

Last revised: 26 APRIL 2020

Sales from me ('the Artist') to you ('the Purchaser') designated as conducted under the ARTIST SUPPORT PLEDGE are subject to the following TERMS AND CONDITIONS:

## 1. RESALE AND RESALE ROYALTY

- 1.1 The Purchaser agrees not to resell or transfer ownership of the work for profit or benefit, pecuniary or in kind, for a period of 3 (three) years from the date of original purchase.
- 1.2 In the event of any resale or transfer of ownership of the work for profit or benefit, pecuniary or in kind, within the first 3 (three) years from the date of original purchase, any such profit or benefit or, where appropriate, its monetary equivalent shall be owed to the Artist. The Purchaser shall notify the Artist immediately of any such resale or transfer of ownership and make arrangements to assign corresponding funds or assets to the Artist.
- 1.3 In the event of any resale of the work(s), public or private, after 3 (three) years from the date of original purchase, the Purchaser agrees to:
  - a) Pay a resale royalty (RR), inclusive of any statutory Artist Resale Royalty collected by a collecting society, to the Artist of 20% of the difference between the price obtained for the sale and the original amount paid to purchase the work(s), net of the tax payable on the sale;
  - b) Notify the Artist of the sale including the identity of the subsequent purchaser, which the Artist shall keep confidential if requested;
  - c) In case of the Artist's death, notify his legal heirs and pay to them any resale royalty specified under these Terms. Reasonable effort shall be undertaken to locate the legal heirs;
  - d) Be bound by these terms for the duration of the copyright on the work(s) purchased.
- 1.4 The Purchaser agrees to ensure that, for the duration of the term specified under Paragraph 3d), The Purchaser's legal heirs or the subsequent purchaser and the subsequent purchasers' legal heirs agree to be bound by the same terms as the Purchaser (or the previous purchaser or the previous purchaser's legal heirs) under these Terms *mutatis mutandis*.
- 1.5 The Artist or his legal heirs shall spend 20% of any RR paid under Paragraph 3 and/or of any funds recovered under Paragraph 2 to purchase original works of art from other artists. The artist or his legal heirs may pool RR and/or funds and assets received under Clause 1.2 of these Terms from one or multiple resale events over a period of time.
- 1.6 The Purchaser, the Purchaser's legal heirs or the subsequent purchaser and the subsequent purchaser's legal heirs shall be entitled to request information about work purchased by the Artist or his legal heirs with funds specified under Paragraph 5.1, which the Purchaser shall keep confidential if requested.

## 2. PAYMENT

- 2.1 Where the Purchaser is paying the Artist directly, payment shall be governed by the entirety of this Clause 2 of these Terms. Where the Purchaser uses the services of Joanna Bryant Ltd. to pay the Artist, such payments will be subject to the terms and conditions agreed between the Purchaser and Joanna Bryant Ltd.
- 2.2 After a sale has been agreed, the Artist shall provide the Purchaser with an invoice clearly stating the price of the work(s) and the cost of shipping. The work(s) will be considered reserved from this point and the Artist shall not offer them to other purchasers.
- 2.3 Unless agreed otherwise, the Purchaser shall settle the full amount including shipping within 6 business days of receiving the invoice. If payment has not been settled within 6 business days, the sale shall be considered void and the work(s) will be released.
- 2.4 Payment directly to the Artist shall be made by bank transfer or PayPal; no other methods of payment are possible
- 2.5.1 If using a third-party electronic payment service provider, such as but not limited to PayPal or TransferWise, the Purchaser shall be responsible for any currency conversion and handling fees charged by the provider. The Purchaser shall ascertain that the Artist receives the full invoice amount net of such charges.
- 2.5.2 Where the Purchaser's payment service provider is located outside of the European Economic Area, the Purchaser shall also be responsible for any other bank or payment fees associated with the purchase, including but not limited to receiver fees charged to the Artist.
- 2.6.1 Where the Artist has made a genuine mistake and misstated the amount due on an invoice, he shall notify the Purchaser and issue a revised invoice as soon as reasonably possible and in any case within 7 days. The Purchaser agrees to proceed in accordance with the following:
  - a) Where the Purchaser has not paid yet, the Purchaser will be able to cancel the purchase;

OR

  - b) Where the Purchaser has already paid and the new amount is higher, the Purchaser will be able to cancel the purchase or make up the remaining balance within 6 business days of a new invoice being issued. The Artist shall be responsible for any additional bank, card or other payment handling fees. If the Purchaser confirms the intent to make up the remaining balance, the work(s) will continue to be reserved;

OR

  - c) Where the Purchaser has already paid and the new amount is lower, the Artist shall refund the difference to the Purchaser within 6 business days of a new invoice being issued. The Artist shall be responsible for any additional bank, card or other payment handling fees.

### 3. SHIPPING

- 3.1 Unless agreed otherwise, the work(s) will be dispatched with Royal Mail Special Delivery within the UK, and with Royal Mail International Signed and Tracked internationally, to the address the Purchaser provided at the time of purchase.
- 3.2 The work(s) will be dispatched as soon as reasonably possible:
- a) after the Artist is in receipt of the full invoice amount from the Purchaser;
- OR
- b) where the Purchaser has used the services of Joanna Bryant Ltd. to complete payment, after the Artist has been notified by Joanna Bryant Ltd. that the Purchaser has settled the full purchase amount and the delivery charge.
- 3.3 The Artist shall notify the Purchaser if the Artist is unable to dispatch the work(s) within 7 days of funds clearing, and the Purchaser shall then have the option to cancel the purchase at that point. The Purchaser accepts that:
- a) Where the Purchaser paid the Artist directly, the Artist shall refund the full amount paid by the Purchaser within 6 business days of the purchase being cancelled, and the Artist shall be responsible for any additional bank, card or other payment handling fees. The Artist reserves the right to issue any refund either in GBP or in the Purchaser's bank account's currency subject to the effective exchange rate on the date of the original payment clearing, whichever is lower.;
  - b) Where the Purchaser has used the services of Joanna Bryant Ltd. to complete payment, the refund shall be processed by Joanna Bryant Ltd. in accordance with the terms and conditions agreed between the Purchaser and Joanna Bryant Ltd.
- 3.4 If the work(s) is/are being sent to an address outside the UK, the Purchaser shall be responsible for any taxes, duties and other customs and handling or processing fees.
- 3.5 Should the Purchaser refuse delivery, or fail to collect the package from a service point as instructed by the postal/shipping service provider, or fail to pay any outstanding taxes, duties and other customs and handling or processing fees, causing the package to be returned to sender, the Purchaser will not be refunded for the shipping costs as set out under Clause 5 of these Terms (Returns & Refunds). The Artist may also refuse to refund the value of the purchase if the work(s) suffer damage while being returned to sender.

### 4. DAMAGE & CLAIMS

- 4.1 If the package arrives visibly damaged, the Purchaser shall sign for it as 'damaged' where possible and take multiple pictures of the packaging before opening. On opening the package, the Purchaser shall check the work(s) for damage, taking multiple pictures as necessary, and notify and send the Artist pictures of any damage as soon as reasonably possible, and in any case within 7 days of delivery.
- 4.2 If the work(s) arrive damaged OR are not delivered within the time frame specified by the postal/shipping service provider, the Purchaser shall provide the Artist with photographic evidence of damage as specified above OR with a written declaration that the Purchaser has

not received the work(s) respectively. The Artist will then pursue a claim with the postal/shipping service provider.

- 4.3 The Artist shall notify the Purchaser of a claim being launched with the postal/shipping service provider and, where the claim is for damage, the Purchaser shall return the damaged item to the Artist using a postal/shipping service that provides proof of postage and delivery. The exact type and cost of service shall be agreed beforehand and the Purchaser will pay those costs in the first instance.
- 4.4 Provided the Purchaser has supplied evidence of damage or a declaration as set out in Paragraph 4.2, returned the damaged work(s) or the lost work(s) is/are irrecoverable, and no responsibility has been established on the Purchaser's part, the Artist will refund the original purchase amount and incidental costs (defined as bank, card or other payment handling fees, original shipping costs and the cost of return shipping) within 30 days of the claim being fully resolved. For taxes, duties and other customs and handling or processing fees levied on the original shipment, see Paragraph 4.9.
- 4.5 If a claim launched by the Artist under Clause 4.2 has been resolved by the postal/shipping service provider but the Purchaser has not returned the damaged work(s), the Artist will withhold the refund until the work(s) is/are returned.
- 4.6 If the return shipment from the Purchaser to the Artist is not delivered within the time frame specified by the postal/shipping service provider, the Purchaser shall launch a claim with the postal/shipping service provider and provide the Artist with proof of the claim. The Artist shall refund the Purchaser within 30 days of such claim being fully resolved by the postal/shipping service provider.
- 4.7 If the work(s) have been claimed as lost as set out under Clause 4.2 and as a result of the investigation, the work(s) is/are recovered and delivered to the Purchaser at a later date, the Purchaser shall accept delivery of the work(s) and they will be subject to regular return and refund conditions from that date as set out under Clause 5 (Returns & Refunds).
- 4.8 If the work(s) have been claimed as lost as set out under Clause 4.2 and the postal/shipping service provider has satisfied the claim, but the work(s) is/are still delivered to the Purchaser at a later date, the Purchaser shall take delivery of the work(s) and notify the Artist immediately. The Purchaser agrees that:
  - a) The Purchaser will recompense the Artist for any amount that the postal/shipping service provider may claim back from the Artist as a result;
  - b) If no refund for the lost work(s) has been issued by the Artist to the Purchaser yet, any outstanding claims to a refund shall be considered void and the purchase shall be considered complete and subject to regular return and refund conditions from the date of delivery as set out under Clause 5 (Returns & Refunds);
  - c) Where the Artist has already issued a refund to the Purchaser for the recovered work(s), the Purchaser shall repay within 6 business days any such funds received from the Artist including incidental costs. The Purchaser will not assume ownership of the work(s) or enjoy any rights set out under Clause 5 (Returns & Refunds) until the funds have been repaid to the Artist, but the number of days between delivery and repayment will count toward the 14-day period specified in Clause 5.1.

- 4.9 In case of damage being claimed, and if the conditions of Clauses 4.1, 4.2, 4.3, 4.4 and 4.5 are satisfied, the Artist shall only refund the share of any taxes, duties and other customs and handling or processing fees levied on the original shipment that is equal to or less than 75% of the claim payout by the postal/shipping service provider less incidental costs as set out in Clause 4.4. Where such incidental costs are already equal to or greater than 75% of the claim payout, or where a claim does not pay out, the Artist shall issue the Purchaser with credit for the remainder of any taxes, duties and other customs and handling or processing fees levied on the original shipment. The credit will be valid for a future purchase from the Artist for a period of one year from the date of issue.
- 4.9 The Artist reserves the right to issue any refund either in GBP or in the Purchaser's bank account's currency subject to the effective exchange rate on the date of the original payment clearing, whichever is lower.

## 5. RETURNS & REFUNDS

- 5.1 The Purchaser can return the work(s) within 14 days of delivery. In that case, the Purchaser shall take multiple pictures immediately before repackaging the work(s) and email the pictures to the Artist putting 'RETURN' and the name of the work(s) in the subject line and providing a brief reason for return.
- 5.2 Following authorization from the Artist, which he shall not unreasonably withhold, the Purchaser shall return the work(s) to the Artist using a postal/shipping service that is trackable or provides proof of postage and delivery. The Purchaser shall bear the cost of return postage.
- 5.3 Refunds will be processed after returned work(s) has/have been received by the Artist and its/their condition has been confirmed as undamaged:
- a) Where the Purchaser paid the Artist directly, by the Artist within 30 days. Refunds will be made using bank transfer or PayPal; no other methods of refund are possible.
- OR
- b) Where the Purchaser used the services of Joanna Bryant Ltd. for the original purchase, by Joanna Bryant Ltd. in accordance with the terms and conditions agreed between the Purchaser and Joanna Bryant Ltd.
- 5.4 If the work(s) is/are being returned from outside the UK, the Artist reserves the right to deduct from the refund amount any taxes, duties and other customs and handling or processing fees that may have been levied on the return package, as well as any bank, card or other payment handling fees associated with the original purchase, including any receiver fees charged to the Artist.
- 5.5 If the Purchaser's bank account is in any currency other than the Pound sterling (GBP), the Artist reserves the right to issue the refund either in GBP or in the Purchaser's bank account's currency subject to the effective exchange rate on the date of the original payment clearing, whichever is lower.

- 5.6 Should the work(s) be deemed damaged on return for any reason, the Artist shall only refund the original shipping costs. The Artist shall provide the Purchaser with pictures and a description of the damage, and it will be the Purchaser's responsibility to claim from the postal/shipping service provider used. Examples of damage for which refund may be withheld include, but are not limited to, scuff marks, damaged corners, and surface damage to either the front or the back of the work from inadequate packaging or any packaging materials the Purchaser used, such as where work is secured inside the packaging with tape unsuitable for delicate paper.

## 6. LIABILITY

- 6.1 The Artist shall not be liable for any direct or indirect loss, damage or injury of any kind arising from any claim or delay as described in Clauses 3 (Shipping), 4 (Damage & Claims) and 5 (Returns & Refunds) of these Terms
- 6.2 Neither the Artist nor the Purchaser shall be held liable for failure or delay in the performance of their obligations under these Terms if such performance is delayed or hindered by the occurrence of an unforeseeable act or event which is beyond the reasonable control of either party ("Force Majeure").
- 6.3 Acts or events constituting Force Majeure shall include, but not be limited to:
- a) Acts of God;
  - b) Government intervention, directives or policies;
  - c) Changes of law, including deleted legislation and executive orders;
  - d) Strikes and industrial or labor disputes;
  - e) Riots, civil unrest, rebellion and wars;
  - f) Refusal of a grant of license, such as a license to import goods;
  - g) Illness, epidemics and pandemics, and any official advise to quarantine or self-isolate.
- 6.4 The party affected by Force Majeure shall notify the other as soon as soon as reasonably practicable after commencement of a Force Majeure event.
- 6.5 The Purchaser's statutory rights are not affected by these Terms

## 7. MISCELLANY

These Terms represent the entire Terms of sale between the Artist and the Purchaser. If any part of these Terms is held to be illegal, void, or unenforceable for any reason, such holding shall not affect the validity and enforceability of any other part. A waiver of any breach of

any of the provisions of these Terms shall not be construed as a continuing waiver of other breaches of the same provision or other provisions hereof.

## 8. JURISDICTION & CHOICE OF COURT

- 8.1 This agreement and any dispute or claim arising out of or in connection with its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.
- 8.2 The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes and claims).