



DOERR DALLAS VALUATIONS LIMITED

TERMS AND CONDITIONS

1. THESE TERMS

- 1.1 These are the terms and conditions on which we supply services to you. We are a valuations business who specialise in valuing art, antiques, silver, jewellery, watches, cars, books and manuscripts and other valuable collectables (**the Services**).
- 1.2 Please read these terms carefully before you contract with us. These terms tell you who we are, how we will provide the 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.
- 1.3 The clauses in these terms and conditions will be incorporated and form part of the contract you enter into with us.
- 1.4 By providing us with instructions and engaging us to provide services, you are deemed to have accepted these terms and conditions and they will form part of our contract with you.
- 1.5 In some areas you will have different rights under these terms depending on whether you are a business or consumer. You are a consumer if:
- you are an individual; and
 - you are buying Services from us wholly or mainly for your personal use (not for use in connection with your trade, business, craft or profession).
- 1.6 If you are a business customer these terms constitute the entire agreement between us in relation to your purchase of our Services. You acknowledge that you have not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of us which is not set out in these terms and that you shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.



2. INFORMATION ABOUT US AND HOW TO CONTACT US

- 2.1 We are Doerr Dallas Valuations Limited, a company registered in England and Wales. Our company registration number is 10354685 and our registered office is at Savoy Hill House, Savoy Hill, London, United Kingdom, WC2R 0BU. Our registered VAT number is 267 7419 64.
- 2.2 You can contact us by telephoning us at 01883 722736 or by writing to us at enquiries@doerrvaluations.co.uk. If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us in the letter of appointment. When we use the words "writing" or "written" in these terms, this includes emails.

3. OUR CONTRACT WITH YOU

Once your request for our Services has been received by us, we will send you our letter of appointment setting out your reference number, time and date of appointment, the purpose and basis of the valuation, the price quote together with an incidental charges and other requests as specified by you. You must then sign and return a copy of the letter of appointment, which must be accompanied by these terms. Our acceptance of your order for Services will take place when you return to us a signed and dated copy of the letter of appointment and terms and once we email you to confirm acceptance of your order for Services (**Contract**), at which point a contract will come into existence between you and us.

4. OUR VALUATION SERVICES

- 4.1 Our fees for the Services will be charged at our standard rates. We will inform you of our fees for the Services via telephone or email for your agreement prior to entering into this Contract.
- 4.2 If you do not allow us access to your property to perform the Services as arranged (and do not have a good reason for this) we may charge you additional costs incurred by us as a result. If, despite our reasonable efforts, we are unable to contact you or re-arrange access to your property we may end the Contract.



- 4.3 Our Services and the reports we write are prepared for the client or agent to whom they are addressed for their specific purposes – a report may not be relied upon or used by any other person or for any other purpose other than that stated on the title page and certificate of the report. We will not accept responsibility or incur any liability if any report which we prepare is used, or relied upon, by anyone else.
- 4.4 Unless otherwise documented by us in writing, our Services and the reports we write are accurate as of the date they have been issued by us. If you wish to rely on any report or Service in future, we make no representations or warranties as to its accuracy and shall have no liability to you whatsoever for this. Any report or Service we provide to you should be updated regularly and at a minimum every three years or should changes in market conditions dictate (as the case may be).
- 4.5 You represent and warrant that, when requesting us to provide the Services, you are entitled to, or duly authorised to, have the relevant property valued. In issuing a valuation report, our specialists express no opinion as to the ownership of the items being valued.
- 4.6 For items which are no longer available in the retail market, the basis of our valuation for insurance purposes will be that of the replacement value of a similar item in the retail market.
- 4.7 If you request items valued on a basis other than that agreed at the time the Contract was entered into, you agree to make this known to our representative expressly in writing.
- 4.8 If you require any changes to the Services, you may be liable to pay additional charges for any such changes.
- 4.9 We shall carry out the Services on your behalf and you authorise us to do so. If you are carrying out these Services on behalf of any other person or entity, you represent and warrant to us that you are duly authorised to enter into this Contract with us.
- 4.10 We shall use all reasonable endeavours to meet any dates specified, but any such dates shall be estimates only and time shall not be of the essence for performance of the Services.



- 4.11 You shall be responsible for ensuring that all items and/or goods to be valued are adequately insured.
- 4.12 In issuing reports, our specialists express no opinion as to the commercial value of the exploitation of the intellectual property or other rights attaching to the items valued.
- 4.13 You agree not to call upon our specialists to give evidence in legal or other proceedings concerning the contents of the valuations made without obtaining our prior written agreement. We will take reasonable steps to justify the valuations prepared for tax purposes in response to enquiries made by HMRC.

5. YOUR RIGHTS TO MAKE CHANGES

If you wish to make a change to the Services that we have agreed on please contact us. We will let you know if the change is possible. We will let you know about any changes to the price or anything else that would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change.

6. OUR RIGHTS TO MAKE CHANGES

We may change the Services:

- (a) to reflect changes in relevant laws and regulatory requirements ; and
- (b) to implement minor improvements. These changes do not affect your use of the Services.

7. PROVIDING THE SERVICES

- 7.1 We will begin the Services on the date agreed with you in the Contract and the Services will be provided using reasonable care and skill.
- 7.2 If our supply of the Services is delayed by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event, but if there is a risk of substantial delay you may contact us to end the contract and receive a refund for any Services you have paid for but not received.



- 7.3 We may need certain information from you so that we can supply the Services to you, for example, your property details. If so, this will have been told to you over the telephone or over the course of email exchanges. We will contact you to ask for this information. If you do not give us this information within a reasonable time of us asking for it, or if you give us incomplete or incorrect information, we may either end the contract (and clause 10.2 will apply) or make an additional charge of a reasonable sum to compensate us for any extra work that is required as a result. We will not be responsible for supplying the Services late or not supplying any part of them if this is caused by you not giving us the information we need within a reasonable time of us asking for it.
- 7.4 If the relevant valuer carrying out the Services considers that there is a need for a subsequent visit, further research or a visit by a fellow specialist is required, this will be discussed with you and you will be made aware of any additional costs.
- 7.5 We will use reasonable endeavours to send you by PDF by email, a draft of our report within 20 working days of the valuer's visit. We will let you know if in advance in the event of any delays. You must review and return the report to us by special delivery with annotations and comments within 10 working days. If you need to discuss any points, you must call our issuing office, who will pass your comments on to the relevant valuer who will then be in touch to discuss your comments. We will use reasonable endeavours to incorporate any changes and or amendments, insert colour images and send you one illustrated bound copy and PDF of the valuation report within 10 days of receiving the returned draft.
- 7.6 We may have to suspend the supply of Services to:
- (a) deal with technical problems or make minor technical changes; or
 - (b) update the Services to reflect changes in relevant laws and regulatory requirements; or
 - (c) make changes to the Services as requested by you or notified by us to you (see clause 6).



8. YOUR RIGHTS TO END THE CONTRACT

8.1 If you are ending a contract for a reason set out at (a) to (d) below the Contract will end immediately and we will refund you in full for any Services which have not been provided and you may also be entitled to compensation. The reasons are:

- (a) we have told you about an upcoming change of significant effect to the Services or these terms which you do not agree to (see clause 6);
- (b) there is a risk that supply of the Services may be significantly delayed because of events outside our control;
- (c) we have suspended supply of the Services for technical reasons, or notify you we are going to suspend them for technical reasons, in each case for a period of more than 48 hours; or
- (d) you have a legal right to end the contract because of something we have done wrong.

8.2 **A consumer's right to change their mind (Consumer Contracts Regulations 2013).** For most services bought by consumers at a distance or off-premises you have a legal right to change your mind within 14 days and receive a refund. You should consult the above Regulations to see if our contract with you is an off-premises or distance contract. Broadly, such contracts arise when we enter into a contract with you and the contract is concluded either in our physical presence but away from our usual business premises or where the contract is concluded in circumstances where you are not in our physical presence. The cancellation period will expire after 14 days from the day of the conclusion of the Contract. Please note that where you have specifically requested that we provide services to you within 14 days of entering into our Contract, you will be responsible for fees and charges incurred by us up until the date of cancellation – please see further information below. You do not have the right to change your mind for services once they have been completed, even if the cancellation period is still running.

Please note as follows:

- (a) You have 14 days after the date we email you to confirm our Contract to change your mind. However, once we have completed the Services you cannot change your mind, even if the cancellation period is still running. If you cancel after we have started the Services, you must pay us for the Services provided up until the time you tell us that you have changed your mind.



- (b) To exercise the right to cancel, you must inform us of your decision to cancel by a clear statement (e.g. a letter sent by post, fax or email or the model cancellation form set out below) using our contact details in these terms and conditions.
- (c) If you cancel this Contract, we will comply with our obligation to reimburse all payments received from you. However, you agree to paying or incurring liability to pay sums to third parties in relation to this Contract and you agree that if you cancel we will not reimburse any sums which we have paid or incurred liability to pay to a third party with your authority.
- (d) If you request us to begin the performance of the Services during the cancellation period, you will pay us an amount which is in proportion to what has been performed until you have communicated to us your cancellation of this engagement, in comparison with the full coverage of the Contract.
- (e) We will begin the performance of our Services before the expiration of the cancellation period if you so request expressly in writing or by email. Your signature to this Contract will be such a request, unless you tell us in writing or by email not to begin performance. You acknowledge that you will lose the right of cancellation if our Services are fully performed during the cancellation period.

8.3 Other than in the circumstances stated in clauses 8.1 and 8.2 (which apply only where you are a consumer customer and in certain circumstances as described above), in the event you cancel the Contract or postpone a valuation the following cancellation fees will apply:

- (a) up to a week before the appointment – 50% of quoted fee
- (b) up to 48 hours before the appointment – 75% of quoted fee
- (c) less than 24 hours before the appointment- 100% of quoted fee

9. HOW TO END THE CONTRACT WITH US

To end the contract with us, please let us know by calling us on 01883 722736 or email us at rachel@doerrvaluations.co.uk.



10. OUR RIGHTS TO END THE CONTRACT

10.1 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 1 business day (a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business) of us reminding you that payment is due; or
- (b) you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the Services.

10.2 If we end the contract in the situations set out in clause 10.1 we will refund any money you have paid in advance for Services we have not provided but we may deduct or charge reasonable compensation for the net costs we will incur as a result of your breaking the contract.

11. IF THERE IS A PROBLEM WITH THE SERVICES

If you have any questions or complaints about the Services, please contact us. You can telephone us at 01883 722736 or write to us at enquiries@doerrvaluations.co.uk.

12. PRICE AND PAYMENT

12.1 The price (which includes relevant taxes if applicable) will be the price as explained to you in the letter of appointment or in the course of email exchanges. We will also set out reasonable expenses to carry out the Services. We reserve the right to increase the price, with your prior agreement, if for any reason there is an increase in the cost between your booking date and the date of the Contract.

12.2 If taxes are applicable and the rates of those taxes changes between your order date and the date we supply the Services, we will adjust the rate of tax that you pay, unless you have already paid for the Services in full before the change in the rate of tax takes effect.

12.1 You must make an advance payment of 50% of the price for the Services, before we start providing them. This will be invoiced to you. We will invoice you for the balance of the Services with the draft valuation. You must pay each invoice by return or within 3 working days.



12.2 If you are a business customer you must pay all amounts due to us under these terms in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

13. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU IF YOU ARE A CONSUMER

13.1 We are responsible to you for foreseeable loss and damage caused by us. If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the process.

13.2 We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the Services.

13.3 If we are providing Services in your property, we will make good any damage to your property caused by us while doing so. However, we are not responsible for the cost of repairing any pre-existing faults or damage to your property that we discover while providing the Services.

13.4 We are not liable for business losses. If you are a consumer we only supply the Services to you for domestic and private use. If you use the Services for any commercial, business or re-sale purpose our liability to you will be limited as set out in clause 14.

14. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU IF YOU ARE A BUSINESS

14.1 Nothing in these terms shall limit or exclude our liability for:

- (a) death or personal injury caused by our negligence, or the negligence of our employees, agents or subcontractors (as applicable);
- (b) fraud or fraudulent misrepresentation;
- (c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982; or



- (d) any matter in respect of which it would be unlawful for us to exclude or restrict liability.

14.2 Except to the extent expressly stated in clause 14.1, all terms implied by the Supply of Goods and Services Act 1982 are excluded.

14.3 Subject to clause 14.1:

- (a) we shall not be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, loss of sales or business, loss of agreements or contracts, loss of anticipated savings, loss or corruption of software, data or information, loss of or damage to goodwill, or any indirect or consequential loss arising under or in connection with any contract between us; and
- (b) our total liability to you for all other losses arising under or in connection with any contract between us, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall be limited to 100% of the price paid by you for the Services under the Contract.

15. HOW WE MAY USE YOUR PERSONAL INFORMATION

We will only use your personal information as set out in our Privacy Policy which can be downloaded by accessing the following link: <http://www.doerrvaluations.co.uk/contact-2/>.

16. OTHER IMPORTANT TERMS

16.1 We may transfer our rights and obligations under these terms to another organisation.

16.2 You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing.

16.3 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.



- 16.4 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.
- 16.5 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 and it will not prevent us taking steps against you at a later date.
- 16.6 If you are a consumer, 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.
- 16.7 If you are a business, any dispute or claim arising out of or in connection with a contract between us or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of England and Wales, and the courts of England and Wales shall have exclusive jurisdiction to settle any such dispute or claim.



Model Cancellation Form for Consumer Customers

To exercise the right to cancel, you must inform us of your decision to cancel this Contract by a clear statement (e.g. a letter sent by post, fax or email). You can use the model cancellation form set out in the box below, but it is not obligatory.

(Complete and return this form only if you wish to withdraw from the contract)

To []

I hereby give notice that I [*] cancel my [*] contract for the supply of the following service [*],

Purchased on [*/received on [*],

Name of consumer:

Address of consumer:

Signature of consumer (only if this form is notified on paper):

Date