

# TERMS & CONDITIONS OF ARTWORK SALES

NEWLYN  
ART GALLERY  
& THE  
EXCHANGE

## 1. SELLER

Newlyn Art Gallery & The Exchange (NAG&TE, the gallery) is registered with Companies House as limited company (Reg. 1310070) and at the Charity Commission (No. 273785).

## 2. NATURE OF SALE

At times NAG&TE will sell works of art on behalf of artists. Such sales will be subject to our Terms & Conditions (this document). Purchasers of works of art through the gallery will be subject exclusively to the gallery's Terms & Condition. Other terms of purchase are not accepted as part of our sale transactions. Waivers to these Terms & Conditions are only valid when accepted in writing by both seller (the gallery) and purchaser (the customer).

Works of art maybe unique pieces of art or be reproductions sold under agreement from the original artist. The distinction will be made clear at point of sale.

Unique works of art may vary from descriptions in sales literature or sample work provided; this is accepted by the purchaser.

A request or order to purchase art from the gallery will not be binding unless and until the gallery has issued written acceptance of the order or takes payment thereof, at which point these Terms & Conditions will apply.

Quotations for sales of works of art issued by the gallery are valid for 30 days from the date of quotation.

## 3. GOVERNING LAW

Sales and Terms & Conditions are transacted under English law and only the English courts are recognised as the exclusive jurisdiction for disputes.

## 4. TITLE & RISK

The purchaser becomes the legal owner of title to the goods upon payment. Upon payment, risk in the work, for damage or loss, rests with the purchaser.

## 5. GDPR

We will only collect and use your personal data for this transaction strictly as necessary and in line with our [Privacy Policy](#)

## 6. COPYRIGHT

Ownership of the physical work of art does not confer or assign any copyright in that work of art, and the work of art must not be copied, reproduced, hired, published (whether physically or digitally), licenced or otherwise exploited whether for financial gain or otherwise, without the express written permission of the copyright holder. Copyright in the work of art remains exclusively with the original artist and you acknowledge this as part of the purchase of the artefact.

Under clause 6 you recognise that:

- 1) Payment of damages may not in itself remedy any breach of copyright
- 2) The gallery or the artist may apply for a court order to prevent or remove breaches of copyright and such legal costs are recoverable from the purchaser of the physical work of art.
- 3) The gallery or the artist may instruct any publisher of the copyrighted work to remove said images, be it digitally or in physical media.

## 7. LIABILITY OF THE GALLERY

No warranty or assurance is offered or implied in the sale, and the gallery and its employees are fully excluded from all liability permissible by law, for any loss or damage occurring from the work of art whether to the purchaser or any third-party to the sale.

## 8. PAYMENT

Payment is by bank transfer or by card payment to the gallery. Cheques and cash are not accepted as payment.

## 9. GALLERY COMMISSION

All items must be returned cleaned with no damage or repairs needed. If a work is lost, damaged or destroyed during the currency of this agreement, the Gallery shall notify the artist/maker immediately and shall be liable, to pay him/her the stated retail price less the stated commission. Newlyn Art Gallery & The Exchange applies a commission of 50% of any Sale or Return items. 50% of the sales of items (including 50% of the VAT) will be paid into my bank account the month after sale. The items listed have been delivered to Newlyn Art Gallery or The Exchange under a Sale or Return agreement.



Supported using public funding by  
**ARTS COUNCIL  
ENGLAND**

