

## **GABRIEL FINE ARTS LTD**

### **TERMS AND CONDITIONS OF SALE**

#### **1. INTRODUCTION**

1.1 These Terms and Conditions (“Terms”) govern the sale of goods (“Goods”) by Gabriel Fine Arts Ltd (the “Company”, “we”, “us”, or “our”) to you (the “Customer” or “you”).

1.2 By placing an order, you agree to be bound by these Terms.

1.3 You confirm that you are at least 18 years of age and legally capable of entering into a binding contract.

#### **2. COMPANY DETAILS**

Company Name: Gabriel Fine Arts Ltd

Company Number: 09887106

Registered in England and Wales

Registered Office:

Level 30, The Leadenhall Building

122 Leadenhall Street

City of London

EC3V 4AB

United Kingdom

Email: [info@gabrielfinearts.com](mailto:info@gabrielfinearts.com)

Telephone: +44 (0) 203 036 0064

Website: <https://www.gabrielfinearts.com>

#### **3. DEFINITIONS**

3.1 “Contract” means the legally binding agreement between you and us.

3.2 “Goods” means artworks or related items offered for sale.

3.3 “Order” means your purchase request submitted to us.

3.4 “Consumer” means an individual acting outside their trade or profession.

#### **4. BASIS OF SALE**

4.1 All descriptions, images, and representations of Goods are for illustrative purposes only.

4.2 We reserve the right to reject any Order at our discretion.

4.3 A Contract is formed only when we issue written confirmation of your Order.

#### **5. CONSIGNMENT AND AGENCY**

5.1 We may act as agent for artists, collectors, or third-party owners (“Consignors”).

5.2 Where we act as agent, title to the Goods may pass directly from the Consignor to you.

5.3 We undertake reasonable due diligence but do not guarantee statements made by Consignors beyond such diligence.

#### **6. ARTWORKS, AUTHENTICITY AND PROVENANCE**

6.1 We exercise reasonable care and expertise in assessing authenticity and provenance.

6.2 Statements regarding attribution, origin, medium, or condition are opinions given in good faith.

6.3 Unless expressly stated otherwise, all Goods are sold “as is”.

#### **7. CONDITION AND RESTORATION**

7.1 Condition reports are available upon request and should be reviewed prior to purchase.

7.2 Works may exhibit wear, ageing, or restoration consistent with their nature and history.

7.3 Any known restoration or conservation will be disclosed where reasonably available.

7.4 The Customer is responsible for satisfying themselves as to condition before purchase.

## **8. PRICE AND PAYMENT**

8.1 Prices are as stated at the time of Order and include VAT where applicable.

8.2 Payment must be received in full prior to release or dispatch of Goods.

8.3 We reserve the right to cancel any Order where payment is not received.

## **9. HIGH-VALUE TRANSACTIONS**

9.1 We reserve the right to request additional identification and verification for high-value transactions.

9.2 Transactions may be delayed or refused pending compliance with legal or regulatory obligations.

9.3 We may restrict acceptable payment methods at our discretion.

## **10. ARTIST RESALE RIGHTS (ARR)**

10.1 Certain artworks may be subject to Artist Resale Rights ("ARR") under applicable law.

10.2 Where applicable, ARR fees shall be payable by the Customer in addition to the purchase price.

## **11. DELIVERY**

11.1 Delivery shall be made within a reasonable timeframe unless otherwise agreed.

11.2 Delivery costs and arrangements will be confirmed at the time of sale.

11.3 International shipments may be subject to import duties, taxes, and customs fees, which are the responsibility of the Customer.

## **12. SHIPPING AND INSURANCE**

12.1 Shipping may be arranged by us or through third-party carriers.

12.2 Unless otherwise agreed in writing, insurance during transit shall be arranged at the Customer's expense.

12.3 Risk shall pass to the Customer in accordance with Clause 13.

### **13. RISK AND TITLE**

13.1 Risk of loss or damage passes to the Customer upon delivery.

13.2 Title to the Goods shall not pass until full payment has been received in cleared funds.

### **14. CANCELLATION RIGHTS (CONSUMERS)**

14.1 Consumers have the right to cancel the Contract within 14 days of receiving the Goods.

14.2 Notice of cancellation must be provided in writing.

### **15. RETURNS AND REFUNDS**

15.1 Goods must be returned within 14 days of cancellation.

15.2 The Customer is responsible for return shipping costs unless the Goods are faulty or misdescribed.

15.3 Refunds will be processed within 14 days of receipt of returned Goods.

### **16. AUTHENTICITY GUARANTEE**

16.1 We provide a limited authenticity guarantee for a period of five (5) years from the date of sale.

16.2 This guarantee applies only where authenticity is materially incorrect and supported by recognised expert opinion.

16.3 The sole remedy shall be rescission of the sale and refund of the purchase price.

16.4 This guarantee is non-transferable.

### **17. ANTI-MONEY LAUNDERING**

17.1 We comply with all applicable anti-money laundering regulations.

17.2 We may require identification documents and conduct verification checks.

17.3 We reserve the right to refuse or delay transactions where required by law.

## **18. LIABILITY**

18.1 Nothing in these Terms excludes liability for fraud, death, or personal injury caused by negligence.

18.2 To the fullest extent permitted by law, our total liability shall not exceed the purchase price of the Goods.

18.3 We shall not be liable for any indirect or consequential losses, including loss of profit or business opportunity.

## **19. GOVERNING LAW AND JURISDICTION**

19.1 These Terms are governed by the laws of England and Wales.

19.2 For international Customers, disputes may be brought in England and Wales or in the Customer's local jurisdiction where required by law.

## **20. COMPLAINTS**

20.1 Any complaints should be directed to: [info@gabrielfinearts.com](mailto:info@gabrielfinearts.com)

20.2 We aim to respond within five (5) working days.

## **21. GENERAL**

21.1 If any provision is found invalid, the remainder shall remain in force.

21.2 These Terms constitute the entire agreement between the parties.

**MODEL CANCELLATION FORM**

To: Gabriel Fine Arts Ltd  
Level 30, The Leadenhall Building  
122 Leadenhall Street  
City of London  
EC3V 4AB  
United Kingdom

Email: [info@gabrielfinearts.com](mailto:info@gabrielfinearts.com)

I/We hereby give notice that I/We cancel my/our contract of sale:

Ordered on / received on: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_