

BIRMINGHAM ASSAY OFFICE

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TERMS AND CONDITIONS OF BUSINESS

1. These conditions apply in respect of all articles received by or on behalf of the Assay Office. Any person (here in under referred to as "the Consignor") by or on behalf of whom articles are delivered sent or consigned for receipt as aforesaid shall be bound by these conditions.
2. All parts of an article must be submitted and all metal parts are liable to sampling and marking. The Assay Office shall incur no liability as respects any damage caused to any article in the reasonable exercise or (as the case may be) discharge of any of the powers and the duties conferred upon the Assay Office by the Hallmarking Act 1973 or by any other statute for the time being in force.
3. Precious and semi – precious stones must be removed from the article and retained by the Consignor. Any stone not so removed is received by the Assay Office at the sole risk of the Consignor and the Assay Office shall in no circumstances be liable for any loss of or damage to the same how so ever caused.
4. The Assay Office shall in no circumstances be under any liability to the Consignor in respect of any loss of or damage to the article while the article is in the course of carriage to or from the Assay Office unless such loss or damage is shown to have been directly caused by theft or other dishonesty on the part of the employees (but not independent contractors) of the Assay Office.
5. Subject as aforesaid the Assay Office accepts liability to the Consignor in respect of loss of or damage to an article while in the actual custody of the Assay Office where such loss or damage is directly caused by the wilful default or negligence of the Assay Office or of its employees (but no independent contractors) while acting in the course of their employment by the Assay Office.
6. Notwithstanding anything herein contained any liability of the Assay Office shall be limited to the unwrought value by weight of the metal comprised in the article. The Assay Office shall in no circumstances be liable for any consequential or other loss or damage resulting from loss of or damage to the article.
7. (a) Save as aforesaid the Assay Office shall in no circumstances be under any liability for any loss or damage or delay of whatsoever kind arising or resulting directly or indirectly from any act neglect or default on the part of the Assay Office its employees or independent contractors howsoever such loss or damage or delay may be caused.
(b) The consignor should ensure that each article is insured in the full replacement value thereof under a policy of insurance against loss or damage by accident fire and theft and against any risk not accepted by the Assay Office hereunder. In particular the Consignor should ensure that such policy extends to the article while in the custody of the Assay Office its employees and independent contractors and covers any additional value in excess of that referred to in Condition 6 above and any consequential or other loss or damage resulting from loss or damage to the article.
8. Save where the consignor does not make or hold himself out as making his contract with the Assay Office in the course of a business (as defined by the Unfair Contract Terms Act 1977) the consignor shall indemnify the Assay Office against all and any liability, cost or expense in excess of the liability of the Assay Office to the Consignor hereunder which shall or may be incurred by the Assay Office by reason of any claim action or legal proceedings brought against the Assay Office or its employees by the Owner of the article or by any person having a legal or other interest in the article whethersuch claim action or legal proceedings arises from or as a result of the negligence of the Assay Office its employees or otherwise.
9. Every right exemption defence and immunity of whatsoever nature applicable to the Assay Office or to which The Assay Office is entitled hereunder shall also be available to and shall extend to protect every employee of the Assay Office in the course of or in connection with his employment and for the purpose hereof the Assay Office is or shall be deemed to be acting as agent on behalf of and for the benefit of all persons who are or shall be its employees from time to time and all such persons shall to this extent be or be deemed to be parties to the contract contained in these Conditions or of which these Conditions form part.
10. The Consignor shall within the period of two months after being requested to do so by the Assay Office in writing either take delivery of the article or give directions as to its delivery. If the Consignor shall fail so to do then upon the expiration of the said period of two months the Assay Office shall be in possession of the article as an involuntary bailee thereof (subject to the exclusions and limitations of liability on the part of the Assay Office contained in these conditions) and shall be entitled to sell the article after due notice to the Consignor insofar as the same is required by law.
11. (a) The Assay Office may retain any article received by or on behalf of the Assay Office whilst payment of any charge for that or any other article by the Assay Office to the consignor of that article is overdue.
(b) Without prejudice to any other right or remedy against the consignor, the Assay Office may, after giving one month's notice in writing to the consignor, sell by auction or private treaty any article so retained if any charge by the Assay Office to the Consignor is overdue by more than six months before the notice is given and is still unpaid before the sale.
After deducting the costs of and incidental to the sale, the Assay Office may apply the proceeds of the sale in satisfaction or part satisfaction of all unpaid charges by the Assay Office to the Consignor and the Assay Office shall pay any residue of the net proceeds to the Consignor.
12. Nothing herein contained shall affect any right of compensation specifically conferred by any statute for the time being in force.

FOR HALLMARKING SERVICES OPENING HOURS, PLEASE REFER TO OUR WEBSITE: WWW.THEASSAYOFFICE.CO.UK



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