



A new centre for
contemporary arts at
the University of Brighton

Brighton CCA Artists' Editions Terms and Conditions of Sale

www.brightoncca.art

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We are delighted that you have chosen to purchase one of Brighton CCA's limited artists' editions.

Please read the terms and conditions carefully before placing your order.

By continuing with a purchase it is deemed that you have read, understood and agreed to these terms and conditions of sale.

1. Terms and conditions for the sale of Editions These terms and conditions ('Terms and Conditions') apply to the sale to you by Brighton CCA ('Brighton CCA') of any limited edition print or any other piece of artwork (the 'Artwork') by any artist (the 'Artist') either at Brighton CCA's premises or through its website.

2. Orders and Prices

2.1 In respect of an order made through Brighton CCA's website, the maximum order quantity for any one item is five. Select the item/s you wish to buy, then click on checkout and enter your personal details onto the form. Your order will then be sent to Brighton CCA by email. You can also order by telephone on +44 (0) 127 364 3010 or in person at Brighton CCA during opening hours.

2.2 Artwork prices are subject to change. Prices may rise as an edition of an Artwork begins to sell out.

3. Delivery

3.1 Delivery of the Artwork shall be made by you collecting the Artwork from the premises of Brighton CCA at the time of purchase or at any other date and time so agreed.

3.2 If you purchase the Artwork through the Internet or Mail Order, delivery will be made by Brighton CCA delivering the goods to the address specified in your order. Delivery will be made through Royal Mail Special Delivery (or alternative courier services if applicable) for UK orders and International courier services for non-UK orders. All delivery charges will be payable by you. Please allow up to 21 days for delivery unless otherwise stated.

3.3 Delivery to you will be deemed to have occurred once the packaged, stamped and addressed Artwork is placed with the Royal Mail, or such other carrier as we may use.

3.4 Where you request for delivery other than in accordance with condition 3.1, Brighton CCA shall be under no obligation under section 32 (2) of the Sale of Goods Act 1979.

4. Title and Risk

Title and risk in the Artwork shall pass to you when Brighton CCA has received the payment price for the Artwork in full, in cash or in cleared funds, whether or not delivery has been made. Upon such payment, you will be responsible for the Artwork, the risk of damage to or loss of the Artwork will pass to you and you shall be responsible for insuring the same.

5. Ownership of copyright

5.1 The Artist has worked with Brighton CCA and produced the Artwork as a special commission to support the aims of Brighton CCA. The Artwork was produced with the intention that it will be sold exclusively through Brighton CCA. The Artist and Brighton CCA have agreed that the Artwork may not be resold and accordingly, you agree that you will not do so.



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5.2 In addition, but without prejudice to your undertakings set out at condition 5.1 above, you may not sell or offer to sell the Artwork on any internet-based site of any description.

5.3 In accordance with the Copyright, Designs and Patents Act 1988, copyright in the Artwork shall remain the property of the Artist at all times. 5.4 You may not produce any image of the Artwork and may not, at any time, publish or submit for publication or reproduction of any image of the Artwork to any third party, including any internet website, for any purpose. 5.5 If you breach any of your obligations set out under condition 5.3 you agree that the payment of damages alone may not be a sufficient remedy to compensate Brighton CCA or the Artist for any such breach. We and/or the Artist may carry out all or any of the following actions:

5.6 Apply to the Court seeking an Order to prevent you from continuing to breach your obligations under these Terms and Conditions;

5.7 Apply to the Court seeking an Order that the Artwork or any item or items produced in breach of these Terms and Conditions shall be delivered up to us carriage paid;

5.8 Apply to the Court seeking an Order to require that any items produced in breach of these Terms and Conditions shall be destroyed; or

5.9 Apply to the Court seeking an Order to require that any offer for sale or image of the Artwork placed by you (whether directly or indirectly) on any internet website is removed.

5.10 The list set out above is not exhaustive and you will indemnify us in respect of the cost of any steps taken pursuant to condition 5.5 as a result of your breach of these Terms and Conditions.

6. Data protection

6.1 By signing these Terms and Conditions, you confirm that you are aware of and consent to the use by Brighton CCA of any personal data within the meaning of the Data Protection Act 1998 and that Brighton CCA may create and maintain computer and paper records, collect, hold, control, use and transmit personally identifiable information obtained from you in the course of the purchase of the Artwork.

6.2 By agreeing to these Terms and Conditions you consent that such personal data may be used for promotions connected with Brighton CCA and may be provided to any third party in a similar business to Brighton CCA.

6.3 You consent to Brighton CCA revealing personal data to the Artist should you breach these Terms and Conditions.

7. Liability of Brighton CCA

7.1 Except in respect of death or personal injury caused by Brighton CCA's negligence, Brighton CCA shall not be liable to you by reason of any representation (unless fraudulent), or any implied warranty, condition or other term, or any duty at common law, for any loss of profit or any indirect special or consequential loss, damage, costs, expenses or other claims (whether caused by the negligence of Brighton CCA, its employees, agents, sub-contractors or otherwise) which arise out of or in connection with the sale of the Artwork or its use by you and the entire liability of Brighton CCA under or in connection with the sale of the Artwork to you shall not exceed the total sum paid under the invoice for the Artwork.

7.2 Brighton CCA does not accept any liability for damage to the Artwork caused by your own negligence or fault, in particular, but not restricted to, in the maintenance of the Artwork.

8. Rights of Third Parties

No third party shall have any rights under the Contracts (Rights of Third Parties) Act 1999 in connection with these Terms and Conditions other than in respect of condition 5 above, which confers a benefit on the Artist and is intended to be enforceable by the Artist.

9. Cancellation Rights

Please note that you cannot cancel this contract. Accordingly, once purchased you may not return the Artwork and Brighton CCA does not offer refunds. You may reserve an artwork for up to one month by paying a non-refundable deposit covering at least 25% of the total price.

10. Waiver No failure or delay by Brighton CCA in exercising any right, power or privilege shall impair the same or operate as a waiver of the same, nor shall any single or partial exercise of any right, power or privilege preclude any further exercise of the same or the exercise of any other right power or privilege. The rights and remedies provided in these Terms and Conditions are cumulative and not exclusive of any rights and remedies provided by law.

11. Severance If any provision of these Terms and Conditions is prohibited by law or judged by a court to be unlawful, void or unenforceable, the provision shall, to the extent required, be severed from these Terms and Conditions and rendered ineffective as far as possible without modifying the remaining provisions of these Terms and Conditions, and shall not in any way affect any other circumstances of or the validity or enforcement of these Terms and Conditions.

12. Governing Law and Jurisdiction These Terms and Conditions shall be governed by and construed in accordance with English law and the parties irrevocably submit to the non-exclusive jurisdiction of the English courts. Nothing contained in these Terms and Conditions affects your statutory rights.

