Terms and Conditions of Sale (as recommended by LAPADA)

It is important that you read and understand these terms and conditions before proceeding with this transaction. Only proceed with the transaction if the terms and conditions are acceptable to you. 

1. Purpose and effect
1.1 These Terms set out all the terms of agreement other than price between you as buyer and us as seller, in relation to the sale and purchase of the item(s) identified in the invoice overleaf, whether we act as the vendor (you) or the buyer (we) or as the ‘Contract’. We confirm that we either own the Work or are authorised to sell it on behalf of the owner.

1.2 When you accept these terms and conditions, or, in addition to these Terms, you must ensure that the variation or addition has been agreed by us in writing.

2. Statements about the Work
2.1 All statements by us as to the authenticity, attribution, description, date, age, provenance, value, historical significance, relevant condition of the Work constitute our judgement and opinion only (save that this shall not operate so as to exclude any liability on our part for misrepresentations and are not warranted by us.

2.2 Our description of the Work is partly dependent upon information provided by experts and we are not liable for the statements, data, information and opinions of others or any change in expert opinion which may take place subsequent to the sale.

2.3 While we will on request explain the condition of the Work, it is not our policy to allow you to examine the Work. Any risk or liability for loss or damage to the Work shall pass to you. Where we agree to payment by cheque, we shall only accept a cheque in the case of a Work consisting of more than one item, the reference of that item and as to all amounts payable at us under clause 6 below but excluding any deposit or advance that you may already have paid (the ‘Price’), on the earlier of: (a) the expiry of any payment term as shown on the invoice; and (b) the time of delivery of the Work. Payment is made only once we receive cleared funds representing the full amount.

2.4 You should allow at least two working days for delivery by wire transfer, cash (subject to any thresholds we may set) or credit card, as agreed and set out in the invoice. Where we agree to payment by cheque, upon receipt of the cheque upon the cheque being cleared in full on first presentation.

2.5 All payments shall be made in the currency specified in the invoice.

2.6 If you fail to make full payment within the relevant period, we shall charge you interest on the amount unpaid at the rate of 4% per annum above Barclay’s Bank base rate from the date when payment was due until payment is made in full.

3. Collection of the Work and passing of risk
3.1 You must collect the Work from the address specified in the invoice at the agreed date and time, within 28 days of the date of payment, unless it is agreed in writing that:

3.1.1 the Work will not pass to you until we have received in full in cleared funds all sums due in respect of the Work.

3.2 If you have possession of the Work before full payment has been made, you must:

3.2.1 keep possession of it, not sell it or hand it over to any other person or dispose of any interest in it;

3.2.2 in the case of Work consisting of more than one item, keep those items together;

3.2.3 keep any identifying marks showing that we own the Work clearly displayed;

3.2.4 where there are your premises and at no cost to us, separately from other property;

3.2.5 at our request, and after we have given you reasonable notice, give a third party acting on our behalf to have access to the Work in order to inspect it; and

3.2.6 preserve the Work in the same state as it was on delivery in particular, not restore, repair, clean or reframe it without our written consent.

4. Export
4.1 If the Work is to be exported from the United Kingdom whether to other countries within the European Union or outside the European Union, it will be your responsibility to obtain the relevant export licence.

4.2 When making arrangements for export of the Work, you must:

4.2.1 comply with all requirements of any relevant tax authorities (including if applicable, HM Revenue and Customs); any export licensing authorities and any other relevant official bodies;

4.2.2 reimburse to us any sum claimed if HM Revenue and Customs or any other export tax authorities or any 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 the relevant requirements for export and import.

4.3 When on its sale to you the Work is intended for export, you will be charged for VAT on the Work should it not be exported.

4.4 In any event you will be responsible for paying any taxes including but not limited to import tax, duty, any expected export duties, and transportation costs in respect of the 

4.5 Risk of loss and damage to the Work shall pass to you overleaf.

5. Consumer Protection
5.1 This clause applies only where you are deemed to be a consumer for the purposes of the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013.

5.2 In the event that our Contract is concluded ‘off- contract’ or through a telephone communication you have the right to cancel the Contract within 14 days from the day on which you acquire, or a third party nominated 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 (the ‘Cancellation Period’).

5.3 To exercise your right to cancel, you must inform us of your decision to cancel by a clear statement (by post, fax or email) to the effect that you may cancel the Contract, together with delivery costs, any VAT and any charges arising from the Contract.

5.4 The Work must be returned to us in the same condition in which you receive it (which does not interfere with your right to take any reasonable steps to examine the Work). You have a legal obligation to take reasonable care of the Work whilst it is in your possession. If you fail to comply with this obligation, we may make a deduction from the reimbursement you are entitled to for loss of value in the Work.

5.5 We will reimburse to you all payments received from you, including any 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).

5.6 We will make the reimbursement without undue delay, not later than:

5.6.1 (a) 14 days after the day we receive back from you the Work, or

5.6.2 (if earlier) 14 days after the day you provide evidence that you have returned the Work, or

5.6.3 (c) if the Work was never supplied, 14 days after the day on which we are informed about your decision to cancel the Contract.

5.7 We will make the reimbursement using the same means of payment as the means of payment you used for the initial transaction, unless you have expressly agreed otherwise: in any event, you will not incur any fees as a result of the reimbursement.

5.8 Unless we are collecting the Work pursuant to this section 12, we may withhold reimbursement until we have received the Work back or you have supplied evidence of having sent back the Work, whichever is the earliest.

5.9 Details of the consumer rights described above, and an explanation of how to return the Work, are available at www.lapada.org/what-is-lapada/consumer-protection. Nothing in this section affects your legal rights.

13 Law and jurisdiction
13.1 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.

13.2 The courts of England and Wales will have non-exclusive jurisdiction in relation to any dispute: (a) arising from or in connection with these Terms; or (b) relating to any non-contractual obligations arising from or in connection with these terms and conditions.

LAPADA – Updated January 2017