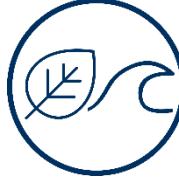


ARTS & CULTURE COMMITTEE – 16 JUNE 2025**REPORT FOR DECISION****SPONSORSHIP AGREEMENT FOR UPCOMING EXHIBITION**

Our Culture	Our Decision Making	Our Environment	Our Money	Our People	Our Places	Our Resilience & Wellbeing
						
✓			✓			

Recommendation:

Authority be delegated to the Town Clerk to complete and enter into the draft Sponsorship Agreement, as set out at Appendix 1 to this report, for the upcoming 'Lamorna Birch: A Painter Laureate' exhibition at Penlee House Gallery & Museum with the auctioneers administering the Wormleighton estate, when confirmed.

Background:

Penlee House Gallery & Museum will present an exhibition of the work of Lamorna Birch, featuring paintings from the collection of the late Austin Wormleighton, from 15 October 2025 – 10 January 2026.

A Painter Laureate refers to the title of Austin Wormleighton's 1995 biography about Birch. Austin was a founding member of the Lamorna Society and was President right up until his death in 2019. This exhibition is being staged to celebrate a second edition of the book, updated by Austin and published posthumously by his partner, Jo Sunter.

After the conclusion of the exhibition, the works from the Wormleighton estate are being put up for sale at auction, independent of Penlee House Gallery & Museum.

It is expected that the auction house will pay to Penlee House the Sponsorship Fee of up to £3,000 plus any applicable VAT. The decision to provide sponsorship acknowledges the benefits to the auctioneers of the works being part of a public exhibition in advance of their sale.

Verity Anthony
Director (maternity cover) / Visitor Experience & Retail Manager, Penlee House Gallery & Museum

Sponsorship Agreement

Between

Penzance Town Council (Penlee Centre, Penlee Park, Penzance, Cornwall, TR18 4HE), (hereinafter called “the Council”)

And

[Name of auction house to be inserted], located at [business address to be inserted], (hereinafter called “[auction house name to be inserted]”)

Jointly referred to as “the Parties”.

It is hereby agreed:

1. THE EXHIBITION

The Council will present an Exhibition of the work of Lamorna Birch, featuring paintings from the collection of the late Austin Wormleighton, with the title ‘Lamorna Birch: A Painter Laureate’, (hereinafter referred to as the Exhibition), at Penlee House Gallery and Museum from 15 October 2025 – 10 January 2026.

2. SPONSORSHIP SUM

In consideration of the Council presenting the Exhibition, and providing to **[Name of auction house to be inserted]**, the services described in the Appendix (the “Services”), **[Name of auction house to be inserted]**, will pay to the Council the Sponsorship Fee of £3,000 plus any applicable VAT. The Council shall bear all other costs associated with the organisation and facilitation of the exhibition and, except where otherwise indicated, the provision of the Services.

3. ACCREDITATION

The Council will ensure that **[Name of auction house to be inserted]**, shall be credited by name/logo on any press release, poster, invites, internet pages or other materials related to the Exhibition as described in the Appendix.

4. USE OF NAME AND LOGO APPROVAL

Neither party shall make use of the other party’s name or logo without the prior written approval of the other party. Nothing in this agreement shall assign or transfer to either party any intellectual property rights including but not limited to any trademarks, logos, domain names, copyright or similar rights owned by the other party or any member of the other party’s group of companies.

Any use of any name, trademarks or logo of [Name of auction house to be inserted] by the Council or on behalf of the Council pursuant to this Agreement (including but not limited to all materials whether in print or electronic format) shall be subject to [Name of auction house to be inserted] prior written approval. The Council shall not do

or omit to do anything which might adversely damage the reputation of **[Name of auction house to be inserted]** or bring **[Name of auction house to be inserted]** into disrepute.

5. CONFIDENTIALITY

The Council agrees to not actively publicise, for an unlimited period, unless required by law, any information relating to the actions of **[Name of auction house to be inserted]**, as well as the budgets for which it is responsible under this agreement, unless expressly authorised by **[Name of auction house to be inserted]** in writing.

6. EXCLUSIVITY

The Council agrees that it will not enter into any agreement or arrangement or engage directly or indirectly for the purposes of the Exhibition with any auction house or other **[Name of auction house to be inserted]** competitor without prior written approval of **[Name of auction house to be inserted]**.

7. CANCELLATION OR CURTAILMENT

If the Exhibition and Services are cancelled in full and cannot be held on alternative dates, the Council shall refund the Sponsorship Fee to **[Name of auction house to be inserted]**.

8. TERM AND TERMINATION

This Agreement will enter into force upon signature by both parties, and will remain in effect until conclusion of the Exhibition, unless terminated in accordance with this section.

Without limiting its other rights or remedies, either party may terminate the Agreement with immediate effect by giving written notice to the other party if the other party commits a material or persistent breach of the Agreement and (if such a breach is remediable) fails to remedy that breach within thirty days of receipt of notice in writing of the breach.

9. WARRANTIES

9.1 The Council represents and warrants to **[Name of auction house to be inserted]** that:

9.1.1 it has the full right, title and legal authority to enter into and fully perform this Agreement in accordance with its terms without violating the rights of any third party;

9.1.2 it will comply with all applicable laws, regulations and other rules relating to the performance of its obligations under this Agreement;

9.1.3 it shall deliver or procure the delivery of the Sponsorship Benefits to the Sponsor;

9.1.4 it shall use reasonable endeavours to ensure that none of its directors, officers or employees, acting in the course of his/her employment, makes any public statement that is knowingly defamatory, disparaging of or derogatory to the Sponsor; and

9.1.5 it shall use **[Name of auction house to be inserted]** Logo in accordance with this Agreement and **[Name of auction house to be inserted]** brand guidelines.

Penlee House Gallery & Museum

Morrab Road, Penzance, Cornwall TR18 4HE

Tel. 01736 363625 email: info@penleehouse.org.uk www.penleehouse.org.uk

Penlee House Gallery & Museum is owned and operated by Penzance Council

9.2 **[Name of auction house to be inserted]** represents and warrants to Penlee House that:

9.2.1 it shall pay the Sponsorship Sum; and

9.2.2 it has the full right and legal authority to enter into and fully perform this Agreement in accordance with its terms without violating the rights of any third party.

10. LAW AND JURISDICTION

This Agreement shall be governed by and construed and enforced in accordance with English law and subject to the exclusive jurisdiction of the English courts.

For and on behalf of **Penzance Town Council**

Signed

Printed:

Date:

For and on behalf of **[Name of auction house to be inserted]**

Signed

Printed:

Date:

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APPENDIX: SPONSOR BENEFITS (the “Services”)

- **SPONSOR** to be credited as sole sponsor in the 2025-26 Penlee House exhibitions programme leaflet – 10,000 to be distributed throughout Cornwall (including in and around Penlee House).
- **SPONSOR’S name and logo** prominently placed on private view invitation cards to be mailed to members of the Friends of Penlee House (over 1600 members across UK), plus up to 100 of your contacts.
- **SPONSOR’S** name and logo prominently placed on digital private view invitation card for distribution to 100 of your clients.
- **SPONSOR** to be referenced in Penlee House’s ‘Artefact’ Friends newsletter, sent to 1600 Friends and distributed free within the Gallery.
- **SPONSOR** to be invited to collaborate in a minimum of 3 (three) social media posts.
- **SPONSOR’S name and logo** to be prominently placed on 300 A3 and A4 posters, to be distributed throughout Cornwall (including in and around Penlee House).
- **SPONSOR’S name and logo** prominently credited as sponsor on information boards within the galleries, wording will state: ‘This exhibition is sponsored by [Name of auction house to be inserted] Auctioneers. The Austin Wormleighton Collection will be offered at auction in February 2026 by [Name of auction house to be inserted] Auctioneers’.
- **SPONSOR’S name and logo** prominently credited as sponsor on Penlee’s website exhibition page and referenced on Supporter’s page, wording on the exhibition page will state: ‘This exhibition is sponsored by [Name of auction house to be inserted] Auctioneers. The Austin Wormleighton Collection will be offered at auction in February 2026 by [Name of auction house to be inserted] Auctioneers’.
- **SPONSOR’S name and logo** credited as sponsor in press releases sent to local, regional and national press and broadcast media. ‘This exhibition is sponsored by [Name of auction house to be inserted] Auctioneers. The Austin Wormleighton Collection will be offered at auction in February 2026 by [Name of auction house to be inserted] Auctioneers’.
- Promotional and ‘networking’ opportunity for your staff through presence at exhibition preview, at which a representative of the company will be invited to speak.

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