

TERMS AND CONDITIONS OF CONTRACT BASED ON STANDARD CONTRACT PRODUCED BY THE UNITED KINGDOM INSTITUTE FOR CONSERVATION

1.
 - i. The Client hereby confirms that they have full authority in relation to authorising and directing the works undertaken by the Conservator within the terms of his/her contract. The Client also accepts full responsibility for payment to the Conservator in accordance with this Contract.
 - ii. If the Client is a disclosed or undisclosed agent for a Principal then the details of that arrangement cannot be the responsibility of the Conservator. The "I have not been paid myself yet" excuse is excluded by this contract.
 - iii. If the Client as agent wishes to avoid liability then the Conservator can contract direct with the Principal

2. CONSERVATOR

The Conservator agrees with the Client to use all reasonable care and due diligence in carrying out the works specified in the Instructions Confirmation.

3. ESTIMATES AND COSTS LIMITS

On request the conservator will provide an estimate of costs. If is not a contractually binding final cost but a preliminary guide. In the nature of restoration unforeseen problems can arise; personal decisions about the extent of work required may need to be made at a later stage of the contract; additional client instructions, specific requests or variations may arise. The client may impose costs limits on work to allow for periodic review.

4. CHARGES

- i. The Conservator's basic hourly rate is as set out in the Instructions Confirmation. This rate applies to conservation work; consultation; research; preparation of reports; telephone, attendances and correspondence.
- ii. Travelling is charged at half the basic hourly rate.
- iii. Expenses for materials used, photographs, travel etcetra are recoverable at cost.

5. DEPOSIT & INTERIM ACCOUNTS

Where required the Conservator may request a deposit before undertaking work.

Interim payments maybe required at the discretion of the conservator subject to the schedule of the job. If such an invoice remains unpaid after 7 days without prejudice to other remedies the Conservator has the right to suspend further work until payment has been made.

6. PAYMENT

Payment of the Final Invoice is due from the Client on receipt or on delivery of goods. 10% of the Invoice value will be charged per week until the Invoice is settled in full.

7. DOCUMENTATION

It is good conservation practice and is in the interest of the Client, the Conservator, and the object to be conserved that a detailed report is made on the condition of the object prior to treatment, and a final report prepared detailing treatment carried out, where necessary interim reports on progress may be helpful. Where the Conservator had prepared a report for the Client on the work to be carried out such report if signed by the Conservator and The Client (or the authorised person) shall be considered a part of this agreement and shall (inter alia) be conclusive evidence of the state of the work to be conserved, the nature of such conservation works and their intended result.

8. INSURANCE

Valuable items need to be insured. Either the Client or the Conservator ought to insure. This contract is based on the Client accepting responsibility to insure in such sums and for such risks as the Client shall think fit and no such insurance is carried by the Conservator, nor shall the Conservator be liable in the event of theft, loss or damage. Under special circumstances following agreement recorded in writing only the Conservator will undertake to obtain insurance for the client for which payment would be due in advance.

9. LIABILITY

The Conservator's liability shall be to the Client only and shall be solely for personal negligence. The Conservator shall not be liable to any other person or for any other risk. Unless specified in the Agreement, the Conservator's liability shall not exceed the fee chargeable under this agreement.

10. RESPONSIBILITY

Where a report has been prepared by the Conservator for the Client either with or without charge the Conservator shall not be liable to the Client in respect of any treatment or other methods recommended in the report unless the Conservator is engaged by the Client to Carry out such work.

11. CANCELLATION

Where the Conservator had been engaged by the Client, under the terms of this agreement and the Agreement is cancelled by the Client prior to completion the Conservator shall be entitled to payment, the cost of work to the date of cancellation and 20% of the balance of the full cost to represent loss of profit.

12. DURATION

The Conservator will complete the work under this agreement with reasonable diligence but any dates given or periods, of time quoted are estimates only and shall not be the ground for any claim for loss or compensation against the Conservator.

13. COMPLETION

Unless stated otherwise agreed, the Conservator shall notify the Client of completion of the works under this agreement by post to the address for the Client noted in the Agreement/Estimate. It is the Client's responsibility to notify a change of address or Telephone number.

14. COLLECTION/STORAGE

Where works of conservation have been carried out at the Conservator's premise the items conserved shall be collected by the Client within two weeks of such notice of completion. If not so collected, the Conservator shall be entitled to charge £20 per week as storage charge until collection and if not collected within three months of the date of such notice then title shall pass to the Conservator who shall be free to sell such object or objects and from the net proceeds to recover such outstanding sums as may be due to the Conservator.

15. COPYRIGHT

The Conservator retains the copyright in all reports drawings or photographs prepared under this agreement which may not be reproduced in whole or in part without the Conservator's consent which may be given on terms or declined with or without reason.

16. ALTERATION

These terms and conditions under the Agreement form the entire agreement between the Conservator and the Client and no alteration shall be binding unless accepted by the other party in writing. This agreement is governed by the provisions of English Law.