

## STANDARD TERMS AND CONDITIONS FOR THE SALE OF ARTWORK



### 1. INTRODUCTION

These terms and conditions ('Terms and Conditions') apply to the sale to you by the Institute of Contemporary Arts (ICA) of any limited edition print or any other piece of artwork (the "Artwork") by any artist (the 'Artist') either at the ICA's premises or through its website.

### 2. TITLE AND RISK

As soon as the purchase price is paid in full, you will become the legal owner of the Artwork and, upon such payment, you will be responsible for the Artwork and the risk of damage to or loss of the Artwork will pass to you.

### 3. OWNERSHIP OF THE ARTWORK COPYRIGHT

**3.1** The Artwork was specially commissioned in conjunction with the exhibition of work by the Artist and the ICA. The Artist has worked closely with the ICA to produce the Artwork on the strict understanding that it will be available for purchase exclusively through the ICA or any other outlet approved by the ICA. It is the Artist's expectation that the Artwork will not be purchased for resale and will be retained by you for your own personal enjoyment. Specifically, you may not sell or offer for sale the Artwork on any internet based auction or other website.

**3.2** Copyright in the Artwork remains the property of the Artist.

**3.3** You may not produce any image of the Artwork and may not, at any time, publish or submit for publication or reproduction any image of the Artwork to any third party, including any internet website for any purpose.

**3.4** If you breach any of your obligations under paragraph 3.3 you agree that:

- (a) the payment of damages will not be a sufficient remedy to compensate us or the Artist for your breach;
- (b) we may, and the Artist may, apply to the court for an order to prevent you from continuing to breach your obligations under these Terms and Conditions; and
- (c) we may, and the Artist may, contact the operator of any internet website on which the Artwork is being offered for sale or on which an image of the Artwork has been placed by you or at your direction, and instruct such operator, on your behalf, to remove any such offer for sale or image from any such internet website.

### 4. DATA PROTECTION

We may collect, hold, control, use and transmit personally identifiable information obtained from you in the course of your purchase of the Artwork. By agreeing to these Terms and Conditions you agree to such information being used in these ways and for such information to be disclosed to the Artist if you are in breach of your obligations under these terms and conditions.

### 5. LIABILITY OF THE ICA

We make no representation or warranty of any kind whatsoever, express or implied, in connection with the Artwork. The ICA and its officers, directors, employees, shareholders or agents exclude all liability (whether in contract, tort or otherwise), to the fullest extent permitted by applicable law, for any loss or damage that may result to you or a third party in connection with the Artwork.

### 6. RIGHTS OF THIRD PARTIES

No person other than you and the ICA have any rights under these Terms and Conditions other than in respect of paragraph 3 above which confers a benefit on the Artist and is intended to be enforceable by the Artist.

### 7. GOVERNING LAW AND JURISDICTION

These Terms and Conditions shall be governed by and construed in accordance with English law. Disputes arising in connection with this legal notice shall be subject to the exclusive jurisdiction of the English courts.

