

## GENERAL CONDITIONS OF BUSINESS

### 1. INTERPRETATION

#### 1.1 In these Conditions

"THE COMPANY" means Plowden & Smith Limited.

"THE OBJECT" means the piece or pieces upon which the Company is to carry out Work.

"THE WORK" means all conservation, reparation and restoration and all other processes to be carried out by the Company, its servants, agents or sub-contractors on an Object and shall, where relevant, include the reproduction of an Object to the Customer's specification and any other services provided by the Company to the Customer.

"CONDITIONS" means these Conditions and any special terms agreed between the Company and the Customer.

"THE CUSTOMER" means the person, firm or corporate body who accepts the Company's estimate for the Work or whose order the Company accepts PROVIDED that where the Customer deals with the Company through an agent the Company shall be entitled to enforce these terms against both the Customer and its agent as if the agent was itself a party.

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

### 2. BASIS OF WORK

2.1 The Company shall carry out the Work for the Customer in accordance with the Company's estimate or the Customer's order subject in either case to these Conditions.

2.2 No variation to these Conditions shall be binding unless agreed in writing.

2.3 If the Company or its staff gives advice to the Customer the Company will not be liable for the consequences of that advice unless the advice was given or confirmed in writing.

2.4 The Company reserves the right to sub-contract any part of the Work requiring specialist services.

2.5 The Company shall not be liable for any damage to the Object once the Object has been removed from the Company'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 Customer, its agents or employers. Advice about the care and handling of the Object after the completion of the Work should be requested from the Company.

### 3. PRICE OF THE WORK

3.1 The Company may, on notice to the Customer, increase any estimate given to the Customer:

3.1.1 If the Company discovers the need for further Work;

3.1.2 If the Company considers further Work to be necessary on conservation or aesthetic grounds;

3.1.3 Where additional Work is executed at the Customer's request; or

3.1.4 To reflect any increase in the cost to the Company which is due to any factor beyond the Company's control or the Customer's failure to give the Company adequate information or instructions.

3.2 The price estimated or actual excludes value added tax and any delivery charge which the Customer shall pay in addition.

### 4. TERMS OF PAYMENT

4.1 On completion of the Work the Company will send the Customer an invoice. The Customer will pay for the Work on receipt of the invoice. The Company will not release the Object until the Customer has paid in full.

4.2 If the Customer does not pay within 28 days of the date of the invoice (time to be of the essence) then:

4.2.1 The Customer will pay interest on the unpaid balance at 5% per annum over HSBC Bank plc Base Rate from time to time plus reasonable storage charges being in any event not less than £20.00 per calendar month and

4.2.2 The Company shall be entitled until payment of all sums due to the Company to exercise a lien over any other Object belonging to the Customer which is for the time being in the Company's possession or power.

4.2.3 Without prejudice to the generality of Conditions 4.1 and 4.2 above the Company reserves the right where the likely costs of the Work exceeds or is estimated to exceed £500.00 (exclusive of VAT) to require stage payments from the Customer on completion of £500.00 worth of Work.

### 5. DELIVERY

5.1.1 Delivery of the Object on completion of the Work shall be made by the Customer collecting the object from the Company's premises at any time after the Customer has paid the Company's invoice (plus any interest and storage charges).

5.1.2 Where the Company has agreed to arrange delivery of the Object on completion of the Work or otherwise in accordance with these Conditions, the Company shall only deliver the Object to the address from where the Object originated.

5.2 Any dates quoted for completion of the Work are approximate only and the Company shall not be liable for any delay in completion of the Work howsoever caused. Time for completion shall not be of the essence unless previously agreed by the Company in writing. The Company may deliver the Object in advance of any estimated completion date.

5.3 If the customer fails to collect the Object within 28 days of the date of the Company's invoice then without prejudice to any other right or remedy available to the Company the Company may:

5.3.1 Store the Object until actual delivery and charge the Customer for the reasonable cost of storage (subject to a minimum of £20.00 per month);

5.3.2 Sell the Object at the best price reasonably obtainable and (after deduction of all reasonable storage and selling expenses and interest on the unpaid price) account to the Customer for the excess over the price so obtained charging the Customer for any shortfall.

5.4 If the Customer is dissatisfied for any reason with the Work carried out by the Company the Customer shall notify the Company of such dissatisfaction within seven days of delivery of the Object. Regardless of the merits of the Customer's claim the Company shall not in any circumstances be liable for any claim not notified within this period.

### 6. DAMAGE TO OR LOSS OF THE OBJECT

6.1 The Company shall not be liable for any loss or damage to the Object, including any consequential loss howsoever caused, whilst in the Company's possession or control or in that of its duly appointed sub-contractors.

6.2 Without prejudice to the generality of clause 6.1 above the Company 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 Company or its duly appointed sub-contractors.

6.3 The Company shall not be liable for any loss or damage to the Object sustained whilst in transit to or from the Company's premises whether or not the Company is providing carriage.

6.4 In any event, and notwithstanding anything contained in these Conditions, the Company's liability in contract, tort (including negligence or breach of statutory duty) or otherwise howsoever, 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 willful act or negligence of the Company or its employees while acting in the course of their employment) shall be limited to the sums set out in the Company's invoice payable under clause 4.1.

6.5 The Customer will fully insure the Object at all times whilst in transit and at the Company's premises and, where relevant, at the premises of a sub-contractor.

6.6 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.

6.7 Nothing in these Conditions shall affect the statutory rights of a consumer.

6.8 These Conditions shall prevail over any other terms whether express or implied by statute or otherwise.

### 7. INSOLVENCY OF CUSTOMER

7.1 If the Customer ceases or threatens to cease to carry on business or is found to be insolvent then without prejudice to any other remedy available to the Company, the Company may cancel the contract and suspend any further Work without liability to the Company. If the Work has not been completed then despite any previous arrangement to the contrary the Customer shall pay for the work done up to the date of cancellation on a quantum meruit basis.

7.2 The provision of clause 7 above shall also apply where the Company reasonably believes that any of the events mentioned in clause 7.1 is about to occur and so notifies the Customer.

### 8. THE MANUFACTURE OF REPRODUCTIONS

The following terms apply where the Company is instructed to carry out reproduction as referred to in Clause 1 above:

8.1 If any claim is made against the Company that the reproduction infringes the patent, copyright, design, trademark or other industrial or intellectual property right of any other person or body the Customer shall indemnify the Company against all loss damages costs and expenses against or incurred by the Company in connection with the claim or paid or agreed to be paid by the Company in settlement of the claim.

8.2 The Customer shall be solely responsible at the Customer's expense for obtaining any necessary permission or consent from any third party which may be required in order to manufacture a reproduction.

8.3 Any moulds, castings, patterns or other tools manufactured by the Company for use in executing a reproduction shall remain the Property of the Company provided always that the Company shall not use them to manufacture any unauthorised reproductions.

8.4 Where these Conditions apply and where the Company's estimate exceeds £1000.00 (exclusive of VAT) the Customer shall unless otherwise agreed make payment to the Company in three stages as follows:

8.4.1 One third on commencement of the Work;

8.4.2 One third on the Company notifying the Customer that it is ready to commence final finishing of the reproduction;

8.4.3 One third on completion of the reproduction PROVIDED that, save as varied by this Clause, the Company's terms for payment set out in Condition 4 of these Conditions shall apply.

8.5 The Company reserves the right to destroy any moulds made by it in the course of the Work on the completion of the Work.

8.6 In the event that the Company is requested in writing by the Customer to retain the mould, it shall store the mould at the Customer's expense, such expense not to exceed £200 per annum].

8.7 The Company will not guarantee the standard of reproduction to be achieved from further reproductions created from the mould retained by the Company at the Customer's request.

### 9. GENERAL

9.1 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 registered office or 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.

9.2 No waiver by the Company of any breach of the contract by the Customer shall be construed as a waiver of any subsequent breach of the same or any other provision.

9.3 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.

9.4 Any dispute arising under or in connection with these Conditions or the work done by the Company shall be referred to the arbitration of a single arbitrator under the provision of the Arbitration Acts currently in force.

9.5 This contract shall be governed by the Laws of England.

9.6 The Company accepts no liability for loss or injury of any kind, except where death or injury is caused by the negligence of the Company, its servant or agents.

9.7 All persons collecting objects from the Company shall present written authorisation from the Customer authorising such collection. The Company shall not be liable to any person in respect of the collection of an Object by person unauthorised to collect such Object.

9.8 Certain legislation and regulations specifically apply to the Object and in particular the 'Dealing in Cultural Objects (Offences) Act 2003' ('Act') and directions issued by HM Customs and Excise. It is the Customer's responsibility to ensure that it is fully aware of the provisions and implications of all such relevant legislation, regulations and directions. If the Customer does not have a copy of the applicable provisions, please contact the Company who will either be happy to provide a copy or refer the Customer to a source from where it can be obtained.

9.9 It is the Customer's sole responsibility to ensure that the Object does not infringe the Act and all other applicable legislation and regulations.

9.10 The Company reserves the right in its absolute discretion to refuse to undertake Work or accept delivery of any Object which it suspects as being a 'tainted cultural object' within the meaning of the Act.

9.11 The Company will not accept any liability whatsoever if it is determined by the relevant authority that an Object is tainted within the meaning of the Act.

### 10. IMPORTATION OF OBJECT

10.1 Where the Company has agreed to arrange carriage on behalf of the Customer from outside of the UK or the Customer itself has arranged for the Object to be imported to the UK, it is the Customer's sole responsibility to ensure that the Customer's VAT number (if any) is declared on the appropriate Customs form.

10.2 If the Customer fails to comply with clause 10.1 and the Company in its absolute discretion determines that the incorrect VAT number has been used the Company reserve the right to refuse to accept delivery of the Object and may arrange for the Object to be returned to the despatch address and to recover the costs of such carriage from the Customer. The Company shall not be liable for any costs, losses or expenses incurred as a result of enforcing its rights under this provision.

10.3 In the event that the VAT is chargeable to the Company as a result of the Customer's failure to comply with clause 10.1 the Customer shall indemnify the Company against all loss, damage, costs and expenses incurred by or against the Company in connection with this clause.

## IMPORTANT INFORMATION - LOSS OR DAMAGE

PLEASE NOTE THE LIMIT OF OUR LIABILITY IS DETAILED IN CLAUSE 6