

Terms and Conditions of Sale

1. These terms and conditions, together with any terms set out on the front of the invoice and those set out in the email confirming sale, set out the entire agreement between the addressee of the invoice (the "Purchaser") and Calder Fine Arts Limited (CFA) (trading as Calder Contemporary) relating to the sale of the Work. The Purchaser acknowledges that the Purchaser has not agreed to buy the Work in reliance on any statement, representation or warranty which is not expressly identified in these terms and conditions.
2. Title to the artwork (the "Work") shall pass to the Purchaser on receipt of the amount stated on the invoice (the "Purchase Price") in full by Calder Fine Arts Ltd in cleared funds.
3. Any direct or indirect taxes and/or duties stemming from, the Purchaser's purchase of, ownership of or re-sale of the Work, including all export and import duties, shall be the Purchaser's responsibility.
4. Until such time as the buyer makes full payment CFA are under no contractual obligation (unless otherwise agreed and a deposit is put down) and may sell the work to other buyers at its discretion.
5. Any invoice issued should be paid immediately upon receipt unless otherwise agreed.
6. Calder Fine Arts Ltd shall notify the Purchaser in writing once the Work is available for collection. If the Purchaser does not collect the Work within 30 days after Calder Fine Arts Ltd has notified the Purchaser in writing that the Work is available for collection, the Purchaser shall be liable for the costs of storage from that date until the date of collection and shall pay such storage costs on receipt of an invoice from CFA or an external client storage facility, as applicable. Should we agree to ship the work for the purchaser we will provide a tracking number once the work has been packed, this clause is not applicable in this instance.
7. The Work shall not be released to the Purchaser until CFA has received the full Purchase Price in cleared funds and the Purchaser has paid any storage costs due under clause 5 above. Due to the nature of the art market and fluctuations in price of secondary works, any secondary sales are not protected by the 14 days return period set out in the Consumer Contracts Regulations 2013. Any primary sales that are framed to the buyer's specification are also not covered by the 14 days right of return.
8. In the event the buyer raises a chargeback following receipt of an item title will automatically revert to CFA upon the funds being taken from their account, in these circumstances the buyer will make the work available within 5 working days for collection. The buyer indemnifies CFA for any costs relating to unsuccessful chargebacks.
9. In the event a secondary work is found to not be as described for any reason CFA at their discretion can offer to restore, refund, partially refund, or exchange where appropriate, so long as any remedy make the buyer whole from any loss caused by the misdescription.
10. Where the delivery of any certificate of authenticity is being delivered by a studio or 3rd party, CFA accepts no liability for any delay or loss of said documents. In the event of a loss or delay CFA will assist purchasers with making enquires however is not responsible for recovery of the documents.
11. In the event the purchaser puts down a deposit to reserve a work and does not complete the purchase in the agreed period, we reserve the right to retain the deposit to remedy any breach of contract. Any loss of earnings, legal costs, storage costs and other reasonably incurred costs will be offset against the deposit, any remaining deposit after the deduction of these costs will be returned to the buyer. In the event the deposit does not cover the loss caused by the failure to complete we reserve the right to make a further legal claim against the buyer.
12. The Purchaser is responsible for shipping and casing costs (unless otherwise agreed). Arranging and paying for condition reporting of the Work at the time of release by CFA is the responsibility of the Purchaser.
13. From the time and date title passes to the Purchaser, the Purchaser shall be responsible for the Work and risk shall pass to the Purchaser. The Purchaser must therefore make appropriate arrangements to insure the Work from this time.
14. Any packing, shipping or insurance quotes arranged by CFA for the buyer will be provided by 3rd party companies that are completely independent from CFA. The buyer is under no obligation to accept these quotes and CFA accepts no responsibility or liability for any loss, damage or diminution in value caused by an act of negligence by a company we have provided a quote from. Whilst we will assist where possible with any insurance claim it will be the responsibility of the buyer to pursue any such claim and CFA accepts no responsibility for the success of any potential claim.
15. In the event CFA arranges shipping for a buyer please allow 10 working days for delivery for works shipped within the UK and 20 working days for international orders. CFA accepts no responsibility for delays caused by 3rd parties relating to these estimated delivery times.
16. Whilst CFA will upon request provide information on the condition of the Work at the time of the sale, they shall not be responsible for any subsequent deterioration of the Work, however occasioned, after the sale, though will endeavor to provide advice in response to any enquiries. From the date that title to the Work passes to the Purchaser, the Purchaser shall comply with all instructions in relation to the installation, handling and maintenance of the Work which have been given by or on behalf of CFA or other professionals handling the work. Any condition report prepared by CFA or a 3rd party is provided for marketing purposes only and is not to be relied upon, the seller accepts no responsibility for any inaccuracy or omission relating to any condition reports and provides no warranties on the condition of 2nd hand works. When in doubt the purchaser should arrange for their own condition report to be carried out.

17. Where the Work is being exported, the Purchaser must on request send proof of export to CFA Contemporary within three months of the date of this invoice. Should the Purchaser fail to provide such proof of export satisfactory to CFA, they shall be entitled to charge the Purchaser VAT on the Purchase Price.

16. CFA shall deal with personal data in accordance with our privacy policy. CFA use personal data supplied by the Purchaser for administrative purposes and to fulfil its obligations to the Purchaser related to the sale, including, where reasonably necessary, sharing the personal data with third parties, such as shippers, storage companies and professional advisors, and to keep the Purchaser informed of their activities, unless you notify otherwise.

17. Any notices to be served under these terms and conditions shall be sent to the address of the party being served set out on the invoice. Any notices sent to CFA shall be marked for the attention of the Finance Department.

18. These terms and conditions may only be varied by written agreement between the Purchaser and CFA Contemporary.

19. The contract of sale of the Work and any contractual or non-contractual dispute or claim arising from or in connection with it shall be governed by the law of England and Wales. For claims against CFA the courts of England and Wales shall have exclusive jurisdiction to settle all disputes arising under or in connection with the sale, but CFA shall have the right to bring proceedings in any other court of competent jurisdiction within or outside of England and Wales.

20. The buyer will indemnify CFA for any legal costs relating to claims arising from breaches of these terms and from any frivolous or vexatious unsuccessful claims made by the buyer.