

This Collection of modern silver was commissioned by <u>the Incorporation of Goldsmiths</u> and is now owned by <u>the Scottish Goldsmiths</u> <u>Trust</u>. It is on permanent loan to Scotland's First Minister to promote the quality of craftsmanship, and confidence in Scotland today.

The Rt. Hon. Henry McLeish, First Minister, was presented with the finished collection in June 2001 and he said "It is a great honour to receive such a prestigious collection on behalf of Scotland and future First Ministers". Made to coincide with the return of a Parliament to Scotland after 300 years, it has been described as the most exciting collection of contemporary "working" silver portraying the definitive statement of silversmithing in Scotland at the beginning of the 21st Century.

The Collection has been made by fifteen of Scotland's top Silversmiths and will be used in Bute House, the official Edinburgh residence of the First Minister, where it will be enjoyed by visiting Heads of State, political leaders and guests from around the world. Each piece bears the special commemorative Millennium hallmark which could only be applied during the years 1999 and 2000.

During Parliamentary recesses, the Collection is exhibited both at home and abroad:

August 2001 National Museums of Scotland, Edinburgh



The Millennium Collection for Bute House

July-August 2002	Aberdeen Art Gallery
February-March 2003	Mona Bismarck Foundation, Paris
July-August 2004	McLellan Galleries, Glasgow
October- November 2004	Hergetova Cihelna, Prague, where the Collection was the centre of The Lion's Roar, an exhibition of dazzling contemporary and significant historical Scottish silver

For information on forthcoming events, go to <u>Diary of Events</u>.

Photographs of the pieces follow: click on any photograph to enlarge it.



Appleby

TABLE CENTRE



Hope

CUTLERY

Adrian



Burnett

Gordon

http://www.assayofficescotland.com/bute.html (2 of 4) [3/20/2006 6:06:04 PM]



CONDIMENT SET



Creed

FLOOR-STANDING CANDLE HOLDERS



Edgar

CONDIMENT SET



Kane PAIR OF VASES



FRUITBOWL

William Kirk

ROSE /



Lloyd

PAIR OF WATER JUGS



Marriott

TWO PAIRS OF CANDLESTICKS



McCaig FRUIT BOWL Grant



Millar

WINE COOLER / ICE BUCKET

Michael

http://www.assayofficescotland.com/bute.html (3 of 4) [3/20/2006 6:06:04 PM]



Robertson CONDIMENT SET

Stewart

PAIR OF CLARET JUGS



Williams

FEATURE BOWL AND CANDLESTICKS

page last updated 13th January 2005

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The Incorporation of Goldsmiths of the City of Edinburgh

- Brief History
- The Incorporation Today
- The Court of Wardens
- The Millennium Collection for Bute House
- Diary of Events



The Assay Office - Scotland

- Brief History
- The Assay Office Today
- Current UK Hallmarks
- Useful Links
- Downloads
- Press Release from The British Hallmarking Council



The Scottish Goldsmiths Trust

- Background
- The Millennium Collection for Bute House



enquiries to:

Goldsmiths Hall, 24 Broughton Street, Edinburgh EH1 3RH Tel: 0131 556 1144 Fax: 0131 556 1177 Email: <u>admin@assay-office.co.uk</u>

site last updated 21st July 2005





THE INCORPORATION OF GOLDSMITHS OF THE CITY OF EDINBURGH

History

The Incorporation of Goldsmiths of the City of Edinburgh was established at an unknown date in the mid-fifteenth century and is today the oldest consumer protection group in Scotland. It is believed to be the oldest continuously existing business of any kind in the country. Its origins may be traced back to shortly after 1424 when an Act of Parliament encouraged the different trades in the royal burghs of the kingdom each to have a Deacon to oversee their activities. The Incorporation's function was to look after the interests of the craft of goldsmith, silversmith and jeweller in the city and to regulate the workmanship of its members. In 1457 The Deacon of the Incorporation became responsible for assaying and marking the goldsmiths' work and for administering the business of the craft in general. In 1681 the first Assay Master was appointed.

The earliest surviving records date only from 1525 and include the valuable first volume of the Minutes of the Incorporation's Meetings. From this source it is possible to construct a history of the Incorporation, not only in its broad outlines but often with particular details about most of the Freemen (Members). The prayer at the front of the volume is still in use and is said by the Deacon before all the general meetings. The Minutes from 1525 to 1700 have been transcribed and are presently being edited for publication so as to make that part of the Incorporation's history better known and understood.

On the 10 November 1687 King James VII granted the Incorporation its Royal Charter which confirmed all the previous privileges and duties granted to the Goldsmiths as an Incorporated Society and extended their powers even further. In 1784 the Incorporation became responsible for assaying and marking all the gold and silver wrought not only in Edinburgh but in the whole of Scotland; between 1819 and 1964 this responsibility was shared with another assay office established in Glasgow.

After the flourishing days of the 18th and early 19th centuries, the number of Freemen gradually declined. The remaining members petitioned Parliament for a new constitution, which they received in 1975, allowing them to broaden the scope of their activities.



Engraving...



Today

Today, The Incorporation administers <u>The Assay Office - Scotland</u>, based at Goldsmiths Hall in Broughton Street, Edinburgh. Goldsmiths Hall was a former church, built in 1816, which was fully refurbished and opened as the Assay Office in 1999 by HRH The Princess Royal.

Over the last decade the fortunes of the Incorporation have revived beyond all expectation and to mark the turn of the century and a new Scottish Parliament, fifteen of Scotland's finest designer/silversmiths were commissioned to create The Millennium Collection for Bute House.

This has been described as the "most exciting Collection of contemporary silver made in Scotland" and is on permanent loan to the State. It is used by The First Minister and The Scottish Executive when entertaining visiting Heads of State and VIPs from around the world.

The Incorporation has supported the art and craft of silversmithing through charitable donations which include providing additional funds for Art Colleges in Aberdeen, Edinburgh, Dundee and Glasgow to buy precious metals for students. Other activities have included exhibition sponsorship and contributing to the purchase of important historical pieces of jewellery and silver by public collections.

In the year 2000 The Incorporation founded a charity called <u>The Scottish Goldsmiths Trust</u> which is now the owner of <u>The Millennium Collection for Bute House</u>. All charitable activities are carried out by The Scottish Goldsmiths Trust on behalf of the Incorporation.

The Incorporation of Goldsmiths' latest initiative involves promoting the image and sales of Scottish designed and crafted jewellery at major Trade Fairs throughout the world.

Court of Wardens

The Incorporation runs the Assay Office through a Board of Directors traditionally called the Court of Wardens who meet regularly to review the activities of The Incorporation and Assay Office. The majority of Wardens are not connected to the jewellery trade.

Deacon: Law Clerk: Wardens: Michael Laing OBE DL Tom Murray WS Robert Gordon CB Graeme Marwick Ken Lewandowski Eric Smith (Trade Warden)

Incorporation Secretary: Mary Grotrian

enquiries to :

The Incorporation Secretary, The Incorporation of Goldsmiths of the City of Edinburgh Goldsmiths Hall, 24 Broughton Street, Edinburgh EH1 3RH Tel: 0131 557 6938 Fax: 0131 556 1177 Email: inc@assay-office.co.uk

page last updated 6th April 2004



The late First Minister for Scotland, the Rt. Hon. Donald Dewar, admiring some pieces of the Millennium Collection, which was later presented to his successor.



Michael Laing, Deacon



SCOTTISH GOLDSMITHS TRUST

The Scottish Goldsmiths Trust is a Charity set up in the year 2000 by <u>the Incorporation of</u> <u>Goldsmiths of the City of Edinburgh</u>, to promote and support the education, art and craft of Scotland's Gold and Silversmithing heritage.

The Trust comprises two Committees, one Historical and one Contemporary. The Historical Committee deals with matters relating to pre 1980 and is concerned with preserving and caring for the Historical collections of the Incorporation of Goldsmiths and making these accessible to the general public. It also aims to promote the understanding and enjoyment of historic Scottish silver and gold, particularly through aiding acquisition of significant pieces for appropriate public collections.

The Contemporary Committee has been set up to encourage silversmithing and jewellery making through education. The Trust assists Scottish Art Colleges in giving their students experience working with precious metals. It also promotes the understanding of the history of hallmarking and sponsors exhibitions throughout the World.

In addition to this work the Scottish Goldsmiths Trust is also responsible for one of the largest collections of modern, working Silverware in Scotland: <u>The Millennium Collection for Bute</u><u>House</u>.

enquiries to: The Scottish Goldsmiths Trust Goldsmiths Hall, 24 Broughton Street, Edinburgh EH1 3RH Tel: 0131 557 6938 Fax: 0131 556 1177 Email: inc@assay-office.co.uk

page last updated 9th July 2003





http://www.assayofficescotland.com/trust.html [3/20/2006 6:06:08 PM]

Design Advisory Service

The Incorporation has recently set up a Design Advisory Service: a selection of images of the work of 15 of Scotland's top silversmiths. Anyone who is interested in commissioning silver and who would like some advice on who to approach can consult this Service at Goldsmiths' Hall. We can also give you an idea of the range of styles and prices that each silversmith offers.

If you are interested in consulting the Service, please contact <u>the Incorporation Secretary</u> to make an appointment.

Silver Collection Works for Scotland

Denmark: Summer 2006

During the Parliamentary Recess in 2006, the <u>Millennium Collection for Bute House</u> will go to Koldinghus, a beautiful castle near Odense which has been converted into a museum that specialises in exhibitions of silverware.

For further details on this event, please contact the Incorporation Secretary.

page last updated 17th January 2005



The Incorporation of Goldsmiths



Diary of Events 2005 - 2006

























http://www.assayofficescotland.com/photos/millar.jpg [3/20/2006 6:06:19 PM]









Silver, gold, and platinum must be assayed and independently hallmarked by one of the four approved UK Assay Offices to guarantee the quality of precious metal before it can be sold to the public. The Assay Office in Edinburgh, the only one in Scotland, is an independent, privately funded business, owned by the Incorporation of Goldsmiths of the City of Edinburgh.

History

There were Goldsmiths in many Scottish towns in the Middle Ages but only in Edinburgh were there enough to form their own trade incorporation during the 15th century. They regulated their own affairs and were also responsible for protecting their customers from fraud. In particular, they had to ensure that the purity of the precious metals used were of the correct standard.

Hallmarking is the oldest form of consumer protection and it is as important now as it was over 500 years ago when it was introduced in Scotland. The three-towered castle is the ancient hallmark of the Edinburgh Assay Office and has been required by Parliament since 1485. It represents the quality, strength and durability of the nation and of her goldsmiths work in the precious metals. The practice of applying a hallmark to guarantee precious metal purity can be traced back, in Edinburgh, as far as 1457 when the first surviving Act of Parliament was passed on the subject. As such, the Incorporation of Goldsmiths is the oldest consumer protection group in Scotland.

In 1681 the Deacon of the Incorporation appointed the first Assay Master to oversee the running of the Assay Office and in the same year the Assay Office began the practice of applying a letter of the alphabet as part of the hallmark, to denote the year in which an item was marked. In 1687 James VII granted the Incorporation its Royal Charter.

Today

Since the modern Hallmarking Act of 1973 (amended in 1999) all gold, platinum and silverwares (not exempted by the 1973 Act) must be assayed and hallmarked by an approved UK Assay Office. Altogether there are four offices in the UK based in Edinburgh, London, Birmingham, and Sheffield.

The Edinburgh Assay Office, which covers the whole of Scotland, has within recent years grown substantially in size and reputation, winning UK industry awards for its customer service and the quality of its workmanship. The current Assay Master is Scott Walter, and he is justifiably proud of the organisation's long history and heritage, but he is equally enthused about recent developments. Over the past 12 months a vigorous Review and Improve scheme has been implemented, including a full survey of the needs of existing customers. This has led directly to new appointments at management level, an intensive in-house training scheme and a restructuring of internal processes. As a result we now have faster turnaround times and improved customer care. A wealth of experienced jewellers are included amongst the highly trained and motivated staff, and their knowledge and understanding of the product ensures the highest level of care is taken with all manufacturers' silver, gold, and platinum.





Punches and hallmarks



Goldsmiths Hall, Edinburgh



Refinishing

Marking Department

Although the Edinburgh office is smaller than its English counterparts it can guarantee a personal service. Furthermore it already has considerable market strength in Scotland where it attracts almost all of the country's thriving jewellery industry. The Castle and Lion Rampant hallmarks are highly regarded as a guarantee of quality and confidence and at an international level they are powerful marketing tools, particularly in Japan and the USA.

Technological developments in the creation and application of the hallmark are racing ahead faster now than at any other time in history - from the latest non-contact laser marking to the continued developments in traditional hand-marking techniques, for which there is still a high demand.



Laser Marking



Machine Marking

Scott Walter's determination and the commitment and enthusiasm of his team mean that this assay office is not standing still and is able to respond to the changing marketplace while continually improving standards. He believes passionately that the long standing tradition of third-party independent hallmarking, which is our oldest form of consumer protection, is as vitally important today as it was 500 years ago.

enquiries to : The Assay Office - Scotland Goldsmiths Hall, 24 Broughton Street, Edinburgh EH1 3RH Tel: 0131 556 1144 Fax: 0131 556 1177 Email: admin@assay-office.co.uk

page last updated 4th April 2003



Gold Analysis



Hand Marking



Scott Walter: Assay Master





Current UK Hallmarks

Compulsory Marks

Modifications to the 1973 Hallmarking Act, effective from 1st January 1999, have changed the way articles made of precious metals are hallmarked. The UK hallmark now comprises a minimum of three **compulsory** symbols.

Sponsor's or maker's mark

Indicates the maker or sponsor of the article. In Britain, this mark consists of at least two letters within a shield, and no two marks are the same.

Metal and fineness (purity) mark

Indicates the precious metal content of the article, and that it is not less than the fineness indicated. Since 1999, all finenesses are indicated by a millesimal number (eg 375 is 9ct). This number is contained in a shield, the shape of which depicts the precious metal.

Assay Office mark

Indicates the particular Assay Office at which the article was tested and marked. There are now four British Assay Offices -<u>Edinburgh</u>,London, Birmingham, and Sheffield. There were other Assay Offices in former times.

Voluntary Marks

Traditional fineness (purity) mark

Prior to 1999, silver and platinum finenesses were indicated by symbols.



Date mark

Until 1999, a date letter indicating the year of hallmarking was compulsory. This is no longer so, but it can be applied voluntarily in addition to the compulsory marks.



*The Hallmark guarantees that the purity of the metal is at least that indicated by the Fineness Number.

Common control mark

This is a mark used by countries which are signatories to the International Convention of Hallmarks.



Commemorative mark

One example is the Millennium Mark which was applied to precious metals by the four UK Assay Offices during 1999 and 2000.

The Assay Office - Scotland







Another example is the Golden Jubilee Hallmark, graciously approved by HM The Queen to commemorate her Golden Jubilee. This is only the fourth royal commemorative mark in almost 700 years of hallmarking, and it is being applied during 2002.



page last updated 11th September 2002





Useful Links

British Hallmarking Council

Information on the regulatory body and on hallmarking law: <u>www.britishhallmarkingcouncil.gov.uk</u>

Silver Study Group

Silver History Society, founded in 1981. Membership includes researchers, collectors, as well as people fascinated by old and new silver: <u>www.silverstudygroup.org</u>

page last updated 11th September 2002





Downloads

- Hallnote Form (PDF format 208kb)
- Special Instruction Sheet (PDF format 68kb)
- Terms and Conditions of Trading (PDF format 24kb)
- Price List 2005 (PDF format 1.1mb)

If you require software to read PDF format: <u>click here to download Adobe Acrobat Reader</u>

page last updated 21st July 2005

PRESS RELEASE

THE BRITISH HALLMARKING COUNCIL AUTHORISES SUB-OFFICES

Using its powers under the 1973 Hallmarking Act, the <u>British Hallmarking Council</u> has decided to authorise Assay Offices, in certain circumstances, to carry on their business of assaying and marking outside their own premises. This new policy will allow an Assay Office to apply to the Council to open a sub-Office.

Any application by an Assay Office to open a sub-Office will be subject to very strict criteria and in particular a sub-Office will be required to operate to all intents and purposes as an extension of the main Office. Generally, a sub-Office will service the requirements of a particular manufacturer; it will be on or immediately adjacent to that manufacturer's premises and must be physically and operationally separate and secure.

Commenting on this policy, Sir Adam Butler, Chairman of the British Hallmarking Council, said "This is an important and progressive move, building on the successful "pilot" operation at Carrs of Sheffield. The aim is to help improve industrial competitiveness whilst maintaining the basic principle of independent, third-party hallmarking, which in this country gives such good protection to the consumer and confidence in the product. This is not an "open permit" and the establishment of a sub-Office will have to be justified. In practice, I do not expect a flood of applications being made to the Council. Sub-Offices are really best suited to the larger production companies, where the volume of throughput is sufficient to offset the significant setting-up and other costs. Most firms will therefore find that their hallmarking requirements continue to be served, as now, by one of the four main Assay Offices".

For further information, please contact:

Chairman of the British Hallmarking Council, Sir Adam Butler - 01926 651214;

Deputy Warden of the London Assay Office, Mr David Evans - 0207 606 8971;

1

Birmingham Assay Master, Mr Michael Allchin - 0121 236 6951;

Sheffield Assay Master, Mr Ashley Carson - 0114 275 5111; or

Edinburgh Assay Master, Mr Scott Walter - 0131 556 1144.

Issued by: David Gwyther - Secretary

3 April 2002

Exec - 2096 - 1

British Hallmarking Council; members; law; publications; contacts



www.silverstudygroup.org



Client ref:

Assay Office ref:

THE	ASSAY	OFFICE	SCOTL	LAND

Sent by:

Name:

Address:

Phone:

Goldsmiths Hall, 24 Broughton Street, Edinburgh EH1 3RH

Telephone: 0131 556 1144 Fax: 0131 556 1177 email: admin@assay-office.co.uk

V.A.T. number 269 9355 00

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Origin of articles to be tested				
If imported state country of origin				
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Special Instruction Sheet enclosed	YES 🔄			
Authorised Signature				
Print name				
Date sent				

Which mark(s) would you like us to apply?				
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/larks	Sponsor's Mark			
De	escription Of Items (do not use of	codes alone)		
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		Individual	Assay Office Use Only				
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Your attention is drawn to our Terms and Conditions of Trading, which contain exemptions from liability including transit insurance.

EDINBURGH ASSAY OFFICE SPECIAL INSTRUCTIONS SHEET

Guidelines

- This sheet must be stapled to the main hallnote.
- Clearly label and segregate any item/s that require special instructions.
- Use an indelible marker to indicate specific marking or sampling positions on individual items.
- Specify if a particular size of mark is required (refer to Edinburgh Assay Office punch size chart).

Customer's Special Instruction Diagrams & Notes (please print in ball point pen).

TERMS AND CONDITIONS OF TRADING

1. Interpretation

1.1 In these conditions:-

"Article" means [Any object or material submitted for testing, hallmarking, opinion or engraving]

"Assay Office" means [The Assay Office Scotland whose principal place of business is at Goldsmiths Hall, 24 Broughton Street, Edinburgh EH1 3RH]; and "Consignor" means [any person who or on behalf of whom Articles are delivered, sent or consigned for receipt with the Assay Office].

2. Application of the Conditions

- 2.1 These Conditions apply in respect of all Articles received by or on behalf of the Assay Office from the Consignor (and without limitation shall prevail over any contrary terms of the Consignor) and no variation to these conditions shall be binding unless agreed in writing between the authorized representative of the Consignor and the Assay Office, save that the Assay Office may amend these conditions from time to time on giving at least four weeks prior written notice to the Consignor.
- 2.2 Any person consigning delivery or sending Articles to the Assay Office shall be deemed to have the required authority of any person having an interest in the Articles to so deliver, send or consign them and request the provision of services by the Assay Office in respect of them and to bind all such parties to these Conditions; the Consignor shall indemnify the Assay Office against any loss it may incur as a result of any want of authority on the part of the Consignor.

3. Submission of Articles

- 3.1 All parts of an Article must be submitted to the Assay Office and all metal parts are liable to sampling and marking.
- 3.2 The Assay Office shall incur no liability in respect of any damage caused to any Article in the reasonable exercise or (as the case may be) discharge of any of the powers and the duties conferred upon the Assay Office by the Hallmarking Act 1973, or by any other Statute for the time being in force.
- 3.3 Any precious or semi-precious stone attached to or forming part of any Article received by the Assay Office shall be at the sole risk of the Consignor and the Assay Office shall, in no circumstances, be liable for any loss of or damage to the same howsoever caused.

4. Terms of payment

- 4.1 The Consignor shall pay the price of the Articles (less any discount to which the Consignor is entitled, but without any other deduction) within the period as stated in the Assay Office's acceptance and where not otherwise clearly stipulated within 30 days of the date of the Assay Office's invoice, and the Assay Office shall be entitled to recover the price, notwithstanding that delivery may not have taken place (unless such non-delivery is the fault of the Assay Office). The time of payment of the price shall be of the essence. Receipts for payment will be issued only upon request.
- 4.2 If the Consignor fails to make any payment on the due date then, without prejudice to any other right or remedy available to the Assay Office, the Assay Office shall be entitled to, in accordance with the terms of the Late Payment of Commercial Debts (Interest) Act 1998, charge the Customer interest (both before and after decree) on the amount unpaid on all of the Consignor's debts, at the rate of 4% per annum above Bank of Scotland base rate from time to time, until payment in full is made.

5. Delivery

- 5.1 Delivery of the Articles shall be made by the Consignor collecting the Articles at the Assay Office's premises at any time after the Assay Office has notified the Consignor that the Articles are ready for collection or, if some other place for delivery is agreed by the Assay Office, by the Assay Office delivering the Articles to that place.
- 5.2 Any dates quoted for delivery of the Articles are approximate only and the Assay Office shall not be liable for any delay in delivery however caused. Time for delivery shall not be of the essence unless previously agreed by the Assay Office in writing. The Articles may be delivered by the Assay Office in advance of the quoted delivery date upon giving reasonable notice to the Consignor.

6. Risk and property

- 6.1 Risk of damage to or loss of the Articles shall pass to the Consignor:
- 6.1.1 in the case of Articles to be delivered at the Assay Office's premises, at the time when the Assay Office notifies the Consignor that the Articles are available for collection; or
- 6.1.2 in the case of Articles to be delivered otherwise than at the Assay Office's premises, at the time of delivery or, if the Consignor wrongly fails to take delivery of the goods, the time when the Assay Office has tendered delivery of the goods.
- 6.2 Notwithstanding delivery and the passing of risk in the Article or Articles, the Assay Office shall have a special and general lien over any Article or Articles in its possession and may retain any Article or Articles received by it or on behalf of the Assay Office until payment of any charge due by the Consignor to the Assay Office is outstanding.

7. Warranties and liability

- 7.1 The Assay Office shall, in no circumstances, be under any liability to the Consignor in respect of any loss of or damage to the Article while the Article is in the course of carriage to or from the Assay Office unless such loss or damage is shown to have been directly caused by theft or other dishonesty on the part of the employees (but not independent contractors) of the Assay Office (unless otherwise agreed in writing).
- 7.2 Subject as aforesaid, the Assay Office accepts liability to the Consignor in respect of loss or damage to an article while in the actual custody of the Assay Office where such loss or damage is caused directly by the wilful default or negligence of the Assay Office or of its employees (but not independent contractors) whilst acting in the course of their employment by the Assay Office.
- 7.3 Notwithstanding anything herein contained any liability of the Assay Office shall be limited to the unwrought value by weight of the metal comprised in the Article. The Assay Office shall, in no circumstances, be liable for any consequential or other loss or damage resulting from loss of or damage to the Article.
- 7.4 Any claim by the Consignor which (a) is based on any defect in the quality or condition of the Articles or their failure to correspond with the specification or (b) arises from shortages or damages in transit shall (whether or not delivery is refused by the Consignor) be notified in writing to the Assay Office and (in the case of (b) above) the carrier within 14 days from the date of the invoice. Claims for non-delivery must be notified to the Assay Office and the carrier in writing within 14 days of being notified of despatch. If delivery is not refused, and the Consignor does not notify the Assay Office accordingly, the Consignor shall not be entitled to reject the Articles and the Assay Office shall have no liability for such defect or failure, and the Consignor shall be bound to pay the price as if the Articles had been delivered in accordance with the contract.

8. The Consignor

- 8.1 The Consignor shall be responsible for ensuring that each Article is insured for the full replacement value thereof under a Policy of Insurance against loss or damage by accident, fire and theft and against any risk not accepted by the Assay Office hereunder. In particular, the Consignor should ensure that such Policy extends to the Article while in the custody of the Assay Office, its employees and independent contractors and covers any additional value in excess of that referred to in Condition 7.3 above and any other consequential loss or damage resulting from loss of or damage to the Article.
- 8.2 Save where the Consignor does not make or hold himself out as making his contract with the Assay Office in the course of the business (as defined under the Unfair Contract Terms Act, 1977) the Consignor shall indemnify the Assay Office against all and any liability, costs or expenses in excess of the liability of the Assay Office to the Consignor hereunder, which shall or may be incurred by the Assay Office by reason of any claim, action or legal proceedings brought against the Assay Office or its employees by the owner of the Article or by any person having a legal or other interest in the Article whether such claim, action or legal proceedings arise from or as a result of negligence of the Assay Office, its employees or otherwise.
- 8.3 Every right, exemption, defence and immunity of whatsoever nature applicable to the Assay Office or to which the Assay Office is entitled hereunder shall also be available to and shall extend to protect every employee of the Assay Office in the course of or in connection with their employment and for the purpose hereof the Assay Office is or shall be deemed to be acting as Agent on behalf of and for the benefit of all persons who are or shall be its employees from time to time and all such persons shall to this extent be or be deemed to be parties to the Contract contained in these Conditions or of which these Conditions form part.

9. General

- 9.1 Nothing herein contained shall affect any right of compensation specifically conferred by any Statute for the time being in force.
- 9.2 If any provision of these conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these conditions and the remainder of the provision in question shall not be affected.
- 9.3 No waiver by the Assay Office of any breach of the Conditions by the Consignor shall be considered as a waiver of any subsequent breach of the same or any other provision.
- 9.4 The Conditions shall be governed by the laws of Scotland, and the Consignor agrees to submit to the non-exclusive jurisdiction of the Scottish courts.

Laser Marking

Laser Marking Charges From 1st January 2005 All Charges Subject to V.A.T.

The Application of a Laser Mark is at the Sole Discretion of the Assay Office.

Statutory Laser Hallmarks



Skeletal Laser Mark



Deep Relief 3D Marks

Statutory Laser Hallmarks		
Skeletal Laser Hallmarks	Each Article Statutory Charge	Plus 12p
Deep Relief 3D Marks (up to 1mm in height)	Each Article Statutory Charge	Plus 15p
Origination of Sponsor Mark	One off charge	£16.00
Laser Hallmarking Minimum Charge	Each Parcel	£10.00

Non Statutory Laser Hallmarks (Laser Hallmarking Extra)

Deep Relief 3D Hallmarks above 1mm in height. Price List and quotations on request.

Laser Engraving

Price List and quotations on request.

Please Note: For logos, text etc. there is a one off artwork charge of up to £25, which will be advised on an individual job basis. Once the graphic has been converted for use in Laser Marking it can be re-sized and re-used at a future date with no additional charge. An artwork guide is also available on request.

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3. Submission of Articles

- 3.1 All parts of an Article must be submitted to the Assay Office and all metal parts are liable to sampling and marking.
- 3.2 The Assay Office shall incur no liability in respect of any damage caused to any Article in the reasonable exercise or (as the case may be) discharge of any of the powers and the duties conferred upon the Assay Office by the Hallmarking Act 1973, or by any other Statute for the time being in force.
- 3.3 Any precious or semi-precious stone attached to or forming part of any Article received by the Assay Office shall be at the sole risk of the Consignor and the Assay Office shall, in no circumstances, be liable for any loss of or damage to the same howsoever caused.

4. Terms of payment

- 4.1 The Consignor shall pay the price of the Articles (less any discount to which the Consignor is entitled, but without any other deduction) within the period as stated in the Assay Office's acceptance and where not otherwise clearly stipulated within 30 days of the date of the Assay Office's invoice, and the Assay Office shall be entitled to recover the price, notwithstanding that delivery may not have taken place (unless such non-delivery is the fault of the Assay Office). The time of payment of the price shall be of the essence. Receipts for payment will be issued only upon request.
- 4.2 If the Consignor fails to make any payment on the due date then, without prejudice to any other right or remedy available to the Assay Office, the Assay Office shall be entitled to, in accordance with the terms of the Late Payment of Commercial Debts (Interest) Act 1998, charge the Customer interest (both before and after decree) on the amount unpaid on all of the Consignor's debts, at the rate of 4% per annum above Bank of Scotland base rate from time to time, until payment in full is made.

5. Delivery

- 5.1 Delivery of the Articles shall be made by the Consignor collecting the Articles at the Assay Office's premises at any time after the Assay Office has notified the Consignor that the Articles are ready for collection or, if some other place for delivery is agreed by the Assay Office, by the Assay Office delivering the Articles to that place.
- 5.2 Any dates quoted for delivery of the Articles are approximate only and the Assay Office shall not be liable for any delay in delivery however caused. Time for delivery shall not be of the essence unless previously agreed by the Assay Office in writing. The Articles may be delivered by the Assay Office in advance of the quoted delivery date upon giving reasonable notice to the Consignor.

6. Risk and property

- 6.1 Risk of damage to or loss of the Articles shall pass to the Consignor:
- 6.1.1 in the case of Articles to be delivered at the Assay Office's premises, at the time when the Assay Office notifies the Consignor that the Articles are available for collection; or
- 6.1.2 in the case of Articles to be delivered otherwise than at the Assay Office's premises, at the time of delivery or, if the Consignor wrongly fails to take delivery of the goods, the time when the Assay Office has tendered delivery of the goods.
- 6.2 Notwithstanding delivery and the passing of risk in the Article or Articles, the Assay Office shall have a special and general lien over any Article or Articles in its possession and may retain any Article or Articles received by it or on behalf of the Assay Office until payment of any charge due by the Consignor to the Assay Office is outstanding.

7. Warranties and liability

- 7.1 The Assay Office shall, in no circumstances, be under any liability to the Consignor in respect of any loss of or damage to the Article while the Article is in the course of carriage to or from the Assay Office unless such loss or damage is shown to have been directly caused by theft or other dishonesty on the part of the employees (but not independent contractors) of the Assay Office (unless otherwise agreed in writing).
- 7.2 Subject as aforesaid, the Assay Office accepts liability to the Consignor in respect of loss or damage to an article while in the actual custody of the Assay Office where such loss or damage is caused directly by the wilful default or negligence of the Assay Office or of its employees (but not independent contractors) whilst acting in the course of their employment by the Assay Office.
- 7.3 Notwithstanding anything herein contained any liability of the Assay Office shall be limited to the unwrought value by weight of the metal comprised in the Article. The Assay Office shall, in no circumstances, be liable for any consequential or other loss or damage resulting from loss of or damage to the Article.
- 7.4 Any claim by the Consignor which (a) is based on any defect in the quality or condition of the Articles or their failure to correspond with the specification or (b) arises from shortages or damages in transit shall (whether or not delivery is refused by the Consignor) be notified in writing to the Assay Office and (in the case of (b) above) the carrier within 14 days from the date of the invoice. Claims for non-delivery must be notified to the Assay Office and the carrier in writing within 14 days of being notified of despatch. If delivery is not refused, and the Consignor does not notify the Assay Office accordingly, the Consignor shall not be entitled to reject the Articles and the Assay Office shall have no liability for such defect or failure, and the Consignor shall be bound to pay the price as if the Articles had been delivered in accordance with the contract.

8. The Consignor

- 8.1 The Consignor shall be responsible for ensuring that each Article is insured for the full replacement value thereof under a Policy of Insurance against loss or damage by accident, fire and theft and against any risk not accepted by the Assay Office hereunder. In particular, the Consignor should ensure that such Policy extends to the Article while in the custody of the Assay Office, its employees and independent contractors and covers any additional value in excess of that referred to in Condition 7.3 above and any other consequential loss or damage resulting from loss of or damage to the Article.
- 8.2 Save where the Consignor does not make or hold himself out as making his contract with the Assay Office in the course of the business (as defined under the Unfair Contract Terms Act, 1977) the Consignor shall indemnify the Assay Office against all and any liability, costs or expenses in excess of the liability of the Assay Office to the Consignor hereunder, which shall or may be incurred by the Assay Office by reason of any claim, action or legal proceedings brought against the Assay Office or its employees by the owner of the Article or by any person having a legal or other interest in the Article whether such claim, action or legal proceedings arise from or as a result of negligence of the Assay Office, its employees or otherwise.
- 8.3 Every right, exemption, defence and immunity of whatsoever nature applicable to the Assay Office or to which the Assay Office is entitled hereunder shall also be available to and shall extend to protect every employee of the Assay Office in the course of or in connection with their employment and for the purpose hereof the Assay Office is or shall be deemed to be acting as Agent on behalf of and for the benefit of all persons who are or shall be its employees from time to time and all such persons shall to this extent be or be deemed to be parties to the Contract contained in these Conditions or of which these Conditions form part.

9. General

- 9.1 Nothing herein contained shall affect any right of compensation specifically conferred by any Statute for the time being in force.
- 9.2 If any provision of these conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these conditions and the remainder of the provision in question shall not be affected.
- 9.3 No waiver by the Assay Office of any breach of the Conditions by the Consignor shall be considered as a waiver of any subsequent breach of the same or any other provision.
- 9.4 The Conditions shall be governed by the laws of Scotland, and the Consignor agrees to submit to the non-exclusive jurisdiction of the Scottish courts.



List of Charges 2005

Goldsmiths Hall, 24 Broughton Street Edinburgh EH1 3RH Tel: 0131 556 1144 Fax: 0131 556 1177 Email: mail@assay-office.co.uk

V.A.T. Number: 269 9355 00









Our Services

Our list of charges has been divided into the following three sections:

Statutory Hallmarking

This is our basic hallmarking service allowing our customers to comply with current hallmarking legislation. The hallmarks applied are of a standard layout and are restricted to a maximum size of 1.75 mm.

Non Statutory Hallmarking

This service allows our customers to specify the size and layout of their hallmark for decorative purposes. This section also includes a range of additional services that fall outside our statutory obligations.

Laser Hallmarking and Engraving

As well as providing hallmarking solutions for delicate or difficult to mark items, our laser marking equipment can also engrave logos and graphics to precious or non precious metal items.

Frequently Asked Questions

What is the minimum charge?

The minimum charge is the basic cost of processing any parcel regardless of quantities. Before any item can be hallmarked it must be checked, booked onto our system, sampled and tested. The minimum charge covers the cost of these basic processes. Non-statutory hallmarking will be charged in addition to the minimum charge.

Should I fill in a separate hallnote for each metal standard?

Yes, every different metal standard i.e. 9ct, 18ct, 925 silver requires to be sampled, tested and marked separately. For this reason they must be submitted on a separate hallnote. Articles for laser marking should also be submitted on a separate hallnote.

If my goods fail assay will I still have to pay?

Yes, you will have the choice of marking the goods down to the next available standard or have them returned unmarked. Regardless of your choice, you will be charged as if the goods had passed. All consignments are tested at least three times before a decision to fail is made.

Our Website

Our website at <u>www.assayofficescotland.co.uk</u> offers our customers a printable download of our hallnote and our terms and conditions as well as a detailed list of contacts within the Assay Office.

The statutory prices set out in this list are within the limits authorised by the British Hallmarking Council. Details of such maximum charges can be obtained from the council.

Statutory Hallmarking

Standard Size Statutory Hallmarking Charges From 1st January 2005 All Charges Subject to V.A.T.

Gold		
Chainwork	Under 5gms	35p
	Less Than 10gms	52p
	Less Than 20gms	60p
	Less Than 30gms	75p
	For Every Further Gram	add 1p
Rings	Each	33p
Earrings	Each Earring	23p
Other Articles	Under 2gms	33p
	Less Than 5gms	36p
	Less Than 10gms	46p
	Less Than 20gms	56p
	For Every Further Gram	add 1p
Second Hand	Each Article	£5.00
Minimum Statutory Hallmarking Charge	Parcel Containing 1-10 Articles	£10.00
	Parcel Containing Over 10 Articles	£15.00

Platinum

All Articles Will Be Charged at Double Gold Rate

Minimum Statutory Hallmarking Charge	Parcel Containing 1–10 Articles Parcel Containing Over 10 Articles	£10.00 £15.00
Silver		

Chainwork	Under 15gms Less Than 30gms Over 30gms	36p 46p 56p
Rings	Each	29p
Other Articles	Articles Less Than 20gms For Every Further Gram	26p add 1p
Second Hand	Each Article	£5.00
Minimum Statutory Hallmarking Charge	Parcel Containing 1–10 Articles Parcel Containing Over 10 Articles	£10.00 £15.00



ARTICLES SUBMITTED FOR ASSAY AND FULL CONVENTION MARKS WILL BE CHARGED AS ABOVE. This mark is applied if you require to export your products to countries that are signatories to the International Convention. For a current list of these countries please contact the Assay Office.

Non-Statutory Additional Services

Non-Statutory Additional Services Charges From 1st January 2005 All Charges Subject to V.A.T.



ATTENTION IS DRAWN TO OUR TERMS AND CONDITIONS OF TRADING. THESE CONDITIONS CONTAIN EXEMPTIONS FROM LIABILITY PARTICULARLY WITH REGARD TO TRANSIT INSURANCE.