:
- Date:.....
- Witness:.....

- Client:
- Date:.....
- Witness:.....



Luke Shepherd 2022
www.luke-shepherd.com