



HALLMARKING CONDITIONS

1. These conditions relate to the exercise by the Sheffield Assay Office (the “Assay Office”) of its hallmarking duties and powers under the Hallmarking Act 1973 (or by any other statute for the time being in force) in respect of the articles submitted to it by the Consignor (as defined below) at the Assay Office’s premises (the “Hallmarking Services”).
2. Where the Assay Office agrees to undertake the carriage of all or any of the Consignor’s articles to and/or from the Assay Office’s premises then the terms and conditions applicable to those carriage services are set out in the Assay Office’s “Conditions Relating to Carriage Services” which can be found on the Assay Office’s website (www.assayoffice.co.uk) and are available in hard copy on request from the Assay Office (the “Carriage Services Conditions”) and the Consignor agrees to be bound by the Carriage Services Conditions.
3. These conditions apply in respect of all articles received by or on behalf of the Assay Office at the Assay Office premises. Any person (hereinafter referred to as “the Consignor”) by or on behalf of whom articles are delivered or sent or consigned for receipt as aforesaid shall be bound by these Conditions.
4. 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).
5. 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 howsoever caused.
6. Except for any liability arising under the Carriage Services Conditions (if applicable), 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.

7. 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 within the Assay Office premises where such loss or damage is directly caused by the wilful default or negligence of the Assay Office or of its employees (but not independent contractors) while acting in the course of their employment by the Assay Office.
8. Notwithstanding anything herein contained any liability of the Assay Office under these Conditions 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.
9. 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.
10. 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 8 above and any consequential or other loss or damage resulting from loss or damage to the article.
11. 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 whether such claim action or legal proceeding arises from or as a result of the negligence of the Assay Office its employees or otherwise.
12. 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 purposes 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.
13. 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 in so far as the same is required by law.

14. 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.
15. 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 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.
16. 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.
17. Nothing herein contained shall affect any right of compensation specifically conferred by any statute for the time being in force.
18. The Assay Office shall provide the Consignor with a price list for the charges for the Hallmarking Services from time to time. When the Consignor requests the Hallmarking Services the charges for those services will be as set out in the most recently provided price list. The Assay Office is entitled to update the price list from time to time in its absolute discretion.
19. The Consignor shall pay the charges in accordance with these conditions. Except when required to be paid in advance, the charges are payable within 28 days from date of the invoice provided by the Assay Office to the Consignor for the Hallmarking Services. The Assay Office reserves the right to require payment for the Hallmarking Services in advance of those services being rendered to the Consignor.
20. Credit facilities granted to a Consignor may be withdrawn at the Assay Office's absolute discretion at any time and the balance outstanding shall become due immediately on demand. If payment is made by corporate credit card the Assay Office reserves the right to apply an additional charge to cover its costs of accepting the payment (and the Assay Office will tell the Consignor the amount of such charge before making it).
21. The Assay Office shall be entitled to charge interest (both before and after judgment) on any amount unpaid at the rate of 4% above the base rate of the Barclays Bank Plc from time to time until payment is made in full. When payment is not made by the due date, the Consignor shall indemnify the Assay Office for any costs and/or expenses it may suffer or incur in recovering the sum due, including reasonable legal fees and costs of collection.

22. Any queries in respect of an invoice must be made in writing within 7 days of the date of the invoice otherwise it will be deemed to have been accepted and will be payable in full by the Consignor.
23. All charges quoted and charged are exclusive of value added tax and all other duties or taxes which may become due or payable from time to time and shall be added to invoices at the rate applicable at the date of invoice.
24. The Assay Office operates an electronic invoicing system. All invoices, credit notes and statements will be sent to the Consignor electronically. If the Consignor requires paper invoices or credit notes (or cannot provide the Assay Office with an email address) the Assay Office reserves the right to make charges for the provision of such paper invoices or credit notes.
25. The payment terms and charges paid to the Assay Office are confidential, and the Consignor shall take all reasonable steps to ensure that such terms remain confidential. The Consignor may not disclose the terms or make any public announcement about the relationship the parties have entered into without the prior written agreement of the Assay Office, save for any disclosure required by law or by a statutory or regulatory body with power to order such disclosure.
26. If any provision of these conditions is held by any court or competent authority to be invalid or unenforceable in whole or in part, the validity of the remainder of these conditions and of such provision shall continue in full force and effect.
27. A person who is not a party contracted with the Assay Office under these conditions has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of these conditions. This clause does not affect any right or remedy of a third party which exists or is available apart from the Contracts (Rights of Third Parties) Act 1999.
28. The waiver by either party of any breach of these conditions will not prevent the subsequent enforcement of that term and will not be deemed a waiver of any subsequent breach.
29. These conditions and the documents referred to in them constitute the entire agreement between the Assay Office and Consignor and supersede all prior agreements, representations and understandings relating to the subject matter of the conditions.
30. These Conditions (and any non-contractual claims) shall be subject to and construed in accordance with English law, and the parties submit to the exclusive jurisdiction of the English courts.