

ARTIST'S AGREEMENT

THIS ARTIST'S AGREEMENT (the 'Agreement') is dated this 11th day of May 2022.

CLIENT

The PCC
All Saints Church, Child's Hill, London
(the 'Client')

ARTIST

Sophie Hacker
5a The Close, Winchester
(the 'Contractor')

BACKGROUND

- A. The Client is of the opinion that the Artist has the necessary qualifications, experience, and abilities to provide services to the Client.
 - B. The Artist is agreeable to providing such services to the Client on the terms and conditions set out in this Agreement.
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IN CONSIDERATION OF the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Client and the Artist (individually the 'Party' and collectively the 'Parties' to this Agreement) agree as follows:

SERVICES PROVIDED

1. The Client hereby agrees to engage the Artist to provide the Client with the following services (the 'Services'):
 - Design and fabricate glass artworks "All the Saints".
 - Devise and run one or more community workshops.
 - Project manage all aspects of the project which apply to the above services.
2. The services will also include any other tasks which the Parties may agree on. The Artist hereby agrees to provide such Services to the Client.

TERMS OF AGREEMENT

3. The term of this Agreement (the 'Term') will begin on the date of this Agreement and will remain in full force and effect until the completion of the Services.

PERFORMANCE

4. The Parties agree to do everything necessary to ensure that the terms of this Agreement take effect.

PAYMENT

5. The Artist will charge the Client for the Services as follows (the 'Payment'):
 - The full cost of supplying all Services once final costs are established with the subcontractors.
 - Additional workshops will be chargeable as per proposal.
6. Invoices submitted by the Artist to the Client are due within 14 days of receipt.

REIMBURSEMENT OF EXPENSES

7. The Artist shall be reimbursed from time to time for reasonable and necessary expenses incurred by the Artist in connection with providing the Services. The Artist shall only be reimbursed for expenses submitted according to the following guidelines:
 - Travel expenses only, as required, at 30p per mile or second-class public transportation up to £500.

CONFIDENTIALITY

8. The Artist agrees that they will not disclose, divulge, reveal, report or use, for any purpose, any confidential elements which the Artist has obtained, except as authorized by the Client or as required by law. The obligations of confidentiality will apply during the Term and will survive indefinitely upon termination of the Agreement.

OWNERSHIP OF INTELLECTUAL PROPERTY

9. All intellectual property and confidential material that is developed under this Agreement, will be the sole property of the Client. The use of the Intellectual Property will not be restricted in any manner.
10. The Artist retains the right to use any imagery and non-confidential material in ways she sees fit.

RETURN OF PROPERTY

11. Upon the completion of this Agreement, the Artist will return to the Client any property, documentation, records, or confidential information which is the property of the Client.

CAPACITY/INDEPENDENT CONTRACTOR

12. In providing the Services under this Agreement it is expressly agreed that the Artist is acting as an independent contractor and not as an employee. The Artist and the Client acknowledge that this Agreement does not create a partnership or joint venture between them and is exclusively a contract for service.

RIGHT OF SUBSTITUTION

13. Except as otherwise provided in this Agreement, the Artist may, at the Artist's absolute discretion, engage a third-party sub-contractor to perform some or all of the

obligations of the Artist under this Agreement and the Client will not hire or engage any third parties to assist with the provision of the Services.

14. In the event that the Artist hires a sub-contractor:

- The Artist will pay the sub-contractor for its services and the Payment will remain payable by the Client to the Artist.
- For the purposes of the indemnification clause of this Agreement, the sub-contractor is an agent of the Artist.

AUTONOMY

15. Except as otherwise provided in this Agreement, the Artist will have full control over working time, methods and decision making in relation to the provision of Services in accordance with the Agreement. The Artist shall work autonomously and not at the direction of the Client. However, the Artist will be responsive to the reasonable needs and concerns of the Client.

EQUIPMENT

16. Except as otherwise provided in this Agreement, the Artist will provide at the Artist's own expense, any and all tools, machinery, raw materials, supplies, workwear and any other items or parts necessary to deliver the Services in accordance with the Agreement.

NO EXCLUSIVITY

17. The Parties acknowledge that this Agreement is non-exclusive and that either Party will be free, during and after the Term, to engage or contract with third Parties for the provision of services similar to the Services.

NOTICE

18. All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the parties at the following addresses.

- The PCC
All Saints Church, Child's Hill, London
- Sophie Hacker
5a The Close, Winchester, SO23 9LS

Or to such other address as either Party may from time to time notify the other Party.

INDEMNIFICATION

19. The Client undertakes and indemnifies the artist with all the costs incurred by this Agreement.

MODIFICATION OF AGREEMENT

20. Any amendment or modification of this Agreement or additional obligation by either Party in connection with this Agreement will only be binding upon writing signed by both parties or an authorized representative of each Party.

ENUREMENT

21. This Agreement will enure to the benefit of and be binding upon the Parties and their respective heirs, executors, administrators and permitted successors and assigns.

SEVERABILITY

22. In the event that any of the services of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless be valid and binding with the invalid or unenforceable parts severed from the remainder of this Agreement.

WAIVER

23. The waiver by either Party of a breach, delay, or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.

IN WITNESS WHEREOF the Parties have duly affixed their signatures under hand and seal on this 11th day of May, 2022.

The PCC

Per _____ (Seal)

Officer's Name _____

Sophie Hacker