

# PERSEVERE

MAX DENISON-PENDER





**RICHARD GREEN**

FINE PAINTINGS • ESTABLISHED 1955

# PERSEVERE

MAX DENISON-PENDER

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Paintings are sold subject to our standard terms and conditions of sale, copies of which may be obtained on request and are also available on our website







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# Introduction

The underlying theme of my second solo exhibition is perseverance; the continued effort to do or achieve something despite difficulties, failure, or opposition.

Artists by their very nature must be optimists. Exhibited paintings don't just happen, they are an alchemy of many things including inspiration, passion, concentration, committed brushwork, good light, good timing, and good luck, but what underpins all of this is perseverance; the unspoken mantra to keep going, no matter what Fate casts in your way.

As a *plein air* painter, I revel at the prospect of packing my painting materials and easel and heading outdoors to paint on cliffs, in woods, rivers, ice flows, beaches and even two weeks on erupting volcanoes. Once your easel is firmly planted in the dirt, a riverbed, ice, or sand, you quickly learn to adapt to your surroundings and mould into the contours of your landscape. One literally learns to go with the flow, be it a fast-flowing river in Wales or a fiery, molten lava stream in Iceland.

Painting 'in situ' is not for everyone. However, I have always believed in eschewing the comforts of the studio for the great outdoors. This is the only way to truly capture the essence of one's surroundings with a freshness and energy rarely available in the confines of a warm, dry studio. On the flip side, this foolhardy approach comes with its attendant risks; from a practical perspective, painting at the mercy of the elements, especially in the wind and the rain, requires stamina and a lot of gaffer tape to keep everything in place. And from a personal perspective, over the past year or so whilst putting together this exhibition, I have been gassed, burnt, punched, and nearly drowned whilst standing at my easel. Who says artists don't suffer for their art?

Max Denison-Pender

Left: *Grape vine* (detail)  
Cat. no. 1







## Landscapes

The power of the Sublime is a wondrous thing. Be it on an Icelandic mountainside in front of an erupting volcano projecting incendiary lava bombs, next to becalming icebergs or the searing 46° heat of Spain in midsummer, we all learn to adapt and persevere in our chosen environment.

Here we have a river whose meandering course has changed over millions of years, thousand-year-old olive trees and glaciers formed in the Ice Age over two million years ago. All different but bound together by Nature's rules and against the odds, still persevering today.

Over the past two years I have found myself planting my easel in sand, snow, shingle and rocks. Arguably the most hazardous project was getting up close and personal with the Geldingardalur volcano in Iceland. Nature at its most violent with honeycomb cinders falling all around like hail. The acrid stench of sulphur bringing with it the constant threat of being gassed or encircled by molten lava. Like a scene from *The Land that Time Forgot*.

*Where the snow melts (detail)*  
Cat. no. 7





1

*Grape vine*

Signed lower right: *Max DP*; signed, dated and inscribed on the reverse:

*'Grape Vine' / Andalusia, Spain, 2021 Max DP*

Oil on panel: 16 × 23 in / 40.6 × 58.4 cm





2

*Olives*

Signed lower right: *Max DP*; signed, dated and inscribed on the reverse:

*'Olives' / Greece, Zakynthos, 2021 / Max DP*

Oil on panel: 16 × 23 in / 40.6 × 58.4 cm



3

*Jökulsárlón*

Signed lower right: *Max DP*; signed, dated and inscribed on the reverse:

*'Jökulsárlón' / Iceland 2021, Max DP*

Oil on panel: 12 × 17 in / 30.5 × 43.2 cm





4

*Hestur*

Signed lower right: *Max DP*; signed, dated and inscribed on the reverse:

*'Hestur' / Iceland, 2021, Max DP*

Oil on panel: 11  $\frac{3}{4}$  × 17 in / 29.8 × 43.2 cm



5

*Almond orchard*

Signed lower right: *Max DP*; signed, dated and inscribed on the reverse:

*'Almond Orchard' / Andalusia, Spain 2021 Max DP*

Oil on panel: 16 × 23 in / 40.6 × 58.4 cm





6

*Petta reddast*

Signed lower right: *Max DP*; signed, dated and inscribed on the reverse:  
*'PETTA REDDAST' / It means 'Everything is going / to be alright' in Icelandic. / It's  
what was going through / my head constantly as lava / droplets were landing on me. /*

*Volcano 'Fagradalsfjall' / Iceland, 2021 Max DP*

Oil on panel: 12 × 17 in / 30.5 × 43.2 cm







7

*Where the snow melts*

Signed lower right: *Max DP*; signed, dated and inscribed on the reverse:  
*'Where The Snow Melts' / Wales, of India Leaby / 2021 Max DP*  
Oil on panel: 32 × 28 in / 81.3 × 71.1 cm



8

*Sandwich Bay*

Signed lower left: *Max DP*; signed, dated and inscribed on the reverse:

*'Sandwich Bay' / 2021, Sandwich Bay, Kent / Max DP*

Oil on panel: 11  $\frac{3}{4}$  × 17 in / 29.8 × 43.2 cm





9

*Shipwreck*

Signed lower right: *Max DP*; signed, dated and inscribed on the reverse:

*'Shipwreck' / Greece, Zakynthos 2021, Max DP*

Oil on panel: 16 × 23 in / 40.6 × 58.4 cm



## Boxing

World Champion boxer Anthony Joshua and I are the same height. This is where the similarities end.

Why paint boxers? Boxing is an art form. In stark contrast to painting, boxing embraces the powerful beauty of life; the gladiatorial aspect drills down to our most basic instincts; to survive, persevere, conquer or be conquered.

Painting AJ *in situ* was a profound experience. Not until the great man shadow boxed a metre in front of me with nothing but my palette as my trusty shield, did I fully appreciate the sheer controlled violence and power of the prize-fighter.





*Hook (detail)*  
Cat. no. 10



10

*Hook*

Signed lower right: *Max DP*; signed, dated and inscribed on the reverse:  
*'Hook' sketch / Anthony Joshua / shadow boxing / 2020, Finchley / ABC / Max DP*  
Oil on panel: 12 × 8 in / 30,5 × 20,3 cm





11

*Anthony Joshua 1*

Signed lower right: *Max DP*; signed, dated and inscribed on the reverse:

*'Anthony Joshua 1' / Sketch / 2020 / Max DP / (from life)*

Oil on panel: 12 × 8 in / 30,5 × 20,3 cm



12

*Finchley ABC*

Signed lower right: *Max DP*; signed, dated and inscribed on the reverse:  
*'Finchley ABC' / 2021 Max DP / My time at Finchley ABC with  
Anthony Joshua and his team*

Oil on canvas: 51 × 69 in / 129.5 × 175.3 cm





13

*Sparring*

Signed lower right: *Max DP*; signed, dated and inscribed on the reverse:  
*'Sparring' / Finchley ABC, 2021 / Hosen Stuart, Ozzy / Cozoid (orange) / Max DP*  
Oil on panel: 8 × 12 in / 20.3 × 30.5 cm







Mab 08





14

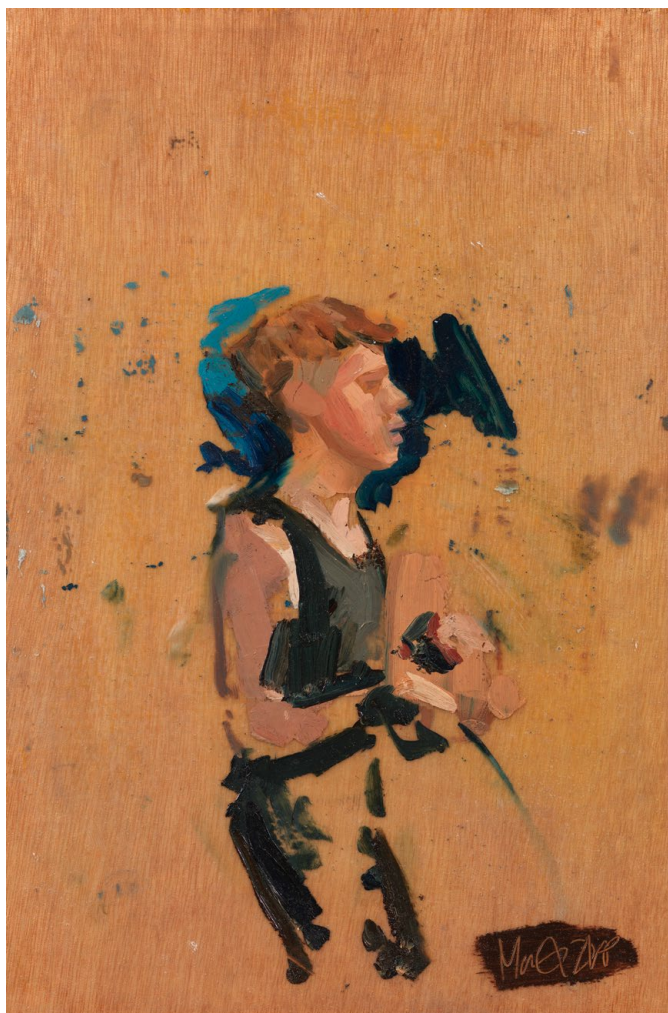
*Shadow box 1*

Signed lower right: *Max DP*; signed, dated and inscribed on the reverse:

*'Shadow Box 1' / Anthony Joshua, / Finchley ABC, 2020 / Max DP*

Oil on panel: 12 × 8 in / 30,5 × 20,3 cm





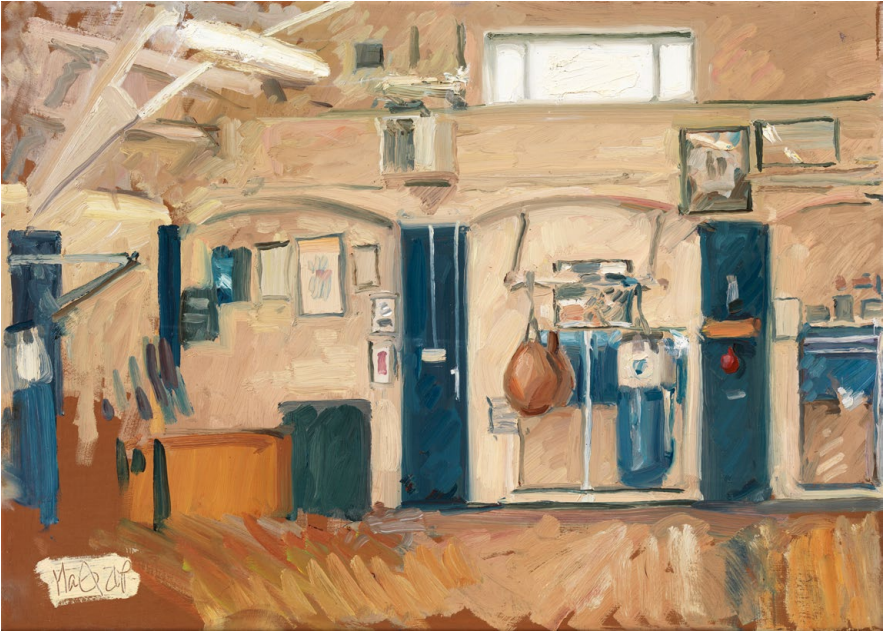
15

*Mr Bradley*

Signed lower right: *Max DP*; signed and inscribed on the reverse:

*"Mr Bradley" / Finchley ABC / Max DP*

Oil on panel: 12 × 8 in / 30,5 × 20,3 cm



16

*Where it began*

Signed lower left: *Max DP*; signed, dated and inscribed on the reverse:  
*24/02/21 / AJ, / THANK YOU FOR LETTING / ME FILM, AND LETTING /*  
*ME PAINT YOU! THIS / PAINTING IS CALLED / "WHERE IT BEGAN" /*  
*ALL THE BEST, MAX DP*

Oil on panel: 10 × 14 in / 25.4 × 35.6 cm





17

*AJ's boxing gloves*

Signed lower right: *Max DP*; signed, dated and inscribed on the reverse:

*AJ's boxing gloves / Finchley ABC 2020 / Max DP*

Oil on panel: 10 × 14 in / 25.4 × 35.6 cm





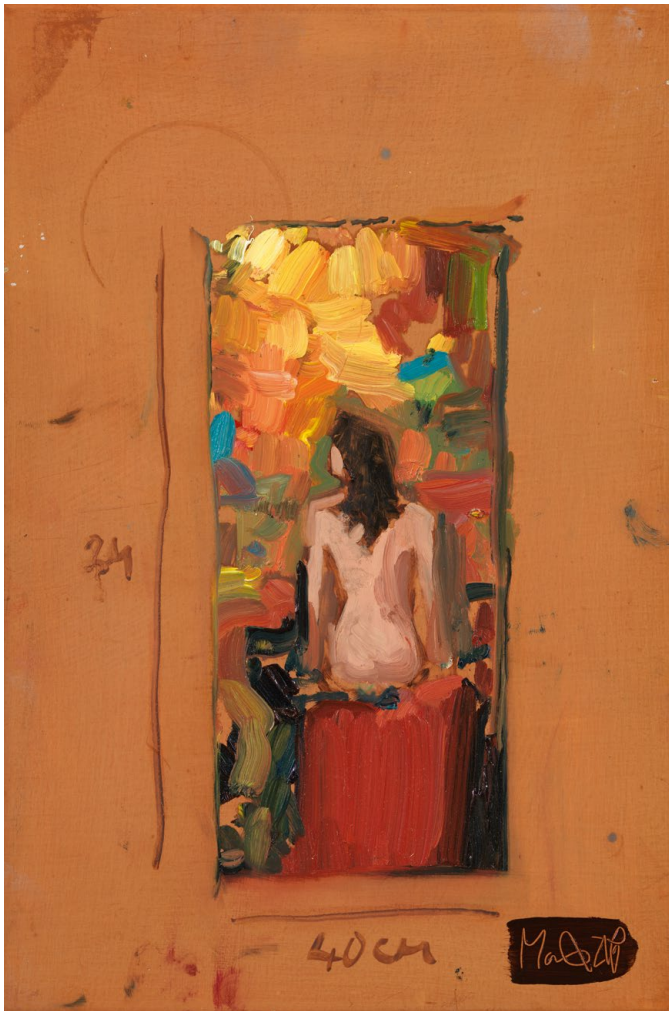


# India

India is the perfect muse and a joy to paint. When out painting in the wilds, she displays a rare combination of beauty and robustness. Neither is she a stranger to descending precipitous cliff faces in the moonlight after a long day's work or wading through cold rivers in Wales in nothing but a flimsy negligee. She embodies the very essence of perseverance.

Having spent more than 200 hours painting India, her prominent cheek bones, sleepy eyes, and lustrous, pitch-black curly locks never lose their allure. From an artist's perspective they provide the perfect frame for her face and allow for strong contrasts in the final panel.

*She's called India 1 (detail)*  
Cat. no. 21

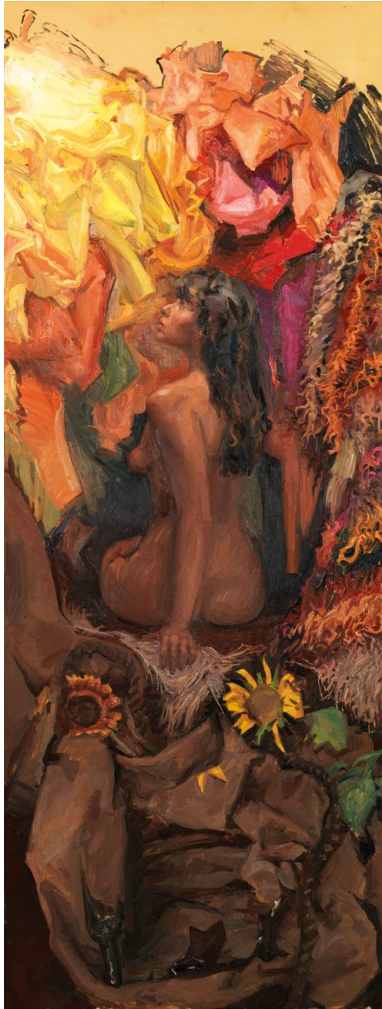


18

*Study for Where the wild things go*

Signed lower right: *Max DP*; signed, dated and inscribed on the reverse:  
*'Study for / Where the Wild / Things Go' / 2021, / of India Leaby / Max DP*  
Oil on panel: 12 × 8 in / 30,5 × 20,3 cm





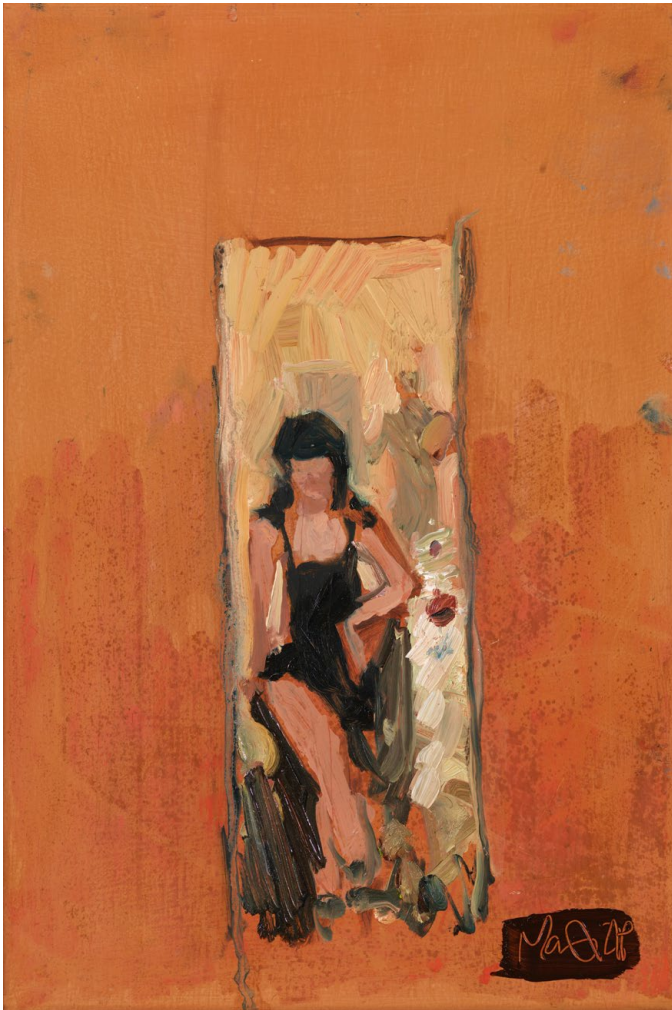
19

*Where the wild things go*

Signed lower left: *Max DP*; signed, dated and inscribed on the reverse:

*'Where The Wild Things Go' / India Leahy, Nude / 2021 Max DP*

Oil on panel: 73 × 27 <sup>3</sup>/<sub>4</sub> in / 185.4 × 70.5 cm



20

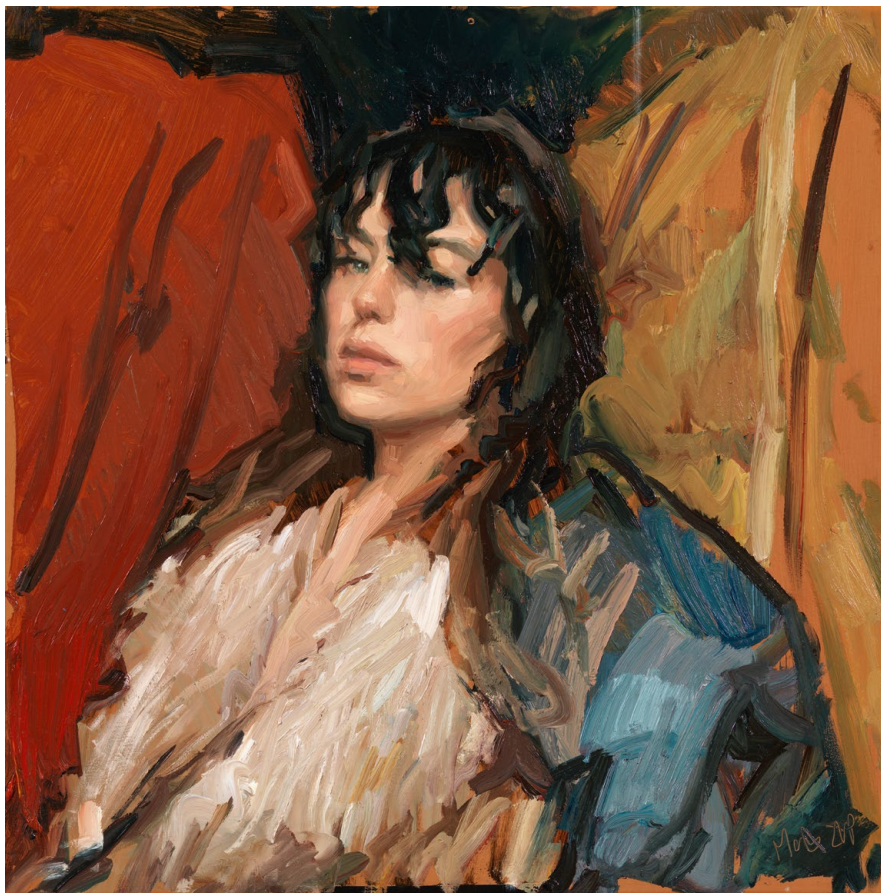
*Study for Oswald's*

Signed lower right: *Max DP*; signed, dated and inscribed on the reverse:

*'Study for Oswald' / 2021, India Leahy / in Oswald's Bar / Max DP*

Oil on panel: 10 × 7 in / 25.4 × 17.8 cm





21

*She's called India 1*

Signed lower right: *Max DP*; signed, dated and inscribed on the reverse:

*'She's Called India 1' / 2021, Portrait of India Leahy / Max DP*

Oil on panel: 15 <sup>3</sup>/<sub>4</sub> × 15 <sup>3</sup>/<sub>4</sub> in / 40 × 40 cm



22

*She's called India 2*

Signed lower right: *Max DP*; signed, dated and inscribed on the reverse:

*'She's Called India 2' / 2021, Portrait of India Leaby / Max DP*

Oil on panel: 15 <sup>3</sup>/<sub>4</sub> × 15 <sup>3</sup>/<sub>4</sub> in / 40 × 40 cm





23

*She's called India 3*

Signed lower right: *Max DP*; signed, dated and inscribed on the reverse:

*'She's Called India 3' / Portrait of India Leahy, 2021 / Max DP*

Oil on panel: 15  $\frac{3}{4}$  × 15  $\frac{3}{4}$  in / 40 × 40 cm









24

*Oswald's*

Signed lower right: *Max DP*; signed, dated and inscribed on the reverse:

*'Oswald's' / India Leaby, at Oswald's / 2021 / Max DP*

Oil on panel: 54 ½ × 35 ¼ in / 138.4 × 89.5 cm

# Terms and Conditions

Please read these Terms and Conditions of Sale ('terms') and only proceed with your purchase if you wish to be bound by them. Please contact Richard Green (Fine Paintings) or Richard Green & Sons Ltd ("us" or "we") if you wish to discuss any of the terms.

## 1. PURPOSE AND EFFECT

- 1.1 The terms constitute the entire agreement and understanding ("the agreement") in relation to the sale and purchase of the work (or works) of art identified on the invoice ("the Work") for the price stated on the invoice (being the agreed price for the sale of the Work to you) ("Price"). To the fullest extent permitted by law no other terms express or implied shall apply.  
We confirm that to the best of our knowledge we either own the Work or are authorised to sell it on behalf of the owner.
- 1.2 If you wish to rely on any variation of these terms, you must ensure that this has been agreed by us in writing.
- 1.3 All sales of Works by us are subject to these terms. Without limiting the ways in which these terms apply, acceptance of these terms shall be demonstrated: (1) by your signature or that of your agent on the invoice; (2) by full or partial payment of the Price; (3) by any other words or conduct demonstrating your or your agent's acceptance (for example by you or your agent accepting our offer to sell the Work to you which offer will always be subject to these terms); or (4) by your signature or that of your agent on the delivery note.
- 1.4 No agreement may be cancelled by you. You shall on demand indemnify and keep us indemnified in full against all loss, costs (including legal fees and court costs) and expenses incurred by us as a result of the agreement being breached in any way in full or in part by you. We may, but are not obliged to, mitigate our losses, liabilities, costs and expenses.

## 2. STATEMENTS ABOUT THE WORK

- 2.1 All statements by us as to the authenticity, attribution, description, date, age, provenance, title or condition of the Work constitute our judgement and opinion only and are not warranted by us. We do not accept any liability as a result of any changes in expert opinion which may take place subsequent to the sale.
- 2.2 While we will on request explain the condition of the Work at the time of the sale and provide any information in our possession about condition for which you may reasonably ask, we will not be responsible for any subsequent deterioration of the Work, however occasioned, after the sale. We accept no responsibility with regard to the hanging of sold Works; any work undertaken in this regard is at your risk.
- 2.3 All photographs, advertising and specifications provided by us are issued or published for the sole purpose of giving an appropriate idea of the Work but do not purport to be an exact or complete reproduction.
- 2.4 You are responsible for satisfying yourself as to any statements made by us as to the matters set out in clauses 2.1, 2.2, and 2.3 above.

## 3. PAYMENT OF PURCHASE PRICE

- 3.1 You must pay us the invoice Price for the Work, together with delivery costs, any VAT and any amounts payable to us under clause 7, by bank transfer or such other methods as we agree, within 30 days of the date of the invoice (unless specified otherwise on the invoice or statement). Payment is deemed received when we have cleared funds. Without prejudice to any other right or remedy we may have we are entitled to charge interest on late payments (before as well as after judgment) at the rate set out in the Late Payment of Commercial Debts (Interest) Act 1998 or where that Act does not apply at the rate of 2% per annum above Lloyds Bank plc base rate.
- 3.2 You are not entitled to withhold payment of any amount payable to us by reason of any dispute or claim by you whether by way of set off, counterclaim or other deduction. In the event of non-payment or other breach, we shall be entitled to obtain and enforce judgment without determination of any claims by you.
- 3.3 We reserve the right to require you to present such documents as we may require to confirm your identity. Where payment of the price is made by someone other than you ("third party payer"), we may require documents to confirm their identity and their relationship with you. We may decline such payments in our sole discretion.

## 4. COMMISSION PAYABLE BY US TO THIRD PARTIES

- 4.1 We may pay a commission to any party who has assisted us with the sale of the work to you or who has introduced you to us. You will be provided with details.

## 5. DELIVERY OF THE WORK AND PASSING OF RISK

- The Work will be delivered following receipt of the full Price by us in cleared funds.
- 5.1 We will deliver the Work to the address both parties have agreed in writing unless it is agreed in writing that you should collect it from us. You are responsible for all costs of delivery or collection unless we agree otherwise in writing.



- 5.2 You will be responsible for the Work, for the risk of damage to it or loss of it and also for insuring it, from the time and date agreed for its delivery and you agree that thereafter you will not hold us responsible for insuring the Work or for any loss or damage to the Work. Any loss or damage prior to delivery shall be covered by the terms of our insurance then in effect and we shall have no liability for loss of profit, business, revenue or incidental, consequential, or exemplary damages.
- 5.3 If you fail to accept delivery of the Work at the agreed time we may charge you for the reasonable costs of storage, insurance and re-delivery and risk in the Work shall immediately pass to you and you irrevocably authorise us to deposit the Work with you if delivery has not occurred within six months.
- 5.4 Dates quoted for delivery are approximate and we shall not be liable for delay. Time of delivery shall not be of the essence nor capable of being made of the essence. You will provide us with all necessary information and documentation to facilitate delivery.

## 6. PASSING OF OWNERSHIP

- 6.1 Full legal title to the Work will not pass to you until we have received in full in cleared funds all sums due in respect of the Work and any other amount owed by you to us and we are satisfied as to your identity and that of any third party payer.
- 6.2 If you have possession of the Work before full payment has been made, you undertake as our fiduciary agent and bailee to:
  - 6.2.1 keep possession of it, not sell it, export it or hand it over to any other person or dispose of any interest in it and in the case of a Work consisting of more than one item, keep those items together;
  - 6.2.2 keep all identifying marks showing that we own the Work clearly displayed and store the Work on your premises and at no cost to us, separately from other property with adequate security measures;
  - 6.2.3 at our request, and after we have given you reasonable notice, allow us or a third party acting on our behalf to have access to the Work in order to inspect it;
  - 6.2.4 preserve the Work in the same state as it was on delivery and in particular, not restore, repair, clean or reframe it without our written consent and take all reasonable steps to prevent any damage to or deterioration of the Work; and
  - 6.2.5 keep the Work comprehensively insured for not less than the invoice Price, have our interest noted on the policy as an additional named insured and provide a copy of such notification to us.

## 7. EXPORT AND LOCAL TAXES

- 7.1 If the Work is to be exported from the United Kingdom, whether to other countries within the EU or outside the EU, we will normally make appropriate arrangements for export and shipment and may make a reasonable additional charge for doing so. Unless agreed otherwise in writing, the agreement is not conditional upon the granting of any requisite export licence or permission which both parties will use their best endeavours to obtain.
- 7.2 Each party will to the extent such obligation is applicable to that party in connection with the sale and/or export of the Work :
  - 7.2.1 comply with all requirements of any relevant tax authorities (that is, any authority imposing, administering or collecting any tax, duty or levy including HM Revenue and Customs), any export licensing authorities and any other relevant official bodies; and
  - 7.2.2 obtain all the relevant documents showing proof of export without delay.
- 7.3 You will reimburse to us any sum claimed if any relevant tax authority or other official body makes any claim against us for VAT, sales tax, use tax or any other expense or penalties resulting from your failure to comply with any relevant requirements for export and import.
- 7.4 When upon its sale to you the Work is intended for export, you will be charged for VAT on the Work should it not be exported.
- 7.5 You will be responsible for paying any taxes including but not limited to import tax, duty, merchandise, sales or use tax that have to be paid in the country of destination whether on shipment or on import or at any other time.

## 8. BREACH BY YOU

- 8.1 If you fail to pay the Price in full (or if we agree with you payment by set instalments and you fail to pay any one or more instalment) in accordance with clause 3.1 above, or if prior to you paying the Price in full you fail to comply with the obligations set out in clauses 6 and 7 above, or otherwise do or fail to do anything which may in any way imperil our ownership of the Work or the Work itself, we are entitled (without prejudice to our other rights and remedies at law) to either:
  - 8.1.1 terminate the contract for sale, repossess the Work and claim damages for any loss we have suffered; and/or charge you interest on the amount unpaid at the rate set out in the Late Payment of Commercial Debts (Interest) Act 1998 or where that Act does not apply at the rate of 2% per annum above Lloyds Bank plc base rate from the date when payment was due until payment is made in full; and/or retain any sums paid; and/or to further seek to mitigate the loss by selling the Work on such terms as we may reasonably consider appropriate and to claim the balance from you; or

- 8.1.2 at our election, treat the sale as cancelled, and repossess the Work, in which case (and only in which case) and as your sole and exclusive right and remedy we shall following the safe return of the Work, refund to you any part of the Price you have paid, after deduction of any sums due to us including but not limited to costs of recovery and restoration of the Work.
- 8.2 We shall also have the right to repossess the Work and cancel the sale if before you make full payment of the purchase price to us, (1) proceedings occur in the UK or elsewhere involving your solvency (or if you are more than one person, jointly and/or severally) or (2) we reasonably apprehend that insolvency is about to occur in relation to you or otherwise have genuine doubt with respect to your capacity to pay the Price in full, then we or our agent may, at our option, immediately repossess the Work and/or terminate the sale with or without notice whereupon, without prejudice to any other rights and remedies available to us, you will return the Work to our nominated address (at your sole risk and cost), or, at our option, we or our agent may enter the premises where the Work is kept to regain possession. Nothing herein shall limit other rights available to us pursuant to applicable law.
- 8.3 Where we notify you of the exercise of our right to repossession, at our option you will within seven days of such notice, return the Work to our premises at your cost and risk or tell us where the Work is kept and allow us to enter the premises where the Work is (separately) kept and take the Work away at your cost (it being understood that where the Work consists of more than one item, our rights of repossession extend to all such items).
9. **LIMITATION OF OUR LIABILITY**  
Any claim against us must be brought within a period of six years from the date of the invoice for the Work or, if we have been guilty of any fraud or deliberately concealed a relevant fact in relation to the Work within six years after you have discovered this, or could have discovered it if you were reasonably diligent. We shall not accept any claim after these periods.  
We shall not be liable for loss of profits, business, revenue (whether direct or indirect) or indirect or consequential loss or damage, if any, which you may suffer in connection with buying the Work howsoever arising including negligence. Any liability to you for breach of our obligations whether in contract, tort (including negligence) or otherwise, shall be limited to the price paid for the Work provided that nothing in this clause 9 limits or excludes our liability for: (a) death or personal injury caused by our negligence or any of our agents; and/or (b) fraud or fraudulent misrepresentation; and/or (c) our wilful default.
10. **RESCISSION**  
We will have the right, but not the obligation, to rescind a sale without notice to you, where an adverse claim is made by a third party, including but not limited to, someone claiming ownership of the Work. Upon notice of our election to rescind the sale, you will promptly return the Work to us and we will then refund the Price paid. The refund of the Price paid will constitute your sole remedy and recourse against us with respect to such claims.
11. **COPYRIGHT**  
The copyright subsisting in all images and other materials produced for the sale of the Work is owned by us and such images and materials may only be used with our permission. We will have the right to use such images in our own discretion after the sale of the Work. For the avoidance of doubt, this sale does not transfer or assign or licence any copyright or other intellectual property rights to you.  
During the period in which the Work is protected by copyright, the copyright remains with the artist (or any person to whom that right has been assigned). You are purchasing the Work, but not the right to produce copies of the Work (including photographs thereof) for publication or do any other act restricted by copyright. If such rights are sought, you should contact the copyright owner.
12. **NOTICES**  
Any notice to be given to us or that we must give to you in connection with the sale of the Work must be in writing and sent by post, or delivered by hand, to our address on our invoice or to your last known address as notified to us by you as the case may be and shall be deemed delivered on delivery if by hand or on the third day after posting if posted.
13. **FURTHER INFORMATION: NON – TRADE BUYERS**  
This clause applies only where the sale of the Work is to an individual acting for purposes which are wholly or mainly outside that individual's trade, business, craft or profession ("the Consumer"). It is not our standard policy to sell works of art exclusively by electronic mail/other methods of distance communication, however, in the exceptional case where a contract for the sale of the Work is concluded exclusively through such distance communication with a Consumer and accordingly the relevant provisions of The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 apply to the sale of the Work in question then:
- 13.1 We confirm that Richard Green (Fine Paintings) or Richard Green & Sons Ltd (as the case may be) is the party to whom any complaints or comments should be directed.



- 13.2 If you have concluded a transaction exclusively at a distance you have the right to cancel the contract for the purchase of the Work in question within 14 days from the day on which you acquire, or a third party other than the carrier and indicated by you acquires, physical possession of the Work. Where the Work consists of more than one item (which are to be delivered separately), such cancellation period will expire after 14 days from acquiring physical possession of the last item.
- 13.3 If you cancel a contract concluded exclusively at a distance for the purchase of the Work, we will reimburse to you all payments received from you, including the costs of delivery (except for the supplementary costs arising if you chose a type of delivery other than the least expensive type of standard delivery offered by us). Without prejudice to any other rights or remedies which may be available to us in law or in equity, we may make a deduction from the reimbursement for loss in value of the Work, if the loss is the result of unnecessary handling by you. We will make any reimbursement to which you are entitled without undue delay, and not later than:
- 13.3.1 14 days after the day we receive the Work back from you; or (if earlier)
- 13.3.2 14 days after the day you provide evidence that you have returned the Work.
- 13.4 If we do not receive the Work back from you, we may arrange for collection of the Work from you at your cost.

#### 14. LAW AND JURISDICTION

These terms and conditions and any non-contractual obligations arising from or in connection with them shall in all respects be construed and take effect in accordance with English law and both parties agree to submit to the exclusive jurisdiction of the English Courts subject always to clause 15.

#### 15. ARBITRATION

- 15.1 Notwithstanding clause 14 above, we may, by giving written notice to you, elect to have any disputes arising out of, or in connection with, the sale and purchase of the Work referred to a single arbitrator in London to be resolved in accordance with the Arbitration Act 1996. The seat of such an arbitration will be London and the language to be used in the arbitral proceedings will be English. In the event that the parties cannot agree upon an arbitrator either party may apply to the President of the Law Society of England and Wales for the time being to appoint as arbitrator a Queen's Counsel of not less than 5 years standing. The decision of the arbitrator shall be final and binding, and enforceable in any Court having jurisdiction over you.
- 15.2 Save that the parties acknowledge each other's right to seek, and the power of the High Court or other appropriate courts to grant, interim relief without a need to post a bond or other security, no Court action shall be brought in relation to any claim or dispute until the arbitrator has made a final award. Any dispute concerning this agreement, as well as the Price shall be kept confidential by you.

#### 16. GENERAL TERMS

- 16.1 Both parties agree that in entering into the agreement neither party relies on, nor has any remedy in respect of, any statement, representation or warranty ("Representation"), negligently or innocently made to any person (whether party to this agreement or not) including without limitation any Representation made prior to or at the same time as the agreement is entered into, other than as expressly set out in the agreement as a warranty. The only remedy for breach of any warranty shall be for breach of contract under the agreement. Nothing in the agreement shall operate to limit or exclude any liability for fraud or fraudulent misrepresentation.
- 16.2 The benefit of the agreement and the rights thereunder shall not be assignable by you and any attempt to assign your obligations shall be null and void. None of our obligations under this Agreement are transferable to subsequent purchasers or other future possessors of the Work. We may sub-contract or assign our obligations.
- 16.3 In the case of a consumer contract within the meaning of the Unfair Contract Terms Act 1977, these conditions shall not apply to the extent that they would be rendered void or unenforceable by virtue of the provisions thereof.
- 16.4 Neither party intends the terms of the Contract to be enforceable by a third party pursuant to the Contracts (Rights of Third Parties) Act 1999.
- 16.5 We shall not be liable for any breach of the agreement due to causes or events outside our reasonable control. In such circumstances we shall be entitled to exercise our rights under clause 8.1.2.

#### 17. ANTI-MONEY LAUNDERING

- 17.1 Under the terms of the anti-money laundering regulation effective from 10 January 2020 we are required to conduct customer due diligence (CDD) on all sales of works of art over €10,000 before the transaction is carried out. While therefore we may agree such a sale in principle, we will not be able to conclude (i.e. receive funds, give up possession or transfer title) until we have received all the necessary CDD information from you and have been able to verify it as required by the regulation.

February 2020



## Max Denison-Pender

Max Denison-Pender was born in Santiago, Chile in 1997. He grew up in Wiltshire and the countryside near Barcelona, where his love of painting was encouraged by Xavi Miró, a descendant of Joan Miró. At sixteen he joined the London Atelier of Representational Arts (LARA), which teaches highly structured, traditional skills of drawing and painting. Following his first sold-out, solo exhibition in 2019, Max was appointed artist-in-residence for Team GB during the 2020 Olympic Games. When this was postponed due to the pandemic, Max painted portraits of heroes on the front-line, including Jenny McGee and Luis Pitarma, the NHS nurses who helped to save Boris Johnson, which hang outside the Prime Minister's office. Max was also the first artist in thirty years to gain access to paint the iconic exterior of 10 Downing Street. A future star of British art, *Tatler* recently included Max as one of the 'young artists beloved by the social set.'





**RICHARD GREEN**

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