



INDIGENOUS  
ART CODE

# Membership Policy

# IartC Membership Policy

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## 1. Purpose

This document outlines the Indigenous Art Code Limited's (**lartC**) membership policy, including: the membership eligibility criteria, responsibilities, rights and privileges of Members.

## 2. Scope

The policy puts into effect provisions outlined in the Indigenous Art Code of Conduct (the **Code**) and the Constitution of the Indigenous Art Code Limited (the **Constitution**) and references them accordingly. This policy should be read in conjunction with the Code and the Constitution.

This policy applies to all member applicants and all lartC Members and will be consistently administered by lartC.

## 3. Definitions

|                              |  |
|------------------------------|--|
| <b>Agent</b>                 | A person or organisation who sells Artwork for or on behalf of an Artist in return for a commission.   |
| <b>Agreement</b>             | A written or verbal agreement between a Dealer Member and an Artist for the supply or acquisition of Artwork.  |
| <b>Application</b>           | A duly completed and signed application for membership of the Company in the form determined from time to time by the Directors, under which applicants who are Dealers agree, amongst other things, to become a signatory to the Code.  |
| <b>Artist</b>                | An artist, whether living or deceased, of Aboriginal and/or Torres Strait Islander descent who identifies, or who, prior to their death, identified, as Aboriginal and/or Torres Strait Islander, and is, or, prior to their death was, recognised as such by members of the community with which the artist identifies or identified. |
| <b>Artist representative</b> | A person who is authorised by the Artist to speak or act for the Artist but does not include an Agent.   |
| <b>Artwork</b>               | A work of visual art or craft produced by an Artist, whether or not incorporated into another work of visual art or craft produced by that Artist or another   |

person, including but not limited to painting, drawing, artists' books, woodwork, ceramics, glass, jewellery, sculpture, fibre work, printmaking, photography, installation, video and multimedia.

|                              |  |
|------------------------------|--|
| <b>(the) Code</b>            | The Indigenous Art Code.   |
| <b>Code Supporter Member</b> | Persons who are collectors of Artwork and/or supportive of the objects of the Code and the Company (but who are not Dealers) who have applied in the correct form (which does not include agreeing to become a signatory to the Code) and whose Applications have been approved by the Directors under Rule 5.4. |
| <b>(the) Constitution</b>    | Constitution of the Indigenous Art Code Limited.   |
| <b>Dealer</b>                | An Agent, person or organisation who acquires Artwork, or who carries on a business involving the acquisition of Artwork, for re-supply by means of sale or other distribution.  |
| <b>Dealer Member</b>         | A Dealer who is a Member of the Company and a signatory to the Code.   |
| <b>IartC</b>                 | The Indigenous Art Code Limited (also referred to as "the Company" in the Constitution and the Code).  |
| <b>Member</b>                | A person admitted to the membership of the Company in accordance with the provisions of the Constitution.  |

## 4. Principles

This policy will be implemented consistent with the following principles:

|                |  |
|----------------|--|
| <b>Aligned</b> | This policy derives from the Code and the Constitution. All content following is aligned to these two critical documents.                                    |
| <b>Open</b>    | This policy, and key supporting documentation, will be public. IartC will provide applicants and Members with clear and timely information around decisions. |

|                    |  |
|--------------------|--|
| <b>Transparent</b> | The policy will be administered and applied using clear, transparent and consistent processes. |
| <b>Efficient</b>   | The policy will be administered as efficiently as possible within IartC's current resources.   |

## 5. Membership

### 5.1 General provisions

#### 5.1.1 Membership categories

IartC has three categories of Members:

1. Dealer Members;
2. Artist Members; and
3. Code Supporter Members.

#### 5.1.2 Attendance at general meetings

All Members can attend general meetings of IartC.

#### 5.1.3 General eligibility requirements

All Members must be 18 years of age or older. Additional eligibility criteria, responsibilities, rights and privileges for each category are documented below.

### 5.2 Dealer Members

#### 5.2.1 Eligibility

To become an IartC Dealer Member, applicants must:

- i. Be an Agent or a person or organisation, who is not an Agent, but which:
  - a) acquires Artwork; or
  - b) carries on business involving the acquisition of Artwork, for re-supply by means of sale or other distribution, such as a licensing, which may include but is not limited to a wholesaler, retailer, art gallery, auction house or art centre;
- ii. Submit a completed application using the correct form to the Secretary; and
- iii. Pay any applicable fee.

### 5.2.2. Responsibilities and Required Conduct

Dealer Members must become signatories to the Code and agree to all its terms and conditions, as well as provisions in the Constitution, including:

- i. Acting fairly, honestly, professionally and in good conscience (Code s.2.1);
- ii. Not engaging in misleading or deceptive conduct (Code s.2.2);
- iii. Respecting Indigenous Cultural Practices and Artist's Rights, including:
  - a) respecting the Artist's moral rights and copyright in the Artwork;
  - b) obtaining consent of the artists before reproducing the Artworks (or permitting a third party to reproduce the Artwork) in any form;
  - c) not using the name and/or image of Artists who are deceased unless permission has been granted or best endeavours have been used to obtain permission (Code s.2.3); and
  - d) not marketing, promoting, displaying or selling Artwork or material (such as Tjuringas or human remains) which a reasonable person would know contains content that the relevant Indigenous community and/or traditional owners consider to be secret/sacred and/or restricted (Code s. 2.3);
- i. Taking care of Artwork (Code s.2.4);
- v. Creating Code Certificates (Code s.5.1 – 5.4);
- vi. Using best endeavours to resolve complaints (Code s.7);
- vii. Paying any applicable membership fee (Constitution, s.5.4, 5.6); and
- viii. Being admitted as a Member by the IartC Directors (Constitution, s.5.4).

When dealing with Artists or their representatives, Dealer Members must also use best endeavours to ensure every dealing with an Artist involves the informed consent of the Artist (Code s.3), which includes:

- i. Providing a clear explanation of the Agreement (Code s.3.1);
- ii. Ensuring there is a written or verbal Agreement between the Dealer Member and an Artist in relation to Artwork that covers the key terms outlined in the Code (Code s.3.2);
- iii. Respecting an Artist's cooling off rights to terminate an Agreement (Code s.3.3);
- iv. Providing details of payment for the Artwork (Code s.3.4); and
- v. Keeping records of all dealings with Artists and making this available to Artists upon request (Code s.4).

### 5.2.3. Unacceptable Conduct

In addition to meeting the above responsibilities, Dealer Members should not participate in any activity with an Artist that constitutes (Code s.2.1):

- i. Unfair or unreasonable conduct;

- ii. Undue pressure or influence, including threats;
- iii. Not acting in good faith;
- iv. Paying an Artist by means of alcohol or drugs;
- v. Unfairly taking advantage of, or exploiting, an Artist; and
- vi. Paying or agreeing to pay an Artist an amount, or other consideration for the artist's artwork that is, in all the circumstances, against good conscience.

#### 5.2.4. Rights and privileges

Dealer Members are entitled to:

- i. Attend and vote at lartC general meetings (Constitution s.8 – 9.1);
- ii. Publicly display the lartC logo in connection with the Dealer Member's business (Code s.6), consistent with the lartC Style Guide, including:
  - a) at a physical place of business;
  - b) on a business website; and
  - c) on promotional material;
- iii. Nominate themselves, or another Dealer Member to become Dealer Director on the lartC Board (Constitution, s.11.2); and
- iv. Have a profile included on the lartC website.

Note: If membership is suspended or terminated (s.6 of this policy), a Dealer Member can no longer enjoy the rights and privileges of membership outlined in the Code, the Constitution, and this policy.

### 5.3. Artist Members

#### 5.3.1. Eligibility

To become an lartC Artist Member, applicants must:

- i. Be an Aboriginal and/or Torres Strait Islander person, defined as a person who:
  - a) identifies as Aboriginal and/or Torres Strait Islander; and
  - b) is recognised as such by members of the community with which the person identifies;
- ii. Be an Artist and produce Artwork including but not limited to paintings, drawings, artists' books, woodwork, ceramics, glass, jewellery, sculpture, fibre works, printmaking, photography, installation, video, or multimedia works;
- iii. Submit a completed application using the correct form to the Secretary; and
- iv. Pay any applicable fee.

### 5.3.2. Responsibilities and Required Conduct

While not signatories to the Code (only available to Dealer Members), Artist Members of the Code must:

- i. Agree to all the terms and conditions of the Code;
- ii. Want to have their voice added to the call for Aboriginal and Torres Strait Islander artists:
  - a) to be treated fairly and ethically when trading their artwork;
  - b) to have access to transparent processes when their artwork is being promoted or sold; and
  - c) to have any disputes arising under the Code dealt with efficiently and fairly; and
- iii. Be admitted as a Member by the IartC Directors (Constitution, s.5.4).

### 5.2.3. Rights and privileges

Artist Members are entitled to:

- i. Attend and vote at IartC general meetings (Constitution s. 9.1);
- ii. Have a profile included on the IartC website; and
- iii. Publicly display the IartC logo in connection with the Artistic activities (Code s.6), consistent with the IartC Style Guide, including:
  - a) at a physical place of business;
  - b) on a business website; and
  - c) on promotional material.

## 5.3. Code Supporter Members

### 5.3.1. Eligibility

To become a Code Supporter Member of the IartC, applicants must:

- i. Be:
  - a) a collector of Artwork; and/or
  - b) supportive of the objects of the Code and the Company;
- ii. Not be a Dealer (definition at Section 5.1 above);
- iii. Submit a completed application using the correct form to the Secretary; and
- iv. Pay any applicable fee.



### 5.3.2 Responsibilities

While not signatories to the Code (only available to Dealer Members), Code Supporter Members of the Code must:

- i. Support the objects of the Code and the Company;
- ii. Pay any applicable fee (Constitution, s.5.4, 5.6); and
- iii. Be admitted as a Member by the IartC Directors (Constitution, s.5.4).

### 5.3.3. Rights and privileges

Supporter Members are entitled to:

- i. Attend and vote at IartC general meetings (Constitution s. 9.1);
- ii. Be listed or have a profile included on the IartC website; and
- iii. Publicly display the IartC logo, consistent with the IartC Style Guide, including:
  - a) at a physical place of business;
  - b) on a business website; and
  - c) on promotional material.

## 6. Membership resignation, termination, suspension and cessation

### 6.1. Resignation

A Member may voluntarily resign from IartC by giving notice in writing to the Secretary. The resignation will be effective from the date it is received by the Secretary (Code s.5.7).

### 6.2. Termination or Suspension

IartC may terminate or suspend membership (Constitution, s.5.8–5.9) if:

- i. Another provision of this policy states that membership may be terminated or suspended;
- ii. A Member's conduct or continued membership of the Company, in the opinion of the Directors, is contrary to the best interests of the Company; or
- iii. If any applicable membership fee remains unpaid for more than 30 days (or such longer period determined by the Directors) after the date on which the notice (specifying that fees were unpaid for 28 days after they became due) was given.

lartC must send a Member a notice if it intends to terminate or suspend their membership. Ending or suspension of membership may result in Members having (Constitution, s.5.9):

- i. their membership of the Company terminated and their name removed from the register; or
- ii. their rights and privileges of membership of the Company suspended for such period as the Directors determine.

Any paid membership fees will be retained by the lartC.

### 6.3. Cessation

lartC membership will automatically end if the Member (Constitution, s.5.11):

- i. is a natural person who:
  - a) dies; or
  - b) becomes of unsound mind or a person or estate is liable to be dealt with in any way under the law relating to mental health; or
  - c) becomes a person whose estate or assets are liable to be dealt with in any way under the laws relating to mental health; or
- ii. is a body corporate and:
  - d) a liquidator is appointed in connection with the winding up of the Member, or
  - e) an order is made by a court for the winding up or deregistration of the Member.

## 7. Roles and responsibilities

**The owner of this policy is the lartC Board. To implement this policy, the lartC Board and staff will:**

- ii. Review all membership applications received provide up-to-date, clear information on:
  - a) membership policy and procedures;
  - b) application forms;
  - c) supporting documentation requirements by member category; and
  - d) processes used to assess all applications based on the process map , including:
    - Preliminary Membership Eligibility Checklist; and
    - Detailed Membership Assessment Checklist;
- iii. Provide information to the applicant about the status of their application and request any other information required for the Board to make a membership decision;
- iv. Notify applicants of the Board's decision on the membership application;
- v. Distribute the Membership Pack to new Members;

- vi. Maintain an updated Register of IartC Members;
- vii. Collect and process any applicable membership fees;
- viii. Receive complaints made against a Dealer Member, and deal with it in accordance with IartC Complaint, Dispute and Concerns Policy and Procedures (Code s.7.1); and
- ix. Conduct or commission reviews of activities of Dealer Members whose activities may not be acting in accordance with the Code (Code s.7.2).

## 8. Compliance consequences

- i. A Member’s breach of this policy may result in either termination or suspension of their membership, as outlined in s.6 of this policy.
- ii. In addition:
  - a. a Dealer Member's breach of the Code; or
  - b. a Dealer Member's conduct, which in the opinion of the Directors, is prejudicial to the Code, may result in either termination or suspension of that Dealer Member's membership, as outlined in s.6 of this policy and s.7.2(a) of the Code.

## 9. Related documents

To implement this policy, the IartC will also use the following documents:

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| <ul style="list-style-type: none"> <li>• Indigenous Art Code</li> <li>• Constitution of the Indigenous Art Code Limited</li> <li>• Register of IartC Members</li> </ul> | <ul style="list-style-type: none"> <li>• IartC Membership Process Map</li> <li>• IartC Membership Application forms (Dealer, Artist, Code Supporter)</li> <li>• IartC Complaints, Disputes and Concerns Policy</li> </ul> |
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