

Terms and Conditions of Sale

It is important that you read and understand these terms and conditions before proceeding with any transaction. If there is any term that you do not understand or do not wish to agree to, please discuss it with Anna Clare. Only proceed with this transaction if you wish to be bound by the terms and conditions set out below.

IT IS AGREED as follows:

1. Definitions and interpretation

- 1.1. In this Agreement, unless the context requires otherwise:
 - (a) words and expressions that are defined in the Copyright, Designs and Patents Act 1988 shall bear the same meanings in this Agreement;
 - (b) words importing the singular number shall include the plural and vice versa;
 - (c) words importing any particular gender shall include all other genders;
 - (d) references to persons shall include bodies of persons, whether corporate or incorporate; and
 - (e) words importing the whole shall be treated as including a reference to any part of the whole.
- 1.2. References in this Agreement to clauses, schedules and exhibits are to clauses of and schedules and exhibits to this Agreement, except where otherwise expressly stated.
- 1.3. The expression 'copyright' shall include the entire copyright, design right, rental right, right to authorise or prohibit lending, database right, right of communication to the public and distribution right subsisting now or created at any time in the future under the laws of the United Kingdom and all analogous rights subsisting now or created at any time in the future under the laws of each and every other jurisdiction throughout the world.
- 1.4. Headings are used in this Agreement for the convenience of the parties only and shall not be incorporated into this Agreement and shall not be deemed to be any indication of the meaning of the clauses, schedules or exhibits to which they relate.

2. Recital

- 2.1. The Artist has agreed to sell the Pictures to the Client on the terms and conditions set out in this Agreement.

3. Payment of the Price

- 3.1. The Client shall pay to the Artist the full Price without any deductions whatsoever to the Artist's Bank Account. Payment will have been deemed to have been made only once the Artist's Bank Account has been credited with the full Price without any deductions whatsoever.
- 3.2. Title in the Pictures do not pass from the Artist to the Client until the full Price has been received in the Artist's Bank Account.
- 3.3. Further, until the Price has been credited to the Artist's Bank Account and title in the Pictures have passed from the Artist to the Client, the Client is not entitled to collect the Pictures.

3.4. The Client undertakes to:

- (a) obtain adequate insurance for the Pictures prior paying the Price; and
- (b) collect the Pictures at its own expense and risk

4. Copyright

4.1. For the avoidance of doubt, the Artist shall retain copyright in the Pictures.

5. Moral rights

5.1. The Artist asserts to the Client, the Client's assigns and the Client's successors in title her moral right to be identified as the author of the Pictures (including without limitation her right to be identified in the event of any public exhibition of the Pictures) in accordance with the Copyright, Designs and Patents Act 1988 Sections 77 and 78.

6. Artist's resale right

6.1. If the Client or the Subjects or either of them sells the Pictures, the Artist may be entitled to a royalty pursuant to the Artist's Resale Right Regulations 2006.

7. Force majeure

7.1. If either party is prevented from fulfilling its obligations under this Agreement by reason of any supervening event beyond its control (including, but not limited to, war, national emergency, flood, earthquake, or illness), the party unable to fulfil its obligations ('the Incapacitated Party') shall immediately give notice of this to the other party and shall do everything in its power to resume full performance of its obligations as soon as possible.

7.2. Subject to compliance with the requirements of clause 9.1.1, the Incapacitated Party shall not be deemed to be in breach of its obligations under this Agreement during the period of incapacity, and the other party shall continue to perform its obligations under this Agreement save only in so far as they are dependent on the prior performance by the Incapacitated Party of obligations which it cannot perform during the period of incapacity.

7.3. If the period of incapacity exceeds 6 months, then this Agreement shall automatically terminate, unless the parties first agree otherwise in writing.

8. Whole agreement

8.1. This Agreement contains the whole agreement between the parties and supersedes any prior written or oral agreement between them in relation to its subject matter, and the parties confirm that they have not entered into this Agreement upon the basis of any representations that are not expressly incorporated into this Agreement. No oral explanation or oral information given by any party shall alter or affect the interpretation of this Agreement.

9. Reservation of rights

9.1. All rights not specifically and expressly granted to the Client by this Agreement are reserved to the Artist.

9.2. Property in the Pictures does not pass to the Client until the Price has been paid in full.

10. Proper law and jurisdiction

10.1. This Agreement shall be governed by English law in every particular, including formation and interpretation, and shall be deemed to have been made in England, and the parties agree to submit to the exclusive jurisdiction of the English Courts.

11. Notices

11.1. Any notice, consent or the like in the relation to this Agreement shall not be binding unless in writing and sent to the party to be notified by first-class registered post at its address as set out above or as otherwise notified in accordance with this clause.

12. No modification

12.1. This Agreement may not be modified except by an instrument in writing signed by both of the parties or their duly authorised representatives.

13. Waiver

13.1. The failure by either party to enforce at any time or for any period any one or more of the terms or conditions of this Agreement shall not be a waiver of them, nor of the right at any time subsequently to enforce all terms and conditions of this Agreement.

14. Severance

14.1. If any provision of this Agreement is declared by any judicial or other competent authority to be void, voidable, illegal or otherwise unenforceable, or if indications of this are received by either of the parties from any relevant competent authority, the parties shall amend that provision in such reasonable manner as achieves the intention of the parties without illegality, or at the discretion of the Clients, that provision may be severed from this Agreement, and in either event, the remaining provisions of this Agreement shall remain in full force and effect.

15. Rights and remedies cumulative

15.1. All rights and remedies available to the parties under the terms of this Agreement and under the general law shall be cumulative, and no exercise by either of the parties of any such right or remedy shall restrict or prejudice the exercise of any other right or remedy granted by this Agreement or otherwise available to it.

16. Third parties

16.1. Nothing contained in this Agreement is intended to be enforceable pursuant to the Contracts (Rights of Third Parties) Act 1999 by any third party.