# REDIVIVUS

CONSERVATION AND RESTORATION OF PAINTINGS

## TERMS AND CONDITIONS

### **Customer contracts Redivivus B.V. on the following understanding:**

#### 1. DEFINITIONS:

**THE FIRM** means Gwendolyn P. Boevé-Jones whether trading as such or as Redivivus B.V. or under any other style of his or their employees, agents or sub-contractors.

ARTWORK means all paintings or other artworks on which the Firm is employed to carry out Services on behalf of the Customer.

#### 2. WARRANTY:

The customer authorizes and directs the Firm to **perform the treatment** outlined above and specifically authorizes the commencement of work as written in the Condition Estimate Report (CER) and further **consents** for the Firm to take such action as the Firm deems appropriate in connection with the treatment, subject to all terms and conditions appearing on the Terms and Conditions document which are expressly incorporated into this agreement.

The customer also warrants: (i) that the customer is the sole **owner** or agent of the artwork; (ii) that he or she has full **authority to deliver** the artwork to the Firm for the treatment proposed; (iii) the proposed treatment is for the **benefit of the item** described in the CER.

**Insurance of the artwork is the sole responsibility of the owner.** Most insurance companies allow for "temporary change of address" to a restoration studio without additional costs. A facility report detailing security and risk management is available at the request from Hizkia van Kralingen BV.

#### 3. PAYMENT:

The depositing institution or owner agrees to pay the **costs** of all services not exceeding the above estimated cost by more than ten percent (10%) without the express written approval of the depositing institution or owner, and hereby grants the Firm a lien on the item to secure payment of such charges.

The Firm is entitled to ask for partial payments up to three installments:

At the start of the Service, midway the process and upon completion of the Service.

The Customer will pay the Firm within 14 days of receiving an invoice from the Firm.

#### 4. INDEMNITY:

The customer agrees to indemnity and holds the Firm **harmless against any claim** by the customer of the Artwork for loss, damage, costs, expenses or other claims against the Firm.

#### 5. STORAGE

The Artwork is expected to be picked up by the customer **within 30 days** after the date of the final invoice. Exceeding that time, a fee of  $100 \notin m^2$ , with a minimum of  $\notin 100$  per month (excl. BTW) will be charged.

6. PHOTOGRAPHY AND IMAGE USE

**The customer** is allowed to use the photos produced by **the firm** personally, for websites, social media and or press releases (e.g. newsletters). If used, the watermark on the photos with **Redivivus B.V.** logo should be visible.

Studio **Redivivus** should be mentioned if the photos are used on websites, newsletters, press releases, publications or social media.

The following should be used: (Photo: Redivivus B.V.)

If used on social media Redivivus should be tagged as follows:

Instagram: @studio\_redivivus

Facebook: @studioredivivus

LinkedIn: Redivivus Conservation

YouTube: Studio Redivivus

#### 7. CONTRACT

If the customer is in **any doubt** about any of the above conditions they should discuss this with a representative of Redivivus B.V. **prior** to engagement.

The treatment will start after signing and returned of this document to Redivivus or by digital confirmation.

Dutch law exclusively governs the agreement. The competent court in The Hague shall settle any disputes arising from the contract.

Gwendolyn Boevé-Jones

