

UNBOUND AND THE LIVE ART DEVELOPMENT AGENCY RESALE CONTRACT

TERMS AND CONDITIONS OF CONTRACT

1. Introduction

These terms and conditions ('**Terms and Conditions**') apply to the sale to you by the Live Art Development Agency through Unbound ('**the Agency**' or '**Unbound**') of any limited edition print or any other piece of artwork (the "**Artwork**") by any artist (the '**Artist**') either at the Agency's premises or through the website Unbound

2. Orders and Prices

- 2.1 In respect of an order made through the Unbound website, the maximum order quantity for any one limited edition exceeding £100 in sales value is three. Select the number of items you wish to buy, then go to checkout and enter your personal details onto the form. Your order will then be sent to Unbound by e-mail. You can also order by telephone on +44 (0) 207 0330275.
- 2.2 Artwork prices are subject to change. Prices may rise as an edition of an Artwork begins to sell out.

3. Delivery

- 3.1 Delivery of the Artwork shall be made by you collecting the Artwork from the premises of the Agency at the time of purchase or at any other date and time so agreed.
- 3.2 If you purchase the Artwork through the Internet or Mail Order for delivery, delivery will be made by the Agency delivering the goods to the address specified in your order. Delivery will be made through Royal Mail Special Delivery (or alternative courier services if applicable and agreed with you) for UK orders and International courier services for non-UK orders. All delivery charges will be payable by you, and we will contact you should we require any additional payment from you for courier delivery. Please allow up to 21 days for delivery.
- 3.3 Delivery to you will be deemed to have occurred once the packaged, stamped and addressed Artwork is placed with the Royal Mail, or such other carrier as agreed.
- 3.4 Where you request for delivery other than in accordance with condition 3.1, the Agency shall be under no obligation under section 32 (2) of the Sale of Goods Act 1979.

4. Title and Risk

Title and risk in the Artwork shall pass to you when the Agency has received

the payment price for the Artwork in full, in cash or in cleared funds, whether or not delivery has been made. Upon such payment, you will be responsible for the Artwork, the risk of damage to or loss of the Artwork will pass to you and you shall be responsible for insuring the same.

5. Ownership of Copyright

- 5.1 The Artist has worked with the Agency and produced the Artwork as a special commission. The Artwork was produced with the intention that it will be sold exclusively through Unbound. The Artist and the Agency have agreed that the Artwork may not be resold for 5 years from the date of purchase and accordingly, you agree that you will not do so.
- 5.2 In accordance with the Copyright, Designs and Patents Act 1988, copyright in the Artwork shall remain the property of the Artist at all times.
- 5.3 You may not produce any image of the Artwork and may not, at any time, publish or submit for publication or reproduction of any image of the Artwork to any third party, including any internet website, for any purpose.
- 5.4 If you breach any of your obligations set out under condition 5.3 you agree that the payment of damages alone may not be a sufficient remedy to compensate the Agency or the Artist for any such breach. We and/or the Artist may carry out all or any of the following actions:
 - 5.4.1 apply to the Court seeking an Order to prevent you from continuing to breach your obligations under these Terms and Conditions;
 - 5.4.2 apply to the Court seeking an Order that the Artwork or any item or items produced in breach of these Terms and Conditions shall be delivered up to us carriage paid;
 - 5.4.3 apply to the Court seeking an Order to require that any items produced in breach of these Terms and Conditions shall be destroyed; or
 - 5.4.4 apply to the Court seeking an Order to require that any offer for sale or image of the Artwork placed by you (whether directly or indirectly) on any internet website is removed.
- 5.5 The list set out above is not exhaustive and you will indemnify us in respect of the cost of any steps taken pursuant to condition 5.5 as a result of your breach of these Terms and Conditions.

6. Data protection

- 6.1 By signing these Terms and Conditions, you confirm that you are aware of and consent to the use by the Agency of any personal data within the meaning of the Data Protection Act 1998 and that the Agency may create and maintain computer and paper records, collect, hold, control, use and transmit personally identifiable information obtained from you in the course of the purchase of the Artwork.
- 6.2 By agreeing to these Terms and Conditions you consent that such personal data may be used for promotions connected with the Agency and may be provided to any third party in a similar business to the Agency.
- 6.3 You consent to the Agency revealing personal data to the Artist should you breach these Terms and Conditions.

7. Liability of the Agency

- 7.1 Except in respect of death or personal injury caused by the Agency's negligence, The Agency shall not be liable to you by reason of any representation (unless fraudulent), or any implied warranty, condition or other term, or any duty at common law, for any loss of profit or any indirect special or consequential loss, damage, costs, expenses or other claims (whether caused by the negligence of the Agency, its employees, agents, sub-contractors or otherwise) which arise out of or in connection with the sale of the Artwork or its use by you and the entire liability of the Artwork under or in connection with the sale of the Artwork to you shall not exceed the total sum paid under the invoice for the Artwork.
- 7.2 The Agency does not accept any liability for damage to the Artwork caused by your own negligence or fault, in particular, but not restricted to, in the maintenance of the Artwork.

8. Rights of Third Parties

No third party shall have any rights under the Contracts (Rights of Third Parties) Act 1999 in connection with these Terms and Conditions other than in respect of condition 5 above, which confers a benefit on the Artist and is intended to be enforceable by the Artist.

9. Cancellation rights

Please note that you cannot cancel this contract. Accordingly, once purchased you may not return the Artwork and the Agency does not offer refunds.

10. Waiver

No failure or delay by the Agency in exercising any right, power or privilege shall impair the same or operate as a waiver of the same, nor shall any single or partial exercise of any right, power or privilege preclude any further exercise of the same or the exercise of any other right power or privilege. The rights and remedies provided in these Terms and Conditions are cumulative and not exclusive of any rights and remedies provided by law.

11. Severance

If any provision of these Terms and Conditions is prohibited by law or judged by a court to be unlawful, void or unenforceable, the provision shall, to the extent required, be severed from these Terms and Conditions and rendered ineffective as far as possible without modifying the remaining provisions of these Terms and Conditions, and shall not in any way affect any other circumstances of or the validity or enforcement of these Terms and Conditions.

12. Governing Law and Jurisdiction

These Terms and Conditions shall be governed by and construed in accordance with English law and the parties irrevocably submit to the non-exclusive jurisdiction of the English courts.

Nothing contained in these Terms and Conditions affects your statutory rights.

TITLE OF WORK PURCHASED:

ARTIST:

I confirm acceptance of these Terms and Conditions and in particular, I consent to the use of personal data in condition 6 above.

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PRINTED NAME

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SIGNED

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DATE