



## 1. Introduction

**1.1** These Terms and Conditions govern your relationship with “508 Gallery” and apply to all quotations, offers, orders and contracts for sale of Goods. Please ensure that you read these Terms and Conditions carefully, and check that the details on any quotation, offer, order or contract and in these Terms and Conditions are complete and accurate. If you think that there is a mistake, please contact 508 Gallery to discuss, and please make sure that you ask us to confirm any changes in writing to avoid any confusion.

**1.2** In these Terms and Conditions, unless stated otherwise:

**Buyer** – means the purchaser of the Goods from 508 Gallery;

**508 Gallery** – means the company selling the Goods being a trading name of Marc Burca & Company LTD a company registered in England and Wales under company number **08067471** and with registered office at **BBK Partnership, 1 Beauchamp Court, 10 Victors Way, Barnet, Herts EN5 5TZ**

**Goods** – means the items to be sold to the Buyer by 508 Gallery, either all or part of them as set out in the written invoice issued by 508 Gallery pursuant to clause 2.2;

**Terms and Conditions** – means the terms and conditions set out in this document.

**1.3** The Terms and Conditions constitute the entire understanding of the parties and supersede all prior discussions, negotiations, agreements and understandings, whether oral or written.

**1.4** No change or modification of the Terms and Conditions (including change orders) is valid unless it is **IN WRITING AND SIGNED BY ALL THE PARTIES**.

**1.5** If any part of the Terms and Conditions is held invalid, unenforceable or void by a court of competent jurisdiction, the Terms and Conditions are considered divisible as to such part, and the remainder of the Terms and Conditions are valid and binding as though such part was not included in the Terms and Conditions to the fullest extent permitted by law.

**1.6** The Terms and Conditions are governed by the laws of England (without regard to the laws that might be applicable under principles of conflicts of law) as to all matters, including, but not limited to, matters of validity, construction, effect and performance and both parties

agree to the exclusive jurisdiction of the English courts.

**1.7** The Terms and Conditions may be executed in two or more parts, each of which shall be deemed an original but all of which together shall be one and the same instrument.

**1.8** Nothing in these Terms and Conditions affects the statutory rights of any consumer.

**1.9** If 508 Gallery fails, at any time while these Terms and Conditions are in force, to insist that the Buyer performs any of its obligations under these Terms and Conditions, or if 508 Gallery does not exercise any of its rights or remedies under these Terms and Conditions, that will not mean that 508 Gallery has waived such rights or remedies and will not mean that the Buyer does not have to comply with those obligations. If 508 Gallery does waive a default by the Buyer, that will not mean that it will automatically waive any subsequent default by the Buyer. No waiver by 508 Gallery of any of these Terms and Conditions shall be effective unless it expressly says that it is a waiver and it tells the Buyer so in writing.

**1.10** A person who is not party to these Terms and Conditions shall not have any rights under or in connection with them under the Contracts (Rights of Third Parties) Act 1999.

## **2. Order**

**2.1** Any offer or acceptance of a quotation made by the Buyer will be deemed an offer to purchase the Goods governed by these Terms and Conditions.

**2.2** No offer or acceptance of a quotation will be deemed a binding agreement of sale until confirmation with a written invoice has been issued by 508 Gallery. Upon confirmation, these Terms and Conditions (as they may be amended by 508 Gallery from time to time) form a binding agreement between the Buyer and 508 Gallery.

**2.3** Any Goods or services not confirmed by written invoice issued by 508 Gallery are deemed additional work and must be agreed in writing signed by both parties. These Terms and Conditions are applicable to any additional work or additional sales to the Buyer by 508 Gallery.

## **3. Purchase Price and Payment Methods**

**3.1** The purchase price shall be the price offered by 508 Gallery and confirmed to the Buyer by written invoice issued by 508 Gallery.

**3.2** The purchase price includes the cost of VAT, sale, use, excise or similar duty which may be applied. Any packaging, delivery costs, fees, duty or taxes applied will be billed to and paid by the Buyer as set forth on the written invoice issued by 508 Gallery.

**3.3** All payment shall be made in British Pounds Sterling and the agreed price is due in full at the time the offered price is accepted and confirmed by invoice, unless agreed otherwise in writing.

**3.4** The Buyer will have 10 working days from the date of invoice to make payment in full, unless agreed otherwise.

**3.5** Ownership (legal title) of the product will not pass to Buyer until the accepted and confirmed price is paid in full by the Buyer and received by 508 Gallery in cleared funds.

**3.6** Late Fees. Any payment not paid in full as per the Terms and Conditions will be subject to interest assessed on funds due at 3 percent per annum over the Royal Bank of Scotland base rate from time to time.

#### **4. Goods**

**4.1** The Goods to be delivered shall be specifically described in the written invoice provided by 508 Gallery.

**4.2** In the event the specific Good is not available as of the date the order is confirmed by written invoice, 508 Gallery agrees to source Goods of similar or greater quality.

**4.3** In the event 508 Gallery cannot source Goods acceptable to the Buyer because the ordered Goods are not available, the Buyer will have 7 days to provide written notice to cancel the order. 508 Gallery will, upon receipt of such notice, refund moneys paid in full.

**4.4** The Buyer agrees and acknowledges that all specifications and advertising issued by 508 Gallery and any descriptions or illustrations contained in 508 Gallery marketing materials are provided for the sole purpose of giving an approximate idea of the Goods described in them. 508 Gallery is not bound by such descriptions which do not form a part of these Terms and Conditions, nor are they a part of the sales agreement and this is not a sale by sample.

#### **5. Product Delivery**

**5.1** Unless otherwise agreed by the parties, delivery of the Goods shall be to the Buyer's home or business address.

**5.2** The Goods may be delivered framed or unframed. The frame will encase the product and is separate from the actual delivery packaging for the Goods. The client acknowledges that the Goods are unique, rare and of high value and that the value of the Goods can be

reduced by merely handling the Goods.

**5.3** 508 Gallery will make its best effort to deliver the Goods by the agreed date or within a reasonable time if no dates are stated. All delivery dates are estimates only and time of delivery is not of the essence.

**5.4** The Buyer must inspect the Goods upon delivery and advise 508 Gallery of any defects within 10 working days of delivery date or all complaints as to defects are waived.

**5.5** Risk of loss or damage to the Goods passes to the Buyer upon delivery.

**5.6** Where the Buyer requests that the Goods be placed directly in the safe custody of another party on behalf of the Buyer, delivery shall be deemed to take place on the date the Goods are transferred into safe custody.

**5.7** Where the Buyer requests at the time of purchase, that the Goods are stored “In Bond” outside of the United Kingdom, the Buyer understands that should they wish to import the Goods into the European Union they are liable for any import taxes / VAT chargeable by any customs authority for the importation of the Goods into any member country of the European Union.

## **6. Returns**

**6.1** If the Buyer is contracting as a consumer and has entered into a contract for the sale of Goods with 508 Gallery by distance selling means (for example, via the telephone, by mail order or online), the Buyer has a statutory right to cancel for any reason and receive a full refund within 14 days of purchase. The Buyer will receive a full refund of the price paid for the Goods in accordance with 508 Gallery refunds policy (set out below). The Buyer’s statutory right to cancel a contract starts from the date of the written invoice issued by 508 Gallery pursuant to clause 2.2 (when the contract between 508 Gallery and the Buyer is formed).

### **6.2**

**6.3** If the Buyer is contracting as a consumer and has cancelled the contract between it and

508 Gallery within the seven-day cooling-off period (see clause 6.1 above), 508 Gallery will process the refund due to the Buyer as soon as possible and, in any case, within 30 days of the day on which the Buyer gave 508 Gallery notice of cancellation. In this case, 508 Gallery will refund the price of the Goods in full (except in the case of sealed Goods as described in clause 6.4), and any applicable delivery charges. However, the Buyer will be responsible for the cost of returning the item to 508 Gallery.

**6.4** In all other cases not covered by clause 6.1, the Buyer may return any Goods delivered at the Buyer's cost within 7 days of receipt by giving written notification (by registered post, confirmed fax or confirmed email) of intent to return to 508 Gallery. If the Buyer decides to return the Goods, the Goods must be returned and received by 508 Gallery within 7 days of receipt of confirmed notice of return from the Buyer. If the Goods are not received within 7 days of receipt of confirmed notice of return from the Buyer, the sale is deemed final and no returns of the Goods will be accepted.

**6.5** With the Goods, the Buyer acknowledges that the Goods are unique, rare and of high value and that handling of said Goods can reduce the value of the Goods.

**6.3** Once a sale is deemed final, no returns will be accepted and the Client hereby accepts and waives any claims he/she may have under English law or otherwise.

**6.4** The Buyer is responsible for all delivery costs and insurance costs incurred for returned Goods.

**6.5** Unless otherwise prohibited by English law, full reimbursement of the purchase price of the Goods, less insurance and delivery costs, shall be the Buyer's sole remedy if the Goods are returned for any reason whatsoever.

## **7. Warranties**

508 Gallery makes no warranties, expressed or implied, except as specifically stated herein. Such warranties are in lieu of all other warranties, written or oral, statutory, express or implied, including without limitation, any warranty of merchantability or fitness for a particular purpose.

## **8. Termination by 508 Gallery**

508 Gallery may terminate this agreement if the Buyer fails to make payment when due or

substantially breaches any other obligation of these Terms and Conditions. 508 Gallery may notify the Buyer in writing of such termination and recover from the Buyer payment for Goods sold or work completed. The Buyer is liable for any and all costs incurred by 508 Gallery in connection with collection of such unpaid funds.

## **9. Force Majeure**

Provision of Goods supplied to the Buyer covered by the Sales Agreement is contingent upon the non-occurrence of strikes, accidents, delays of carriers, delays of delivery, delay of personnel or other causes unavoidable or beyond the control of 508 Gallery. If performance of the Sales Agreement or any obligation under the Sales Agreement is prevented, restricted, or interfered with by causes beyond either party's reasonable control ("force majeure"), and if the party unable to carry out its obligations gives the other party prompt written notice of such event, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include, without limitation, acts of God, fire, explosion, vandalism, storm or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, wars, supplier failures, shortages, breach, or delays. The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of non- performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. An act or omission shall be deemed within the reasonable control of a party if committed, omitted, or caused by such party, or its employees, officers, agents, or affiliates.

## **10. Mediation and Arbitration**

Any disputes between the parties hereto, whether arising under these Terms and Conditions or under any written invoices issued by 508 Gallery or otherwise, which the parties cannot resolve between themselves using good faith shall be referred to a court certified mediator in the County of the principal office of 508 Gallery, and any mediation shall be held in the County of the principal office of 508 Gallery. The Buyer shall bear the cost of said mediation. In the event that said dispute is not resolved in mediation, the parties shall submit the dispute to a neutral arbitrator residing in the County of the principal address of 508 Gallery. The arbitration shall be held in the County of the principal office of 508 Gallery. If either party refuses to comply with a ruling or decision of the arbitrator and a lawsuit is brought to enforce said ruling or decision, it is agreed that the party not complying with the ruling or decision of the arbitrator shall pay all the court costs and reasonable legal fees incurred in enforcing the ruling or decision of the arbitrator. Any rights of injunctive relief shall be in addition to and not in derogation or limitation of any other legal rights.

## **11. Indemnity**

The Buyer hereby agrees to indemnify 508 Gallery and undertakes to keep 508 Gallery indemnified against any losses, damages, costs, liabilities and expenses (including without

limitation legal expenses and any amounts paid by 508 Gallery to a third party in settlement of a claim or dispute on the advice of its legal advisers) incurred or suffered arising out of any breach by Buyer of any provision of these Terms and Conditions or arising out of any claim that Buyer has breached any provision of these Terms and Conditions.

## **12. Liability**

**12.1** If 508 Gallery fails to comply with these Terms and Conditions, it will be responsible for loss or damage that the Buyer suffers which is a foreseeable result of 508 Gallery's breach of the Terms and Conditions or its negligence, but it is not responsible for:

**12.1.1** any loss or damage that is not foreseeable;

**12.1.2** any loss which that is not caused by a breach of 508 Gallery or its agents or employees; and

**12.1.3** any business losses, or losses to parties who are not consumers.

Loss or damage is foreseeable if they were an obvious consequence of 508 Gallery's breach or if they were contemplated by both parties at the time the contract is entered into.

**12.2** Nothing in these Terms shall limit or exclude 508 Gallery liability for

**12.2.1** death or personal injury resulting from its negligence;

**12.2.2** defective products under the Consumer Protection Act 1987;

**12.2.3** for fraud or fraudulent misrepresentation;

**12.2.4** breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession);

**12.2.5** breach of the terms implied by sections 13, 14 and 15 of the Sale of Goods Act 1979 (description, satisfactory quality, fitness for purpose and samples); or

**12.2.6** defective products under the Consumer Protection Act 1987.

**12.7** In any event, the total liability of 508 Gallery in respect of breach of any contract for the sale of Goods or any representation given in connection with such a contract, whether in contract, tort (including negligence), statute or otherwise shall be limited to the purchase price for the Goods.

## **13. Communication**

**13.1** All notices shall be in writing and sent by registered post, facsimile or email to the address of the recipient stated in any quotation, order or acknowledgement of order.

**13.2** Notices shall be deemed to be received if sent by registered post, on the second day following the day of posting and, if sent by email or facsimile, on day of transmission (if sent before 4:00pm)

## **14. General**

**14.1** Each right or remedy of 508 Gallery under the Contract is without prejudice to any other right or remedy of 508 Gallery whether under the contract or not.

**14.2** No failure or delay by 508 Gallery to exercise any right, power or remedy will operate as a waiver of it, nor will any partial exercise preclude any further exercise of the same, or of any other right, power or remedy.

**14.3** The parties do not intend that any term of these Terms shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party of it.

## **15. Disclaimer**

**15.1** This legal notice should be read as an extension of any Terms and Conditions of 508 Gallery. 508 Gallery is not authorised or regulated by the FCA (Financial Conduct Authority). Work of art are not investments of a specified kind within the scope of the Financial Services and Markets Act 2000 nor are they controlled investments subject to Section 21 of the Financial Services and Market Act 2000 and the Financial Promotion Order. Any and all information provided by 508 Gallery relates to the sale of works of art and their value. 508 Gallery does not deal with “options”, futures or any regulated investments of a specified kind under the Financial Services and Markets Act 2000. No information provided should be deemed to constitute the provision of financial investment or other professional advice subject to regulation under the Financial Services and Market 2000.

**15.2** The information and services described in any marketing materials or the website are not intended to be used by or to be available to persons from outside the United Kingdom.

**15.3** The value of works of art and the income derived from them may go down as well as up and you may not receive back all the money which you invest.

**15.4** The services described or recommended in our marketing materials or on the website



may not be suitable for all people. You should seek your own professional advice as to the suitability of any such investment or service before you enter into any transaction.

**15.5** Any information relating to past valuation of Art is not necessarily a guide to future performance.

**15.6** Fluctuations in the rate of exchange may have an adverse effect on the value, price or income of non-sterling denominated Art.

**15.7** The information contained in our marketing materials or the website is not intended to be an offer to buy or sell securities, and this website should not be regarded as an offer of solicitation to conduct investment business of any investment or activity regulated by the FCA.

## **16. Data Protection**

508 Gallery will hold any personal information provided to it in confidence and in accordance with the Data Protection Act 1998 and other applicable data protection legislation. 508 Gallery will use such personal information for the administration and servicing of your purchase and all other related activities; 508 Gallery may disclose your personal information to its agents and service providers and other members of 508 Gallery for this purpose.

## **17. Copyright and Confidentiality**

Copyright, trademarks, database rights and all similar rights in this website and marketing materials are owned by 508 Gallery, its licensors or relevant third party content providers. You may use the information on this site and reproduce it in hard copy for your personal reference only. Such information may not otherwise be reproduced, distributed, stored in a data retrieval system or transmitted in any form or by any means without the prior written permission of 508 Gallery. Nothing in our marketing materials or in this website should be considered granting any license or right under any trademark of 508 Gallery or any third party.

## **18. Right of First Refusal**

In the event that you (“The Client”) desires to sell a piece of Art Work, previously acquired from Marc Burca & Company LTD (“The Company”) or one of 508 Gallery’s joint venture partners and the client has received a legitimate offer in writing from an unaffiliated third party to buy any work of Art previously acquired from “the company” or one of 508 Gallery’s joint venture partners, the client shall first notify the Company in writing of the proposed sale (the “sale notice”). Each Sale Notice shall contain all material terms of the proposed Sale, including, without limitation, a copy of the written offer received, the name

and address of the prospective purchaser, the purchase price and terms of payment, and the date and place of the proposed sale.

(a) *Company's Right of First Refusal.* The Company shall have an option for a period of ten (10) days from the date the Sale Notice is given to elect to purchase the work of Art at the same price and subject to the same material terms and conditions as described in the Sale Notice (or terms and conditions as similar as reasonably possible). The Company may exercise such purchase option and, thereby, purchase all (or any portion of) the Art Work by notifying the client in writing before expiration of such ten (10) day period as to the Art Work that it wishes to purchase from the client.

(b) If the Company gives the client notice that it desires to purchase such Art Work, then payment for the Art Work shall be by cheque or bank transfer, against delivery of the Art Work to be purchased at a place agreed upon between the parties and at the time of the scheduled closing therefor, which shall be no later than the later than thirty (30) days after the date the Sale Notice is given. If the Company fails to purchase all of the Art Work by exercising the option granted in this Section (a) within the period provided, the Company shall forfeit its Right of First refusal as outlined in Sections (a) and (b).

## **19. Artists that work with the Gallery (“Artists”)**

**19.1** For so long as any artworks or Goods of the Artists are in the possession of the 508 Gallery (“the Gallery”) and/or listed on the Gallery’s online platform(s) or the Gallery’s partnership e-commerce sites, the Gallery has exclusive rights at the Property and/or at any location determined by the Gallery to hold, display, exhibit, offer for sale, sell, authorise other to offer for sale, display, exhibit and sell such artworks

**19.2** The Artist is not permitted to engage others to perform services of the same or similar nature to those provided by the Gallery in respect of any of the artwork, and the Artist shall not be permitted to display or sell such artworks (whether they be the original artworks or duplicates, copies or prints) either online, or at any other gallery/art fair/website or any other company, institution or body

**19.3** Images of the artwork where it is displayed may be produced, used and/or displayed, and the Gallery shall not be liable to pay to the Artist any royalties, commissions or other sums for such images

**19.4** For those artworks commissioned by one or more private individuals, by the government or businesses, the Gallery will hold the commissioned conversation. The Artist is not permitted to contact or deal with the commissions for so long as any artworks or Goods are in the possession of the Gallery

**19.5** The Gallery will use reasonable endeavours to sell the artwork and the Artist agrees to

provide to the Gallery, promptly upon request, any necessary documents or information to assist with the sale

**19.6** The Artist agrees and undertakes:

- a) To pay to the Gallery the agreed commission with respect to the total sales generated, agreed and/or negotiated in respect of any artworks
- b) To pay top the Gallery any other fee agreed in full without any set off, counterclaim, deduction or withholding promptly
- c) To indemnify and keep indemnified the Gallery against all losses, claims, demands, actions, proceedings, damages, costs, expenses of other liability in any way arising from these terms and conditions and in respect of any breach of the Artist's undertakings or obligations
- d) To observe any rules and regulations the Gallery make from time to time in relation to the Artists artwork

**19.7** Whilst the Gallery will use reasonable endeavours to ensure that insurance is in place with respect to physical loss or damage to the artworks whilst the artwork is in the possession of the Gallery (subject to limitations and exclusions), the Gallery is not liable for:

- a) Damage to or theft or loss of the artworks or to any property of the Artist or their employees or invitees to the Gallery premises  
any losses, claims, demands, actions, proceedings, damages, costs or expenses or other liability incurred by Artist or the Artist's employees, customers or other invitees to the Gallery premises in the exercise or purported exercise of any of the Artists rights

**19.8** The Artist must ensure that they hold and maintain valid insurance for their artworks for the appropriate level of cover for the duration of the time for which their artwork is in the possession of the Gallery

**20. Right of 10% Overage**

You ("The Client") agree to pay Marc Burca & Company LTD ("the Company") 10% ("The Overage") of any profit achieved from the resale of any art you purchase through 508 Gallery. This overage is to be paid across to the 508 Gallery company bank account or an account of the companies choosing within 5 business days of the resale of the work of art by the client.

The 508 Gallery, Chelsea, London, SW10 0LD, UK incorporated and registered in England and Wales with company number 08067471 who's registered office C/O BBK partnership 1 Beauchamp Court, 10 Victors way, Barnet, EN5 5TZ  
T: 020 (3)719 3109 E: [hello@508kingsroad.com](mailto:hello@508kingsroad.com)