

Terms and Conditions

This agreement is made between The Blue Tongue Studio (studio) and the client whose respective details appear in the 'Assessment Request' document, ('the particulars').

The Work : The studio will carry out the conservation / restoration work as specified in the particulars ('the work'), to the object or objects therein specified ('the object'). Whilst the studio will endeavour to carry out the work with reasonable care and skill, no responsibility to the client is undertaken to that effect and the studio shall in no circumstances be liable to the client for any damage to, or loss, or destruction of the object whether or not caused by the negligence of the studio, or any other person and however caused. The client fully understands that a conserved / restored object will not stand up to normal wear and tear and must be treated with care.

The Cost : Where an estimate is given by the studio, such estimate is open for acceptance by the client for a period of three months, failing which it may at the sole discretion of the studio be revised. The studio will endeavour to ensure that the final price chargeable to the client is within the estimate (plus any agreed additional costs), but reserves the right to increase the price above the estimate where the work required proves to be greater and / or more time-consuming than originally anticipated.

Payment : The client is required to forward 50% of the estimate to the studio before the work can commence, unless the contrary appears in the particulars. Payment of the final cost notified to the client by the studio is due from the client upon receipt of the restored / repaired object.

Insurance : The object remains at the entire risk of the client. It is accordingly the client's responsibility to insure the object in such sums and for such risks as the client shall think fit and no such insurance shall be taken out by the studio.

Cancellation : Where the studio has commenced the work and this agreement is cancelled by the client prior to completion the studio shall be in lieu of damages for breach of contract and be entitled to require the payment of that part of the estimated cost proportionate to the amount of the work carried out.

Duration : The studio will endeavour to complete the work with all due diligence but any dates given or periods of time quoted are estimates only and shall not be the ground for any claim for loss or compensation against the studio.

Completion : Unless the contrary appears in the particulars the studio shall notify the client of completion of work by email, telephone, or post as noted in the particulars. It is the client's responsibility to notify any change of these particulars.

Collection : When applicable it shall be the obligation of the client to collect the object after notification by the studio of the completion of the work. If the object is not collected within six months of the date of such notification, then title of the object shall pass to the studio who shall be free to sell the same and from the net proceeds to recover such sums as may be due to the studio under this agreement. The studio shall then hold the balance of such proceeds (if any) for the client, for a further period of twelve months after such sale, but shall thereafter be entitled to retain the same for the studio's own benefit, if not claimed by the client by the end of that period.

Copyright : The studio retains the copyright in all reports, drawings or photographic material prepared under this agreement, which may not be reproduced in whole or in part without the studio's consent which may be given on terms or declined with or without reason.