



## HALL CONSERVATION LTD

UNIT 5, STUDIO 109, HARRINGTON WAY, LONDON, SE18 5NR

TEL: 0208 855 8567 EMAIL: mail@hallconservation.com

WEBSITE: www.hallconservation.com

# Terms and Conditions

## 1 Parties to the agreement

This agreement is made between Hall Conservation Ltd and the Client whose respective details appear in the Contract overleaf.

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.

Each of these terms and conditions apply as between Hall Conservation Ltd and the Client except as specified in the Contract or otherwise agreed in writing signed by a Hall Conservation Ltd Signatory and the Client (or its Authorised Signatory).

## 2 Description of Item

In order for us to provide the best service possible, you must ensure that the description and condition of the Item agreed in the Contract is accurate, and by signing the Contract overleaf, you confirm that you agree to the description and condition of the Item.

## 3 Agreed documentation

In order for Hall Conservation Ltd to provide the services to the Client, both Hall Conservation Ltd and the Client agree that:

- a) prior to any work being carried out by Hall Conservation Ltd, an accurate and detailed written preliminary report shall be agreed between Hall Conservation Ltd and the Client as to the condition of the Item, summary details of which appear overleaf.
- b) for lengthy or complicated works, interim "progress" reports shall be made by Hall Conservation Ltd. Any such report if signed by a Hall Conservation Ltd Signatory 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.
- c) after completion of the work by Hall Conservation Ltd, a final report shall be made by Hall Conservation Ltd detailing the work carried out by Hall Conservation Ltd and the condition of the Item.
- d) a photographic record of the condition of the Item shall be made by the Hall Conservation Ltd and maybe used on our digital platforms.

Hall Conservation Ltd retains the copyright and other associated rights in all reports, drawings, photographs or other forms of documentation made under or in relation to the Contract. Such reports, drawings or photographs or other documentation 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 Directors of Hall Conservation Ltd thinks fit or declined with or without reason.

## 4 Agreed Work

Hall Conservation Ltd shall perform the agreed work set out in clause 4 of the Contract in accordance with any written specification agreed between Hall Conservation Ltd and the Client and attached to this agreement.

By accepting these Terms and Conditions, the Client confirms that he/she/it is the legal owner of the Item or has all necessary rights and permissions to authorise Hall Conservation Ltd to carry out the agreed work and there are no restrictions (whether financial or legal) on the Item. The Client shall reimburse Hall Conservation Ltd for all losses suffered by the Hall Conservation Ltd in connection with any claim by any third party that the Client was not entitled to permit the agreed work to be carried out.

Hall Conservation Ltd shall use all reasonable care and diligence in carrying out the agreed work. Hall Conservation Ltd may refuse requests not agreed in the Contract.

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. Accordingly, the Client shall not seek to reject all or part of the Item, or make a claim against Hall Conservation Ltd, on the basis of any such natural variations or deteriorations.

The Client hereby acknowledges that the need for further work may arise during the undertaking of the agreed work. Hall Conservation Ltd 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 Hall Conservation Ltd and the Client in writing before additional work is begun.

## 5 Time

On receipt of the signed Contract Hall Conservation Ltd will schedule the agreed work and notify the Client of the estimated 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 although Hall Conservation Ltd will (subject to its duty to take reasonable care) endeavour to complete the agreed work as efficiently and as quickly as possible and within the estimated time.

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## 6 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, Hall Conservation Ltd reserves the right to give a revised estimate, which shall be open for acceptance by the Client for a further period of two calendar months.

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

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Hall Conservation Ltd reserves the right to require the Client to pay a deposit to cover Hall Conservation Ltd's anticipated costs of commencing the agreed work, based upon the scale of the work and anticipated associated costs. If a deposit is required, **it must be paid by the Client prior to Hall Conservation Ltd beginning the agreed work.**

All estimates given are exclusive of VAT which shall be payable at the applicable rate.

## 7 Additional costs

The Client agrees to pay Hall Conservation Ltd, in accordance with the payment terms below, all out of pocket costs reasonably and necessarily incurred by Hall Conservation Ltd in carrying out the work specified in the Contract, such expenses to include (but not be limited to) the cost of estimates, materials, equipment hire, travel, carriage, research, technical analysis, visits, photographs and consultation. The Client shall be notified in writing where any such costs are likely to exceed the amount specified in the Contract.

## 8 Completion

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

## 9 Terms of payment

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

If any invoice is not paid within thirty days the invoice total shall bear compound interest at the rate of 3% above the base lending rate determined by the Bank of England, such interest being payable from the invoice due date until the date of receipt of cleared funds by Hall Conservation Ltd

Hall Conservation Ltd 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 invoice.

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

## 10 Collection and Storage

Where delivery and/or collection is to be arranged by the client, the Item shall be collected by the Client (or the Authorised Signatory) from Hall Conservation Ltd's premises within one calendar month of notification of completion. Where delivery/collection is arranged by Hall Conservation Ltd, the Client shall make themselves ready to receive within one calendar month of notification of completion. If not so collected or delivered, Hall Conservation Ltd shall be entitled to charge the storage charge specified in the Contract to cover Hall Conservation Ltd's reasonably incurred storage costs, such storage charge being payable from the date on which the one calendar month collection period expires until the date of collection. If the Item is not collected within six months of the date of notification of completion then, after giving 30 days' written notice of its intention to do so, Hall Conservation Ltd shall be entitled to sell all or part of the Item to recover from the net proceeds of sale any unpaid sums as may be due to Hall Conservation Ltd under or in relation to this agreement. If Hall Conservation Ltd does sell all or part of the Item and the proceeds of sale are greater than the sums due, Hall Conservation Ltd shall pay to the Client any excess amount less the costs associated with the sale of such Item. Hall Conservation Ltd shall use its best endeavours to obtain the best price obtainable for the Item.

## 11 Cancellation

Where the Contract is cancelled by the Client prior to completion of the agreed work, the Client shall be liable to pay to Hall Conservation Ltd the cost of any documentation and work already carried out and any additional costs reasonably incurred by Hall Conservation Ltd prior to the date of cancellation, which may include (but is not limited to) the costs of travel, equipment hire, raw materials purchased in respect of the agreed work and time spent by Hall Conservation Ltd on the agreed work, pro rata the agreed estimate. Any deposit paid by the Client in accordance with clause 6 above may be applied to pay these costs and, if the deposit paid by the Client is greater than the costs incurred by Hall Conservation Ltd, the excess shall be paid to the Client.

Unless Hall Conservation Ltd is negligent in undertaking the agreed work up until the date of cancellation by the Client, Hall Conservation Ltd will not accept any liability for any damages, costs, claims and expenses which result from incomplete conservation treatment following cancellation or nonpayment of money due from the Client to the extent that such loss would not have arisen had such agreed work been completed.

## 12 Risk

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If the agreed work is undertaken on the Hall Conservation Ltd's premises, the Hall Conservation Ltd shall be responsible for the risk of damage to or loss of the Item whilst in the Hall Conservation Ltd's custody. However, the Client shall be responsible for arranging transit of the Item to and from the Hall Conservation Ltd's premises unless otherwise agreed in writing and the Client shall be responsible for the insurance of the Item whilst in transit. If the agreed work is undertaken on the Client's premises, then (a) Hall Conservation Ltd shall be responsible for any loss or damage to the Item caused as a result of the Hall Conservation Ltd's negligence, or (b) in all other circumstances the Client shall be responsible for any loss or damage to the Item and shall take all necessary steps to insure the Item.

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### **13 Liabilities**

Hall Conservation Ltd is excluded from all liability to the Client except for professional liability involving the neglect or default of the Hall Conservation Ltd, his servants or agents. Under no circumstances shall the Hall Conservation Ltd's liability include losses related to any business of the Client such as loss of profit. This clause shall not exclude the Hall Conservation Ltd's liability for any death or personal injury caused by the Hall Conservation Ltd.

### **14 Third parties**

Where Hall Conservation Ltd recommends to the Client any work to be carried out whether such recommendation is made in a report or otherwise, Hall Conservation Ltd 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 Hall Conservation Ltd to carry out such work.

### **15 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 Hall Conservation Ltd Signatory and the Client (or its Authorised Signatory).

### **16 Arbitration**

Any dispute or difference arising out of or in connection with this Contract shall, if agreed by both Hall Conservation Ltd and the Client in advance, be referred to be determined by the appointment of a single arbitrator to be agreed between the parties, or failing agreement within fourteen days, after either party has given to the other a written request to concur in the appointment of an arbitrator, by an arbitrator to be appointed by the President or a Vice President of the Chartered Institute of Arbitrators.

### **17 Governing Law**

This Contract shall be governed by and construed in accordance with English law. Subject to clause 16 above, the parties agree that any dispute between them will only be dealt with by the English courts, provided that, if the Client lives in a part of the United Kingdom other than England, the applicable law of that part of the United Kingdom will govern and any dispute will only be dealt with by the courts there.



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