

CODE OF PRACTICE GENERAL

1. This Code binds all LAPADA Members in their dealings with Customers who buy for their own use and enjoyment and are therefore in law 'consumers' of the goods or services supplied by Members.

PRICES, INVOICES, DESCRIPTIONS AND ATTRIBUTIONS

2.1 All goods for sale shall have the full VAT-inclusive price indicated clearly on a label or ticket attached to or immediately adjacent to the article in question; or, where this would be undesirable in any particular case because of the increased risk of theft:

(a) the full price of the article in question shall be entered on a price list or stock book which is available for inspection at all times during business hours by members of the public on request, and

(b) there shall be a prominent Notice placed nearby stating 'WRITTEN PRICES OF ALL GOODS OFFERED FOR SALE MAY BE EXAMINED ON REQUEST'.

2.2 Any Customer buying goods marked with a price reduced from a previous price may assume that the LAPADA Member is aware of and complying with the current legislation on false or misleading price indications.

2.3 LAPADA Members shall give to the Customer as much clear and accurate information as is reasonably practicable about the article in question, and this shall normally include:

(a) The approximate date or period (e.g. Regency) of manufacture or, if hallmarked/date-marked, the actual year;

(b) The material in which the article is predominantly made (e.g. walnut, bronze, oil on canvas);

(c) The maker or artist's name, if known, together with any provenance if known;

(d) Any major restoration or later additions.

2.4 Upon a sale being agreed description details as indicated on the label and as elaborated orally (if applicable) shall be written down, in a proper invoice showing the name, address, telephone number and VAT registration of the Member and date of issue.

2.5. Customers may assume that LAPADA Members are aware of current legislation against false or misleading trade descriptions of goods or services, misleading price indications and other legislation aimed against the sale of stolen goods, fraud or money-laundering, and the meaning of 'due diligence' in each such area, and to have trained all sales staff appropriately.

DEPOSITS

3. If we (the company) accept a deposit from a customer (our client) as part payment for specific goods to be collected and fully paid for later, the date and full details of the transaction will be recorded with a copy provided to the Customer in writing, including the date by which the full payment must be made, the consequences of our clients default on

payment by the date due will be the forfeiture of the deposit and the retention of our rights to resell the goods concerned. For full details please see our Terms and Conditions of Sale page, as published on our website, paragraphs 7.1 to 7.3.

Notwithstanding the above, all goods are released on trust and remain the property of C.F & S. A. Ltd T/a Robin Haydock until fully paid for.

HOME VISITS

4. LAPADA Members are prohibited from making unsolicited visits to private domestic premises.

SUPPLY OF SERVICES & CONSUMER PROTECTION

5. Where a LAPADA Member's business is primarily to supply services (such as packing, shipping, valuations or restoration) to Customers such supply shall conform to 'best practice' in the relevant sector and Customers shall be given in writing a quotation for the supply in question together with the date and where possible time of delivery. For full details, in particular, please see our Terms and Conditions of Sale page, as published on our website, paragraphs 12.1 to 12.9.

AUTHORITY

6. LAPADA Members have no authority to act on behalf of LAPADA or speak for it unless specifically authorised by the Directors, nor does membership of LAPADA imply any guarantee of authenticity.

VALUATIONS

7. Valuations carried out professionally (i.e. for a fee) shall be provided in writing, signed and dated, and worded to indicate clearly whether they are for insurance (replacement cost) or for probate (net realisable value).

ADVERTISING

8. LAPADA Members must comply with the British Code of Advertising and Sales Promotion and any other Codes of similar standing.

CONCILIATION SERVICES

9. Where a dispute arises between a Customer and a LAPADA Member which they have been unable to resolve, the LAPADA Conciliation Service is available to either party (under the scrutiny of an independent supervisor) as a prompt conciliation facility.

Details may be obtained from: LAPADA, 535 Kings Road, London, SW10 0SZ.

BREACH

10. Any LAPADA member found to be in breach of the Code may be subject to disciplinary action, up to and including revocation of membership.

The Lord de Mauley, LAPADA Chairman:

ATTENTION IS EXPRESSLY DRAWN TO THE FACT THAT NOTHING IN THE ABOVE CONDITIONS SHALL AFFECT THE LEGAL RIGHTS OR OBLIGATIONS OF ANY PARTY TO A DISPUTE.

For full details of our Terms and Conditions of Sale, please see the appropriate page as published on this website.