

Business Terms & Conditions | 2016

In using the *Ulric of England* website and associated services, including the purchase, sale, consignment and appraisal of Goods, you agree to the following terms & conditions which may be amended from time-to-time without prior notice.

1. DEFINITIONS OF TERMS

“Address”: the postal address confirmed in writing by the buyer for the delivery of the goods;

“Agent.” refers to *Ulric of England* when selling Goods on consignment;

“Agreement:” the Agreement for the sale of the Goods set out on the Invoice;

“Artefacts” [or] “Goods, [or] Properties:” any item(s) including books offered for sale, sold to - or appraised by *Ulric of England*

“Buyer:” the person(s) named on the Invoice purchasing Goods[s] or services from *Ulric of England*

“Delivery:” when the Goods or Work is received by the Buyer or the Buyer’s agent/representative.

“Fit-for-purpose” Goods are offered for sale and purchased as historic artefacts only and as such are unlikely to be fit-for-purpose for which they may have originally intended. By way of example where Goods claim inherent properties such as ‘Waterproof’ and/or offer protection or precision by mechanical or other means, these properties are not guaranteed and the artefact is purchased on the understanding the artefact is an historic item only.

“Genuine” [or] “authentic” [or] “original:” These terms are an expression of opinion only. They do not constitute a guarantee or Warranty. For the sake of doubt where these terms are used in any forms of communication and/or documentation including but not limited to Certificates of Authenticity as may be requested by the Buyer such documentation is supplied on the understanding the terms are an expression of opinion only and the provision of such documentation is not- and does not imply a Warranty or Guarantee.

“Investment” The *Ulric of England* company and/staff is not a member of- and is not regulated by the *Financial Services Authority*. Where clients request, or *Ulric of England* volunteers information in relation to investment potential for given products and/or services including given product and/or services not supplied by *Ulric of England* any advice is for guidance only and is an express opinion it does not represent fact(s), warranty or guarantee. Products and services available from *Ulric of England* may increase and/or decrease in value. *Ulric of England* is not responsible for any changes in value. Items are purchased at the sole discretion and risk of the Buyer and on the understanding values may fluctuate.

“Invoice”: the sales invoice

“Invoice Address”: the address which the Buyer has requested on the Invoice and used in all postal correspondence between *Ulric of England* and the Buyer;

“Local Taxes”: local import taxes and duties, and local sales and use taxes, including VAT where applicable;

“Price”: the Invoice price of the Goods;

“Terms”: the terms and conditions of sale in this document which include any special terms agreed in writing between Buyer and Seller or Agent/buyer Agent/seller;

“Third Party Payer:” shall have the meaning set out at clause 2.4;

“Insurance and pre-sale Valuations:” Where *Ulric of England* insurance and pre-sale valuations are an expression of opinion and do not constitute any basis to a guarantee warranty or expert opinion.

“Services” Services offered by *Ulric of England* including the provision of information relating to best practice for conservation collection management and insurance valuations are guidance only.

“VAT”: United Kingdom Value Added Tax at current rate where applicable.

“Warranty” [or] “Guarantee” *Ulric of England* is unable to provide any form of Warranty or Guarantee pertaining to the originality of any Product or component parts of a given product or component materials whatsoever including Goods listed for sale by *Ulric of England*, Goods listed for sale by other organisations and/or Goods listed for sale and/or in the private or public possession of individuals and/or organisations. For the sake of doubt where undisputable, tangible proof is made available *Ulric of England* reserves the right to provide or not to provide a Warranty or Guarantee and/or to express opinion or not to express opinion.

2. BASIS OF PURCHASE

2.1 The Terms shall govern the Agreement to the exclusion of any other terms and representations communicated to the Buyer prior to entering into this Agreement and to the Buyer’s own conditions (if any) and constitute the entire agreement and understanding of the parties in relation to the sale of the Goods.

2.2 Delivery of the goods will be made following receipt by *Ulric of England* of the agreed Price in cleared funds. Unless otherwise confirmed in writing the Buyer is responsible for all delivery and in transit insurance costs associated with the Goods.

2.3 *Ulric of England* reserves the right to ask the Buyer to present documents to confirm proof of Buyer identity. Documents may include up-to-date copies of passport, driving license and utility bills.

2.4 Where payment for Goods is made by someone other than Buyer (“Third Party Payer”) *Ulric of England*, or *Ulric of England*’s client may require documents to confirm the identity of the Third Party Payer and the relationship between Buyer and Third Party Payer. The Seller may decline payments from Third Party Payers.

3. RISK TITLE & INSURANCE

3.1 *Ulric of England* shall arrange for the delivery of the Goods to the Address confirmed by the Buyer. Dates quoted for Delivery are approximate and *Ulric of England* shall not be liable for delay. While *Ulric of England* will endeavour to process orders in a timely manner, time of Delivery shall not be of the essence. The Buyer is responsible for providing *Ulric of England* with necessary information and documentation to enable timely Delivery.

3.2 Notwithstanding Delivery and passing of risk, title in the Goods shall not pass to the Buyer until *Ulric of England*:

(1) receives in cleared funds the Price and any other amount owed by the Buyer in connection with the sale of the Goods; and

(2) is satisfied as to the identity of the Buyer and any Third Party Payer and its relationship to the Buyer.

3.3 If the Buyer fails to accept delivery of the Goods at the Address within the anticipated delivery time or thereabouts, or fails to provide a correct address for the delivery of the Goods

(1) *Ulric of England* may charge the Buyer for the reasonable costs of storage, insurance and re-delivery;

(2) risk in the Goods shall immediately pass to Buyer; and

(3) *Ulric of England* is irrevocably authorised by the Buyer to deposit the Goods at the Address, or arrange for the Goods to be returned to the *Ulric of England* receiving address for parcels if Delivery has not occurred within two weeks from the date the Goods were dispatched.

3.4 *Ulric of England* is not responsible for any deterioration of the Goods, howsoever occasioned, after risk in the Goods has passed to the Buyer.

3.5 Unless agreed in writing between the parties, the Buyer is responsible for the risk of Goods in transit including damage and/or lost Goods.

3.6 Intransit insurance for Goods is the sole responsibility of the Buyer. *Ulric of England* may – but is not obliged –

3.6.1 to provide guidance to the buyer in consideration of purchasing in-transit insurance

3.6.1.1 to enlist Intransit insurance services on behalf of the Buyer. In so doing *Ulric of England* acts in good faith only and is not liable for any elements associated with the intransit insurance where purchased by the Buyer or on behalf of the Buyer.

4. PAYMENT & PRICING

4.1 Products listed for sale are ex-shipping and ex in-transit insurance. The Price paid by the Buyer to *Ulric of England* shall be as stated on the Order Confirmation and Invoice. Payment shall be deemed 'received' when *Ulric of England* is in receipt of cleared funds.

4.1.1 Orders are dispatched following receipt of cleared funds.

4.1.2 The buyer is responsible for paying any fees which may be incurred through payments made by bank transfer, Credit/Debit card or other methods of payment.

4.2.1 Where *Ulric of England* acts as The Agent [consignment sales], full payment of the agreed price shall be made to the Seller normally within 30 days from acceptance by the Buyer. *Ulric of England* reserves the right to request copies of current identity documents from buyers paying for goods by any method including credit- and debit card.

4.4 Until full title to the Goods has passed, the Buyer shall not sell, export, dispose, or part with possession of the Goods.

4.4.1 Until full title to the Goods has passed, the Buyer shall hold the Goods unencumbered as Seller's fiduciary agent and bailee and shall:

4.5 (1) keep the Goods at the Buyer's premises separate from the property of Buyer and third parties and identified as Seller's property and properly stored with adequate security measures; (2) keep the Goods comprehensively insured for not less than the Price, have the Seller's interest noted on the policy and provide a copy of such notification to the Seller; and (3) preserve the Work in an unaltered state, in particular not undertake any work whatsoever and shall take all reasonable steps to prevent any damage to or deterioration of the Work.

4.6 Until such time as full title to the Work has passed, if the Buyer is in breach of clauses 4.3 or 4.4; or (1) the Buyer (if it is more than one person, jointly and/or severally) shall enter into, and/or itself apply for, and/or call meetings of members and/or partners and/or creditors with a view to, one or more of a moratorium, interim order, administration, liquidation (of any kind, including provisional), bankruptcy (including appointment of an interim receiver), or composition and/or arrangement (whether under deed or otherwise) with creditors, and/or have any of its property subjected to one or more of appointment of a receiver (of any kind), enforcement of security, distress, or execution of a judgment (to include similar events under the laws of other countries); or (2) the Seller reasonably apprehends that any of the events mentioned above is about to occur in relation to Buyer and notifies the Buyer accordingly; or (3) Buyer does anything which may in any way adversely affect the Seller's title in the Work, then the Seller or its agent may immediately repossess the Work and/or void the sale with or without notice and the Buyer will return the Work to the Seller's nominated address (at the Buyer's sole risk and cost), or, at the Seller's option.

5. CONSIGNMENT SALES

Where *Ulric of England* acts as the Agent between the Seller and the Buyer *Ulric of England* will provide the Seller With a Consignment Sales Contract detailing agreed terms between *Ulric of England* and the Seller. **The Consignment Sales Contract** must be Signed by both the Seller and *Ulric of England representative* in advance of any representation by *Ulric of England*.

5.1 Notwithstanding anything in this Agreement to the contrary, *Ulric of England* [or the Seller where *Ulric of England* acts as the Agent] shall not be liable to the Buyer for any loss of profits, loss of revenue, goodwill or for any indirect or consequential loss arising out of or in connection with this Agreement, whenever the same may arise, and *Ulric of England* or the Seller's total and cumulative liability for losses whether for breach of contract, tort or otherwise and including liability for negligence (except in relation to (i) death or personal injury caused by Seller's negligence or (ii) fraud or fraudulent misrepresentation by Seller) shall in no event exceed the Price.

5.2 All representations including Certificates of Authenticity issued by *Ulric of England* and/or representations made by the Seller as to the authenticity, attribution, description, date, age, provenance, title or condition of the Goods constitute *Ulric of England's* opinion only [or the Seller's opinion where *Ulric of England* acts as the Agent] and are not warranted by *Ulric of England* or the Seller. *Ulric of England* or the Seller will not be liable, as a result of any changes in expert opinion or scholarship which may take place subsequent to entry into this Agreement.

6. REFUNDS

Where Goods purchased do not meet Buyer expectation[s] and/or Goods may have sustained damage in-transit, the Buyer is advised to contact *Ulric of England* immediately. The Buyer is responsible for all risk, packaging, shipping, and delivery relating to returned Goods. The refund period extends to 14 days from the day after the Buyer receives the Goods. The *Ulric of England Refund Policy* is compliant with current regulations. For further information please refer to our **Refund Policy**, or contact us.

7. INCOMPLETE ORDERS

Where a single Order may comprise multiple items, for example a medal with paperwork, unless otherwise advised in writing, the Order will be deemed 'delivered complete' within 14 days from the day after delivery,

8. INTELLECTUAL PROPERTY & COPYRIGHT

All copyright in material relating to the Goods Vesting in *Ulric of England*, shall remain *Ulric of England*. *Ulric of England* reserves the right to exploit such copyright, following the sale of the Goods. Where *Ulric of England* acts as The Agent (consignment sales) between Seller and Buyer all copyright in material relating to the Goods (for example photographs taken for on-line promotional purposes) shall remain with *Ulric of England* following the sale of the Goods.

8.1. In the event we may appear to have breached your copyright and/or the copyright of others please contact us immediately.

9. EXPORT AND LOCAL TAXES

9.1 Unless stated otherwise on the Order Acknowledgement/Confirmation and/or Invoice, the Buyer shall be responsible for complying with - and paying for - all Local Taxes and custom charges as may be applied.

9.2. *Ulric of England* is unable to advise and/or predict charges which may or may not be applied.

10. GENERAL

10.1 The Buyer shall not be entitled to the benefit of any set-off and sums payable to the Seller shall be paid without any deduction whatsoever. In the event of non-payment, the Seller shall be entitled to obtain and enforce judgment without determination of any cross claim by the Buyer.

10.2 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, negligently or innocently made to any person (whether party to this Agreement or not) other than as 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.

10.3 The benefit of the Agreement and the rights thereunder shall not be assignable by the Buyer. The Seller may sub-contract its obligations.

10.4 Any notice in connection with the Agreement shall be in writing and shall be delivered by post to *Ulric of England's registered office* for letters & billing only [P.O. Box 55 Church Stretton Shropshire England SY6 6WR] at the time of posting [or to the Buyer's Invoice Address], and deemed delivered on the third day after posting.

10.5 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.

10.6 No amendment, modification, waiver of or variation to the Invoice or the Agreement shall be binding unless agreed in writing and signed by an authorised representative of the Buyer and the Seller.

10.7 Neither *Ulric of England* or the Buyer intends the terms of the Agreement to be enforceable by a third party pursuant to the Contracts (Rights of Third Parties) Act 1999.

10.8 The Agreement and all rights and obligations of *Ulric of England* and the Buyer under it shall be governed by English Law in every particular and, subject always to the prior application of the arbitration provisions set out in clause 10 both parties agree to submit to the exclusive jurisdiction of the English Courts.

11. ARBITRATION

11.1 All claims and disputes relating to, or in connection with, the Agreement are to be referred to a single arbitrator in Shropshire, England, pursuant to the Arbitration Act 1996. 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 arbitrator decision shall be final and binding.

11.2 Save that the Buyer acknowledges the Seller's right to seek, and the power of the High Court to grant interim relief, no action shall be brought in relation to any claim or dispute until the arbitrator has conducted an arbitration and made his award.

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P.O. Box address is for letters & billing Only
Please do not send parcels and/or packages to the P.O. Box address.
Before sending parcels & packages please Contact *Ulric of England*

www.ulricofengland.com