**THE CROWN ESTATE**

**Appointment of Artist**

relating to

**Duke’s Court, St James’s**

**CONTRACT**

for the

**DESIGN** **AND SUPERVISION OF THE FABRICATION** **AND INSTALLATION OF****WORK OF ART**

at

**Duke’s Court St James’s, Duke Street St James’s, London SW1Y**

for

**The Crown Estate Commissioners**

This Contract is made on the day of 2017

Between

**(1)** **Jacqueline Poncelet (the** **"Artist****”)**

Address : 117b Bellenden Road

London SE15 4QY

Email : j.poncelet@btinternet.com

Contact Number : 07762 645340

and

**(2) THE CROWN ESTATE COMMISSIONERS** (on behalf of Her Majesty acting in exercise of the powers conferred by the Crown Estate Act 1964) **(the “Client”)**

Whereby, in accordance with the attached conditions of contract,

1. The Artist will design the Work, and oversee itsfabrication and installation as more fully described in Schedule 1 **(the** **"Services")**

2. The Client will make payment for the Services.

**Conditions of Contract**

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SCHEDULE 1

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**1. DEFINITIONS**

1.1 In these conditions the following words shall have the meaning herein assigned to them:

The words **‘Architect’** shall mean: Rolfe Judd

The words **‘The Art Consultants’** shall mean: **Modus Operandi Art Consultants**

The word “**Beneficiary**” means:

1. Investor
2. Funders: any person providing finance in connection with the Work or the Site;
3. Purchaser: any first purchasers of all or any part of the Work or the Site;
4. Tenants: any first tenants of all or any part of the Site;
5. the estate management company appointed in connection with the Site from time to time;

The words **'the Brief'** and **‘**the **Schedules’** shall mean the written text annexed hereto describing the Work, which shall form an integral part of this Contract.

The words **‘****Contractor’** shall mean: **Skanska**

The **'Fee'** shall mean the fees set out in accordance with Schedule 4

The **‘Material’** shall mean all prints, sketches, drawings, paintings, models and other documents showing and describing the Work

The word the **'Programme'** shall mean the project programme as updated and notified to the Artist from time to time

The words **'the Project'** shall mean the creation, production and installation of the Work, details and locations of which are set out in the Brief and appended Schedules

**‘Schedule 1’** shall mean the services carried out by the Artist

‘**Schedule 2’** shall mean work to be procured by the Client’s Contractor and carried out by the Sub-contractor following or in parallel with the Artist’s work listed in Schedule 1, to thespecification approved by the Architects and the Artist

‘**Schedule 3’** shall mean work to be procured or undertaken by the Client’s Contactor

**‘Schedule 4’** specifies the Fee associated with the Services carried out under Schedule 1

**‘Schedule 5’** is the Brief and Artist’s Proposal

The words **'the Services'** means the services to be undertaken by the Artist set out in Schedule 1

The words **‘the Site’** shall mean the designated site, Duke’s Court St James’s, on Duke Street, St James’s, London SW1Y.

The word **‘Sub-Contractor’** shall mean: the specialist trade contractor/s appointed by the principal Contractor

The words **'the Work'** shall mean the work of art to be designed and created under this Contract for installation at the Site, the details of which are set out in the Artist’s Proposal annexed hereto at Schedule 5.

1.2 The singular shall include the plural and vice versa.

1.3 The masculine shall include the feminine and vice versa.

**2. COMMISSION**

2.1 The Client hereby commissions the Artist to undertake the Work and provide the Services for the Fee.

2.2 The Artist acknowledges that the Client is entering into this Contract as manager and freeholder/long leaseholder of the Site and with obligations as landlord and manager for Duke’s Court St James’s

**3. CARE AND DILIGENCE**

In performing the Services, theArtist shall:

(a)exercise all thereasonable skill, care and diligence to be expected of an artist experienced in providing services of a similar nature to the Services on projects of a similar nature and value as the Site in creating the Work;

(b) ensure that the Services comply with the Brief, the Artist’s Proposal and the Schedules to this Contract; and

(c) ensure that the Services are provided in accordance with the Programme (except where otherwise agreed in writing by the Client).

**4. ORIGINALITY AND ASSIGNMENT**

* 1. The Artist warrants and represents to the Client that the Work will be the original work of the artist and will not infringe the intellectual property rights of any third party.
  2. The Artist warrants that the Work has not been previously created or exploited in any form.
  3. The Artist will indemnify and hold the Client harmless against any claims, losses, actions, proceedings, damage or other liabilities whatsoever (including damages or compensation paid by the Client to compromise or settle a claim), and all legal costs or other expenses on a full indemnity basis suffered by them as a result of any actual or potential claim by a third party that its intellectual property rights are infringed in the design, fabrication, display or other use of the Work or in provision of the Services.
  4. This Contract is personal to the Artist who may not assign or sub contract any part of her obligations without the prior written approval of the Client.

**5. DESIGNS**

The Artist will develop the designs for the Work in accordance with the concept for the Work set out in the Brief and the Artist’s Proposal attached to this Contract. The Artist will not proceed to a subsequent stage of design development without the Client's written approval which it shall seek in sufficient time to enable it to progress the design of the Work in accordance with the Programme.The Artist will liaise closely with the Client, Art Consultant, Architect and project team during the development of designs with a view to providing an integrated design suitable for fabrication and installation. The Artist will liaiseclosely with the Client through the Art Consultant and shall take into account any representations by the Client and shall give full written explanation of the development of the design. Final designs will be presented on the date specified in the Programme orat a date to be agreed in writing by the Client. The Artist will issue the final design in a format suitable for fabrication and installation to a specification as advised by the appointed Sub-Contractor.

**6. OWNERSHIP**

It is agreed that upon completion of the Work and payment in full to the Artist of the agreed Fee as specified in condition 9 (or payment as specified in condition 10 in the event of termination) property in the Work shall pass to the Client.

**7. INTELLECTUAL PROPERTY RIGHTS AND REPRODUCTION RIGHTS**

7.1 Intellectual property rights in the Work and in all sketches, drawings, paintings, models and other documents showing or describing the Work and the designs contained in them subsisting now or at any time after the date of this Contract (and any preliminary designs or materials including those submitted under condition 5) shall remain vested in the Artist.

7.2 Subject to condition 7.1, the Artist hereby grants to the Client an irrevocable, non-terminable, non-exclusive and royalty-free licence to use, reproduce and circulate any material in any format and for any purpose in connection with the Work and the Site including, but without limitation, the design, fabrication, installation and completion of the Work. Subject to this licence, the client may not otherwise use the material in another capacity for purposes other than those for which it was created without prior consent of the Artist. Such licence shall include the right to grant sublicences on similar terms and shall be freely transferable.

7.3 The Client shall be entitled, without consulting the Artist and without further payment, to make or authorise to be made any photograph of the Work for any purpose including but not limited to use in magazines, books, models, displays and to include or authorise the inclusion of the Work or any such photograph of the Work in any record, publication, film, video or television broadcast, subject to condition 15. The Artist shall be entitled with the prior written consent of the Client (not to be unreasonably withheld or delayed) to similar usage of any reproduction of the Work.

7.4 The Artist shall promptly comply with all applicable legal and regulatory requirements (including without limitation data protection, human rights, environmental or planning requirements, public health or safety or intellectual property rights legislation) and ensure that no part of the Work is obscene, defamatory, offensive, inaccurate, unlawful or likely to breach any law, statue or regulation or any third party intellectual property rights or other third party rights; and obtain all permits, licences and consents (including all third party licences, permits and consents) in relation to intellectual property rights or as otherwise necessary for carrying out the Services and his other obligations pursuant to this agreement.

7.5 Unless expressly authorised in writing by the Client, the Artist shall have no power or authority to make any arrangement on behalf of or otherwise bind the Client to any third party.

7.6 The Artist undertakes that they will not make or authorise the making of any copy of the Work.

7.7 The Client shall be entitled, without consulting the Artist and without further payment, to make or authorise to be made any photograph, film or video of the Work on completion (or any preliminary designs, models, paintings or working drawings submitted by the artist under condition 5) in any record, publication, promotional material, film, video, online, television, radio or other broadcast, subject to identifying the Artist as the author of the Work where practicable. Similarly the Artist shall be entitled, through copyright, to reproduce the Work in similar ways.

**8. INSURANCE**

8.1 The appointed Sub-Contractor shall bear the risk of loss or damage to the Work (whether in completed or uncompleted state), building structures and fittings in the course of fabrication, transport, or storage, wherever situated, until the Work is complete and installed satisfactorily on site.

8.2 Insurance of the Work and public liability insurance during installation of the Work at the Site shall be the responsibility of the Sub-Contractor who will have the appropriate insurance in place and shall provide evidence of such documentation to the Client as and when required.

8.3 The obligation to insure the Work shall pass to the Client once the Client has confirmed in writing to the Artist that the Work is installed at the Site to its satisfaction.

**9. FEES, COSTS AND TIME**

9.1 In consideration of the creation and sale of the Work by the Artist, the Client agrees to pay the Artist a total fee of £80,000 exclusive of expenses. The Fee shall be or shall be deemed to be exclusive of all disbursements, charges or other expenses whatsoever incurred or to be incurred by the Artist in connection with the provision of the Services which shall come out of the total sum for the project up to the agreed level.

9.2 This sum will be paid as indicated below:

Design Development Fee: £5,200

(Payment made in advance of signing of the Contract)

Thereafter paid according to the Stages detailed in full in Schedule 4 and with reference to

Scope of the Work/Timescales document attached to Schedule 5:

Commission Fee; First stage payment £8,000

(Upon Signature of Contract by both parties)

**3rd March 2017**

Commission Fee; Second stage payment £ 5,400

Completion of design stage 2 for stone

(on 24th March 2017) and Presentation of aesthetic development of Splay corner treatment of reveals of fenestration to Client on **7th April 2017**

Commission Fee; Third stage payment £ 5,400

Completion stage 3 drawing for use for cnc cut for stone

**19 May 2017**

Commission Fee; Fourth stage payment £18,000

Completion design stage 2 for gates and design stage 2 for aluminium

Presentation of aesthetic development of Gates and Box office to Client on

**28th June 2017**

Commission Fee; Fifth stage payment £ 12,000

Completion Stage 3 drawing for gates

**1st August 2017**

Commission Fee; Sixth stage payment £6,000

Completion of Stage 3 drawing for aluminium

Finalised, complete set of drawings issued to subcontractor

**1st September 2017**

Commission Fee; Seventh stage payment £3,000

Date tbc on completion install of stone

Commission Fee; Eight stage payment £3,000

Date tbc on completion gilding of stone

Commission Fee; Ninth stage payment £6,000

Date tbc on completion install of aluminium

Commission Fee; Final stage payment £8,000

(On satisfactory completion of installation and sign-off)

June 2018 tbc

9.3 If the Client imposes additional requirements or conditions on the Artist caused as a direct result of amendments to the agreed designs and/or additional requirements or conditions requested by the Client, or if the installation of the Work is delayed for reasons outside the control of the Artist and if as a result additional costs are incurred by the Artist, then such reasonable additional costs will be reimbursed to the Artist by the Client providing satisfactory documentary evidence is made available to the Client within two months of the costs being incurred. The Artist must advise the Client at the time of the delay if additional costs will be due.

9.4 The amounts indicated in clause 9.1 above do not include Value Added Tax, which will be added as appropriate in accordance with current legislation subject to the provision of a valid Value Added Tax receipt if any Value Added Tax is paid.

9.5 The Artist shall deal with the Client at arm’s length and shall not be regarded as or hold herself out as the Client’s employee or agent. The Artist agrees that she shall be responsible for all her own national insurance, personal tax and Value Added Tax which may be due in consequence of this Contract.

9.6 The Artist shall submit to the Client a valid invoice for each of the agreed instalments detailed in clause 9.2 and the Client shall remit payment due. The Client reserves the right to withhold payment where the Services have not been carried out in accordance with the Schedules or the terms of this Contract and shall notify the Artists and Art Consultant in writing accordingly.

9.7 The Work is to be completed by the Artist by the date specified in the Brief. The completion date shall however be extended for such period of time as the Artist may be prevented by reason of illness, accidental damage by fire, flood or other hazard or other cause outside the control of the Artist (including for this purpose any acts of omissions or requirements of the Client or its Contractor) from completing the Work.

9.8 The Artist shall report regularly to the Art Consultant as the Client’s representative on the progress of the Work, and shall inform the Art Consultant immediately if there is a delay envisaged.

**10. TERMINATION OF AGREEMENT**

The Client may terminate this Contract at any time by written notice to the Artist, who will thereupon be entitled to receive or to retain payment for all Work completed pursuant to this Contract up to the date of such notice, together with such further sums as may be considered reasonable in the circumstances and be agreed between the parties.

The Artist may terminate this Contract at any time by written notice to the Client, if the Client is

more than three months late in making any payment due to the Artist without proper cause or

the Client is declared insolvent.

**11. TRANSPORT**

The Sub-Contractor will be responsible for arranging all necessary transport of the Work, both during the making of the Work and for its delivery to the Site, and installation of the Work on Site.

**12. DELAYS**

The Artist shall proceed with the Services regularly and diligently so as to meet any dates set out in the Programme for completion of each stage of the design of the work. Artist will report to the Client on the progress of the Services, and will inform the Client and Art Consultant immediately if there is any delay or anticipated delay envisaged. The Artist will have regard to the terms of the contracts with the Contractor and between the Contractor and the Sub-Contractor and will not cause the Client to incur any avoidable additional cost in relation thereto.

**13. SITE PREPARATION AND INSTALLATION**

Save where otherwise provided in the Brief:

13.1 The Client will be responsible at its own cost and in consultation with the Artist, Architect, Contractor and Sub-Contractor for the preparation of the approved Site for the Work. Schedules of works, to be provided by the Sub-Contractor (Schedule 2) and by the Contractor (Schedule 3), are attached to this Contract clarifying all agreed requirements.

13.2 The Artist will cooperate at all times with the Client, the Architect, the Contractor and the Sub-Contractor, as the Client may reasonably require at all stages of the project as described in Schedules 2 and 3.

13.3 The Artist will make his expertise available to the Client during the fabrication and installation of the Work on site and shall provide advice to the Client and Contractor and the Architect in the administration of the Sub-Contractor of the Work described in Schedule 2.

13.4 The Client shall give not less than 4 weeks’ notice to the Artist of the anticipated date to commence installation of the Work on the Site, and the parties shall then agree the installation programme and completion date for installation of the Work.

13.5 The Client will procure for the Artist and her authorised agents access at all reasonable times to the place of installation and the approved site for the Work at the Site.

13.6 The Client and the Artist will cooperate and liaise with one another in all matters concerning the Works as defined in Schedules 1, 2 and 3.

**14. MAINTENANCE AND DAMAGE/ALTERATION TO THE WORK**

14.1 Before installation of the Work, the Sub-Contractor will provide written details of cleaning and maintenance requirements for the Work for the artist’s approval, the content of which will form the maintenance schedule to be agreed in advance with the Client.

14.2 Upon installation of the Work the Work shall form part of the Client’s art collection and as such the Client will be responsible for ensuring the future and regular inspection, insurance, maintenance and cleaning of the Work, in accordance with the maintenance schedule provided by the Sub- Contractor as in 14.1.

14.3 Subject to condition 14.4 if the Work is damaged and after consultation with the Artist, the Client decides that restoration/repair is feasible at an acceptable cost, it will give the Artist the option to supervise the restoration or repair on terms and to a schedule to be agreed, at the expense of the Client.

14.4 Where the Work requires restoration or repair by reason of defects in workmanship or materials, within 5 years of completion, and which are not caused by fair wear and tear or wilful damage or misuse the Artist will be informed and the Sub-Contractor shall be responsible for carrying out the necessary restoration or repairs. This obligation shall be without prejudice to any other period of guarantee provided by any person who supplied work or materials to the Artist.

**15. MORAL RIGHTS, ATTRIBUTION & ACKNOWLEDGEMENT**

15.1 As soon as possible following installation of the Work, the Client undertakes to place near the Work a suitable plaque, with wording to be agreed with the Artist, describing the Work and its subject, and naming the Artist and the Art Consultant. The Client agrees to maintain on permanent file a record of this Contract.

15.2 The Client will at all times where practicable acknowledge and identify the Artist as the creator of the Work including all occasions on which the Work or any drawings, designs, paintings or models are exhibited in public or a visual image of the Work is broadcast or copies of a graphic work representing the Work or a photograph of it are issued to the public.

15.3 The Client undertakes not intentionally to alter, modify or destroy the Work, or consent to others doing the same or make any alteration to the site which would affect the intended character and appearance of the Work without first consulting in writing with the Artist.

15.4 If any alteration or modification of the Work takes place after completion and whether intentional or accidental and whether done by the Client or others, the Work shall no longer be represented as the work of the Artist unless the Artist consents in writing.

15.5 The Artist will undertake to ensure the Client and the Art Consultant are credited whenever the project features either as an illustration or within written text in any future publication. In the case of media interviews, public lectures or prize nominations (or other such instances) in which the project is featured, the Artist will, similarly, undertake to credit the Client and the Art Consultant.

15.6 The provisions of Condition 15 shall be in addition and without prejudice to any of the Artist’s rights or remedies under Sections 77 to 84 (inclusive) of the Copyright Designs and Patents Act 1988.

**16.** **INDEMNITY (NON-INTELLECTUAL PROPERTY)**

The Artist will indemnify the Client and keep the Client indemnified against each and every liability which the Client may incur to any person whatsoever against all damage, expense, loss, cost, claim or proceedings suffered or incurred by the Client to the building at the Site, to the extent that the same arisies out of or in connection with any negligence by the Artist in connection with the Work and the Services.

**17. LONGEVITY AND VISIBILITY**

17.1 The Client confirms that the Work is intended to be visible within the specified site for the foreseeable future, a minimum of 30 years, during which time the public will be able to see it, so far as the Client is able to procure.

17.2 The Client undertakes not to place permanently anything on or adjacent to, or in the vicinity of the work that will affect its visibilty, other than items used in the normal operation of the office building.

**18. ADDRESSES**

The Artist undertakes to notify the Client in writing of any change in his address, including the address of his studio, within twenty-one days of that change occurring for a period of five years.

**19. VARIATIONS**

19.1 No variations or additions to these conditions may be made without the written consent of the Artist and the Client.

19.2 A waiver by the Artist or the Client of any of the terms and conditions of this Contract shall not constitute a general waiver of such terms and conditions, nor shall such a waiver affect any other terms whatever.

**20. AGENTS OF THE CLIENT**

The Artist shall have no liability or responsibility for the acts or omissions of contractors

or employees or agents of the Client.

**21. DURATION**

This Contract is binding upon the parties, their assigns and all other successors in title. No action or proceedings for any breach of this Contract shall be commenced against the Artist after the expiry of 12 years from the date the installation of the Work is completed.

**22. PROPER LAW**

This Contract shall be governed by and construed in accordance with English law and the parties submit to the non-exclusive jurisdiction of the English courts.

**23. DISPUTES**

Any dispute under or arising from this Contract may be referred at the instance of either party to an independent arbiter (Modus Operandi unless agreed otherwise) who shall use all reasonable endeavours to effect a solution acceptable to all parties and may make recommendations according to what s/he considers fair and reasonable in the circumstances of the case. Such referral shall be without prejudice to the right of any party to take legal proceedings at any stage.

**24. AUTHORITY**

The Artist warrants that he has the authority to enter into this Contract and to give the undertakings and representations herein contained.

**25. CONFLICT IN TERMS**

In the event of any conflict between elements of the Brief to be attached and these conditions, the latter shall prevail.

**SCHEDULE 1**

**SERVICES TO BE CARRIED OUT DIRECTLY BY THE ARTIST**

*The Artist shall be responsible for the design, finish and aesthetic effect of the Work to be created as follows:*

1. Liaison with Client, Architect, Art Consultant, Contractor, Sub-Contractor, and others as necessary throughout.

2. Attendance at briefings, site visits, design meetings and presentations to Client as required.

3. Detailed design development of the Work of Art for the agreed site(s), in liaison with the Art Consultant, Architect, Sub-Contractor, and others as necessary.

*To Include:*

3.1 Production of developed designs for review and approval by Client at agreed date.

3.2 Submission of final designs for Client approval, to include digital files in appropriate format as agreed, and approval of samples of proposed design, materials, fabrication process and technical specification.

3.3 Production and issue of full design information suitable for requisite planning approvals, in consultation with the architects.

3.4 Attendance and presentation at design workshops as necessary, and liaison with Client, Art Consultant and Architect for final design submission.

4. Overseeing and monitoring production of samples, fabrication and full production of the Work by the appointed Sub-Contractor.

*To include:*

4.1 Liaison with Sub-Contractor to establish approved method of production, including production and supply of digital design files for approvals.

4.2 Preparation and issue of all digital files of final approved design, and any other material as required for production.

4.3 Monitoring fabrication process (as per artwork requirements only) in line with the design and construction programme for the building and associated works, including visits to the studio or factory as required for approvals.

4.4 Approval of a cleaning and maintenance plan in consultation with the Sub-Contractor.

The standard of the finished Work, proposed manufacture and installation methods for the Work will be subject to full agreement by the Client, including approvals that work to be undertaken by the Sub-Contractor is in compliance with all technical, safety and other requirements of the Client.

5. Monitoring the installation of the Work (as per artwork requirements only) including site visits as required for snagging and approvals, and undertaking sign-off of final installation in line with the construction programme including

5.1 Attendance on site during fixing – programme to be developed with contractor.

5.2 Approval of elements on site after assembly.

6. Provision of artist’s statement for publicity purposes as requested, in liaison Modus Operandi, for the Client’s PR and launch campaigns for Duke’s Court St James’s.

**SCHEDULE 2**

**WORK TO BE PROCURED BY THE CLIENT’S CONTRACTOR AND CARRIED OUT DIRECTLY BY THE SUB-CONTRACTOR FOLLOWING OR IN PARALLEL WITH THE ARTIST’S WORK LISTED IN SCHEDULE 1 TO THE SPECIFICATION APPROVED BY THE ARCHITECT AND THE ARTIST**

This Schedule of work includes labour and provision of all materials necessary to carry out the fabrication and installation of the Work, to include the following:

1. Liaison with the Artist, Contractor, Architect and others as required throughout the duration of the Contract.

2. Provision of samples as required and agreed, to the specification provided by the Artist or Architect, and subject to the Client’s approval. This to include a mock up by the

Sub-Contracor of an agreed section of the Artist’s drawing.

3. Attendance at meetings with the Artist and other parties including the Contractor, Architect and Client, as requested.

4. Prior to commencement of fabrication/production, the standard of the finished Work, and proposed method of manufacture for the Work will be subject to full agreement by the Client and the Artist, including approvals that work to be undertaken is in compliance with all technical, safety and other requirements of the Client.

5. Fabrication, production and assembly advice; materials and artwork production process to agreed specification.

6. Project management: all arrangements for Site set up and preliminaries including provision of method statements and risk assessment; equipment for installation; delivery and responsibility for the installation and assembly of the Work on site (Additional scope as determined with Artist and Client).

Ensuring sufficient time allowed within building contract/programme for all aspects of the Work to be delivered.

7. Any other works agreed between the Artist and Client in respect of the installation of the Work, to be determined.

The Artist shall be responsible for the design to be created and for monitoring fabrication.

The Sub-Contractor will nevertheless be liable for the work described in this Schedule 2, subject to Clause 13.3 of the Contract.

**SCHEDULE 3**

**WORK TO BE CARRIED OUT BY THE CLIENT’S CONTRACTOR AND TRADE CONTRACTORS**

To include the following:

1. Preparation of the site to enable installation of the Artist’s Work to the Architect’s specifications and as agreed with the Client. The standard required of the approved sites for the Work to be agreed by all parties and to be undertaken within an agreed timetable in line with the Construction programme.

2. Requirements for preparation of Site as determined by the Sub-Contractor including access, equipment and storage as required.

3. Any other works as agreed between the Artist and the Client in respect of the installation of the Artist’s Work to be determined.

**SCHEDULE 4**

According to the three separate programmes below

(and as detailed in the Scope of the Work/Timescales document in Schedule 5, 5)

The Concept Stage 1

The Design Stage 2 in accordance with Architects Programme 5706: revA 1/02/17

Construction drawing Stage 3 in accordance with Architects Programme 5706: revA 1/02/17

Construction Stage 4 tbc determined by construction contract period.

**Fees:** **Artist’s Fee** **and In Studio Costs** **£80,000 GBP**

This sum will be paid as indicated below:

Commission Fee; First stage payment £8,000

(Upon Signature of Contract by both parties)

**3rd March 2017**

Commission Fee; Second stage payment £ 5,400

Completion of design stage 2 for stone

(on 24th March 2017) and Presentation of aesthetic development of Splay corner treatment of reveals of fenestration to Client on **7th April 2017**

Commission Fee; Third stage payment £ 5,400

Completion stage 3 drawing for use for cnc cut for stone

**19 May 2017**

Commission Fee; Fourth stage payment £18,000

Completion design stage 2 for gates and design stage 2 for aluminium

Presentation of aesthetic development of Gates and Box office to Client on

**28th June 2017**

Commission Fee; Fifth stage payment £ 12,000

Completion Stage 3 drawing for gates

**1st August 2017**

Commission Fee; Sixth stage payment £6,000

Completion of Stage 3 drawing for aluminium

Finalised, complete set of drawings issued to subcontractor

**1st September 2017**

Commission Fee; Seventh stage payment £3,000

Date tbc on completion install of stone

Commission Fee; Eight stage payment £3,000

Date tbc on completion gilding of stone

Commission Fee; Ninth stage payment £6,000

Date tbc on completion install of aluminium

Commission Fee; Final stage payment £8,000

(On satisfactory completion of installation and sign-off)

June 2018 tbc

The Fee shall be or shall be deemed to be exclusive of all disbursements, charges or other expenses whatsoever incurred or to be incurred by the Artist in connection with the provision of the Services which shall come out of the total sum for the project up to the agreed level.

All sums are exclusive of VAT.

**SCHEDULE 5**

**BRIEF TO ARTIST AND ARTISTS PROPOSAL**

**APPOINTMENT OF ARTIST BY THE CROWN ESTATE FOR A COMMISSIONED PERMANENT WORK OF ART AT Duke’s Court St James’s, Duke Street, London SW1Y**

Artist Jacqueline Poncelet

Client The Crown Estate

Art Consultant Modus Operandi

Contractor Skanska

Sub-Contractor/s tbc

Location Duke Street, St James’

Project Site Duke’s Court St James’s

The site for the Artwork comprises three areas of Duke’s Court St James’s:

Dimensions tbc 1) Gates and panel above spandrel over entrance: Duke Street, St James’s

2) Splay Corner stone reveals – Artist’s drawing cnc cut stone with inlaid gold leaf into and around cuts at reveals of three windows at 1st, 2nd and 4th floor levels: include street name

3) Artist’s design for Aluminium panel to box at 5th story level: include street name

**Requirements and Specification of the Client in relation to the Work:**

**1. THE WORK OF ART**

**Objective of the Commission**

The Crown Estate wish to commission an artist to create a permanent integrated artwork as part of an important redevelopment in London’s West End, in Duke Street St James’s, just off Piccadilly. The scheme provides the opportunity for commissioning an artwork to augment key parts of the facades of the redevelopment, with the aim of adding cultural value and visual interest to the scheme and the area as a whole.

“The new office development will alter the streetscape at the intersection of Duke Street and Jermyn Street. Each of the proposed artworks will have a different impact. The corner site will be visible from Piccadilly and should play a part in attracting new visitors into the area, while the office gates will have the greatest impact on those who work in the building or happen to walk down the street. Lastly the upper corner, a small jewel, will be most visible from the hotel windows whilst offering a glimmer of colour for those looking up from the street. The upper corner and main street corner need to maintain their impact when seen from a distance and the gate should bear even the closest examination.”

**1.2 Description of the Work of Art**

The Work of Art comprises three areas:

1) Gates and panel above spandrel over entrance: Duke Street, St James’s

2) Splay Corner stone reveals – Artist’s drawing cnc cut stone with inlaid gold leaf into and

around cuts at reveals of three windows at 1st, 2nd and 4th floor levels: include street name

3) Artist’s design for Aluminium panel to box at 5th story level: include street name

“Working on this proposal I thought a good deal about the destruction of one thing to be replaced by another, the unseen history of people long gone. I thought about each new generation bringing its own order as the city is stitched together from component parts, the old and the new. I thought about the making that takes place in the tailors’ shops to create the suits, shirts and ties so much in evidence along Jermyn Street. I looked for something that might represent all the small events that have shaped the people and the neighbourhood. I thought about the unseen beauty of threads falling to the ground as the tailors work away and how that random mark could be used as symbol for all the small history that goes unacknowledged as this area changes, people and things that have gone but left their trace.

I began by taking photographs of groups of dropped threads. The lines have a spontaneity that can’t be achieved through drawing. I worked forming patterns with several of these photographs, eventually choosing one that could be adapted for all three areas.

Each proposal uses a different material: The main corner, cut stone, the upper corner, anodised aluminium and the gate, bronze. I have noticed all the gold lettering along Jermyn Street and thought I’d like to refer to it. The stone, used to clad the corner would have a pattern of grooved lines cut into it. These would either be lined in gold leaf or have gold leaf applied around them. The window frames of the new building are going to be made from anodised aluminium, coloured to look like bronze, so aluminium and bronze seemed like appropriate materials to consider for the other parts of my proposal. Bronze carries the weight of thousands of years of history, while aluminium on the other hand feels contemporary. By choosing to propose both, I feel that the artwork will make a subtle reference to past and present whilst echoing the materials used elsewhere on the building. The bronze would be patinated in soft greens.”

For the gate design, the differences in scale across the pattern would be worked on separately to create an effect of increasing lightness and airiness as the pattern rises.

For the main corner I have focused on the three windows with deeper reveals at 1st, 3rd and 4th floors. I like to make the most of ambient light. Under different lighting conditions, sometimes from natural and sometimes from artificial sources, these lines will be constantly changing. Their colours will vary with the light they reflect, appearing at one moment to be engraved and at another to be in relief, a work to catch the eye and draw people down Duke Street to see this new building and to explore the area.

**1.3 Production and Installation of the Work of Art**

The Sub-Contractor/s will be appointed by the principal Contractor, with responsibilty for the fabrication and installation of the Work relating to the Gate; for stone cutting, gilding and the production of panels for box.

**2. THE SITE**

See attached drawings

**3. TIMESCALE**

The Work in its entirety is to be completed and installed by Spring 2019

The anticipated durability of the Work is to be at least 30 years.

**4. FEES**

In consideration of the creation and sale of the Work by the Artist, the Client agrees to pay the Artist a total fee of £80,000. including costs and expenses.

**5. Artists Proposal (attached)**

**Scope of the Work/Timescales document (attached)**

**IN WITNESS WHEREOF** this Contract has been executed and delivered as a deed the day and year first before written:

The official seal of **THE CROWN ESTATE**  )

**COMMISSIONERS** placed here was confirmed )

as authentic by:- )

Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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| Executed as a deed by **Jacqueline Poncelet**: |  |
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|  |  |
| (signature) |  |
|  |  |
| in the presence of: |  |
|  |  |
|  |  |
| (signature of witness) |  |
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| (print name of witness) |  |
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| Address: |  |
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