

The Conservators

abconservators@gmail.com

Tel1: 07899710796 | Tel2: 07922774305

TERMS & CONDITIONS

1. Interpretation

1.1 DEFINITIONS

In this Agreement:

Agreement: The Terms & Conditions of Business as set out herein; consisting of the scope of work, verbal and written agreements within the Release Form/release form, the treatment proposal and the execution of condition reports, as well as any other work being executed, or advice given.

Release Form : the standard form to be completed by the Client, which includes instructions to the Company in relation to insuring Objects and forms part of this Agreement. Signature by the Client of the Release Form will indicate that the Client has read and agreed the terms and conditions set out in in this Agreement.

Client: the party purchasing Goods and/or Services from the Company in accordance with the terms of this Agreement;

Company: The Conservators

Finished Object: any Object supplied by the Client which has been the subject of completed Services by the Company;

Goods: the products to be supplied by the Company to the Client in accordance with the terms of this Agreement and any applicable Quotation and/or Order;

Materials: any and all materials supplied to the Client as a consequence of and in relation to the provision of the Services;

Object: the object supplied by the Client to the Company to be the subject of the Services;

Order: an order placed by the Client for the supply of Goods and/or provision of the Services in acceptance of a Quotation supplied by the Company;

Owner: the sole legal and beneficial owner of an Object which is subject to the Services;

Price: the price of the Goods and/or the Services (exclusive of VAT) as accepted by the Client in an Order;

Quotation: where supplied, a quotation for supplying the Goods and/or providing the Services by the Company to the Client;

Services: to include, but not limited to; fine art & archival material conservation, fine art restoration, preventative conservation advice, collection care advice, collection management and any other associated service(s) provided by the Company from time to time;

VAT: value added tax chargeable under the Value Added Tax Act 1994 and any similar replacement or additional tax.

1.1 The parties to this agreement are the Client and The Conservators.

1.2 It is The Conservators. that has accepted the Object for the purpose of undertaking the Services outlined in the attached Treatment Proposal (“the Work”) and it is The Conservators. alone which undertakes any responsibility towards the Client for such work.

1.3 The Client hereby warrants that he/she is the Owner or authorized agent of the Owner for the Object presented to The Conservators.

1.4 The Client hereby warrants that the description of the Object provided to The Conservators is accurate and contains no material omissions or mis-statements which would reasonably affect The Conservators’s decision to accept the Object for assessment and/or for providing Services.

1.5 Unless otherwise agreed in writing, The Conservators has accepted the Object to undertake the Work subject to the following conditions;

2. Basis of Work

2.1 The Conservators shall carry out the Work for the Client in accordance with The Conservators ’s Treatment Proposal or as otherwise agreed between The Conservators and the Client, subject in either case to these terms.

2.2 No variation to these Conditions shall be binding unless agreed to in writing.

2.3 If The Conservators or its staff gives advice to the Client, The Conservators will not be liable for the consequences of that advice unless the advice was given or confirmed in writing.

2.4 The Conservators reserves the right to sub-contract any part of the Work requiring specialist services, subject to clause 3 below.

2.5 The Conservators shall not be liable for any damage to the Object once the Object has been removed from The Conservators ’s premises (or any other work space used by The Conservators that has been agreed upon by the Client and The Conservators) and, in particular, shall have no responsibility in respect of any damage suffered by the Object as a result, whether direct or indirect, of any acts or omissions of the Client, its agents or employees.

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Advice about the care and handling of the Object after the completion of the Work should be requested from The Conservators.

3. Price of the Work

3.1 The Conservators may increase any Treatment Proposal Fee Estimate given to the client:

3.1.1 If The Conservators discovers the need for further Work;

3.1.2 If The Conservators considers further Work to be necessary on conservation or aesthetic ground;

3.1.3 Where additional Work is executed at the Client's request; or

3.1.4 To reflect any increase in cost to The Conservators which is due to any factor beyond The Conservators's control or to the Client's failure to give The Conservators adequate information or instructions.

3.2 The Conservators must notify the Client in writing of any increase in the Treatment Proposal Fee Estimate of greater than 10%.

3.3 The actual and estimated Treatment Fee excludes any delivery charges, which the Client shall pay in addition.

3.4 The Client will pay for any additional Materials required for the services provided if they are not readily available to the Company. The Company will discuss terms for additional materials with the Client as necessary.

4. Terms of Payment

4.1 The Client will pay all amounts due within 10 days of the date of the invoice. The Conservators will not release the Object until the Client has paid in full.

4.2 If the Client does not pay within 10 days of the date of the invoice) then:

4.2.1 The Client will pay interest on the unpaid balance at 3% per week plus reasonable storage charges being in any event not less than £10.00 per calendar month or part thereof; and

4.2.2 The Conservators shall be entitled, until payment of all sums due to The Conservators, to exercise a lien over the Object and/or any other Object belonging to the Client which is for the time being in The Conservators's possession or power;

4.2.3 Without prejudice to the generality of Conditions 4.1 and 4.2 above, The Conservators reserves the right where the Treatment Fee Estimate exceeds £400 to require stage payments from the client on completion of each £400 worth of Work or such amounts and stages as otherwise agreed in writing.

4.3 The client will pay all bank charges relating to international payment. The Conservators's accounts are held in the UK (GBP).

5. Delivery

5.1 The Delivery of the Object to and from The Conservators shall be made by the Client (either in person or via a courier or agent at the risk and cost of the Client.) The Client shall remove the Object within 30 business days of being requested to do so, subject to clause 4.1.

5.2 Upon delivery of any Object to The Conservators's premises (whether or not a Quotation has been provided in accordance with clause 3 below), the Client will complete a Release Form before The Conservators will accept any such Object into its custody and control.

5.3 Completion of a Release Form will indicate the Client's agreement to the terms and conditions set out in these Terms and Conditions. The Client warrants that it is either the Owner of the Object or the authorised representative of the Owner of the Object. Where the Client is the authorised representative of the Owner, the Client warrants that it is accepting these terms and conditions on its own behalf and on behalf of the Owner.

5.4 The Conservators is entitled to refuse to take delivery of any Object where a Release Form is not completed or completed insufficiently by the Client. Any Object delivered to the Company's premises or any other work space used by The Conservators that has been agreed upon by the Client and The Conservators without a Release Form will be held at the Client's sole risk.

5.5 The Client is advised to obtain their own insurance cover for the full value of any Object effective from the date of delivery to the Company. Alternatively, The Conservators may agree in writing with the Client to obtain additional insurance cover on the Client's behalf. Any costs and expenses arising out of such additional cover are payable by the Client or as may otherwise be agreed in writing by the Company.

5.6 In the event the Client delays delivery of an Object to The Conservators, the Company shall not be liable for non-compliance with any delivery dates specified in the Quotation or any other delivery dates agreed between the parties.

5.7 All persons collecting Objects from The Conservators shall present written authorization from the Client authorizing such collection. The Conservators shall not be liable to any person in respect of the collection of an Object by a person unauthorized to collect such Object.

5.8 Any dates quoted for completion of the Work are approximate only and The Conservators shall not be liable for any delay in completion of the Work howsoever caused. Time for completion shall not be of the essence unless previously agreed by The Conservators in writing. The Conservators may request collection of the Object

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in advance of any estimated completion date.

5.9 If the Client fails to collect the Object within 30 days of the date of The Conservators 's invoice then without prejudice to any other right or remedy available to The Conservators The Conservators may:

5.9.1 Store the Object until actual delivery and charge the Client for the reasonable cost of storage (subject to a minimum of £10.00 per calendar month or part thereof); and/or

5.9.2 After 30 business days' notice in writing to the Client, sell the Object and apply the proceeds in satisfaction of the sum owned by the Client and the costs of sale.

6. Damage to or loss of the Object

6.1 The Conservators shall perform its duties under this Agreement with a reasonable degree of care, skill and diligence.

6.2 The Conservators shall not be liable for any loss or damage to the Object, including any consequential loss howsoever caused, while in The Conservators 's possession or control or in that of its duly appointed sub-contractors.

6.3 Without prejudice to the generality of Clause 6.1 above The Conservators shall not be liable for any damage to the Object as a result of any process applied or work done to the Object by The Conservators or its duly appointed contractors and sub-contractors. The burden shall lie with the Client to prove that The Conservators did not show the requisite degree of skill and care in and about the Work to the Object. For the avoidance of doubt, at a minimum, the Client shall support any such claim with a report from an independent ICON accredited conservator. The Client will bear any costs associated with such action.

6.4 The Conservators shall not be liable for any loss or damage to the Object sustained while in transit to or from The Conservators 's premises whether or not The Conservators is providing carriage.

6.5 In any event, and notwithstanding anything contained in these Terms and Conditions, The Conservators 's liability in contract, tort (including negligence or breach of statutory duty) or otherwise, howsoever and whatever the cause thereof, arising by reason of or in connection with the Work (except in relation to death or personal injury caused by the wilful act or negligence of The Conservators or its employees while acting in the course of their employment or where The Conservators 's liability cannot be limited by law) shall be limited to the lower of the Treatment Fee Estimate or the value of the Object if the value is provided by the client. Where the value of the Object stated is greater than £10,000 but no professional valuation was supplied by the date of agreement, The Conservators 's liability shall be limited to the Treatment Fee Estimate. Where no valuation is stated The Conservators 's liability shall be limited to £10,000.

6.6 The Client will fully insure the Object at all times while in transit and at The Conservators 's premises and, where relevant, at the premises of a sub-contractor.

6.7 As expressly provided in these Terms and Conditions, all warranties, conditions or other terms implied by statute or Common Law are excluded to the fullest extent permitted by Law.

6.8 Nothing in these Terms and Conditions shall affect the statutory rights of a Client.

6.9 These Terms and Conditions shall prevail over any other terms whether express or limited by statute or otherwise.

7. Termination

7.1 If the Client ceases or threatens to cease to carry on business or is found to be insolvent or is in breach of any of the terms of the Agreement, or sells the Object before or during the course of the Work, or the Object is destroyed before or during the course of the Work, then without prejudice to any other remedy available to The Conservators , The Conservators may terminate the Agreement and suspend any further Work without liability to The Conservators . If the Work has not been completed, then despite any previous arrangement to the contrary the Client shall pay for the work done up to the date of cancellation on a quantum merit basis.

7.2 The provision of Clause 7 above shall also apply where The Conservators reasonably believes that any of the events mentioned in Clause 7.1 is about to occur and so notifies the Client.

8. Disputes

8.1 If the Client is dissatisfied for any reason with the Work carried out by The Conservators the Client shall notify The Conservators and provide reasonable details in writing of such dissatisfaction within seven days of delivery of the Object. Regardless of the merits of the Client's claim The Conservators shall not in any circumstances be liable for any claim not notified after this period.

9. Data Protection and Privacy

9.1 The Conservators will protect the Client's information consistent with GDPR policy. No personal information will be given out by The Conservators unless required by law or requested by the Client.

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9.2 The Conservators will not provide discretion agreements regarding clients or artwork. If the client requires, they will supply written discretion agreements to The Conservators to review. Any discretion agreement will be in written format, duplicated and a copy given to for the Company's records.

9.3 The Conservators holds the right to use images of the Client's Object, Object undergoing Work, or Finished Object for marketing and social media purposes without sharing Client details, unless otherwise restricted by the Client in writing.

9.4. The Client may opt out of featuring the Client's Object, Object undergoing Work, or Finished Object in this marketing by indicating so on the Release Form.

10. General

10.1 Any notice required to be given by either party to the other under these Conditions shall be in writing addressed to that other party at its registered office or principal place of business or other such address as may at the relevant time have been notified pursuant to this provision to the party giving notice.

10.2 No waiver by The Conservators of any breach of the Agreement by the Client shall be construed as a waiver of any subsequent breach of the same or any other provision.

10.3 If any provision of these conditions is held by any authority to be invalid or unenforceable in whole or part the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected thereby.

10.4 This Agreement is governed by English law and the parties submit to the jurisdiction of the English courts.

10.5 This Agreement sets out the entire agreement between the parties and any changes must be in the writing and signed by the Client and a duly authorised representative of The Conservators.

Questions and Comments regarding these Terms and Conditions are welcome. Please contact the company at the email or telephone numbers in the header of this document, or through the contact form on the website:
www.theconservators.org