

Terms

These Terms set out the terms under which Artisan Rifles Limited shall conduct business.

1. Definitions

- 1.1 'AR', 'us', 'we' and 'our' are Artisan Rifles Limited and its Field Operatives (Partners and Representatives) who also act as the Owner's agent.
- 1.2 The 'Owner', 'you', 'your', 'their' are the Owner of the items.
- 1.3 'items' are, Gun(s) and or Firearm(s).
- 1.4 'Agreement' means the signed AR Post Death Agreement.
- 1.5 'Beneficiary', are your personal representatives.
- 1.6 Gun status:
 - (a) 'Active' are items that are being paid for as part of a service / the service provided by Artisan Rifles Limited.
 - (b) 'inActive' are items that are held and no payment is received, be it that the owner is unknown or the items are for disposal.
 - (c) 'Active' and 'inActive' 'items' are not insured by AR
- 1.7 'Lien' means 'Contractual Lien' that you are agreeing to by accepting these Terms.
 - (a) Contractual Lien meaning agreeing to our procedures to recover clause 7. Right to Sell
- 1.8 'List' means the list of items you submit for us to provide a service to, your Guns, and the list of transfer (Form 11), of your Guns, to transfer ownership as part of the Wishes Pack or should a breach occur or if required as part of another service.
- 1.9 'Owner Unknown' means that items for service are not registered or the owner's details have been lost or were not provided to us.
- 1.10 'Sale Notice' means a letter which serves as written notice of our intentions to act to recover funds owed by the Owner.
- 1.11 You, your, their: are the Owner of the Firearms, together with the personal representatives, successors in ownership.
- 1.12 'Trade'
 - (a) YOU the 'trader', 'tradesperson', 'shop', 'trader', 'Registered Firearms Dealer' that uses AR as a supplier or for a third party service to their 'Trade' client.
 - (b) YOUR meaning the 'Trade' client, owner, person not in direct contract with AR
 - (c) clause 14.

2. Obligations

- 2.1 Please ensure that you read these Terms carefully, check that the details within these Terms are complete and accurate before you confirm by signature; any signature pertaining to AR, signed by you, confirms you have agreed with these Terms.
 - (a) If you think that there is a mistake or require any changes, please contact us; we will confirm any changes in writing to avoid any confusion.
- 2.2 We agree to securely store and carefully handle your items.
- 2.3 Storage of items; AR agrees to store the items on the basis of the Terms in return for payment of the fees described once paid in full.
- 2.4 You, by agreeing to these Terms are entering into a contractual Lien whereby;
 - (a) We agree not to sell any of the items unless we have served on you, not less than 60 (sixty) days prior our Sale Notice.
 - (b) Any such notice or other communication may only be served by

recorded delivery mail and shall be deemed to be properly served 48 hours after the envelope containing the notice was posted to the Owner's service address with correct postage prepaid.

2.5 items held by AR can only be returned:

(a) to the registered keeper/Owner or person identified in the 'Letter of Wishes' as part of our service

(b) No item may be returned or transferred unless a valid, original, UK Shotgun or Firearms Certificate has been presented to AR. A photocopy is not acceptable nor is a European Firearms pass.

2.6 All outstanding accounts must be settled in full before any item can be removed from storage.

2.7 In the event that we are unable to collect payment from you for any reason and your account has been in arrears for 60 (sixty) days or more we will exercise a lien over your items and we may at our discretion exercise our Right to Sell in accordance with clause 7.

2.8 Should we be unable to supply a service through fault of our own you will be refunded the Service charge (Costs less Admin fee) that is held in our client account in full.

3. Declaration

3.1 The Owner represents and warrants to AR that

(a) Information about the Owner and the items is correct.

(b) The Owner is the true Owner of the items and / or is in possession of the items with the consent of the true Owner and has been authorised by the true Owner to place the items into our care.

4. Termination

4.1 You may terminate storage in respect of any or all items stored at any time by giving no less than 2 (two) working days' notice, paying all outstanding charges accrued to the date of collection and by collecting the items from our nominated place of collection.

4.2 We may terminate your storage at any time having given notice to you in writing.

4.3 You must collect the items promptly upon termination of storage as they shall continue to accrue storage charges at the agreed rate from the date of termination / notice period of termination until collection.

4.4 Should you cancel the Wishes Pack or Key Pack, at any time, no refund will be given.

4.5 Should we for some unforeseen circumstance not be able to continue a 'Key Pack', or 'Wishes Pack' service we will refund the sum received less the administration fee as advertised.

5. Changes

5.1 We may revise these Terms from time to time in the following circumstances:

(a) Any changes in relevant laws and regulatory requirements

(b) Other commercial reasons

5.2 If we revise these Terms we will give you at least 30 (thirty) days written notice of any changes before they take effect.

6. Insurance

6.1 You confirm that you have, or will obtain, adequate insurance from a reputable insurer for all items stored with AR prior to commencing your storage.

6.2 You acknowledge that it is your responsibility for insurance of the items against loss, damage or deterioration during the storage period with AR.

6.3 AR does not insure any items.

Artisan Rifles Limited is a company registered in England and Wales, company registration number 10267499, VAT number 255104237. Administration address 12 Montacute Road, Tunbridge Wells, England, TN2 5QR

Tel: 02034 75 38 45

email: admin@artisanrifles.co.uk.

6.4 You will notify your issuing constabulary and insurer of the changes you have made with regards to storage of your items with AR.

6.5 items held for transfer as part of the Wishes Pack are not insured by AR.

7. Right to Sell

7.1 If AR are unable to collect payment from you for any reason we will exercise a Lien over your items, we may, at our discretion initiate clause 7.3

7.2 You authorise AR to sell all or any of the items on your behalf (and to pass good title therein to a purchaser) in the following circumstances:

(a) If any storage charges remain unpaid for more than 60 (sixty) days after their due date, 30th of the month.

(b) You have failed to collect the items in accordance with the collection date or within 30 (thirty) days after the relevant storage expiry date.

(c) We have been instructed to sell as detailed in the Wishes Pack.

(d) Any debt not covered by the sale of all items will then be recovered by alternative means.

(e) Any excess of monies realised through the sale will be returned to the Owner at the first available opportunity, a balance notification will be forwarded to your last known address, it is the Owners responsibility to contact us to claim the balance. Whilst the excess is held NO interest is awarded.

7.3 We will adopt the best method of sale reasonably available in the circumstances, at fair market value, applying the net proceeds against our outstanding costs and expenses incurred from any such sale. A balance notification will be forwarded to your last known address in settlement of all unpaid charges accrued up to the date of sale and during that period.

8. Your details

8.1 We will use the personal information you provide for the below purposes:

(a) To provide our services.

(b) To process your payment for such services.

(c) To carry out your instructions in accordance with your Wishes Pack.

(d) To inform you about / of similar products or services that we provide; you may stop receiving these at any time by contacting us.

8.2 We will not give, share or sell your personal data to any other third party.

8.3 It is your responsibility to inform AR, in writing, of any changes to:

(a) Your address or contact details.

(b) Your licence status or any changes to your licence.

(c) Any circumstances that may affect our service to you.

9. Packs

9.1 In return for prompt payment, by you, of the charges set out, we agree to store your items at a secure location.

9.2 When you complete a pack request, this does not mean AR have accepted your request. Our acceptance of service will be separately confirmed to you in writing. If AR are unable to fulfil a requested action, we will inform you of this promptly.

10. Storage Pack

10.1 AR will exercise all reasonable care in storing the items. We are not responsible for loss of, damage to, maintenance of or deterioration of the condition of the items whilst they are in storage with AR, other than loss or damage due to the negligence by us or our operatives.

- 10.2** The minimum period of storage is 3 (three) days, plus administration fee.
- 10.3** There is no maximum period of storage and storage can be terminated by either party in accordance with clause 4. Termination.
- 10.4** All combinations or keys to cases must be provided to AR before we provide storage:
- (a) AR reserve the right to gain entry to any case in storage where this requirement has not been fulfilled.
 - (b) AR will not be held responsible for any damages incurred in gaining access to a locked case.

11. Wishes Pack

11.1 In return for the agreed payment by you, Service charge plus Gun Calculation as set out in the Quotation, paid in advance of service, we agree to carry out the instructions of the Wishes Pack by:

- (a) Collecting the items identified
- (b) Storing your items at a secure location
- (c) Carrying out your predefined request of action; namely your wishes to each item as identified in the Wishes Pack whilst liaising with the identified Beneficiary.

11.2 There is no maximum period of storage, however, we will suggest 30 (thirty) days shotgun, 90 (ninety) days rifle to fully carry out your instructions.

11.3 If AR is not permitted to provide our service for whatever reason we will not reimburse the costs.

11.4 The Wishes Pack is inclusive of the Key Pack but with the addition of knowledge given to AR on the location of the cabinet at the address given.

11.5 The Key Pack service included allows for QTY 1 (one) dispatch of the keys as part of the key pack service, a further charge of the Key Pack is then due to continue the Wishes Pack.

11.5 Request to sell, fee's apply, 10% on items sold to the value of less than £600, 15% on greater

12. Key Pack

12.1 We agree to store a second set of your keys and / or access codes at a secure location.

12.2 We will hold these to carry out your instructions by:

- (a) Dispatching the keys to you, for whatever reason.
- (b) To use the keys as part of the Wishes Pack to gain access to carry out your instructions.
- (c) We will only issue keys and access codes to you or a predefined authorised person.
- (d) We do not know the location of your cabinet for this service
- (e) The Key Pack service allows for QTY 1 (one) dispatch of the keys as part of the key pack service, a further charge of the Key Pack is then due to continue the service.
- (f) We will dispatch your keys in a coded security box, you will be given the code to open once you have confirmed you are in receipt of the security box.

13. Charges & Fees (Costs)

13.1 All prices are subject to VAT at the applicable rate, prices advertised and quoted are inclusive.

13.2 There is an administration fee for storage to be paid up front at point of handover and you are to pay the number of days due up to the 30th in the handover month; thereafter payment is invoiced in advance up to the 30th of the forthcoming month.

Should you wish to collect prior to the 30th you will be credited for those days upon collection.

13.3 You may continue to store your Items with us up to 25 days after the 30th and pay the balance on collection. That is the only arrears that are permitted.

13.4 Key Pack and Wishes Pack - money held in respect of our services on your behalf will be held in a designated client deposit account and no interest will accrue or will be paid to you.

14. Trade Agreement

14.1 Our agreement is with YOU (the tradesperson/shop/trader/RFD) and not YOUR client should we be used as a subcontracted place of storage or for other services.

14.2 We do not accept any agreement that you have with your client.

14.3 Where InActive items are received, we will attempt to locate the Owners to the best of our ability for an active period of 90 (ninety) days before initiating clause 7.

14.4 Your items are not insured by us, you remain responsible for checking that your client complies with our requirements of insurance cover while items are in our service, clause 6.

14.5 items received from YOU that are InActive

(a) AR Forensic Genealogists will work for 90 (ninety) days to locate the owner, after that period we have the right to initiate clause 7. or dispose of the item

(b) Should we sell the item, clause 7.3, the balance notification will be 50% of the sale price

(c) if we locate the owner there is a sum due for this service, 25% ad valorem (minimum £250)

15. Entire Agreement

15.1 This is the only agreement between AR and the other party and supersedes all other agreements / representations that may have been made at any time.

(a) subject to clause 5, variations are only effective if agreed by both parties in writing.

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