



## ARTIST-GALLERY AGENCY AGREEMENT

### EXPLANATORY NOTES

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#### USING THE EXPLANATORY NOTES

The Explanatory Notes are intended to provide more detailed explanations of certain clauses in this **sample agreement** or to give more detail about the law involved.

The Explanatory Notes **DO NOT** form part of the agreement and should not be included in your final redrafted agreement.

The Explanatory Notes are not intended as legal advice and should be considered information only. You should contact Arts Law for specific legal advice.

#### PARTIES

The agreement should clearly identify the name and address, and preferably the telephone and fax numbers, of the persons or organisations entering into the agreement (**parties**). Throughout the rest of the agreement, the parties are referred to or “defined” by shorthand terms for ease of reference, for example Artist. Other terms could be used, or the parties could simply use their own names.

If a party has an Australian Business Number (ABN), Australian Company Number (ACN) or Australian Registered Body Number (ARBN), the number must be included. The ABN is important for GST purposes.

If either party is a company, its Australian Company Number (ACN) and the address of its registered office must be stated.

#### WORKS (CLAUSE 1)

Clause 1 provides that the Artist will provide original artistic works (**Works**) to the Gallery at the Artist’s discretion and on a continuing basis. If, however, the Artist should make a more specific commitment, the parties should amend this clause to require the Artist to provide a specified minimum number of Works within a defined period, for instance monthly, quarterly or half yearly. The parties should also specify, in a schedule, the exact number of and the nature of the Works which the Artist will initially provide to the Gallery. The schedule will describe the Works as fully as possible by reference to their description or title, material, dimensions, as well as any other feature which distinguishes the Works. Clause 1 could be amended to read:

*The Artist consigns the artworks listed in the Schedule to this agreement to the Gallery at the beginning of the Term under clause 2 and agrees to provide further artworks (**Works**) to the Gallery from time to time at the Artist’s discretion.*



## **TERM (CLAUSE 2)**

The parties should agree on the start and finish dates for the agreement, and insert these dates in the spaces provided. If the parties want the option to extend the initial period, this clause should provide for that option and detail the process for seeking an extension. Clause 2 should be amended if the agreement should be open-ended rather than for a fixed period of time.

Once the agreed term expires, the Gallery must cease exhibiting and selling the Works and must return any remaining Works to the Artist, as provided under clause 18.5.

## **AGENCY (CLAUSE 3)**

It is very important to establish the extent of the Gallery's agency at the outset. The Gallery's rights to deal with the Artist's Works usually cover more than one area, including the right to exhibit, sell and commission Works. The extent of this agency can be limited by the time, place or manner in which the Gallery may act.

Generally, if a Gallery has **exclusive** rights, nobody else, including the Artist, may exercise those rights. A Gallery will normally want exclusive rights over a particular territory, usually the city or State in which the Gallery is located. The Artist may wish to retain different galleries in various locations and divide up their selling territories.

Clause 3.2 allows the Artist to participate in certain exhibitions independently of the Gallery, including exhibitions held at a national, State or regional gallery or museum. Some galleries may resist this clause.

Clause 3.3 refers to commissions for the creation of new Works. The use of the term "commission" in this clause should not be confused with the term as it applies to the Gallery's percentage of an artwork's sale price in clause 7. Before agreeing to an exclusive right of the Gallery to negotiate commissions for new works, the Artist should bear in mind that some major commissioning bodies prefer to deal directly with an artist, particularly if the artist has an established reputation. If the Artist wants to retain the right to negotiate commissions directly, the parties should agree on a non exclusive right. In either case, clause 3.3 provides that final approval for any new commissions rests with the Artist. Any commission agreement entered into should be covered by a separate written agreement (see Arts Law's sample *Design and Commission Agreement*).

## **EXHIBITIONS (CLAUSE 4)**

Clause 4 sets out the extent of the Gallery's obligations as to the staging and nature of exhibitions. Both parties should consider such questions as how and where the Works are to be displayed in the Gallery, whether the Works will appear with works by other artists and if so, which Works, and the opportunity for solo shows.

## **TRANSPORT OF WORKS (CLAUSE 5)**

The parties must determine which party will be responsible for the safe transport of the Works to and from the Gallery. The party responsible for transport must take out insurance that is appropriate and sufficient to cover the potential risks of loss, damage or destruction of the Works in transit.



Clause 5 provides that either the Artist or the Gallery is responsible for the transport of the Works until they reach the Gallery, and that the Gallery is responsible for the return of Works to the Artist or for the delivery of any Work sold to the purchaser. This is a matter for negotiation and clause 5 should be amended to reflect any agreement reached.

Arts Law recommends that the Gallery, as the Artist's representative, and any purchaser of a Work enter into a Sale of Artwork agreement that deals with transporting the Work from the Gallery to the purchaser. Under that Sale of Artwork agreement, the purchaser may be responsible for the transport of the Work after its purchase. If this is the case, clause 5.4 should be amended to reflect that the Gallery will be responsible for the transport of the Works back to the Artist, but that the Gallery will ensure that the purchaser is responsible for the transport of any purchased Work.

If the Artist is responsible for transport/insurance, the parties should account for the costs associated thereto when they agree on prices and the amount of the Gallery's commission.

#### **INSTALLATION, DISPLAY AND MAINTENANCE OF WORKS (CLAUSE 6)**

The parties need to amend clause 6.1 if the Artist wishes to be present to supervise unpacking and installation of the Works. If the Gallery is working with a stock room and is not going to display the Artist's Works at all times, clause 6 should specify how the Works will be stored.

The Artist may provide Works that require particular care to maintain their value. Any cleaning or general maintenance of the Works should be a matter for prior discussion and agreement between the parties.

The Gallery may frame or remount the Works only at the Artist's request or with the Artist's written permission. Clause 6.4 provides that if the Gallery undertakes any framing or remounting, the Artist should be consulted in order to ensure that this does not damage the Works, make them difficult to sell through other outlets if the Works are unsold at the end of the Term, or infringe the Artist's moral rights (see clause 17).

The parties should consider who is going to pay for any framing or remounting. Under clause 6.5, the Gallery bears those costs unless agreed otherwise in writing. Importantly, the Gallery does not own a Work it had framed or remounted even if the Gallery pays for framing or remounting.

#### **PRICE AND COMMISSION (CLAUSE 7)**

Clause 7 refers to the price set by the Artist for the sale of Works (**Retail Price**). The Artist must notify the Retail Price in writing to the Gallery. As the Gallery takes Works on consignment, the Artist retains ownership of the Works until they are sold. The Gallery sells Works as the Artist's agent (i.e. the Gallery stand in the Artist's shoes) and must therefore sell the Works for the Retail Price.

Under clause 7.3, the Gallery must not discount (or mark-up) Works without the Artist's prior written permission, as it is the Artist who is selling the Work to the purchaser through the Gallery. Another reason for a Gallery to obtain the Artist's permission prior to discounting any Retail Price is that some artists may consider that "bargain pricing" affects the integrity of his/her artwork, with the result that the Gallery would infringe the artist's moral rights if it acted without permission.



If a Work is discounted, clauses 7.5 and 7.6 provide an alternative as to who bears the discount. Under clause 7.5, the discounting is shared between the Gallery and the Artist. Under clause 7.6, the discount is deducted from the Gallery's commission and the Artist gets paid on the basis of the original Retail Price.

Clause 7.4 and 7.7 provide for different commission rates for gallery sales or for sales of commissioned artwork if the Gallery obtained the commission on the Artist's behalf. Importantly, the Gallery must understand that it will not be entitled to a commission for commissioned artwork negotiated directly between the Artist and the commissioner if the Gallery has a non-exclusive right to negotiate commissions on behalf of the Artist (see clause 3.3).

### **PAYMENT AND COSTS (CLAUSE 8)**

The Artist should specify the method of payment, for instance by cheque, bank cheque, direct deposit, cash or some other arrangement.

The parties must agree how sales are to be made from the Gallery. Is the Gallery allowed to make credit or instalment sales? If instalment sales are allowed, is the Gallery allowed to release the artwork to the purchaser before all instalments are received? It is in the Artist's best interest that the artwork is not released until all payments are made so that the purchaser does not default after receiving delivery. Will instalments be paid to the Artist as they come in, or as a lump sum when the full payment is received, or will the Gallery take on the risk of the purchaser defaulting and pay the total price to the Artist immediately as if a "full" sale has taken place? What happens if the buyer defaults? These issues should be considered carefully and clause 8 amended to reflect the parties' agreement.

Clause 8.3 ensures that the Gallery cannot charge the Artist for any hidden costs. Any costs which the parties should share should be listed in a schedule to the agreement. The Artist will be liable for any other cost, for instance framing, only if he/she has agreed to that cost in writing.

### **GOODS AND SERVICES TAX (CLAUSE 9)**

The parties must consider their obligations with respect to taxation and other statutory fees and charges.

The Goods and Services Tax (**GST**) is a general tax on goods and services supplied in Australia. Most supplies for arts businesses made for "consideration" (eg. money or payment in kind) will be subject to GST. The clause in the agreement provides that payments are *exclusive* of GST. If a party has to pay GST, that party can add the GST amount to the amount payable under the agreement. If this does not suit your situation, you need to consider an alternative clause.

***You should obtain specific professional advice on your GST and tax position and obligations under the agreement and generally.***

For more information contact the Australian Taxation Office on 13 28 66 or visit the website [www.ato.gov.au](http://www.ato.gov.au). In addition, the Australia Council for the Arts has published *Artefacts: the Arts and Tax - a practical tax workbook for the arts sector* which can be downloaded free from the Australia Council website [www.ozco.gov.au](http://www.ozco.gov.au).



### **CONTACT DETAILS OF PURCHASERS (CLAUSE 10)**

In *Earning a Living in the Visual Arts*, James Stokes argues that purchaser information is the property of the Artist, as the Artist is in fact selling directly to purchasers in a consignment arrangement. Purchaser information is valuable marketing information for the Artist. Accordingly, clause 10 requires the Gallery to use best efforts to collect this information and pass it on to the Artist. However, the Artist should be aware that some galleries may resist assuming this obligation. Purchasers may also be wary of providing personal details.

You should ensure that you comply with any privacy laws in collecting and using purchaser information. Please refer to the Arts Law Centre's Information Sheet *Privacy and the Private Sector*.

### **STATEMENT OF ACCOUNTS AND INSPECTION OF BOOKS (CLAUSES 11 AND 12)**

The Gallery must keep accurate accounting records of all Works that are dealt with, both in and out of exhibition. Clause 11 states what statements the Gallery must provide to the Artist and when these statements must be given. Under clause 12, the Artist has a right to inspect Gallery books detailing all dealings with his/her Works to ensure that he/she is receiving the correct payments from sales.

### **GALLERY'S DUTY OF CARE FOR WORKS (CLAUSE 13)**

At law, the Gallery has a duty to take all "reasonable care" with the Works. What is reasonable will depend on the circumstances, including the durability of the Works. If the Works are fragile, or susceptible to climatic conditions, clause 13 should specifically refer to this, and the insurance cover should be sufficient to cover this. Clause 13 states specific precautions which the Gallery will take to ensure it exercises reasonable care.

### **INSURANCE AND INDEMNITY (CLAUSE 14)**

Clause 14 places obligations on the Gallery to have certain types of insurance. This clause is important as these insurances are not compulsory under the general law.

Under clause 14.1, the Gallery is responsible for obtaining and maintaining insurance to cover any loss, damage, theft and destructions of the Works whilst the Works are in the Gallery's care, custody or control. The insurance must be for a sum not less than the Retail Price of the Works.

The Gallery is also responsible for obtaining and maintaining public liability insurance to cover any losses suffered by a third party, including any losses caused by the Gallery's negligent acts, errors or omissions.

Public liability insurance is very important. It is used to insure against claims made by other people on the ground that the insured person, by negligence, has caused injury, death or property damage. For example, if the Gallery leaves one of the Artist's Works (say a sculpture) in a dangerous place and a third party falls over it, public liability insurance should cover any claim by that third party against the Artist or the Gallery for damages suffered as a result of the fall. Public liability insurance is unlikely to cover any loss or damage caused by the Gallery's unlawful or wilfully negligent acts.

Public liability insurance is a risk best managed by the Gallery, as the Gallery would usually already have that insurance to protect against claims by members of the public for injury or



property damage resulting from the Gallery's acts or omissions. Clause 14.4 requires the Gallery to indemnify the Artist against all losses that arise out of any injury, death, loss or damage suffered by a third party arising as a result of use of, or in connection with the Works. This clause should not be controversial because the public liability insurance required under clause 14.1 should cover these losses.

Under clause 14.3, the Gallery must effectively "buy" from the Artist (minus commission) any Work which is lost, stolen, irreparably damaged or destroyed while under the Gallery's control. If the Work is repairable, the Artist can choose whether to repair himself/herself or whether the Gallery pays for the repairs (clause 14.2).

Clause 14.5 requires the Gallery to provide the Artist with a copy of the Gallery's current insurance policies (for property in the Gallery's care, custody or control and/or public liability insurance) when requested by the Artist. Arts Law recommends that the Artist request and obtain a copy of the relevant insurance certificates and policy wordings prior to entering into the agreement. That way, the Artist will have the opportunity to consider whether the Gallery has appropriate cover for any loss that may be suffered by the Artist. The Artist may wish to seek advice in respect to the scope of cover provided under the Gallery's policies.

#### **TITLE (CLAUSE 15)**

Title refers to the actual physical ownership of the Work. Title in the Work is separate from any copyright or moral rights in the Work.

Clause 15 confirms that the Gallery never owns title to any of the artworks at any time. The Artist remains the owner until the purchaser has paid the price in full. At that time ownership of the artwork passes directly from the Artist to the purchaser. Therefore, if the Artist passes away, any unsold or partly paid Works belong to the Artist's estate, not to the Gallery.

#### **Should there be a written contract of sale with the purchaser?**

The Artist should require the Gallery to use a written contract of sale with the purchaser. A sample *Sale of Artwork Agreement* is available from Arts Law.

A written contract should include a clause providing that title to the physical Work remains with the Artist until the full sale price is paid (as provided for in the agreement), and a clause stating that copyright remains with the Artist (see clause 16). The Artist needs to either sign the contract personally, or authorise the Gallery to sign as the Artist's agent. In addition, the Artist should ensure that there is a "moral rights" clause in the agreement under which the purchaser agrees to attribute the Artist and, without limitation, not to mutilate, repaint or destroy the artwork. The purchaser could also agree to use best efforts to ensure that the same obligations are passed onto new buyers.

There are some other clauses that an Artist might consider inserting into a written contract of sale with the purchaser. One is a clause for designating who is responsible for the transport of a sold Work from the Gallery to the purchaser. This has already been discussed.

If an Artist wants to be able to access a sold Work, for instance, to exhibit it in a retrospective, the Artist should require the purchaser to agree to provide access to the Work on certain conditions (eg. written notice at least thirty (30) days before the Work is needed, maximum period during which the Work can be away from the purchaser, maximum number of times in a set period that the Artist can make such a request).



From 9 July 2010, a 5% resale royalty is payable to visual artists on certain commercial sales of their work in the secondary market (that is, not including the first transfer of ownership from the artist). This entitlement is created by the *Resale Royalty Right for Visual Artists Act 2009*. Arts Law recommends considering the inclusion of a contractual resale royalty clause requiring the purchaser to pay an equivalent percentage to the artist upon resale in the event that the artist's resale royalty scheme is no longer enforced under Australian Law. For more information see Arts Law's information sheet: [Resale royalty right for visual artists](#).

### **COPYRIGHT (CLAUSE 16)**

The *Copyright Act 1968* (Cth) provides that the creator of an artwork is usually the first copyright owner of that work. The agreement assumes that the Artist is the copyright owner. However, this should always be checked. For example, if the Work was created in the course of employment, the employer rather than the Artist is likely to be the copyright owner. The Artist may also incorporate aspects of another artist's original work into his/her own, or may have assigned copyright to someone else. For further information see the Australian Copyright Council's Information Sheet *Copyright & Artworks*.

Copyright is a property interest that is separate from ownership of the artwork itself. Clause 16.1 confirms that the Artist remains the copyright owner of the Work at all times, including after a transfer of physical ownership of the Work to the purchaser. This is important as copyright rights can provide an important income stream for artists.

If the Gallery needs to exercise some of the rights of the copyright owner, for instance the right to reproduce a Work for inclusion in a catalogue, this should be agreed between the parties. Clause 16.2 provides that the Gallery has a limited licence to reproduce the Artist's Work for the purpose of publicity, promotion and archive. This may involve a reproduction of any number of Works on anything from Gallery flyers to the Gallery's own website. The Artist must determine exactly what uses are allowed, and should amend the agreement accordingly. In the sample, the Gallery is given permission to reproduce and communicate the Works to the public, which includes putting them online. If the Artist wants to restrict any right, for instance to prevent the Gallery from dealing with Artist's work electronically, the parties must amend clause 16.2 to omit all references to communicating the Work to the public and leaving the Gallery the right to reproduce only.

The parties might negotiate an extra fee for a licence of the copyright, for instance if the Gallery wants to advertise the Gallery itself (as opposed to advertising the exhibition) using an image of a Work. Any agreement to that effect may be either incorporated into the agreement or be agreed in Arts Law's sample *Image Reproduction Licence for a Publication*.

Artists should be aware that if the Work is a sculpture and is permanently displayed in a public place, for example if it is displayed in a public park, photographing or making drawings of the Work does not infringe copyright.

The display of the copyright notice required under clause 16.4 is not a legal requirement but ensures that people are aware of the copyright owner of the Work.



## ARTIST INFORMATION AND INTEGRITY OF THE WORKS (CLAUSE 17)

Moral rights are personal rights of an artist, provided for under Part IX of the *Copyright Act 1968* (Cth). They cannot be bought or assigned (i.e. sold). They belong to an artist regardless of whether the artist is still the copyright owner. Moral rights apply to artistic, literary, dramatic and musical works and films. Since 26 July 2007 moral rights have also existed for performers in live performances (so far as the performance consists of sounds) and sound recordings of those lives performances.

In Australia, there is no need to “assert” your moral rights. However, this is required in some other countries, including the United Kingdom and New Zealand. You should include a clause dealing with this if your Work is likely to be sold or distributed in these countries.

In Australia there are 3 moral rights, namely the right of a creator:

1. to be named as the work’s author or creator (*the right of attribution*);
2. not to have his/her work (falsely) attributed to another (*the right against false attribution*); and
3. to protect his/her work from unauthorised alteration, distortion or other derogatory treatment that prejudices his/her honour and reputation (*the right of integrity*).

“*Derogatory treatment*” in relation to an artistic work is defined in the Copyright Act as:

- (a) *the doing, in relation to the work, of anything that results in a material distortion of, the destruction or mutilation of, or a material alteration to, the work that is prejudicial to the author’s honour or reputation; or*
- (b) *an exhibition in public of the work that is prejudicial to the author’s honour or reputation because of the manner or place in which the exhibition occurs; or*
- (c) *the doing of anything else in relation to the work that is prejudicial to the author’s honour or reputation.”*

Sometimes contracts ask creators to waive (i.e. give up) their moral rights. Arts Law recommends that artists refuse to agree to any term whereby they give up their moral rights. The Copyright Act does not specifically allow for the “waiver” of moral rights. However, it does contemplate that artists can give consent in writing to the future infringement of their moral rights. Arts Law considers that general consents or purported waivers of moral rights in relation to all copyright works could potentially breach the *Trade Practices Act 1974* (Cth) and similar State legislation. A moral rights consent that is unfair may also be open to attack under various State legislation regulating contracts and industrial relations.

In some circumstances it may be necessary or appropriate for an artist to consent to certain acts or omissions which would infringe his/her moral rights in the absence of consent. You should always carefully consider any consent and seek advice if you are uncertain of the terms of the consent.

Clause 17.1 implements the right of attribution by providing that the Gallery will permanently display a notice attributing the Artist. If the Artist wants specific wording for that attribution, to





mandate where the attribution must appear or to specify anything else in connection with the attribution, such as font size, the words “*as set out in the Schedule*” in clause 17.1 should be used, and the Schedule completed to clearly specify the form and content of the notice. If the Artist does not specify the form of attribution, the Copyright Act requires the use of a “reasonable” form of identification.

Clause 17.2 allows the Gallery to use the Artist’s name, approved photograph and biography for promotion of the Works exhibited at the Gallery or in advertising the Artist’s exhibition in the Gallery.

If the Artist wishes to have his/her biography displayed with his/her Works at the Gallery, this should be clearly stated. Clause 17.3 provides for this and allows the Artist to specify the exact wording of the biography.

Clause 17.4 ensures that the Gallery is aware of the Artist’s right of integrity and respects that right.

#### **TERMINATION (CLAUSE 18)**

Clause 18 sets out when the agreement may be terminated, and what will happen in the event of termination. The costs involved in returning Works should also be considered. Further, the agreement specifies that all payments due must be paid. As he/she owns any unsold/unpaid Work, the Artist is entitled to the return of the Works when the agreement ends for any reason.

#### **DISPUTES (CLAUSE 19)**

It is almost never worth going to court to resolve a dispute, but not every problem can be solved easily. Clause 19.1 provides that the parties must mutually agree to a mediator if disputes remain unresolved after fourteen (14) calendar days. If the parties are unable to agree on a mediator, the dispute may be referred to Arts Law’s free mediation service for subscribers. Compared to litigation and arbitration, mediation is an informal and less expensive dispute resolution process, in which an independent person helps the parties in conflict to formulate their own solution. Refer to the information on Arts Law’s Mediation Service or contact Arts Law for further details.

#### **GENERAL PROVISIONS (CLAUSE 20)**

Clause 20.1 defines the relationship between the Artist and the Gallery as one of agency *only* in respect of the Works. The Gallery is not the Artist’s general agent and has no right to commission for other Works. In respect of the Works, the Gallery’s duties as agent include the duty to act honestly and in the Artist’s best interests.

Clause 20.2 specifies how notices under the agreement can be given, and when they are considered to be served (i.e. given).

Clause 20.3 is included to ensure that the parties entering the agreement will solely be responsible for their obligations. If any responsibilities are to be delegated or subcontracted, the subcontractors and their obligations should be first agreed to.

A legally enforceable agreement can comprise both written and verbal (oral) terms. Oral terms can be expressly stated or implied from the circumstances. In the interests of



certainty, clause 20.4 seeks to ensure that the written agreement contains all relevant terms. Anything that might have been canvassed during negotiations which is not actually set out in the agreement will generally be excluded by this clause. However, there are exceptions, for example, where terms cannot be excluded by statute or where one party has made deliberate or negligent misrepresentations on which the other party relied in entering the agreement.

Clause 20.5 addresses possible future changes to the law in favour of Indigenous rights. It provides that the parties to the agreement will comply with the law as enacted.

Clause 20.6 requires any changes to the agreement to be in writing signed by both parties. This avoids confusion over the terms of the agreement and prevents a party arguing that an agreement was varied orally.

Clause 20.7 specifies that the validity of the agreement as a whole and of its individual clauses is not affected by the invalidity of any clause, unless that invalidity has an impact on any other clause.

Amend clause 20.8 to state the appropriate governing law for the agreement and the place where possible litigation should be conducted if the parties fail to resolve any conflict under clause 19. This is particularly important if the agreement is between people in different States or different countries where laws may vary.

## **SIGNING THE AGREEMENT**

If you are an individual, sign your name and write in the date of signing where indicated at the bottom of the agreement. This is sometimes called “executing” the agreement.

If a company or association rather than an individual is a party to the agreement, the organisation’s rules and relevant laws determine who is authorised (for example a director, a secretary), and how many authorised signatories (for example two directors, or a director and a secretary) are required, to sign the agreement. It may also be necessary to stamp or “affix” the document with the company’s or association’s seal if this is required under its constitution or articles of association. In that situation, replace the existing wording “Signed for and on behalf of ...” as follows:

***“The Common Seal of the [party] was fixed to this agreement ...”***

If someone else is signing on behalf of either party as that party’s agent, you should insert the following sentence into the signature section:

***“I am the authorised agent for ...”***

If any of the parties is under the age of 18, that party’s parent or legal guardian needs to sign the agreement “on behalf” of the child. This does not mean that the parent or legal guardian becomes a party to the agreement in the parent’s or legal guardian’s own right.

If there is a change to the agreement at the last minute before signing, you can either type up a new agreement, or make the change in handwriting and have each party initial next to the change before signing at the bottom of the agreement. You may also wish to initial each page in order to make sure no new pages can be inserted after you have signed, but this is not strictly necessary.



### **KEEP RECORDS OF YOUR AGREEMENT**

Signing the agreement is evidence that you agreed to its written terms. You will usually be bound to perform the agreement as it is written. For this reason it is a good idea to get the same number of identical originals of the agreement as there are parties to it and have all originals signed by all parties. Each party then keeps a fully signed copy. At the very least, however, make sure you have a copy of the original agreement so that you can remember what you have signed.

### **STAMP DUTY**

Stamp duty is a tax which is enforced and collected by State and Territory governments on certain “instruments” (i.e. documents) and transactions relating to property such as partnership interests or shares, or in some cases, intellectual property such as copyright. You should check with the Office of State Revenue in your State or Territory as to what stamp duty, if any, may be payable on your document or transaction.