

Chris Johns Sculpture

Contemporary Metal Arts

Unit 3, Dene Valley Business Centre, Brookhampton Lane

Kineton

CV35 0JD

07966 948 858

fineartsculpture@gmail.com

www.ChrisJohnsSculpture.co.uk

VAT Number : 206 7899 72

Terms and conditions for sale of work and provision of services 2016

Overview

These terms apply to all business activities by Chris Johns Sculpture unless agreed otherwise in writing. Activities covered include but are not limited to :

1. Sale of work including original work, limited editions and open editions.
2. Commissioned work and bespoke manufacturing
3. Design, development, planning and research work including drawings, models, photographic images and documents.
4. Other professional services including but not limited to : workshops, tuition and instruction,

1 Specification

1. The nature of the work shall be defined by a written specification agreed between the artist and the client. In the absence of a formal specification agreement any written communication, including email between artist and client will be used to infer a specification.
2. The artistic, visual and creative interpretation of the brief and technical specification shall be at the discretion of the artist.
3. Aesthetic or artistic interpretations of the work shall not be considered a defect in any circumstances.
4. Any changes to the agreed brief/specification made by the customer shall be at the discretion of the artist, may be subject to additional charges and may delay delivery.
5. Specifications, schedules and prices quoted are valid for 30 days prior to written agreement.
6. Once accepted, written final specifications, schedules, prices etc supersede any previous offer or agreement either written or verbal.

7. Sketches, drawings, digital models, physical models etc are provided for guidance only and the final product may vary according to practical constraints and artistic interpretation.

2 Intellectual Property and Title to Goods

1. All intellectual property rights, copyright and title to goods and materials shall remain with the artist until payment as been received in full for the work.
2. Unless otherwise agreed in writing the sale of work does not include transfer of ownership of copyright or any other intellectual property rights to the customer.
3. Sale of work does not include supporting work such as preparatory drawings and models unless explicitly stated in writing.
4. On final payment the customer is granted license to exhibit the work only in the form in which it is installed by the artist. The work itself or images of the work in any media may not be exploited for any other purposes without the prior, written permission of the artist.
5. The work may not be destroyed, defaced or modified in any way which could affect its aesthetic or artistic interpretation without the permission of the artist.
6. The customer must, in all circumstance, acknowledge the authorship of the artist when exhibiting the work in any medium including photographic or video images and digital media.
7. Transfer of intellectual property rights will be made only by written agreement signed by both parties.
8. Clients must take all reasonable measures to protect the intellectual property rights of the artist.
9. Copies, reproductions or adaptations of the work in any scale or format may not be made without the written permission of the artist.

3 Liability

1. On taking delivery of the work the customer accepts full liability for all risks including loss, damage or theft of the work and liability for any injury or damage to property arising from the exhibition, storage or other use of the work.
2. Customers are advised to arrange suitable insurance before the delivery date.
3. Work is not suitable for unsupervised exhibition to the general public unless specifically stated in the specification document.
4. If the work is to be exhibited to the public the customer must obtain appropriate public liability insurance to cover the work and carry out a suitable risk assessment.
5. The artist undertakes to carry out the work with due care, attention and professionalism.
6. Claims for defects in materials or workmanship will only be considered in reference to the specification. The specification shall be the sole reference for suitability for purpose, no other claims of suitability in any respect are implied.
7. Any claim under warranty must be referred to the artist in the first instance. The

artist will not be liable for costs arising for work carried out by the client without consent.

8. Any unauthorised modifications to the work will render any warranty whether stated or implied void. Temporary modifications required to make the work safe or secure in exceptional circumstances arising from accidental or deliberate damage are excepted.
9. In the event of accidental or deliberate damage to the work the artist should be informed as soon as practically possible.
10. The customer is responsible for obtaining any and all permissions required for the exhibition and installation of the work. This includes any statutory obligations such as planning regulations and any requirements under contracts, covenants etc with other parties.
11. The client assumes final responsibility for ensuring that the work, as specified, is safe, suitable and appropriate for its intended site and application. The artist undertakes to take all reasonable steps to disclose information and provide advice relevant to this decision so far as they are qualified to do so.

4 Payment and Delivery

1. The artist undertakes to complete work within a reasonable time-frame.
2. Estimates of cost and delivery dates are for guidance only and are not binding unless otherwise agreed in writing.
3. Estimates are valid for 30 days.
4. The timetable may be altered by the agreement of both parties.
5. Delivery deadlines are conditional on the client placing a written order and agreeing to these terms and conditions.
6. Installation dates for outdoor work are subject to weather conditions, access and the installation site being in a generally safe condition.
7. Where a schedule of staged payments has been agreed the artist will not be liable for delays caused by late payments or changes to the specification requested by the client. In the case of late payment work may be suspended, without penalty to the artist, until payment is received.
8. Fees for completed design work or fabrication are not refundable.
9. Unless agreed otherwise, in writing, all work carried out at the request of the customer in addition to the agreed specification will be charged according to a standard scale of fees.
10. If any payment is more than 60 days late the artist will have the option of withdrawing from any agreement without penalty to the artist. In this case no refund will be made of payments already received and any additional fees or expenses arising up to this point may be charged.
11. The artist will not be liable for delays caused by circumstances outside of his reasonable control.
12. If any payment is not made in full by the agreed date then any and all materials

purchased and finished or unfinished work will remain the property of the artist and no refund of payments already made for fees, work done or materials will be made.

5 Quality

1. In terms of quality and suitability work supplied shall be considered only as works of art and no fitness for any other purpose is implied unless specifically stated in specification documents.
2. The artist shall in no circumstances be liable for defects arising from abuse, vandalism, inadequate maintenance, fair wear and tear or display or storage in conditions other than those agreed in writing.
3. Work is normally guaranteed against defects in materials and workmanship for a period of 12 months. Because the material qualities of sculpture can vary considerably what constitutes a defect shall be considered in relation to individual specifications. No warranty is applicable to work which is essentially temporary or ephemeral in nature due to its materials, design or the conditions of the site.
4. Should any defect arise during the guarantee period the artist should be informed as soon as reasonably possible and given adequate opportunity to inspect and rectify the problem.
5. The artist shall not be liable for any consequential damages arising from defects, except as provided for by law.
6. Unless agreed in writing the artist is not responsible for maintenance of work supplied other than rectification of defects in materials or workmanship as set out in these terms.

6 Cancellation

1. Where completed goods are offered for sale the customer may cancel the order at any time within 14 days of it being received. If the work has already been delivered or installed the customer is liable for the costs of recovering the work.
2. Where work has been manufactured to a customer's specification no refunds will be given for work already carried out including design fees, labour, materials used or ordered or any other expenses incurred in the course of the work up to receipt of notice of cancellation.
3. Additional cancellation fees may be charged to cover reasonable expenses incurred in carrying out the order up to the date of receipt of written notice of cancellation.
4. Professional services : individual bookings such as workshops may be cancelled with at least 5 days prior notice without charge. Cancellations made after this point may incur a cancellation fee. The standard cancellation fee is £50 per day booked outside of the notice period plus any other expenses incurred.

7 Applicability

1. These terms are subject to UK law
2. Where a separate written agreement is made with a customer (including specifications, contracts and other agreements in writing) that agreement shall supersede these terms in the case of any conflict between them.

8 Rates, Fees and Charges

Note that all fees may be subject to alteration at any time.

Standard scales of fees are as follows :

1. **Day rate** : £260 per day / £140 per part day. A part day is defined as up to 4 consecutive hours work including travel and attendance.
2. **Project rate** : £180 per day : this rate may be offered at the discretion of the artist for larger projects where multiple days are booked in advance or for regular or recurring commissions. Note that this discounted rate does not apply automatically.
3. **Materials** : material costs will be based on current market value and may include allowances for wastage, storage and procurement costs.
4. **Travel** : the standard day rate includes reasonable road travel expenses. Additional charges may be made for additional expenses such as air, sea or rail travel as well as overnight accommodation.
5. **Fixed Fees** : in some cases work will be carried out for an agreed fixed fee.

9 Exhibition and Loan of Work

1. This section covers any circumstances where work is temporarily given over to the custody of a third party for any reason including for the purpose of public or private exhibition.
2. No commission or any other fee relating to the sale of work or its storage, insurance or maintenance will be paid by the artist without a written agreement, signed by both parties, in place at the time of the initial handover of the work.
3. Work should be displayed, handled and stored in a manner which is safe and secure to the satisfaction of the artist.
4. All work must be signed for on delivery and is the sole responsibility of the client while in their custody until it has been safely returned to the artist. Any loss or damage may be charged.
5. The artist should be credited whenever the work or images of the work are displayed.
6. All copyright and moral rights are reserved by the artist. The work or images of the work may only be used with the written permission of the artist and only for purposes agreed in writing.
7. If any of these terms are not met the work may be withdrawn without notice and

any resulting expenses charged

8. Images of the work used for promotional purposes must be of high quality, appropriate to the image medium and accurately represent it.