



Part 1 - The Hirer

ART HIRE AGREEMENT

Name: _____

Address: _____

Curwen & New Academy Gallery
 34 Windmill Street, London W1T 2JR
 T: 020-7323 4700 / F: 020-7436 3059
 Website: www.curwengallery.com
 Email: gallery@curwengallery.com

Tel: _____

Email: _____

Nature of Business: _____

	Part 2 - Description of work	Value (£) ex.VAT
Total value of works (ex.VAT)		
Cost of hire at 17.5% of total value		
Total VAT		

Part 3 - Hire Terms & Purchase Options

Period of hire _____ until _____

Cost of hire (inc. VAT) _____ to be paid _____

The hirer may purchase all or any of these works at any time during the hire period at the above quoted retail prices less 15% after the first 6 months hire, and less a further 11.25% after each subsequent 6 months hire.

In signing this agreement I/we acknowledge I/we have read the Terms and Conditions overleaf and fully understand them and I/we request that Curwen & New Academy delivers to me/us the works for the period of the hire and at the hire payment specified above in accordance with the terms and conditions overleaf. I/we accept that this agreement shall not be binding unless and until accepted by the owner in accordance with clause 2 overleaf.

Print name _____ Signature _____
 (For and on behalf of hirer stated above)

Print name _____ Signature _____
 (For and on behalf of Curwen & New Academy)

Terms & Conditions of Hire

I. Definitions

In these terms and conditions the following expressions have the following meanings:-

“the Owner”

Curwen & New Academy Gallery (C.N.A.) Limited of 34 Windmill Street, Fitzrovia, London W1T 2JR

“the Hirer”

the hirer named in Part 1 of the Schedule

“the Works”

the works listed in part 2 of the Schedule and such other works which are taken by the Hirer from time to time in addition to or in replacement thereof pursuant to the provisions of Clause 4 hereof.

2. Acceptance of agreement

The agreement made by the Hirer overleaf shall remain open for 14 days during which time the agreement can only be validly accepted by the Owner sending to the Hirer a duplicate copy of the agreement countersigned by a duly authorised person on behalf of the Owner, save that the Owner reserves the absolute right and discretion to refuse to accept the agreement.

When the agreement has been accepted by the Owner the following terms and conditions shall apply to the Works.

3. Period of Hire

The period of hire of each item of the Works shall commence when the agreement by the Hirer has been accepted by the Owner and the Works have been delivered to the Hirer, at the Hirer's expense, and shall continue for the period specified in Part 3 of the Schedule unless determined as hereinafter provided.

4. Replacement of Works

The addition or exchange of works listed in Part 2 of the Schedule may be arranged by mutual agreement from time to time, in which case all costs relating to the change will be met by the party requesting the change.

5. Rental

(a) The Hirer will pay punctually and without demand to the Owner the rentals (“the Rentals”) for each item of the Works at the times stated in Part 3 of the Schedule notwithstanding damage to or destruction or loss of that item provided that delivery of that item has been made.

(b) The Hirer shall pay the Rentals by cash instalments in advance and such instalments may be made by standing order to a bank in a form approved by the Owner.

(c) The time of payment of the Rentals shall be of the essence of this Agreement and the Hirer shall be deemed to have repudiated this Agreement if any of the Rentals together with interest thereon calculated pursuant to the provisions of Clause 14 remain unpaid for more than one month after becoming due and the Owner may elect to terminate this Agreement without prejudice to his rights to claim payment of all sums due together with interest and damages.

6. Acceptance of Works

The Hirer shall inspect every item of the Works within 48 hours after delivery thereof to him/her and shall forthwith notify the Owner in writing of any defect in the condition of any of the Works and if no such notification is given in respect of any item of the Works it shall be conclusively presumed that the Works are in good order and condition and in every way satisfactory to the Hirer and fit for the purpose for which they are required.

7. Insurance

(a) The Hirer shall insure the Works and keep them effectively insured during the currency of this Agreement to their full replacement value (and in the event of an increase such increase shall be notified to the Hirer by the Owner) under a policy of insurance against all risks capable of being covered without restriction or excess and to ensure that the Owner's interest in the Works is noted on such policy and pay punctually all premiums due for such insurance and to produce to the Owner upon request the policy or policies of insurance and the receipt for the current premiums and should the Hirer fail so to do to reimburse the Owner forthwith on demand any sums paid by it to insure or maintain the insurance on the Works (the Owner however being under no obligation to effect or maintain such insurance).

(b) In the event of any damage or loss to the Works the Hirer shall forthwith notify the Owner thereof and if and when requested by the Owner so to do forthwith at the Hirer's own expense to assign to the Owner all the Hirer's rights benefits and claims under the policy of insurance effected by the Lessee in respect of such damage or loss and the Hirer irrevocably appoints the Owner to be his/her or its sole agents and the only person to receive all monies payable under any such insurance and to negotiate agree or compromise with the insurance company as to the amount so payable and to institute proceedings whether in the Hirer's name or otherwise for the recovery of such monies and to give an effectual receipt and discharge to the insurers.

(c) Any monies received by the Owner under any such insurance mentioned in sub-clause (a) shall be used to discharge the Hirer's liability to the Owner at the date of the receipt of such monies and to compensate the Owner for the loss, theft or destruction of or damage to the Works, and any surplus shall be retained by the Owner and paid to the Hirer, but if the insurance monies are insufficient to compensate the Owner as aforesaid the amount of the deficiency shall forthwith be paid by the Hirer to the Owner (and thereupon this Agreement shall be determined).

8. Location and Use of Works

During the continuance of this Agreement the Hirer shall:

(a) not sell or offer for sale assign mortgage pledge underlet lend or otherwise deal with the Works or any item thereof or with any interest therein or in this Agreement,

(b) keep the Works in the Hirer's own possession custody and control and not remove them or any item thereof from the place where the Works are to be located as stated in the Schedule without the previous consent in writing of the Owner and not allow any lien be created on the Works for any reason whatsoever,

(c) punctually pay all rates, rents, taxes, charges and impositions payable in respect of the premises where the Works shall for the time being be situated and produce receipts for such payments to the Owner on demand and pay all license duties fees and registration charges payable in respect of the Works,

(d) protect the Works against distress execution or seizure (or in Scotland any form of diligence) and indemnify the Owner against all losses, costs, charges, damages and expenses incurred by the Owner by reason or in respect thereof.

9. Maintenance

The Hirer shall keep the Works in good order and condition and any damage to the Works shall be deemed to be total damage so that the Hirer shall be responsible for any loss or damage thereto. In the event of any damage to any of the Works the Owner shall be entitled to immediate possession thereof and the Hirer shall be liable in damages accordingly. The Hirer shall permit the Owner and any person authorised by it at all reasonable times to enter upon the premises in which the Works are for the time being kept for the purpose of inspecting and examining the condition of the Works.

10. Automatic Cessation of Hire

In the event of any of the following:-

(a) the Hirer commits any act of bankruptcy;

(b) a receiving order is made against the Hirer;

(c) distress is levied or threatened against any of the goods or against the premises where the goods are kept;

(d) the Hirer abandons the goods;

(e) a receiver or manager of the Hirer is appointed;

(f) the Hirer calls a meeting of creditors

(g) the Hirer makes a deed of assignment or arrangement or composition for the benefit of his creditors;

(h) the Hirer being a Limited Company passes a resolution for voluntary liquidation other than for reconstruction;

(i) a petition for winding up is presented against the Hirer; or

(j) the Hirer shall die; or

(k) the Hirer being a firm is finally dissolved or if any partner thereof shall do or suffer any of the events (a) (b) (d) (e) (f) (g) or (j) hereof then this Agreement shall be deemed to have been repudiated by the Hirer; and

(l) in respect of any Work if that Work is deemed to suffer total damage pursuant to Clause 9 above the hiring shall cease forthwith and the Owner shall be entitled to immediate possession of the Works and the Hirer shall be liable in damages accordingly.

11. Procedure on Cessation of Hiring Under Clause 10

On the cessation of the hiring of the Works for whatever reason the Hirer (which expression shall for this purpose include his personal representatives) shall

(a) deliver the Works to the Owner at the Hirer's expense or (if the Owner so wishes) permit the Owner to enter the Hirer's property to repossess the Works and shall pay any expenses incurred by the Owner in tracing and taking possession of the Works.

(b) assign to the Owner without payment thereof all rights, claims and benefits under any insurance policy relating to the Works, and

(c) pay to the Owner rental up to the date of termination and all other sums due and unpaid under this Agreement.

12. Variation Terms

No purported variation of any of the terms of this Agreement shall be enforceable nor shall have any effect unless it is in writing and signed by a duly authorised person on behalf of the Owner.

13. Identification Marks

The Owner may fix to the Works or any part thereof identification plates or marks to show that the Works are the property of the Owner or for any other purpose and the Hirer shall not remove, obliterate, deface or cover up any such marks or plates.

14. Interest

The Hirer shall pay interest on all overdue payments hereunder at the rate of 2% per annum over the bank rate with a total minimum rate of 6%.

15. Declaration

It is hereby agreed and declared that:-

(a) The Works are and shall at all times be and remain the sole and exclusive property of the Owner and the Hirer shall have no right or title or interest in them except as expressed in this Agreement.

(b) The hire of the Works is personal to the Hirer.

(c) All replacements and additions to the Works referred to in Clause 4 shall be deemed to form part of them and shall forthwith become the property of the Owner and subject to the terms and conditions herein.

(d) No forbearance indulgence or relaxation on the part of the Owner shown or granted to the Hirer or in enforcing any of the terms or conditions contained herein shall in any way affect the rights or powers of the Owner hereunder or operate as or be deemed to be a waiver of any breach of the terms or conditions herein on the part of the Hirer.

(e) The Hirer shall in no circumstances acquire any copyright of the Works.

16. Generally

(a) Any written communication from the Owner to the Hirer shall be deemed to have been received by the Hirer 48 hours after posting if it is despatched in the ordinary course of post to the Hirer's last known address and at the date of delivery if delivered otherwise than by the post to the Hirer's last known address

(b) Money sent by post shall be at the Hirer's risk.

17. Applicable Law

This Agreement shall be governed construed and enforced according to English law.



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