

Terms and Conditions

1. Contract

This agreement is made between Julia Nagle Conservation Ltd, “the Conservator,” and the owner/client or owner/client’s authorised representative and signatory, “the Client,” whose details and signature(s) appear in the Contract.

Where the Client is not an individual the Client hereby warrants that the authorised signatory whose details appear in the Contract (“the Authorised Signatory”) has the Client’s full authority in all aspects in relation to this agreement.

Except where agreed and specified otherwise in writing, the following terms and conditions apply as part of any agreed contract between the Conservator and Client.

The agreed contract (“the Contract”) shall comprise all written material including recommendations, proposals, costings and other submitted to the Client by the Conservator and agreed in writing by the Conservator and Client.

The Conservator shall use all reasonable care and diligence in carrying out work on any painting(s), frame(s) or associated material(s) as well as other works of art “the Item” as specified in the Contract.

2. Conservator’s Obligations

The Conservator warrants that all reasonable care will be given to the property whilst in the Conservator’s custody but no responsibility can be accepted for loss or damage howsoever caused.

The Conservator will have no responsibility for the accuracy of the description of the Item provided in the Contract.

The Conservator shall use reasonable endeavours to provide and complete the Services in accordance in all material respects as set out in the contract.

The Conservator shall use reasonable endeavours to meet any performance dates specified in Schedule 1, but any such dates shall be estimates only and time shall not be of the essence for performance of the Services.

The Conservator shall use reasonable endeavours to observe all health and safety rules and regulations, and any other reasonable security requirements that apply at the Client’s premises and that have been communicated to it, provided that it shall not be liable under the Contract if, as a result of such observation, it is in breach of any of its obligations under the Contract.

3. Client’s Obligations

The Client shall, if the Item is delivered to the Conservator’s premises, be responsible for arranging transit of the Item to and from the Conservator’s premises unless otherwise agreed in writing; and will insure the Item against all risks whilst it is at the Conservator’s premises and in transit to and from such premises.

The Client shall:

- a) co-operate with the Conservator in all matters relating to the Services;
- b) where the Services are to be carried out on the premises of the Clients, provide the Conservator, its agents, subcontractors, consultants and employees, in a timely manner and at no charge, with access to the Client’s premises, data and other facilities as required by the Conservator;

- c) provide to the Conservator, in a timely manner, such In-put Material and other information as the Conservator may require and ensure that it is accurate in all material respects;
- d) inform the Conservator of all health and safety rules and regulations and any other reasonable security requirements that apply at the Client's premises.

If the Conservator's performance of its obligations under the Contract is prevented or delayed by any act or omission of the Client, its agents, subcontractors, consultants or employees, the Conservator shall not be liable for any costs, charges or losses sustained or incurred by the Client arising directly or indirectly from such prevention or delay.

The Client shall be liable to pay to the Conservator, on demand, all reasonable costs, charges or losses sustained or incurred by the Conservator (including, without limitation, any direct, indirect or consequential losses, loss of profit and loss of reputation, loss or damage to property and those arising from injury to or death of any person and loss of opportunity to deploy resources elsewhere) arising directly or indirectly from the Client's fraud, negligence, failure to perform or delay in the performance of any of its obligations under the Contract, subject to the Conservator confirming such costs, charges and losses to the Client in writing. The Client warrants to the Conservator that it is the owner of the Item and indemnifies the Conservator against any claims made by any party against the Conservator to include, without limitation, damages, costs and interest arising from any lack of ownership or any lien, charge or encumbrance over the Item.

4. Agreed documentation

It is in the interest of the Client, the Conservator and the Item that:

- e) an accurate record, including condition assessment, treatment proposal and agreed cost, is made by the Conservator before any work is carried out
- f) for lengthy or complicated works, interim "progress" reports are made. Any such report if signed by the Conservator and the Client (or Authorised Signatory) shall be considered a part of this agreement and shall be conclusive evidence of the condition of the Item, the nature of the work and its intended result
- g) After completion of the work by the Conservator, a final report is made detailing the work carried out, the materials used, and the resulting condition of the Item
- h) a photographic record of the condition of the Item before and after treatment is made.

Where any such report is to be prepared by the Conservator, the cost (if any) is specified in the Contract. The Conservator retains the copyright in all reports, drawings, photographs or other forms of documentation made under or in relation to the Contract. Such reports, drawings or photographs may not be reproduced in whole or in part without the Conservator's written consent which may or may not be given on such terms as the Conservator thinks fit or declined with or without reason.

5. Agreed work

The Conservator shall perform the agreed work set out in the Contract in accordance with any written specification of the Conservator which is accepted by the Client and appended to this agreement.

By accepting these Terms and Conditions, the Client hereby warrants to the Conservator that the Client is the legal owner of the Item or has all necessary rights, licences and permission to authorise the Conservator to carry out the agreed work, and that the Item is free of all liens, charges and encumbrances of any nature. The Client shall indemnify and hold the Conservator harmless against all costs, claims liabilities and expenses incurred by the

Conservator in connection with any claim by any third party that the Client was not entitled to permit the agreed work to be carried out.

The Conservator shall use all reasonable care and diligence in carrying out the agreed work. The Conservator reserves the right to refuse requests contrary to ECCO professional guidelines.

The Client hereby acknowledges that the Item is subject to natural variations and deteriorations of colour, quality, markings and other visible and non-visible attributes. The Client hereby agrees and acknowledges that such variations and deteriorations are innate to the Item and shall not form the bases for the Client to reject all or part of the Item nor give rise to any claim by the Client against the Conservator.

The Client hereby acknowledges that the need for further work may arise during the undertaking of the agreed work. The Conservator agrees to notify the Client of any such need for further work and any necessary changes to the specification and consequential change to the cost shall be agreed by the Conservator and the Client in writing before additional work is begun.

6. Time

On receipt of the signed Contract the Conservator will schedule the agreed work and notify the Client of the planned completion date.

Any dates or periods of time quoted in the Contract or in relation to the carrying out or completion of any work, or the making of any report or specification are estimates only and the time of completion shall not be the essence of the Contract. The Conservator will endeavour to complete the agreed work within the estimated time but the Conservator shall not be liable for any loss or damage resulting from any failure by the Conservator to perform any obligations by any date, or within any period of time, quoted in the Contract.

7. Cost

The estimated cost is indicative only and is not a fixed quotation unless previously agreed with the client.

The estimated cost shall be open for acceptance by the Client for a period of three calendar months from the date on which it is given. Where any such estimate is not accepted within three calendar months, the Conservator reserves the right to give a revised estimate, which shall be open for acceptance by the Client for a further period of three calendar months.

The Client agrees to pay the Conservator the cost of the work to be carried out including any call out time, the cost of documentation and any additional costs, as specified in the Contract, in accordance with the payment terms below.

The Conservator reserves the right to revise the estimated cost in accordance with any agreed changes to the specification.

The Conservator reserves the right to require a deposit prior to beginning the agreed work dependent on the scale of the work and anticipated associated costs.

All work carried out by the Conservator within the UK will be subject to 20% Value Added Tax (VAT). The Conservator's VAT Registration No. is 911 9357 23.

8. Additional costs

The Client agrees to pay the Conservator, in accordance with the payment terms below, all out of pocket costs reasonably and necessarily incurred by the Conservator in carrying out the work specified in the Contract, such expenses to include (but not be limited to) the cost of consultation, estimates, materials, equipment hire, travel, carriage, research, technical analysis, visits, additional digital images and any unreasonable delay or waiting on site at the

behest of the client. The Client shall be notified in writing where any such costs are likely to exceed the amount specified in the Contract.

9. Completion

The Conservator shall notify the Client of completion of the work by the manner specified in the Contract. It is the Client's responsibility to notify the Conservator of a change of telephone/email/address.

10. Terms of payment

Payment is due from the Client within thirty days of the date of any invoice submitted by the Conservator.

If any invoice is not paid within thirty days, the invoice total shall bear interest at the rate of 8% above the base lending rate determined by the Bank of England in accordance with the Late Payment of Commercial Debts (Interest) Act 1998 as amended and supplemented by the Late Payment of Commercial Debt Regulations 2002 such interest being payable from the invoice due date until the date of receipt of cleared funds by the Conservator.

The Conservator reserves the right to retain possession of the Item until all the invoices which relate to the Item have been paid in full. The Conservator's entitlement to charge a storage fee is set out below.

11. Collection and storage

The Item shall be collected by the Client (or Authorised Signatory) from the Conservator's premises within one calendar month of notification of completion. If not so collected, the Conservator shall be entitled to charge the storage charge specified by the Conservator, such storage charge being payable from the date of notification of completion until the date of collection. If the Item is not collected within six months of the date of notification of completion, then title to the Item shall pass to the Conservator who shall be entitled to sell the Item and recover from the net proceeds of sale such sums as may be due to the Conservator under or in relation to this agreement.

A storage charge shall also apply to items left at the studio for assessment and not collected within one month of receipt of the treatment proposal.

12. Cancellation

Where the Contract is cancelled by the Client prior to completion of the work specified in the Contract, the Client shall be liable to pay to the Conservator the cost of any documentation and work already carried out and any additional costs already incurred by the Conservator.

Further, the Conservator shall be entitled to require payment of the cancellation fee equivalent to 20% of the estimated costs plus taxes as specified in the contract

The Conservator will not accept any liability for any damages, costs, claims and expenses which result from incomplete conservation treatment following cancellation or non-payment of money due from the Client.

13. Insurance

The Client remains responsible for the risk of damage to or loss of the Item whilst in the Conservator's custody including but not limited to fire, theft and any other accident.

The Conservator is covered for all professional liabilities up to £1,000,000, for employer's liability up to £10,000,000 and for public liability up to £5,000,000.

JULIA NAGLE CONSERVATION LTD

1 Neville Place • London N22 8HX • UK • T +44 (0)20 8881 2677 • M +44 (0)7970 047 202

E paintingconservation@mac.com W www.julianagle.com

However, if specifically requested the Conservator will provide insurance cover, subject to an insurance value being agreed and stated overleaf. Any insurance arranged by the Conservator will be subject to the terms and conditions of the Conservator's insurance policy, a copy of which is available on request. In the event that an insurance value is not agreed the level of insurance will be based upon the market value of the property to a maximum limit of GBP 25,000 per item, pair or set.

14. Limitation of Liabilities

The Conservator is excluded from all liability to the Client except for professional liability involving the wilful neglect or default of the Conservator, her servants or agents. The Conservator's liability shall not exceed the cost of the work as specified in the Contract. Under no circumstances shall the Conservator be liable for any loss of profit or any indirect or consequential loss or damage. This clause shall not exclude the Conservator's liability for any death or personal injury caused by the Conservator. The Client agrees and accepts that the Conservator is only prepared to undertake the agreed work on this basis and that such limitation of liability is fair and reasonable in all the circumstances.

15. Third parties

Where the Conservator recommends to the Client any work to be carried out whether such recommendation is made in a report or otherwise, the Conservator is excluded from all liability to the Client in relation to any such work being carried out if and insofar as the Client engages a person other than the Conservator to carry out such work.

16. Variation

No alteration or variation to these terms and conditions or to the Contract shall be binding unless such alteration or variation is in writing and signed by the Conservator and the Client (or the Authorised Signatory).

17. Disputes

The Conservator is a professionally accredited member of the Institute for Conservation "ICON" (formerly UKIC). As such the Conservator is bound to operate under specified requirements and standards of practice which is continually assessed and reviewed by ICON. Any dispute under or in relation to this agreement should be referred to ICON whose decision shall be final.

18. Governing law

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