



Accredited Paintings Conservator  
Technical Art Consultancy  
Lecturing & Teaching  
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## TERMS AND CONDITIONS

**Contract:** This Agreement is made between Sarah Cove ACR (the Conservator) and the owner/client or owner/client's authorised representative and signatory (the Client) whose details and signature(s) appear in the Agreement for Conservation Services (the Contract). By accepting these Terms and Conditions, the Client confirms that he/she/it is the legal owner of the Item and has all necessary rights and permissions to authorise the Conservator to carry out the agreed work and that there are no restrictions (whether financial or legal) on the Item. The Client shall reimburse the Conservator for all losses suffered by the Conservator in connection with a claim by any Third Party that the Client was not entitled to permit the agreed work to be carried out.

The Conservator shall perform the agreed work (the Services) in accordance with any written specification (including email) agreed between the Conservator and the Client. The Conservator shall use all reasonable care and diligence in carrying out work on any painting(s), frame(s) or associated works of art (the Item) as specified in the Contract. 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 as soon as it arises. 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.

The Conservator shall use reasonable endeavours to meet any completion dates specified by the Client, but time shall not be of the essence for performance of the Services. 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. The Conservator shall keep the Client regularly updated regarding progress towards completion.

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).

**Estimates:** When paintings are received in the studio an examination is usually carried out to confirm any previous Estimate, whether written or verbal, and confirmed to the Client in writing. The estimated cost is indicative only and is not a fixed quotation unless previously agreed with the Client. Unless stated estimates do not cover framing, conservation and framing materials, travelling time and expenses. Transport of the work of art is the responsibility of the owner unless stated, when it will be quoted for separately.

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 this time, the Conservator reserves the right to give a revised estimate, which shall be open for acceptance by the Client for a further period of **one** calendar month.

On acceptance of the Estimate the Conservator will issue an Agreement for Conservation Services (the Contract) to the Client for signature and return. This will usually be accompanied by an invoice for the preliminary fee (see below).

**Payment:** By signing the Agreement/Contract, the Client agrees to pay the Conservator the cost of the work to be carried out in accordance with the following payment terms:

- The Conservator reserves the right to require the Client to pay a preliminary fee. This will usually be half the lowest estimate unless otherwise agreed with the Client in advance. This must be paid by the Client prior to the Conservator beginning the agreed work.
- Fees will usually be charged in two/three instalments. For treatments over £2,000 an interim payment after cleaning and structural work has been completed is usually required.
- The Client agrees to settle any invoice within 30 days of the invoice date. The Conservator reserves the right to cease work on the Item for which payment of any invoice remains outstanding for more than 30 days from the date of the invoice.
- The final balance is due immediately on receipt of the final invoice, or on collection/delivery, whichever is sooner, unless agreed in advance with the Client.

- All fees are exclusive of VAT which is not applicable.

**Late payment/storage charges:** Payment is due from the Client within 30 days of the date of invoice submitted by the Conservator. If an invoice is not paid within 30 days the Conservator reserves the right to raise a 'late payment' charge of £85 plus monthly compound interest on the invoice total at the rate of 5% 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. This interest is payable from the 31st day after the date of the invoice until the date of receipt of cleared funds by the Conservator.

The Conservator reserves the right to levy a storage charge of £100/week per Item for works that are not paid for in full within 30 days of the final invoice date unless previously agreed in writing with the Client.

Late payment and storage charges will be notified to the Client by presentation of a revised final invoice for settlement in full before collection/delivery. The Conservator reserves the right to retain possession of the Item until all invoices relating to the Item have been paid in full. If the Item is not collected within **six months** of the date of notification of completion of the work, 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.

**Insurance:** The Conservator does not insure Items for damage to or loss of the Item whilst in the Conservator's custody, including but not limited to fire, theft and any other accident, unless agreed in writing with the Client in advance of consignment. For this we need a current Valuation for Insurance or written value statement agreed with the Client. Retrospective valuations after treatment has commenced are not accepted by our insurers.

We can transport Items to an overall value of £25,000 in our own vehicle for a nominal additional fee with prior written consent of the Client. Extensions to this cover may be made at a Client's expense with 48-hours' notice.

We are fully covered by Hiscox Professional Art Conservators Insurance and have standard Public and Employers Liability. All reasonable precautions are taken regarding security and the studio is covered by a monitored alarm and a fire detection system. If necessary a copy of our Policy may be forwarded once estimates are formally agreed.

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 value of the work agreed with the Client. Under no circumstances shall the Conservator be liable for any loss of profit or any indirect or consequential loss or damage.

Our Professional Indemnity cover is £500,000. Extensions to this cover may be made at a client's expense with 48-hours' notice. Any such extension will be agreed in writing before treatment commences.

**Cancellation:** Where the Contract is cancelled by the Client prior to completion of the specified work, the Client shall be liable to pay to the Conservator the costs of any treatment and documentation already carried out, plus any additional costs already incurred by the Conservator. Furthermore, the Conservator shall be entitled to require payment of a cancellation fee equivalent to 20% of the estimated costs plus expenses as specified in the Contract.

The Conservator shall not accept any liability for damages, costs, claims and expenses that result from incomplete conservation treatment following cancellation, or during a period of late or non-payment of monies due from the Client.

**Constable Consultancy:** It should be noted that the attribution of a painting is not a straightforward matter and it usually comes only after detailed technical examination, comparison of the materials and techniques with those from Constable's known works and the agreement of scholars on the style and chronology. The acceptance of a fee, before or after an inspection of an art work, does not commit Sarah Cove ACR in any way to an attribution of a painting(s). It simply covers the time necessary to reach a professional opinion based on evidence from some or all of the following, as stated in the Contract:

- An examination of photographs sent by electronic means
- First-hand examination of a painting, technical and/or scientific analysis
- Comparison of the work with data from the Constable Research Project
- Examination of the relevant published literature
- Information about the artist's oeuvre available at the time of the enquiry

- Consultation with Constable scholars and/or conservation colleagues

It should also be noted that UK common law considers authentication decisions to be opinions.

**Copyright:** All original material supplied by the Conservator to the Client, whether in the form of reports, notes, essays, photographs, technical reports, scientific examination and/or analysis results or any other research material, remains the intellectual property of Sarah Cove ACR. No report, essay or other material, whether produced for heritage, commercial or private clients, may be reproduced in print, online or distributed in any form without prior written consent. Consent will not be unreasonably withheld. Copyright to all images remains with Sarah Cove ACR.

**Disputes:** The Conservator is a professionally Accredited member of the UK Institute for Conservation (ICON). As such the Conservator is bound to operate to a Code of Practice and Ethics that is regularly assessed and reviewed by ICON. Any dispute under or in relation to this Agreement should be referred to ICON whose decision shall be final.

**Governing law:** This Agreement 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.

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