

Damian Woodford
The Courts, Felixstowe, Suffolk
damianwoodford.com

Terms & Conditions

This document was last updated: November 7, 2007

1 Parties to the Sale of Work

An agreement will be tailored to outline the agreed arrangements for a specific sale and will contain information on the arrangements for the sale of work from the artist to the buyer.

In this case the parties to the agreement will be the artist, Damian Woodford and the buyer, who may be an individual or an organisation/company. For the purposes of an agreement the term 'the artist' means the maker of the work who is also the seller.

No order will exist between the buyer and the artist for the sale of any artwork unless and until the artist accepts your order by e-mail, fax or letter. The acceptance of the order will be considered complete and will be communicated to the the buyer by SMS text, e-mail or letter.

All agreements will be concluded in the United Kingdom and any such contract will be interpreted and enforced in all respects in accordance with the laws of England.

2 Artist's Details

Name: Damian Woodford

Studio: 3 The Courts, Felixstowe, Suffolk IP11 7TP

Email: info@damianwoodford.com

3 The Work

An agreement will be specific to a particular artwork and will clearly identify the work including its title, date, medium, dimensions and details of the arrangements for the outright sale of a work to a buyer.

4 Commissions

A commission ordered on the basis of designs presented on this website, or designs agreed between the buyer and the artist, require a 50% payment of the full agreed price before work commences. The remaining balance (full agreed price less 50% deposit) must be paid before delivery/collection of work. Please see section 7 'Payment Terms'

5 Presentation

All artworks are presented unframed unless specified by the artist and signed on the reverse, either on the canvas or stretcher frame.

6 Selling Price

All quoted prices are inclusive of VAT

7 Payment Terms

Full payment is required before the work is released to the buyer, however a 10% deposit may be paid in order to reserve a work.

7.1 Deposit

A deposit of 10% may be paid to secure the purchase of an artwork from the website for 14 days. If the full balance is not paid on or before delivery the deposit will be returned less bank administration charges and any delivery costs incurred

7.2 Instalments

If the work is to be paid by instalments, the agreement will specify the balance due on each payment date excluding any deposit that has already been paid.

7.3 Returns

If for any reason you decide not to keep a painting, you have 14 days, from the day you receive the painting, to contact me. You will be reimbursed for the full value of the painting minus the shipping cost and bank administration charges.

8 Transfer of Ownership

The artist retains ownership of the work until the buyer has paid for the work in full.

9 Copyright

The purchase of an artwork does not imply that the buyer owns the license to use the image for commercial purposes. Damian Woodford keeps all copyrights of the artwork and of any reproductions by any means, including photographs, digital images, video images, etc.

The Copyright Designs and Patents Act 1988 rules that the artist will retain copyright automatically unless otherwise agreed in writing. It should be noted that one of the exceptions to copyright protection contained in the Act is that the artist's copyright will not be breached if the buyer reproduces the work for the purpose of advertising the work for sale.

9.1 Copyright Ownership

The artist will retain copyright and all reproduction rights in the work. The concept, design, text, images and layout of damianwoodford.com are copyright the artist. ALL RIGHTS RESERVED.

Permission is not granted to electronically copy or to print in hard copy any section of this website. Any use of materials on this website (including reproduction, modification and distribution) without the prior written permission of the artist is strictly prohibited.

10 Moral Rights

Moral rights include the right of 'paternity'. The right of paternity gives the artist the right to be identified as the 'author' of the artwork detailed in this agreement whenever a work is publicly exhibited.

10.1 Right of Paternity

The artist chooses to assert his right of paternity.

11 Delivery and Collection

Delivery/collection will be agreed between the buyer and the artist for each specific purchase.

11.1 Collection

The buyer is allowed to make a collection of the purchased artwork from the artist's studio in person or by sending a nominated person on the buyer's behalf by prior arrangement with the artist.

11.2 Delivery

Artworks can only be delivered to the consignee and must be signed for. In the event of non-delivery, the cost of storage charges due to the buyer's neglect, lack of instructions or non-payment will be incurred in addition to the cost of the artwork and delivery charges.

11.3 Insurance

The Customer is responsible for insuring artworks during delivery against damage, loss or theft and the artist reserves the right to request evidence of insurance coverage.

12 Restoration and Damage

The artist will have first opportunity to restore or repair the work.

13 Changing the Agreement

Once an agreement has been reached it can only be amended with the consent of both parties in writing.

14 Governing Law

The Governing law that will apply to this agreement is English Law.

15 Non-Waiver

If either party fails for any reason to insist on strict performance of an agreement, this will not prevent the first party from insisting on strict performance in the future.

16 Disclaimer

The artist does not represent or warrant that the information accessible on this web site is accurate, complete or current. Price and availability information is subject to change without notice.

NB: These terms and conditions are subject to change without notice.