



COODE CONSERVATION PARTNERSHIP

Terms and Conditions

1. Interpretation

1.1. In these conditions:

“The Client” means the person, firm or body corporate whose respective details appear in the Contract. Where the Client is not an individual the Client hereby warrants that the authorised signatory whose details appear in the Contract has the Client’s full authority in all aspects in relation to the Contract;

“The Contract” comprises all written material including recommendations, proposals, quotes and other submitted to the Client by the Partnership and agreed in respect of the work to be carried out on the Object;

“The Estimate” means the non-binding estimate provided by the Partnership to the Client setting out the Partnership’s estimated fees for carrying out the Work;

“The Object” means the item or items upon which the Partnership is requested to and/or carries out the Work;

“The Partnership” means Coode Conservation Partnership; and

“The Work” comprises the work set out in the Contract.

1.2. The headings in these conditions are for convenience only and shall not affect their interpretation.

2. Basis of Work

- 2.1. The Partnership shall carry out the Work for the Client in accordance with the Estimate subject to these conditions.
- 2.2. No variation to these conditions shall be binding unless agreed in writing.
- 2.3. The Partnership reserves the right to subcontract any part of the Work which in the reasonable opinion of the Partnership requires specialist services.
- 2.4. The Partnership shall not be liable for any damage to the Object once the Object has been removed from the Partnership’s premises and, in particular, shall have no responsibility in respect of any damage suffered by the Object as a result, whether direct or indirect, of any acts or omissions of the Client, its agent or employees. It is the responsibility of the Client to request advice about the care and handling of the Object after the completion of the Work.
- 2.5. The Partnership shall use all reasonable care and diligence in carrying out work on the Object.
- 2.6. The Partnership shall use reasonable endeavours to provide and complete the Work in accordance in all material respects as set out in the Contract, subject to condition 2.7 below.
- 2.7. The Client hereby acknowledges that the Object 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 Object. Accordingly the Client shall not seek to reject all or part of the Object, or make a claim against the Partnership on the basis of such natural variations or deteriorations.
- 2.8. Where the Work is to be carried out on site, the Client shall provide the Partnership, in a timely manner and at no charge, with access to the site, data and other facilities as required by the Partnership; and inform the Partnership of all health and safety rules and regulations and any other reasonable security requirements that apply at the site.
- 2.9. The Client shall be liable to pay to the Partnership, on demand, all reasonable costs, charges or losses sustained or incurred by the Partnership (including, without limitation, any direct, indirect or consequential losses, loss of profit and loss of reputation, loss or damage to property and those arising from injury to or death of any person and loss of opportunity to deploy resources elsewhere) arising directly or indirectly from the Client’s fraud, negligence, failure to perform or delay in the performance of any of its obligations under the Contract, subject to the Partnership confirming such costs, charges and losses to the Client in writing.
- 2.10. By accepting these conditions, the Client hereby warrants to the Partnership that the Client is the legal owner of the Object or has all necessary rights, licences and permission to authorise the



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Partnership to carry out the Work, and that the Object is free of all liens, charges and encumbrances of any nature. The Client shall indemnify and hold the Partnership harmless against all costs, claims, liabilities, damages and expenses incurred by the Partnership in connection with any claim by any third party that the Client was not authorised to permit the Work to be carried out.

- 2.1.1. The Partnership will not be held liable for delay or non-performance of the Work where it would be inadvisable, uneconomic or commercially impractical, illegal or impossible to carry out the Work due to acts of God (such as, but not limited to, fires, explosions, earthquakes, drought, hurricanes, and floods), war, terrorism or threats of terrorism, civil disorder, government actions, labour strikes or disruptions, fire, disease or medical epidemics or outbreaks, and curtailment of transportation facilities preventing or delaying attendance the Partnership or its subcontractors, and any other events, including emergencies or non-emergencies.

3. Cost

- 3.1. The Partnership may, on notice to the Client, increase any Estimate given to the Client:
 - 3.1.1. if the Partnership discovers the need for further work;
 - 3.1.2. if the Partnership considers further work is necessary on conservation grounds;
 - 3.1.3. where additional work is executed at the Client's request;
 - 3.1.4. to reflect any increase in cost to the Partnership which is due to any factor beyond the Partnership's control or Client's failure to provide the Partnership adequate information or instructions. If the Partnership's performance of its obligations under the Contract is prevented or delayed by any act or omission of the Client, its agents, subcontractors, consultants or employees, the Partnership shall not be liable for any costs, charges or losses sustained or incurred by the Client arising directly or indirectly from such prevention or delay; or
 - 3.1.5. where the Estimate given to the Client is not accepted within three calendar months, whereupon the Partnership reserves the right to give a revised Estimate, which shall be open for acceptance by the Client for a further period of three calendar months.
- 3.2. The price estimated or actual excludes VAT.
- 3.3. There may be a variance of up to 10% either way between the Estimate and the actual cost (i.e. the Partnership may estimate £1,000 +VAT but the invoiced amount may be between £900 and £1,100 +VAT).
- 3.4. The Client agrees to pay the Partnership, in accordance with the payment terms below, all out of pocket expenses reasonably and necessarily incurred by the Partnership in carrying out the Work specified in the Contract, such expenses to include (but not be limited to) the cost of consultation, estimates, materials, equipment hire, travel, carriage, research, technical analysis, visits, additional digital images and any unreasonable delay or waiting on site at the behest of the Client. The Client shall be notified in writing where any such costs are likely to exceed the amount specified in the Contract.

4. Agreed Documentation

- 4.1. Where agreed between the Partnership and the Client as part of the Contract:
 - 4.1.1. prior to the Work being carried out the Partnership shall provide a written condition report and treatment proposal to the Client;
 - 4.1.2. if the Work is lengthy or complicated, interim "progress" reports may be made by the Partnership; and
 - 4.1.3. after completion of the Work by the Partnership, a final report shall be made by the Partnership detailing the work carried out and the condition of the Object.
- 4.2. A photographic record of the condition of the Object shall be made by the Partnership and may be used on any of its digital platforms.
- 4.3. The Partnership 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 Partnership's written consent which may or may not be given on such terms as the Partnership thinks fit or declined with or without reason.

5. Time

- 5.1. Once the Contract has been agreed between the Partnership and the Client, the Partnership will schedule the Work and notify the Client of an estimated completion date.



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- 5.2. This estimated completion date will be approximate, and although the Partnership will use reasonable endeavours to complete the Work by this estimated completion date the Partnership will not be liable for any delay in completion of the Work however caused.
- 5.3. Time for completion shall not be of the essence unless previously agreed by the Partnership in writing.

6. Completion

- 6.1. The Partnership shall notify the Client of completion of the Work in the manner specified in the Contract. It is the Client's responsibility to notify the Partnership of any change of telephone/email address/address.

7. Collection and Storage

- 7.1. Where delivery and/or collection of the Object is to be arranged by the Client, the Object shall be collected by the Client or its authorised agent from the Partnership's premises within one calendar month of being notified of completion.
- 7.2. Where delivery is to be arranged by the Partnership, the Client shall make themselves ready to receive the Object within one calendar month of notification of completion.
- 7.3. If the Client fails to make the arrangements necessary to comply with conditions 7.1 or 7.2 above, the Partnership shall be entitled to charge a reasonable fee for storage in accordance with the size and nature of the Object. This storage charge shall be payable from the date on which the one calendar month notice expires until the date of collection/delivery.
- 7.4. If the Object is not collected within three months from the date of notification of completion then, after giving 30 days written notice of its intention to do so, the Partnership shall be entitled to sell all or part of the Object to recover from the net proceeds of sale any unpaid sums as may be due to the Partnership under or in relation to the Contract. If the Partnership does sell all or part of the Object and the proceeds of sale are greater than the sums due, the Partnership shall pay to the Client any excess amount less the costs associated with the sale of the Object. The Partnership shall use its reasonable endeavours to obtain a reasonable price in line with current market conditions for the Object.

8. Terms of Payment

- 8.1. On completion of the Work the Partnership shall send the Client a VAT invoice. The Client shall pay for the Work on receipt of this invoice.
- 8.2. The Partnership reserves the right, where the likely costs of the Work exceed or are expected to exceed £1,000 (exclusive of VAT), to require staged payments from the Client on completion of £1,000 (exclusive of VAT) of the Work.
- 8.3. If the Client does not pay any invoice within 28 days of the date of the invoice (time to be of the essence) then:
 - 8.3.1. the Partnership reserves the right to cease work on the Object until payment in full is received;
 - 8.3.2. the Client shall pay interest on the amount stated in the invoice at a rate of 4% above the base lending rate of the Bank of England, calculated daily;
 - 8.3.3. the Partnership shall be entitled until payment of all sums due to the Partnership to exercise a lien over the Object or any other objects belonging to the Client which is/are in the Partnership's possession or power; and
 - 8.3.4. if payment is then not received after two further written requests for payment, the Partnership reserves the right to sell the Object to which the invoice relates in order to recover the outstanding debt, together with any interest, transport and storage charges, together with any other costs incurred. Any balance of the sale proceeds will be returned to the Client.

9. Cancellation

- 9.1. Where the Contract is cancelled by the Client prior to completion of the Work:
 - 9.1.1. the Client shall be liable to pay to the Partnership the costs of any documentation and work already carried out, along with any costs already incurred by the Partnership in connection with the Contract; and
 - 9.1.2. the Partnership shall, in addition to the charges specified in condition 9.1.1, be entitled to require payment of a cancellation fee equivalent to 20% of the Estimate.
- 9.2. Any deposit paid by the Client may be applied to the payment of the costs specified in condition 8.1 above. If the deposit paid by the Client is greater than any costs charged by the Partnership under condition 9.1, the balance shall be returned to the Client.



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- 9.3. The Partnership will not accept any liability for any damages, costs, claims or expenses which result from incomplete conservation treatment following cancellation or non-payment of money from the Client.

10. Risk

- 10.1. All reasonable care will be given the Object while in the custody of the Partnership, but the Partnership shall not be liable for any loss or damage to the Object, including consequential loss, while the Object is in the Partnership's possession or control or that of its duly appointed sub-contractors, unless such loss or damage is due to the negligence of the Partnership or its sub-contractors.
- 10.2. Without prejudice to the generality of clause 10.1 above, the Partnership shall not be liable for any damage to the Object as a result of any process applied or work done to the Object by the Partnership or its duly appointed sub-contractors, unless that damage is due to the negligence of the Partnership or its sub-contractors. There is always a degree of risk in conservation and restoration work, and whilst the Partnership does its best to minimise that risk it cannot be avoided altogether.
- 10.3. The Partnership shall not be liable for any loss or damage to Objects sustained whilst in transit to or from the Partnership's premises whether or not the Partnership is providing carriage.
- 10.4. In any event, and notwithstanding anything contained in these conditions, the Partnership's liability in contract, tort, (including negligence or breach of statutory duty) or otherwise, and whatever the cause thereof, arising by reason of or in connection with the Work (except in relation to death or personal injury caused by the wilful act or negligence of the Partnership or its employees or sub-contractors whilst acting in the course of their duties in connection with the Work) shall be limited to the sum insured by the Partnership at the time.
- 10.5. It is the Client's responsibility to ensure that the Object is covered by the Client's own insurance policy at all times, including whilst in transit and at the Partnership's premises and, where relevant, at the premises of a sub-contractor. However, if specifically requested in writing the Partnership will cover the Object under its own policy, at cost to the Client, subject to an insurance value being provided by the Client. The Partnership takes no responsibility for the valuation. If insurance is specifically requested and no insurance value is agreed, the Partnership's insurance will be limited to the amount specified in their insurance policy for any one item, pair and/or set. The Partnership's insurance is subject to the terms and conditions of its insurance policy, a copy of which is available on request.
- 10.6. Subject as expressly provided in these conditions, all warranties conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.
- 10.7. Nothing in these conditions shall affect the statutory rights of a consumer.
- 10.8. These conditions shall prevail over any other terms whether express, implied or otherwise.

11. General

- 11.1. Any notice required to be given by either party to the other under these conditions shall be in writing addressed to that other party at its principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice.
- 11.2. No waiver by the Partnership of any breach of the Contract by the Client shall be construed as a waiver of any subsequent breach of the same or any other provision.
- 11.3. If any provision of these conditions is held by any authority to be invalid or unenforceable in whole or part the validity of the other provisions of these conditions and the remainder of the provision in question shall not be affected thereby.
- 11.4. Any dispute arising under or in connection with these conditions or the work done by the Partnership shall be referred to the arbitration of a single arbitrator under the provision of the Arbitration Acts currently in force.
- 11.5. These conditions shall be governed by the laws of England and Wales.