



## TERMS AND CONDITIONS OF SALE

(As recommended by the British Antique Dealers' Association and registered under the Restrictive Trade Practices Act 1976)

### 1. Interpretation

1.1 In these terms and conditions:-

"Customer" means the person who accepts a quotation of the Seller for the sale of the Goods or whose order for the Goods is accepted by the Seller and/or the person referred to overleaf;

"Goods" means the antique(s) and/or work(s) of art, which the Seller is to supply in accordance with these Conditions;

"Seller" means Baggott Church Street Limited;

"Conditions" means these terms and conditions of sale and (unless the context otherwise requires) includes any special terms and conditions agreed in writing between the Customer and the Seller;

"Contract" means the contract for the sale and purchase of the Goods,

"Writing" includes email, cable, facsimile transmission and comparable means of communication.

1.2 Any reference in these Conditions to any provision of a statute shall be construed as a reference to that provision as amended, re-enacted or extended at the relevant time.

1.3 The headings in these Conditions are for convenience only and shall not affect their interpretation.

### 2. Basis of the Sale

2.1 These Conditions shall apply to the Contract and govern the Contract to the exclusion of any other terms and conditions which the Customer may purport to apply under any purchase order, confirmation of order or similar document.

2.2 All orders for Goods shall be deemed to be an offer by the Customer to purchase Goods pursuant to these Conditions.

2.3 No variation to these Conditions shall be binding unless agreed in Writing by the Seller.

2.4 The Seller's employees or agents are not authorised to make any representations concerning the Goods unless confirmed by the Seller in Writing. In entering into the Contract, the Customer acknowledges that it does not rely on, and waives any claim for breach of, any such representations which are not so confirmed.

2.5 Any typographical, clerical or other error or omission in any quotation, price list, acceptance of offer, invoice or other document or information issued by the Seller shall be subject to correction without any liability on the part of the seller.

### 3. Orders

3.1 No order submitted by the Customer shall be deemed to be accepted by the Seller unless and until confirmed in Writing by the Seller's authorised representative.

3.2 No order which has been accepted by the Seller may be cancelled by the Customer except with the agreement in Writing of the Seller and on terms that the Customer shall indemnify the Seller in full against all loss (including loss of profit), costs, damages, charges and expenses incurred by the Seller as a result of cancellation.

### 4. Price of the Goods

4.1 The price of the Goods shall be the price set out overleaf or that indicated on the electronically transmitted invoice.

4.2 Except as otherwise stated under the terms of any quotation or in any price list of the Seller on the basis of delivery to the Customer at the Seller's premises and, where the Seller agrees to deliver the Goods otherwise than at the Seller's premises and, where the Seller agrees to deliver the Goods otherwise than at the Seller's premises, the Customer shall be liable to pay the Seller's charges for transport, packaging and insurance ("transport costs").

4.3 The price is exclusive of any applicable value added tax, which the Customer shall be additionally liable to pay to the Seller.

### 5. Terms of Payment

5.1 The Customer shall pay the price of the Goods together with any applicable value added tax and transport costs [on delivery/within 30 days of the date of the Seller's invoice]. If payment by cheque is accepted, that acceptance is conditional upon payment in full on first presentation. The time of payment shall be of the essence of the Contract. Receipts for payment will be issued only upon request.

5.2 If the Customer fails to make any payment on the due date, then, without prejudice to any other right or remedy available to the Seller, the Seller shall be entitled to:-

5.2.1 cancel the Contract or suspend any further deliveries to the Customer;

5.2.2 appropriate any payment made by the customer to such of the Goods (or the goods supplied under any other contract between the Customer and the Seller) as the Seller may think fit (notwithstanding any purported appropriating by the Customer); and

5.2.3 charge the Customer interest (both before and after any judgement) on the amount unpaid, at the rate of two per cent per annum above HSBC Bank Plc's base rate from time to time, until payment in full is made (a part of the month being treated as a full month for the purpose of calculating interest).

### 6. Delivery

6.1 Delivery of the Goods shall be made to the Customer at the Seller's premises at any time after the Seller has notified the Customer that the Goods are ready for collection or, if some other place for delivery is agreed by the Seller, by the Seller delivering the Goods to that place.

6.2 Any dates quoted for delivery of the Goods are approximate only and the Seller shall not be liable for any delay in delivery of the Goods howsoever caused. Time for delivery shall not be of the essence. The goods may be delivered by the Seller in advance of the quoted delivery date upon giving reasonable notice to the Customer.

6.3 Where the Goods are to be delivered in instalments, each delivery shall constitute a separate contract and failure by the Seller to deliver any one or more of the instalments in accordance with the Conditions or any claim by the Customer in respect of any one or more instalments shall not entitle the Customer to treat the Contract as a whole as repudiated.

6.4 If the Seller fails to deliver the Goods for any reason other than any cause beyond the Seller's reasonable control or the Customer's fault and the Seller is accordingly liable to the Customer, the Seller's liability shall be limited to the excess (if any) of the cost to the Customer (in the cheapest available market) of similar goods to replace those not delivered over the price of the Goods.

6.5 If the Customer fails to take delivery of the Goods or fails to give the Seller adequate delivery instructions at the time stated for delivery

(otherwise than by reason of any cause beyond the Customer's reasonable control or by reason of the Seller's fault), then, without prejudice to any other right or remedy available to the Seller, the Seller may:-

- 6.5.1 store the Goods until actual delivery and charge the Customer for the reasonable costs (including insurance) of storage; or
- 6.5.2 sell the Goods at the best price readily obtainable and (after deducting all reasonable storage and selling expenses) account to the Customer for the excess over the price under the Contract or charge the Customer for any shortfall below the price under the Contract.

## **7. Risk and Property**

7.1 Risk of damage to or loss of the Goods shall pass to the Customer:

- 7.1.1 in the case of Goods to be delivered at the Seller's premises, at the time of delivery or when the Seller notifies the Customer that the Goods are available for collection, whichever shall be applicable; or
- 7.1.2 in the case of Goods to be delivered otherwise than at the Seller's premises, at the time of delivery or, if the Customer wrongfully fails to take delivery of the Goods, the time when the Seller has tendered delivery of the Goods.

7.2 Notwithstanding delivery and the passing of risk in the Goods, or any other provision of these Conditions, the property in the Goods shall not pass to the Customer until the Seller has received in cash or cleared funds payment in full of the price of the Goods [and all other goods agreed to be sold by the Seller to the Customer for which payment is then due].

7.3 Until such time as the property in the Goods passes to the Customer, the Customer shall hold the Goods as the Seller's fiduciary agent and bailee.

7.4 Until such time as the property in the Goods passes to the Customer, the Seller shall be entitled at any time to require the Customer to deliver up the Goods to the Seller and, if the Customer fails to do so forthwith, to enter upon any premises of the Customer or any third party where the goods are and repossess the Goods.

## **8. Warranties and Liability**

8.1 Subject as expressly provided in these Conditions and except where the Goods are sold to a person dealing as a consumer (within the meaning of the Unfair Contract Terms Act 1977), all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.

8.2 Where the Goods are sold under a consumer transaction (as defined by the Consumer Transactions (Restrictions on Statements) Order 1976), the statutory rights of the Customer are not affected by these Conditions.

8.3 Any representation or statement by the Seller as to the authorship, origin, date, age medium, attribution, genuineness, provenance or condition is a statement of opinion only, based on the generally accepted opinion of scholars and experts current at or about the time of sale.

8.4 All goods are sold with all faults and imperfections and the Buyer should satisfy himself by inspection as to their condition and otherwise and rely on his own judgement.

8.5 Except in respect of death or personal injury caused by the Seller's negligence, the Seller shall not be liable to the Customer by reason of any representation or any implied warranty, condition or other term or any duty at common law or under the express terms of the Contract, for any consequential loss or damage (whether for loss or profit or otherwise howsoever), costs, expenses or other claims for consequential compensation whatsoever (and whether caused by the negligence of the Seller, its employees or agents or otherwise) which arise out of or in connection with the supply of the Goods or their use or resale by the Customer, except as expressly provided in these Conditions.

## **9. Export Terms**

9.1 Where the Goods are to be exported from the United Kingdom, the provisions of this paragraph 9 shall (subject to any special terms agreed in writing between the Customer and the Seller) apply notwithstanding any other provision of these Conditions.

9.2 The Customer shall be responsible for complying with any legislation or regulations governing the export from the United Kingdom or the importation into the country of destination of the Goods and for the payment of any duties thereon.

9.3 If, because of the intention to export the Goods, the supply of the Goods is zero rated or not subject to value added tax, the Customer shall take all necessary steps to export the Goods within the time limits and in accordance with the requirements of HM Customs and Excise and shall notify HM Customs and Excise of the export. The Customer shall indemnify the Seller against any claims made against the Seller for value added tax or other expenses or penalties charged by HM Customs and Excise because of the Seller's failure to observe the said requirements.

## **10. General**

10.1 No waiver by the Seller of any breach of the Contract by the Customer shall be considered as a waiver of any subsequent breach of the same or any other provision.

10.2 The Contract, and any interest therein, is not assignable by the Customer.

10.3 If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected thereby.

10.4 The Contract shall be governed by the laws of England and the Buyer hereby submits to the non-exclusive jurisdiction of the English courts.

### **Cancellation of a Distance or Off-Premises Contract - For Consumers only in the EU**

In line with the European Directive, The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 you have the right to cancel this contract within 14 days without giving any reason. The cancellation period will expire after 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 last delivered goods that are covered by this contract. To exercise the right to cancel, you must inform us in writing - **BAGGOTT CHURCH STREET LTD, CHURCH STREET, STOW ON THE WOLD, GL54 1BB, UK or info@baggottantiques.com** - of your decision to cancel this contract. To meet the cancellation deadline, this communication exercising your right to cancel must be sent before the cancellation period of 14 days after receipt of the goods has expired.

If you cancel this contract, 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). We may make a deduction from the reimbursement for loss in value of any goods supplied, if the loss is the result of unnecessary handling by you. We will make the reimbursement without undue delay, and not later than 14 days after the day we receive back from you the goods supplied. We will make the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise. We will withhold reimbursement until we have received the goods back from you.

You shall send back the goods or hand them over to us or to anyone authorised by us to receive the goods without undue delay and in any event not later than 14 days from the day on which you communicate your cancellation from this contract to us. You will have to bear the direct cost of returning the goods. You will need to contact a carrier and arrange shipping. Dependent on shipper/carrier, we estimate that the cost of return will be comparable to the cost of original carriage. The original packaging and manner of packing must be used for

returns in order to protect the goods. You will be responsible for the repair of any damage caused by inadequate or inappropriate packaging and responsible for the item's entire value should it be rendered unsaleable from damage. As it is your responsibility to ensure the return of the item to our premises in the condition in which it was sold to you, it is advisable that comprehensive insurance is taken out to cover the returning item. You are liable for any diminished value of the goods resulting from handling that is not necessary to establish the nature, characteristics and functioning of the goods and for any damage incurred following your receipt of them.