

# Terms of Business for Shepherd Conservation Limited

Registered in England & Wales Company No: 5124151

## 1. Definitions

1.1 In these terms of business:

(1) "Work of Art" means any painting or other object, provided by you relating to our services;

(2) "Contract" means our agreement with you based on these terms and the attached documents (if any);

## 2. The Services

2.1 These are the terms and conditions which apply to all services provided by us to you. We reserve the right to change these terms of business in the future.

2.2 No contract exists between you and us until we receive your written acceptance of these terms of business.

## 3. Our charges

3.1 Where we have given you an estimate in respect of our charges, we expect that estimate to adequately cover our charges on the basis of information currently available. However, we reserve the right to revise our estimate if a matter becomes more complex than expected.

3.2 All charges quoted to you are exclusive of any Value Added Tax, which you must also pay at the applicable rate from time to time. In the absence of proof of export outside the European Union, Value Added Tax will be charged on our services where a Work of Art is imported into the United Kingdom from outside the European Union.

3.3 We may invoice you following the end of each month in which we provide our services to you, or at such other times as we expressly agree with you.

## 4. Payment

4.1 All sums payable shall be paid by you (together with any applicable Value Added Tax, and without any set-off or deduction) within one calendar month of the date of our invoice.

4.2 If you do not pay us by the due date we shall be entitled, without limiting any other rights we may have, to:

(1) Cancel the Contract or suspend our services to you; and

(2) Charge interest on the outstanding amount at the rate of 8 per cent above the base rate from time to time of the Royal Bank of Scotland plc from the due date until the date of receipt of cleared funds by our bank.

4.3 In the event that an invoice has not been paid by you within six months of the due date we reserve the right to sell any Work of Art at the best price readily obtainable and (after deducting all reasonable storage and selling expenses) account to you for the excess.

## 5. Delivery

5.1 Delivery of any Work of Art will be made by you collecting it from our premises at any time after we have notified you that it is ready for collection.

5.2 If you fail to take delivery of a Work of Art (otherwise than by reason of any cause beyond your reasonable control) within 30 days of being notified that the Work of Art is ready for collection then, without limiting any other right or remedy available to us, we may store the Work of Art until actual delivery and charge you for the reasonable costs (including insurance) of storage.

## 6. Warranties and Liability

6.1 We shall have no liability to you for any loss, damage, costs, expenses or other claims for compensation arising from any instructions or information supplied by you which is incomplete, incorrect, inaccurate, illegible, out of sequence or in the wrong form, or arising from their late arrival or non-arrival, or any other fault of you.

6.2 We shall have no liability to you for any loss, damage, costs, expenses or other claims for compensation arising from any damage that occurs to the Work of Art while it is in transit. **IT IS YOUR RESPONSIBILITY TO INSURE THE WORK OF ART WHILE IT IS IN TRANSIT.**

6.3 We shall have no liability to you for any loss howsoever arising whilst the Work of Art is in our care or custody save in the case of proven negligence. **IT IS YOUR RESPONSIBILITY TO INSURE THE WORK OF ART WHILE IT IS IN OUR CARE.**

6.4 Except in respect of death or personal injury caused by our negligence, or as expressly provided in these Terms, we shall not be liable to you by reason of any representation (unless fraudulent), or any implied warranty, condition or other term, or any duty at common law, or under the express terms of the Contract, for any loss of profit or any indirect, special or consequential loss, damage, costs, expenses or other claims (whether caused by the negligence of us, our servants or agents or otherwise) which arise out of or in connection with the provision of our services (including any delay in providing or failure to provide our services) or their use by you, and our entire liability under or in connection with the Contract shall not exceed the amount of £1,000,000. We limit our liability to this amount and you are responsible for making your own arrangements for insurance cover over and above this sum.

6.5 We shall not be liable to you or be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform, any of our obligations in relation to our services, if the delay or failure was due to any cause beyond our reasonable control.

6.6 Any representation or statement made by us as to authorship, origin, date, age, size, materials, attribution, genuineness or condition of a Work of Art will be made in good faith and to the best of our knowledge, but are statements of opinion only and should not be taken as warranties or representations of fact.

## 7. Termination

7.1 If the Contract is terminated because of a breach by you, you agree to compensate us for any loss, (including loss of profits), costs, damages, charges and expenses arising out the breach.

## 8. Confidentiality and Data Protection

8.1 We undertake to you that we shall not divulge or communicate to any person, except as may be required by law or any legal or regulatory authority, any information given by you to us which is confidential.

8.2 Any information provided by us to you which we designate to be confidential must be treated as such by you.

## 9. Copyright

9.1 Where we provide you with any documents including, but not limited to treatment reports, condition reports or other documents prepared by us in relation to our services then the copyright in them remains with us.

## 10. Bribery

10.1 The Company does not tolerate any form of bribery as defined by the UK legislation, Bribery Act 2010

## 11. General

11.1 These Terms (together with the terms, if any, set out on the attached documents) constitute the entire agreement between the parties, supersede any previous agreement or understanding and may not be varied except in writing between the parties. All other terms, express or implied by statute or otherwise, are excluded to the fullest extent permitted by law.

11.2 No failure or delay by either party in exercising any of its rights under the Contract shall be deemed to be a waiver of that right, and no waiver by either party of any breach of the Contract by the other shall be considered as a waiver of any subsequent breach of the same or any other provision.

11.3 If any provision of these Terms is held by any court or other competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of these Terms and the remainder of the provision in question shall not be affected.

11.4 English law shall apply to the Contract, and the parties agree to submit to the non-exclusive jurisdiction of the English courts.