

# Art & Antiques Appraisals

## TERMS OF ENGAGEMENT

The terms in this document as supplemented and/or amended by any relevant letter of engagement ("Terms") apply to each matter in relation to which Art & Antiques Appraisals undertakes work for you. In the event of any conflict between this document and the relevant letter of engagement, the letter of engagement shall prevail.

The expressions "we", "us", "our", "firm" and "Art & Antiques Appraisals" mean or refer to James Glennie trading as Art & Antiques Appraisals whose address is: The Den, Letheringsett, Holt, Norfolk NR25 7AR, UK.

The expressions "you" and "your" refer to our client.

The expression "matter" means a specific transaction or issue in relation to which you ask us to provide services whether or not it has been defined in a letter of engagement or other agreement; "services" means all services we provide to you in relation to the relevant matter.

### 1 INSTRUCTIONS

We shall be entitled to assume that whoever gives us instructions to provide services has actual authority to do so and we shall be entitled to rely on any information provided to us by that person. Where instructions are given on behalf of a company, LLP or other organisation we shall be entitled to assume that the Terms have been brought to the attention of and approved by the directors of the company, members of the LLP or, in the case of any other organisation, the appropriate officers of that organisation.

Where our client consists of more than one person or entity, the liability of those persons or entities is joint and several. Each joint client irrevocably permits us to disclose to any other of the joint clients at any time any information which we would otherwise be prohibited from so disclosing by virtue of our duty of confidentiality. If any joint client ends this permission during the provision of the relevant services, or if a conflict of interest arises between joint clients, we may suspend or terminate the provision of the services related to that matter to one or more of the joint clients.

It is vital that you provide us with all relevant information to provide services to you and that all information provided is, to the best of your knowledge, complete, accurate and up to date, and is supplied as quickly as practicable. Please tell us of any subsequent changes to the information provided, as well as about any further information which might be relevant.

### 2 RELATIONSHIP MANAGEMENT

Our objective is to ensure that each matter on which we are instructed is dealt with by people with the right level and area of expertise. This helps to ensure a cost effective service. In practice this means that different people may be involved in the day-to-day conduct of a matter. To enable this to work well we believe that one person should have overall responsibility for managing our relationship with you. That person, as well as having an overview of the various matters being handled for you, will maintain regular contact with you to review progress on outstanding matters and the services we provide. He or she will be able to allocate new matters to the right individual within the firm.

### 3 PROGRESS REPORTS AND RESPONSE TIMES

All reasonable efforts will be made to keep you informed of progress or of any unexpected delays or changes in the character of the services being provided. Where appropriate, we will also advise you if we consider that the probable outcome of the matter does not justify the likely fees, disbursements and expenses and the risk involved. Please request a progress report at any time if you are in doubt as to the current position.

### 4 COMMUNICATIONS

Please let us know if you have a preferred method of communication, e.g. telephone or email. Unless we hear from you, we will use whatever mode of communication appears appropriate in the circumstances.

All email messages sent to us will, if properly addressed, arrive on the terminal of the person to whom they are addressed. Please be aware of the following points:

- The firm is connected to the internet, but the exchange of email messages may be subject to delays outside our control
- The safe delivery of email via the internet should not be assumed
- The confidentiality of email cannot be guaranteed
- We use Microsoft Word

Unless you ask us, we shall not be required to encrypt or password-protect any email or attachment sent by us. We shall not be responsible for any loss or damage arising from the unauthorised interception, re-direction, copying or reading of emails including any attachments. We shall not be responsible for the effect on any hardware or software (or any loss or damage arising from any such effect) of any emails or attachments which may be transmitted by us (except where this is caused by our negligence or wilful default).

### 5 CONFLICTS OF INTEREST

We have a professional obligation not to act for one client in a matter where there is an actual (or significant risk of a) conflict with the interests of another client for whom we are already acting.

If at any time you become aware of an actual or potential conflict of interest, please raise it with us immediately.

Subject to our professional duties, we will always seek to resolve any conflict issues in the most advantageous way for the clients concerned.

Where our professional rules allow, you agree that after termination of our retainer, we may act or continue to act for another client in circumstances where we hold information which is confidential to you and material to the engagement with that other client. We will not, however, disclose your confidential information to that other client.

### 6 CONFIDENTIALITY AND USE OF INFORMATION

We will keep confidential any information which we acquire about your business and affairs, unless we are required to disclose any such information:

- To our auditors, external assessors or other advisers or for the purposes of our professional indemnity insurance; or
- By law or other regulatory authority to which we are subject.

If you or we engage other professional advisers to assist with a matter we will assume, unless you notify us otherwise, that we may disclose any such information to such other advisers as necessary.

In certain circumstances, it may be necessary to erect an information barrier (or Chinese Wall) to protect the confidentiality of client information; if this is needed we will discuss it with you. Where possible, we will disclose to you all information which is material to your affairs and business regardless of the source of that information. However, we will not disclose to you any confidential information about the business and affairs of any other existing or former client, or any information in respect of which we owe a duty of confidentiality to a third party.

We will use the personal information we receive about you for the administration of our relationship with you, for billing (and, where necessary, debt collection) and for marketing. To help us to make credit decisions about you, to prevent fraud, to check your identity and to prevent money laundering, we may also use the information to search the files of credit reference agencies who will record any credit searches on your file. The information may be used by other credit grantors for making credit decisions about you and the people with whom you are financially associated, for fraud prevention, money laundering prevention and occasionally for tracing debtors. We may disclose your details to our agents and service providers for any of the purposes set out in this paragraph.

We may from time to time contact you by mail, telephone or email to provide information that may be of interest to you, including details of the services we offer, newsletters, updates and invitations to events. Please let us know if you do not want to receive such information.

### 7 DUTY OF CARE AND OTHER ADVISERS

The services provided by us are for your benefit alone and solely for the purpose of the matter to which they relate. They may not be used or relied upon for any other purpose or by third parties. Our duty of care is to you as our client and does not extend to any third party. Subject to what is set out in section 8 below, no third party shall have any right under the Contract (Rights of Third Parties) Act 1999 to enforce any of the Terms, provided that no right or remedy of any such person which exists or is available otherwise than by virtue of that Act shall be adversely affected by the Terms.

We will, on your behalf, instruct, liaise with or co-ordinate advice from other professional advisers. We will not be responsible for the accuracy or appropriateness of the advice given or work undertaken by those other advisers or for payment of their fees and expenses.

# Art & Antiques Appraisals

## 8 EXCLUSIONS AND LIMITATIONS OF LIABILITY

If we are prevented by circumstances beyond our reasonable control from providing the services we have undertaken to perform for you, we will immediately notify you of the nature and extent of such circumstances. If as a result of those circumstances we are unable to meet any deadline or complete the services by any estimated date of completion or at all:

- Any such failure on our part will not constitute a breach of the agreement between us;
- We will not be otherwise liable to you for any such failure to the extent that it is attributable to any such circumstances notified to you; and
- Any estimated date for completion of the services will be extended accordingly.

We shall not be responsible for any failure to provide services on any issue which falls outside the scope of our engagement and shall have no responsibility to notify you of, or the consequences of, any event or change in the law (or its interpretation) which occur after the date on which the relevant service is provided.

We shall not be liable for any indirect loss or damage or any loss of profit, income, production or accruals arising in any circumstances whatsoever, whether in contract, tort, negligence, for breach of statutory duty or otherwise, and howsoever caused.

The liability of Art & Antiques Appraisals for any claim in contract, tort, negligence, for breach of statutory duty or otherwise, for any loss or damage, costs or expenses howsoever caused arising out of or in connection with the services shall, in relation to each matter, be limited to the sum specified in the letter of engagement or, if no sum is specified, the sum of £1 million.

Art & Antiques Appraisals alone will provide the services and your agreement is solely with Art & Antiques Appraisals. You agree that you will not bring any claim whether in contract, tort, negligence, for breach of statutory duty or otherwise against any consultant to, or employee or agent of Art & Antiques Appraisals. Those consultants, employees and agents assume no personal liability for the provision of services and shall be entitled to rely on the Terms insofar as they limit or exclude their liability.

Nothing in the Terms shall exclude or restrict our liability to you for death or personal injury resulting from our negligence or for fraudulent misrepresentation or in any other circumstances where liability may not be so limited or excluded under any applicable law or regulation.

Subject to any agreed limit on our liability, our liability to you shall be limited to such sum as it would be just and equitable for us to pay having regard to the extent of our responsibility for the loss or damage and the responsibilities of all other persons. You agree that our liability shall not be increased by:

- Any limitation, exclusion, restriction or liability you have agreed with any other person, or any joint insurance or co-insurance provision between you and any other person;
- Your inability to recover from any other person, or your decision not to recover from any other person.

## 9 FEES

Our fees are normally based on the time spent dealing with a matter. Other factors may also be taken into account, for example, complexity, value, importance to the client and urgency. We reserve the right to add uplift to our hourly rates to take account of these other factors, and to make a charge for the use of our precedents.

Time spent will include meetings with you (and perhaps others); any time spent travelling; considering; research; correspondence (including emails); and making and receiving telephone calls. We record time in six minute units. Our hourly rates are set out in your letter of engagement and vary according to the level of expertise of each adviser. VAT will be added where applicable.

Although hourly rates are the norm, we aim to be flexible in our approach to charging and may have agreed with you an alternative charging method in your letter of engagement.

## 10 DISBURSEMENTS AND EXPENSES

By instructing us, you are authorising us to incur such disbursements as we consider necessary. However, we will consult you before incurring any significant disbursements. Disbursements may include the fees of other experts. Payments on account of disbursements may be required, particularly if they are likely to be large.

We reserve the right to charge for special bank transaction costs, and special travelling expenses. VAT will be added where applicable.

## 11 CLIENTS' MONEY

Where we receive money from you which is to be applied on your behalf, it will be held in a separate client bank account. Any deposit interest paid to UK residents by us will be paid without deduction of tax. It is your responsibility to declare sums so received for tax purposes. Money held by us will be taken in payment or part payment of our invoices within 14 days of the date of the invoice, unless that money is held for any other purpose.

Where we make payment of money to you or to another person on your behalf, it will usually be by electronic transfer, e.g. via the Clearing House Automated Payment System (CHAPS). We do not accept any responsibility or liability for any losses arising in respect of any interception, appropriation, misuse or delay in receipt. You authorise us to send any cheque (where that is the chosen method of payment) in the ordinary post and, on posting, property and risk in the cheque will pass to you.

## 12 PAYMENT TERMS

Our bills are due for payment on receipt without any deduction, set-off or counterclaim. We reserve the right to suspend or terminate the provision of further services until payment is received. If a bill remains unpaid for 30 days after the date of the invoice, we reserve the right to charge interest at a rate equal to 3% above NatWest Bank plc base rate until payment is made. We will also be entitled to retain property belonging to you together with our own papers relating to the matter, until all sums outstanding to us are paid.

## 13 TERMINATION OF INSTRUCTIONS

You may bring instructions to an end at any time. We may also bring instructions to an end for a good reason and on reasonable notice. If instructions are terminated, you will be liable only for fees arising and payments made or committed up to the date of termination of the instructions, together with any fees or payments for services necessary in connection with the transfer of the matter to another adviser. If this happens, we shall charge for services provided in accordance with the hourly rates prevailing at the relevant time. VAT will be charged as applicable.

## 14 RESOLUTION OF DISPUTES

The Terms are governed by, and will be construed in accordance with, the law of England and Wales. You and we irrevocably agree to submit to the jurisdiction of the courts of England and Wales over any claim or issue arising under or in connection with the Terms and you and we waive any objection to proceedings being brought in those courts on the grounds of venue or on the grounds that such proceedings have been brought in an inappropriate forum.

## 15 INVESTMENT ADVICE

The services may involve investments. We are not authorised by the Financial Services Authority (FSA) under the Financial Services and Markets Act 2000. Therefore, we may refer you to someone who is authorised to provide any necessary advice. Where instructed by you, we may obtain advice from or arrange a transaction with or through an authorised or exempt person.

## 16 EQUAL TREATMENT

We are committed to promoting equality and diversity in all of our dealing with clients, third parties and employees. We will not discriminate in the way we provide our services on the grounds of sex (including gender re-assignment), marital status, sexual orientation, disability, race, colour, religion, age, nationality, ethnic or national origins.

## 17 NON-WAIVER

Any failure by the firm to insist upon strict performance of any of the Terms, or any failure or delay by the firm to exercise any rights or remedies, whether under the Terms and/or at law or otherwise, shall not be deemed a waiver of any right of the firm to insist upon the strict performance of the Terms or of any of its rights or remedies as to any default under the Terms.

## 18 SEVERABILITY

If any of the Terms is found by any court of competent jurisdiction to be illegal, invalid or otherwise unenforceable, then that provision shall, to the extent necessary, be severed and shall be ineffective but without affecting any other Term.

*Art and Antiques Appraisals*

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