

Conditions of Valuation

1. By instructing us to conduct a valuation, you acknowledge to have read and agreed to these conditions and to be bound by them. In these conditions, “we”, “us” and “our” shall mean James Forster trading as Beckford Fine Art, and “you” and “your” shall mean the addressee of the valuation.
2. The valuation represents our reasonable opinion as to the current value or values described in the valuation and any other matters covered in the valuation, and is not a statement or representation of fact. In providing the valuation we offer you a general service and do not offer or hold ourselves to offer you either expert or specialist opinion.
3. The valuation is based upon our preliminary visual inspection of the property described in the valuation (the “Property”) without cleaning, restoration or disassembly and without research into the Property’s background or further tests or analysis. The valuation also relies upon the information provided by you or your agent including but not limited to the Property’s history or provenance. Accordingly, we give no representation, warranty or guarantee in respect of the Property’s origin, provenance, attribution, title, description, condition, date, age or authenticity. The valuation assumes that each item of Property is free from any third party’s interests, restrictions or claims and that it could be sold without restrictions (including, without limitation, as to export) as an individual lot in the international auction market.
4. It is rarely possible to value with precision the types of property we value because opinions as to value often differ. Circumstances which may affect the value of individual items may not be known or foreseeable at the time of valuation. Authenticity and attribution may vary over time. In addition, the preliminary nature of the valuation work carried out may mean that the identification, attribution and value of items might be subject to change if further examination or research in relation to such items were to be undertaken. We submit our valuation based on your agreement that we do not accept liability on any of these counts, and we make no warranty or representation that the Property will realise in a sale the amount at which it is valued.
5. You shall be responsible for our expenses, including all reasonable expenses incurred in the preparation of the valuation and any additional expenses we may incur on your behalf, including, but not limited to, travel, accommodation and subsistence.
6. Our valuation fee, the expenses and VAT thereon are payable within 14 days from the date of the invoice. You will pay us interest thereafter on the full sum of the invoice at the rate of 5% above the base lending rate of the Bank of England from time to time from the 14th day following the date of the invoice until you pay it in full.
7. If the Property is deposited with us for valuation, you will insure the Property at your cost against all risks with a reputable firm of specialist art insurers, on the basis of current insurance values. The insurance policy shall cover transportation and storage under our control. In the event of loss or damage to any Property in our control, you will claim under your insurance policy and you accept that your loss is covered in full by the policy.
8. In the event that we are found liable in any way for loss or damage to any Property, you agree that our liability shall not exceed the lower of (i) the average current low auction estimate that may be assigned to the Property at the date of loss or damage by two independent auction companies selected by us in good faith and (ii) the value we have assigned to the damaged or lost Property in our valuation before the loss or damage occurred.

9. Our valuation is subject to copyright, which we own. It is prepared only for you and only for the specific purpose stated in the valuation, and is not to be used or relied upon by any other person or for any other purpose, or disclosed to any third party (other than your professional advisors for the purpose specified in the valuation) or reproduced or published without our prior written consent.
10. You represent and warrant to us that you have the necessary rights, licences and permissions to authorise and enable us to perform the valuation, including full title to the Property. You hereby agree to indemnify us in full against all liabilities, costs and expenses incurred by us as a result of any breach or alleged breach of this representation and warranty or arising from claims by third parties in connection with our valuation.
11. You agree that you will not require us, by subpoena or otherwise, to appear in legal proceedings, including depositions, in relation to the valuation and that if we are required to appear in legal proceedings or to submit to a deposition, you will pay us a fee to compensate us for our time and reimburse us in full for any expenses incurred in connection with such appearance.
12. We agree to keep confidential all information you provide to us unless the information is already in the public domain, it is required in order for us to perform the valuation or we are required to disclose it by law.
13. Our total liability in connection with a valuation shall be limited to three times the amount of our valuation fee for the valuation. Any claim in relation to the valuation must be notified to us in writing within two years from the date of the valuation and by no later than the expiry of a period of 30 days from the date upon which you became aware or should have reasonably become aware of any event or occurrence alleged to give rise to the claim. Any claim shall be deemed to have been waived and shall be barred if it was not notified as set out in the preceding sentence unless you can show that it was impossible for you to notify your claim within those time limits and you have notified the claim to us as soon as it was reasonably possible for you to do so.
14. You agree that we shall not in any circumstances whatsoever be liable for indirect or consequential loss or damage however caused.
15. No provision in these Conditions shall exclude or limit our liability for any fraudulent misrepresentation by us, or for death or personal injury caused by our negligent acts or omissions.
16. We are registered as a "data controller" under the Data Protection Act 1998. This means that we collect and use personal data only in line with the Act. We will only use your personal data to provide the valuation and related services. Other than as needed for the purposes of offering and delivering our services to you, or for regulatory or legal reasons, we will not release your personal information or anyone without your permission. By accepting these Conditions, you are accepting that we will use and collect your personal data as described in this paragraph.
17. If any provision of these Conditions is found by any court or administrative or regulatory body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not affect the provisions of these Conditions which shall remain in full force and effect.
18. You acknowledge that this agreement shall be binding upon your heirs, executors, beneficiaries and assigns but is not intended for the benefit of any third party.
19. The valuation is governed by English law and in the event of a dispute in connection with the valuation, we and you agree to submit to the exclusive jurisdiction of the English Courts.