

Frederick Charles Art Ltd Terms and Conditions

1. These Terms

1.1 **What these Terms cover.** These are the terms and conditions on which we supply Services to you.

1.2 **Why you should read them.** Please read these terms carefully before you submit your order to us by way of the Consignment Note. These terms tell you who we are, how we will provide Services to you, how you and we may change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these terms or any changes are required, please contact us to discuss.

1.3 For the avoidance of doubt these Terms will apply in place of any previous Terms issued by us.

2. Definitions and Interpretation

2.1 The following definitions apply to these Terms:

“**you**” means the Client identified within the Consignment Note.

“**Consignment Note**” means the Consignment Note annexed to these Terms.

“**Fee**” means the appropriate sum being one of those respectively identified within the Schedule (calculated by reference to the value of the Property) or as otherwise advised pursuant to these Terms.

“**Property**” means the Property described within the Consignment Note.

“**Services**” means:

- (i) The provision of storage facilities in relation to the Property (“Storage”); and
- (ii) The delivery of the Property (“Delivery”)

or either Storage or Delivery individually as the case may require.

“**Working Day**” means any day that is not a Saturday, a Sunday, Bank Holiday or a Public Holiday in England.

“**Writing**” includes emails. When we use the words “writing” or “written” in these terms, this includes emails.

2.2 The following rules of interpretation apply to these Terms:

- (a) Unless the context otherwise requires references to the Property are to the entirety or any part of the Property.
- (b) Unless the context otherwise requires any words following the terms **including, include, for example**, or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- (c) Unless the context otherwise requires references to conditions are to conditions within these Terms and Conditions.
- (d) Unless the context otherwise requires a reference to one gender shall include a reference to the other genders.
- (e) Unless the context otherwise requires words in the singular shall include the plural and vice versa.
- (f) Unless the context otherwise requires reference to the Client shall as appropriate refer to a natural person and/or a corporate or unincorporated body (whether or not having separate legal personality).

3. Information about us and how to contact us

3.1 **Who we are.** We are Frederick Charles Art Limited a company registered in England and Wales. Our company registration number is 09802540 and our registered office is at Crosspoint House, 28 Stafford Road, Wallington, Surrey SM6 9AA.

3.2 **How to contact us.** You can make contact by telephoning us on **020 3137 1525** or by writing to us at info@fcharlesart.uk and/or Crosspoint House, 28 Stafford Road, Wallington, Surrey SM6 9AA.

3.3 **How we may contact you.** If we have to contact you we will do so either:

- (a) at the postal and/or email address appearing for you on the Consignment Note; or
- (b) on your telephone number appearing on the Consignment Note.

If any of your contact details change then you must advise us of the correct information in writing as soon as reasonably practical.

4. Our contract with you

4.1 **How we will accept your order.** Upon our receipt of a Consignment Note from you indicating that you wish us to provide Storage for the Property, we will tell you whether we are able to provide the Storage pursuant to these Terms and advise as regards the Fee payable with regard to the Storage and which we will also confirm to you in writing. If we tell you that we are able to provide Storage, at that point a contract will come into existence between you and us.

4.2 **Delivery.** Upon receiving your order for delivery (whether at the same time the Consignment Note is first produced to us or subsequently during the period of Storage) we will let you know the Fee (if any) payable for delivery pursuant to these terms and which we will also confirm to you in writing. Upon our agreeing the Fee a contract will come into existence between you and us in relation to Delivery.

4.3 **If we cannot accept your order.** If we are unable to accept your order, we will inform you of this (if that be verbally, we will also confirm that to you in writing). For example this might be because of unexpected limits on our resources which we could not reasonably plan for or because we have identified an error in relation to the Fee.

- 4.4 (a) When receiving an order from you we are entitled to assume that you are the sole proprietor of the Property or that you have appropriate authority from the actual proprietor to make the order subject to these Terms.
- (b) If you lack the appropriate authority from the proprietor of the Property you will keep us fully and effectively indemnified in respect of any losses, costs, claims, actions and demands whatsoever we suffer as a result of you not being proprietor of the Property and lacking such authority.

5. Our rights to make changes

5.1 Changes to the Services.

In the absence of obvious error our decision in matters relating to professional skill and judgement in connection with the manner in which the Services are provided shall be final and we shall control all means, matters, techniques and procedures involved in the provision of the Services to the Property.

5.2 **More significant changes to the Services and these Terms.**

In addition, although the Fee is expected to represent the amount payable by you to us in connection with the provision of the Services, if we consider that the amount that should be payable by you to us will exceed the Fee advised within the Consignment Note, we will as promptly as reasonably practical provide you with notification in writing of the reason why the Fee requires amendment and provide you with details of the revised Fee.

6. **Providing the Services**

6.1 **When we will provide the Services.** Storage of the Property will continue until you request that it comes to an end in writing.

6.2 After receipt of written request from you for Delivery to a specified address, we will arrange for the Property to be delivered to it as promptly as reasonably practical.

6.3 If you are in default with regard to payment of the Fee we are entitled to require that you make arrangements for collection of the Property.

6.4 You acknowledge and agree that if:

(a) you have not arranged for collection of the Property pursuant to the preceding clause 6.3; or

(b) if in any event you have not provided us with an address for Delivery having been asked by us to do so

in either case within six months we shall be entitled to dispose of the Property in such manner as we think fit and to retain the net proceeds of such disposal without liability to account to you with regard to any part of the proceeds of such disposal.

7. **Our rights to end the contract**

7.1 **We may end the contract if you break it.** We may end the contract at any time by writing to you if:

(a) you do not make any payment to us when it is due and you still do not make payment within **14** days of us reminding you that payment is due;

(b) in connection with you failing to provide details to allow Delivery as mentioned in clause 6.4.

7.2 **We may stop providing the Services.** We may write to you at any time to let you know that we are going to stop providing the Services. In such an event we will refund to you a reasonable proportion of the Fee depending upon when such termination of the contract takes place.

8. **If there is a problem with the Services**

If you have any questions or complaints about the provision of the Services, please contact us as soon as practical.

9. **Price and payment**

9.1 **The price for the Services.** The price of the Services is the Fee which will have been advised to you following our receipt of the original Consignment Note and (where applicable) subsequently in relation to Delivery.

9.2 **We will pass on changes in the rate of VAT.** Where applicable if the rate of VAT changes between your order date and the date we provide the Services, we will adjust the rate of VAT that you pay, unless you have already paid for the Services in full before the change in the rate of VAT takes effect.

9.3 **When you must pay.**

(a) Our invoices will be issued annually on the 30th day of April each year. You must pay each invoice which we submit within 5 Working Days of your receipt of the relevant invoice.

(b) For the purposes of clause 9.3 (a) an invoice shall be deemed to have been received by you:

(i) if sent by post on the 2nd Working Day after the date of posting; or

(ii) if sent by email on the day upon which it is transmitted by us (with regard to which we shall have received no indication that such transmission failed) provided that if such transmission takes place after 5:00pm, it shall be deemed to have been received on the next following Working Day.

9.4 **Concession concerning the Fee.** In the case of the **first Property you purchase from us** (but not in respect of any subsequently purchased Property) no Fee will be payable during the **first two years of Storage** (for the avoidance of doubt the Fee to include the cost of insurance of the Property). Delivery of the Property during that two-year period shall not incur a Fee provided that the delivery address is within England, Wales or Scotland. (In the event of Delivery being required at a Property outside of those countries, the Fee will be advised to you on request).

9.5 **We can charge interest if you pay late.** If you do not make any payment due to us by the due date we may charge interest to you on the overdue amount at the rate of 4% a year above the base rate of National Westminster Bank plc from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with any overdue amount.

9.6 In the event that any invoice remains unpaid in full for a period in excess of 30 days from its submission to you, we shall not be obliged to undertake Delivery until full payment of each and every outstanding invoice, together with interest thereon shall have been received by us.

9.7 **What to do if you think an invoice is wrong.** If you think an invoice is wrong please contact us promptly to let us know. You will not have to pay any interest until the dispute is resolved. Once the dispute is resolved we will charge you interest on correctly invoiced sums from the original due date.

10. **Commission**

10.1 If requested by you at our discretion we may agree to re-sell the Property (previously purchased by you from us) on your behalf. Should we do so we will charge and be entitled to be paid commission amounting to 10% of the gross profit received by you in connection with such resale by reference to the original purchase price paid by you and the price achieved on such resale.

10.2 Such commission shall be payable upon completion of the resale and payment of the price by the relevant purchaser.

10.3 In the event of any such resale we have no liability or responsibility in your favour as a result of any adverse fluctuations in relation to the purchase price achieved on such resale by comparison with the price you paid when purchasing the Property from us.

11. Our responsibility for loss or damage suffered by you

We are responsible for loss or damage you suffer that is a foreseeable result of our failing to use reasonable care and skill in connection with the performance of the Services.

12. Insurance

12.1 Subject to your payment of the fees, we will procure that appropriate insurance cover is in place at all times during our provision of the Services and that we will use reasonable endeavours to progress any proper insurance claim being made with regard to damage to the Property.

12.2 It is a condition of our being required to comply with our obligations concerning insurance that having been asked to produce the same, you provide any information required by the insurer in relation to the insurance of the Property promptly and accurately.

13. Valuation

13.1 For the purpose of the Fee if we are unable to agree the value of the Property the market value of the Property shall be assessed by a suitably qualified expert jointly nominated by us or in the absence of agreement of such appointment assessed by two such experts respectively appointed by you and us.

13.2 As regards agreement of the market value of the Property, we shall respectively act with the utmost good faith towards each other.

13.3 The determination of the market value pursuant to clause 13.1 shall be binding on both of us.

13.4 In the event of a single expert being appointed then (in the absence of such expert reasonably directing otherwise) their fees for dealing with such valuation shall be borne by us in equal shares or in the case of the appointment of two experts as aforesaid we shall each bear the responsibility for payment of our own respective expert's fees.

14. How we may use your personal information

14.1 **How we will use your personal information.** We will use the personal information you provide to us to:

- (a) provide the Services; and
- (b) process your payment for the Services.

14.2 **We may pass your personal information to credit reference agencies.** Where we extend credit to you for the Services we may pass your personal information to credit reference agencies and they may keep a record of any search that they do.

14.3 **We will only give your personal information to other third parties where the law either requires or allows us to do so.**

15. Other important terms

15.1 **Nobody else has any rights under this contract (except someone you pass your guarantee on to).** This contract is between you and us. No other person shall have any rights to enforce any of its terms. Neither of us will need the consent of any person to end the contract or make any changes to these terms.

15.2 **If a court finds part of this contract illegal, the rest will continue in force.** Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

15.3 **Even if we delay in enforcing this contract, we can still enforce it later.** If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract that will not mean that you do not have to do those things or prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the Services, we can still require you to make the payment at a later date.

15.4 **Which laws apply to this contract and where you may bring legal proceedings.** These terms are governed by English law and you can bring legal proceedings in respect of the Services in the English courts. If you live in Scotland you can bring legal proceedings in respect of the Services in either the Scottish or the English courts. If you live in Northern Ireland, you can bring legal proceedings in respect of the Services in either the Northern Irish or the English courts.

THE ANNUAL SCHEDULE OF FEES

Band	Purchase Price of Property	Fee (+ VAT)
A	Up to £4,999.00	£50.00
B	£5,000.00 to £19,999.00	£100.00
C	£20,000.00 to £49,999.00	£200.00
D	£50,000.00 to £99,999.00	£300.00
E	£100,000.00 to £199,999.00	£400.00
F	£200,000.00 to £399,999.00	£500.00
G	£400,000.00 to £649,999.00	£600.00
H	£650,000.00 or More	£700.00