

Value My Stuff Now

Valuation Report



Prepared for:
Sample Customer

Prepared on: 23 April 2010
Customer Number: 1
Valuation Number: V1-1

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Description:

A fine French mahogany and walnut brass-and gilt-bronze mounted commode,

the mottled grey Belgian marble top with canted edges and rounded corners, above the short frieze drawers and two long drawers, on cylindrical turned legs terminating in toupie feet, the whole with panelled decoration.

Measurements:

Height: 120 cm, Width: 75 cm, Depth: 70 cm

Date:

Louis XVI late 18th century.

Value:

£3,000 - £5,000



Additional Comments:

This is a good quality chest of drawers, and see its rather plain looking aspect, this type of antique fits in very well in contemporary interiors. Hence the market for this type of antique furniture is quite buoyant and good at the moment. The 'flamed' mahogany appears to be of good quality and has a nice depth to it. Strictly speaking, this commode would have been made around 1795, as the first sign of the Directoire style are already present.

Thank you for your custom.

We look forward to valuing some more items for you soon!

Value My Stuff Now

Notice:

This valuation is addressed solely to the person named above and no other person and consists of two pages of which this is the first page and the estimate of the value stated above is given on the basis of and subject to the Conditions of Business set out on the second page of this valuation.

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IMPORTANT LEGAL NOTICE: CONDITIONS OF BUSINESS

ATTENTION: THE CONDITIONS OF BUSINESS SHALL CONSTITUTE AN AGREEMENT FOR A SUPPLY OF VALUATION SERVICES (THE "AGREEMENT") BY VALUEMYSTUFFNOW.COM LIMITED (THE "COMPANY") TO YOU (THE "CLIENT").

YOU SHOULD READ THE TERMS SET OUT BELOW CAREFULLY AS THEY WILL FORM PART OF A LEGALLY BINDING CONTRACT YOU WILL BE ENTERING INTO IF YOU CHOOSE TO HAVE YOUR OBJECT VALUED BY THE COMPANY.

1. INTRODUCTION

1.1 The headings in the Conditions of Business are inserted for convenience only and shall not affect the construction of the Agreement.

1.2 By submitting the photographs of the object to be valued and any related information, the Client:

- (a) accepts of the Conditions of Business as set out here; and
- (b) grants the Company a world-wide non-exclusive, perpetual, royalty-free licence on all the material provided.

1.3 The Company reserves the right to refuse to provide a valuation.

2. THE AGREEMENT

2.1 The Agreement shall consist of the Conditions of Business. No other documentation, correspondence or any other form of communication shall form any part of the Agreement unless both parties so agree in writing.

2.2 The Agreement shall only be entered into and come into effect once the Company has accepted to make a valuation of the object and the Client has paid the Price subject to the Company's right to withdraw its services in accordance with the terms hereof.

3. VALUATION SERVICES

3.1 Under the Agreement, the Company shall provide a valuation service regarding the photograph of an object submitted by the Client. This service consists of giving an electronic estimate of the value of the object submitted (high and low estimate) which in the Company's opinion could be achieved if the object were to be sold without reserve on the open market at an international auction with a reputable auctioneer after appropriate marketing and on the basis of your warranties and acknowledgements set out below (the "Valuation") at the time the Valuation is given. The Valuation does not take into account any sale expenses, commissions and taxes (including capital taxes, duties, excises, value added or sales tax) which might apply or become due on a sale or transport of the object. Unless otherwise stated in writing, the Valuation is based upon a preliminary inspection of the photograph of the item submitted and without any physical inspection, cleaning, restoration, detailed inspection or disassembly and without any research into the item's background or further tests and analysis. The Valuation is a statement of opinion and not fact.

3.2 The Company aims to provide the Valuation within [2] Business Days (Business Days for these purposes are the days on which banks are open for business in London) after the Client has submitted his request provided you have submitted all relevant details and information by [3]pm British standard time (B.S.T.) or 2 Business Days from the following Business Day where all information has been submitted on or after 3pm B.S.T on a Business Day or other day. If this period of 2 Business Days is exceeded, the Client shall not be entitled to a refund.

4. THE VALUATION

4.1 The Company gives no representation, warranty or guarantee in the Valuation in respect of an object's origin, provenance, attribution, condition, date, age or authenticity.

4.2 The Company makes no representation or warranty in the Valuation that the object will realise the amount at which it is valued upon a contemporaneous or subsequent public or private sale.

4.3 The Company does not warrant or represent in the Valuation that the object valued is safe, functioning or fit for the purpose for which it was intended.

4.4 The Valuation shall remain the copyright of the Company and shall be prepared only for the Client and is not to be used by any other person, or disclosed to any third party (other than the Client's professional advisors) or reproduced or published in any form without the Company's prior written consent. The Client shall indemnify and keep indemnified for 21 years the Company and its affiliated companies, and its and their servants, employees and officers against all liabilities and expenses incurred by them as a result of any breach of the above commitment by Client or arising from related claims by third parties in connection with the Valuation.

4.5 The Valuation may not be used for official or formal purposes such as (without limitation) in legal proceedings, insolvency or bankruptcy proceedings, divorces cases, for insurance purposes, or anything such like.

4.6 The Valuation is provided at a given date (the date the Valuation is sent to the Client).

4.7 The Client shall have a perpetual non-transferable licence to the Valuation subject to the Valuation subject to the Company's right to revoke or withdraw its Valuation.

5. CLIENT'S OBLIGATIONS AND ACKNOWLEDGEMENTS

5.1 The Client shall pay the Price for the Valuation to the Company.

5.2 The Client warrants to the Company that he is the owner of the object or is duly and properly authorised by the owner to have the object valued.

5.3 The Client warrants that each object submitted for valuation is free from any third party interests, restrictions or claims whatsoever.

5.4 The Client warrants that all material provided is owned by the Client or the Client has the right to use such material and provide it to the Company. The Client indemnifies the Company fully with respect to any breach of this warranty.

5.5 The Client shall provide clear and accurate photos and provide full and accurate information about the object, such as already known authenticity issues, relevant location of the object, provenance, condition, condition issues, previous sales history and any other related information, in the possession or knowledge of the Client, his agents, employees, servants, advisers or his family. Where "family" in relation to a Client for the purposes of the Conditions of Business means the spouse or civil partner of the Client (including former spouse or civil partner), siblings (including step-siblings), parents (including step-parents), and children (including step-children and adopted children) of the Client or the Client's spouse or civil partner.

5.6 The Client acknowledges the following statement. The Valuation is an estimate that is a matter of reasonable opinion and as such opinions as to value may differ. Particular circumstances affecting the value of an individual object may not be known or foreseeable at the time of the Valuation. Values can also fluctuate as a consequence of external circumstances such as (without limitation) changes in the prevailing market conditions for the object or changes in relevant scholarship. In addition, the preliminary nature of the valuation work carried out may mean that the identification, attribution and value of the object might be subject to change on further examination or research by experts at a later stage whether these are internal or external to the Company. Unless otherwise stated in writing, the Valuation only reflects an estimate, the inherent characteristics (visible from the photographs provided) of the object being valued and does not reflect the surrounding circumstances of the object being valued (such as, without limitation, the object's provenance or place in a wider collection, or the existence of several similar items available for sale at the same time).

6. THE PRICE OF THE VALUATION

6.1 The Price shall be in accordance with the price list published on the Company's website at the time the item is submitted by you.

6.2 The Price is inclusive of VAT.

6.3 The Company reserves the right to revise prices at all time and to hold special offers and discounts at various times.

7. LIMITATION OF THE COMPANY'S LIABILITY

7.1 The Company shall not be liable for any deficiency (including but not limited to any omissions, mistakes, erroneous attributions, authenticity issues or inaccurate values) in the Valuation as a consequence of:

- (a) external circumstances such as (without limitation) changes in the prevailing market conditions for the object, information not publically available or changes in relevant scholarship;
- (b) the surrounding circumstances of the object being valued (such as, without limitation, the object's provenance or place in a wider collection, or the existence of several similar items available for sale at the same time);
- (c) failure to provided full and accurate information in the knowledge or possession of the Client, his agents, employees, servants, advisers or his family (see clause 5.5 of the Conditions of Business for the definition of family); and
- (d) any other factors that cannot be identified by a reasonable inspection of the photographs received and information received by the Company (including but not limited to factors that can be identified only by a physical inspection of the object).

7.2 Nothing in the Conditions of Business shall exclude or limit the Company's liability for:

- (a) death or personal injury caused by negligence (as such term is defined by the Unfair Contract Terms Act 1977); or
- (b) fraud; or
- (c) misrepresentation as to a fundamental matter; or
- (d) any liability which cannot be excluded or limited under applicable law.

8. TERMINATION OF THE AGREEMENT

8.1 Where the Company breaches clause Error! Reference source not found. of the Conditions of Business:

- (a) the Agreement shall be terminated with immediate effect;
- (b) a refund of the price paid for the Valuation done shall be credited to the Client by the same means through which the Client paid the Company less any administration or other charges made by the Client's credit card, debt card, bank or other provider; and
- (c) the licence to the Valuation shall be revoked and the Client shall destroy the Valuation.

8.2 Where the Client breaches clause 4.4, 4.5, 4.7 or any provision of the Conditions of Use, or obtains the Valuation in connection with any illegal purpose, in commission of a criminal offence or any other unlawful activity ("Unlawful Conduct"):

- (a) the Agreement shall be terminated with immediate effect save for the provisions of clauses 4.4, 7.1, 9, 10 and 11;
- (b) the Client shall not be entitled to a refund on the price paid for the Valuation;
- (c) the licence to the Valuation shall be revoked and the Client shall destroy the Valuation; and
- (d) the Client shall pay to the Company an amount equal to the Company's liability, expenses and costs arising in connection with the Client's breach of said clauses or Unlawful Conduct.

8.3 There shall be no further liability of the Company to the Client from the date of termination of the Agreement.

9. RIGHTS OF THIRD PARTIES

9.1 No person who is not a party to the Agreement shall have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Agreement.

10. SEVERANCE

10.1 In the event that any part of the Agreement should be held to be unenforceable for any reason, that term shall be deemed to be not part of the Agreement, the remaining portions of the Agreement shall remain in full force and effect.

11. GOVERNING LAW AND JURISDICTION

11.1 The Agreement shall be construed in accordance with English law. In the event of disputes hereunder, the parties hereto submit to the exclusive jurisdiction of the English courts.

12. CONTACT THE COMPANY

12.1 The Company can be contacted by email at info@valuemystuffnow.com.