

# APPLICATION FORM

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Name of Applicant : .....

Letterhead on invoices (Title) : .....

Year Book : .....  
(Name to appear in the Association's Directory)

Address : .....

.....

Telephone n°: ..... Fax n°: .....

e-mail address ..... Web site : .....

Date & place of birth : ..... Nationality : .....

Personal address : .....

..... Personal telephone n°: .....

Mobile number : ..... Agreement for this number  
to appear in the year book :

Owner of the Company: ..... VAT number : .....

The Company's legal status (Limited Liability Firm, etc...): .....

N°, date & place of entry in the Trade Register (en close Trade Register Extract) : .....

.....

National Identification Card or Passport N°: .....

date & place of issuing of: .....

Number of years of activity in the Antique trade : .....

Specify date of beginning of professional activity : .....

Does the Company have any other activities ?  Yes  No

If so, what are they ? .....

Working hours & days : .....

SPECIALITIES : .....

.....

Mr. .... hereby submits his (her) application for  
membership in the National Antique Dealers Association.

If this application is accepted, he (she) undertakes to scrupulously respect the Association's regulations.

Date : .....

Signature :

## FIRST SPONSOR

I, the undersigned : .....

Address : .....

.....

Member of the National Antique Dealers Association, hereby declare that I accept the responsibility of sponsoring the membership of :

Mr. (Mrs.- Miss) .....

and guarantee the Association of his (her) professional activity in the Antique Trade since (1) :

Date : .....

Signature :

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## SECOND SPONSOR

I, the undersigned : .....

Address : .....

.....

Member of the National Antique Dealers Association, hereby declare that I accept the responsibility of sponsoring the membership of :

Mr. (Mrs.- Miss) .....

and guarantee the Association of his (her) professional activity in the Antique Trade since (1) :

Date : .....

Signature :

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*Remark : This form must be fully completed so that the application may be taken into consideration.*

(1) Specify the date

**FORM TO BE RETURNED TO THE SYNDICAT NATIONAL DES ANTIQUAIRES  
NEGOCIANTS EN OBJETS D'ART,  
TABLEAUX ANCIENS ET MODERNES**

I, the undersigned:

NAME: .....

ADDRESS: .....

Applying for admission to the National Antique Dealers Association,  
hereby declare that I have examined the texts of the Practices & Customs observed by Dealers  
in Antiques and Objets d'Art, such as they were drafted and approved by the Board of Directors  
of said Association and hereby undertake to respect them.

Write in hand « *Read and approved* » : .....

Date: .....

Signature: .....

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*Remark : This form must be fully completed so that the application may be taken into consideration.*

(1) Specify the date

# Internal Rules and Regulations

**Article 1** – The Board administers the association and association business in accordance with articles 14 and 15 of the articles of association.

The meetings are held at the registered office. An attendance sheet is kept for each meeting.

At the beginning of each meeting, the minutes concerning the previous meeting are adopted.

Questions, saving exceptional cases, are to be discussed in the order indicated in the meeting notice. Each point must be covered by a report drawn up by the General Secretary or by one of the members specially designated to enable the Board Members to make an informed judgement concerning the question under study.

Any question not mentioned in the agenda may be entered therein at the request of at least 4 members, as long as the Chairman has been informed of the said request at least three clear days before the meeting.

At every other meeting, the treasurer makes a financial presentation to the Board concerning, on one hand, the cash position and, on the other hand, long- and short-term prospects.

A budget forecast for the financial year is to be submitted to the Board of Directors at its first meeting during the year.

The Board members are required to maintain confidentiality concerning the information communicated to them during the meetings and concerning the decisions made by the Board.

The decisions may be made by secret ballot;

At the request of one-third of the members present when ordinary decisions are involved;

At the request of a single member present when the decisions involve a person.

The Board members undertake to attend, unless they have an excuse acknowledged as valid, at least half of the meetings held during the association's year. The latter term means the period between 2 annual ordinary general meetings.

## **Article 2 – Executive Committee**

The Chairman calls meetings of the Executive Committee as often as necessary. A notice, except in urgent cases, must be sent four clear days before the meeting. The Executive Committee may make valid decisions as long as two-thirds of its members are present.

The chairmen of the Committees may be invited at the Executive Committee's initiative or in response to their request to take part in the Executive Committee meetings. Similarly, the Executive Committee may ask any outsider to take part in a meeting on a precise subject.

A person holding several positions on the Executive Committee holds only one vote.

Guests have only an advisory vote.

The Executive Committee's decision is entered in minutes that are to be approved at the following meeting.

The Executive Committee minutes are communicated to members of the Board of Directors at the meeting held following their adoption by the Executive Committee.

## **Article 3 – The Regional and Foreign delegates**

The Regional and Foreign delegates are elected by correspondence by the members of their region or their country for a term of three years, renewable.

In case of a vacancy in such a position, the person is replaced for the remaining duration of the term.

They represent the association and inform both the public and professionals about it in their region or country.

They are responsible for organising the association meetings held in their region or their country.

They may take part in meeting of the Board of Directors at their request or at the Board's request. They may not take part in the decisions.

## **Article 4 – Administrative staff**

The administrative staffs, directly subordinates to the Chairman and to the General Secretary, are responsible for the administrative work at the registered office, and in particular:

- mail and correspondence;
- information;
- creation of the bulletin;
- and all administrative questions.

Members of the administrative staff designated by the Chairman attend all meetings and may be mandated to represent the association at external association meetings.

## **Article 5 – Association representation on official bodies**

The association's representatives on official bodies are designated by the Board of Directors for a period of one year, renewable.

They must keep the Board informed about the tenor of the meetings that they attend.

If they are unable to attend a meeting, they must inform the Chairman of that fact, and he will replace them if he considers this necessary.

## **Article 6 – Committees**

They are two types of Committees: known as standing Committees and special Committees.

### **A – Standing Committees**

- The Biennial organising Committee
- The organising Committee for the Salon du Collectionneur (Collector's show)
- the Communication Committee
- the Cultural Committee.

The Chairman or chairmen is or are appointed by the Board of Directors. He or they proposes or propose the composition of their Committee, which must be approved by the Board of Directors



The standing Committees are appointed for a period of two years.

The Board of Directors lays down the objectives and the guidelines for the said Committees.

They must report to the Executive Committee and to the Board of Directors on their activity.

The procedures regarding appointment and operation of the Committees dealing with selection and acceptance of objects for the shows are proposed by the organising Committees and approved by the Board of Directors.

#### **B – The special Committees**

These Committees are appointed by the Board, if appropriate, on the basis of a proposal by the Executive Committee, for the purpose of considering a precise question of any nature whatsoever.

They report to the Board of Directors on their assignment as it is performed.

The Board rules in the light of the Committee's work.

The Committee's task ends with the Board's decision.

If a standing or special Committee fails to carry out the assignment with which it has been entrusted, the Board of Directors may dissolve it.

#### **Article 7 – Legal and financial commitments**

Only the Chairman and / or the Treasurer are empowered to sign contracts committing the association. Nevertheless, they may explicitly empower any member of the Board of Directors or of the administrative staff designated for that purpose. The Board Members may not order any expenditure for the association's account, for any reason whatsoever, without the approval of the Chairman or of the Treasurer.

The Executive Committee may not incur any financial commitments entailing expenditure of more than 15 000 € without the Board's explicit authorisation.

#### **Article 8 – Board Members' Commitment**

The members of the Board of Directors undertake:

- not to establish or belong to any similar or related grouping without the Chairman's special approval.
- not to take any steps in the association's name vis a vis the official authorities and not to make any statements to the press or by way of the press without the Chairman's special approval.
- not to hold any personal discussions relating to an association member, whether present or absent, or any political or religious discussions.

#### **Article 9 – Disciplinary sanctions**

The members of the Board of Directors who do not comply with the above undertakings, in addition to the provisions laid down in article 7 of the Articles of the Association, may be disciplined.

In such a case, a Committee consisting of two members designated by the Board of Directors is to hear the Board Member who is the object of disciplinary proceedings in closed session.

At the first Board Meeting following the said interview and in the absence of the person concerned, the members designated by the Board make a report and give their opinion concerning the opportuneness and nature of the contemplated sanction, which may be a warning, removal from the Executive Committee and / or from the Board,

temporary exclusion, which may or may not be suspended, or definitive exclusion.

If the Board contemplates taking any sanction whatsoever, it must call in the interested party, giving him a period of at least one month to prepare his defence.

Both the Board and the interested party may be assisted by the advisor of their choice at the time of their interview.

The definitive decision is to be adopted by the Board of Directors by secret ballot and by a majority of two-thirds.

#### **Article 10 - Arbitration**

An association member may call on the association's arbitration in case of a dispute, either with another member or with a third party.

Arbitration may be carried out only following a commitment signed by both parties to accept, in advance, the decision to be made by the members ruling on the dispute.

The Board designates either one of the most highly qualified members or a Committee consisting of three members, if such a measure proves necessary, to carry out the arbitration.

#### **Article 11 – Exhibition sponsorship**

The Syndicat National des Antiquaires (National Association of Antique Dealers), by a decision by the Board of Directors voted by a two-thirds majority, may sponsor an edition or a French or foreign exhibition of proven seriousness and quality, and related to the field of Art.

The Sponsorship is limited to moral backing, which may be withdrawn at any time by the Syndicat National des Antiquaires if it considers that necessary.

The Sponsorship may receive the broadest possible publicity.

#### **Article 12 – Modification of the internal rules and regulations**

Any modification of the present internal rules and regulations may be made by a simple decision by the Board of Directors, approved by two-thirds majority.

***Approved by the Board of Directors on 10 March 2004.***

ARTICLES OF ASSOCIATION  
SYNDICAT NATIONAL DES ANTIQUAIRES  
NÉGOCIANTS EN OBJETS D'ART  
TABLEAUX ANCIENS ET MODERNES  
17, boulevard Malesherbes - 75008 PARIS  
Tél. : 33 (1) 44 51 74 74 – Fax: 33 (1) 44 51 74 75

Founded on  
October 17, 1901  
N° 1.583

ARTICLE 1 – Name – Duration – Registered Office

The Professional Association known as « Syndicat National des Antiquaires négociants en objets d'arts, tableaux anciens et modernes », born of the merger of the “Chambre Syndicale de la Curiosité et des Beaux-Arts” and of the “Syndicat des Marchands de Tableaux, Objets d'Art et de Curiosités” groups together, in accordance with the provisions of Chapter I of Book IV of the Labor Code, all members of these professions and related professions adopting these Articles of Association.

The Association's term is unlimited as is the number of its members.

The Association's head offices are located at 17, boulevard Malesherbes, Paris (VIIIe). They may be transferred elsewhere by decision of the Board of Directors.

ARTICLE 2 – Purpose:

The Association's purpose is:

- to create and maintain, through good relations of fellowship, professional understanding and cohesion among all its members;
- to represent and defend the economic and commercial interests of its members, before the Courts and before all Administrations or representative Groups, and, when needed, to settle the disputes submitted to it;
- to centralize and provide all the information gathered, both in France and abroad, apt to be of interest to its members;
- to contribute to the development of the Profession and to defend its interests both with the Public Authorities and competent Administrations;
- to create and join all organizations useful for furthering the Profession
- to organize and take part in all artistic or commercial exhibitions apt to serve the interests of its members
- to encourage training and research aimed at the development of their professional activities, and to create or promote provident & welfare funds;
- to participate or be represented in the various employers associations and associations which are of interest to the Profession;
- to intervene directly or indirectly with the public authorities and administrative services, each time the profession's interests are at stake.

This list is provided as an indication only and is not exhaustive.

ARTICLE 3: Conditions concerning admission of members:

Membership in the Association may be extended to any individual who is a dealer of fine art objets or collector's items, furniture, old or modern paintings, curiosities or related branches, to the exclusion of public auction companies and their employees.

An individual may become a member as an individual or as a representative of an entity if he makes a request to this effect, on condition :

- that this person has exercised responsibilities in the profession as his main activity for at least five (5) years and has exercised them honourably.
- he has not been deprived of his civil rights;
- he is sponsored by two members of the Association not sitting on the Board of Directors, at least one of whom works in the applicant's speciality, who shall have to sign his membership application form and guarantee his trustworthiness and his professional knowledge and skills;
- he undertakes:
  - . to sign the text of the practices and customs of the profession established by the Syndicat National des Antiquaires;
  - . to pay the annual dues.

The Board of Directors is to make a decision on admission of the new member. The board's decision does not have to give reasons, and is not subject to appeal.

ARTICLE 4: Categories of Members

Dealers active on the date of payment of their dues are members of the association.

Further to a decision of the Board of Directors, former dealers so who request are honorary members on condition that they have been members of the association for at least ten years.

Further to a decision of the Board of Directors, any members or any persons who have rendered eminent services to the Association or the profession are honorary members.

ARTICLE 5: Members' obligations and rights

Any person admitted as a member of the Association must conform to the By-laws and to all of the decisions made by the Association.

He must respect the provisions laid down in the internal rules and regulations.

He must behave fairly vis-à-vis the Association and not perform any act that could cause prejudice to the Association directly or indirectly.

He must pay the annual dues as set by the Board of Directors.

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*He must inform the Association of any notable change in his professional status within one month following the modification.*

*The Association shall apply, to the benefit of its members, all means necessary to development of the profession that it represents and to defence of its interests.*

*An information form, developed by the Association, is sent to each of its members.*

*The members will be entitled to call on the Association in connection with any difficulties they encounter in carrying on their professional activity.*

*Mere membership in the Association does not entitle its members to claim to take part, by right, in the events organised by the Association.*

**ARTICLE 6: Resignation or striking off of a member**

*Any member is free to resign whenever he wishes.*

*Any resignation must be sent in writing to the President.*

*Notice thereof is taken by the Board of Directors.*

*Nevertheless, the resigning member must meet all of his obligations of any nature whatsoever to the Association.*

*Lack of payment of dues by a member on December 31 of the year one month after dispatch of a warning that has produced no effect entails automatic resignation from the Association. The automatic resignation is pronounced by the Board of Directors.*

*The Board of Directors may strike off a member of the Association in accordance with the procedure mentioned in article 7 in case of serious shortcomings.*

**ARTICLE 7: Disciplinary sanctions**

*1. The Board is authorised to pronounce a disciplinary sanction against any member, under the conditions laid down in the internal rules and regulations:*

- a) who no longer meets the conditions for admission,*
- b) who has committed an act undermining the Association's interests or violating its "practices & customs".*

*2. The disciplinary sanction pronounced may be:*

- either a warning,*
- or permanent or temporary exclusion with or without deferment.*

*3. Procedure:*

- the party concerned shall be convened beforehand by the President and/or one or several members of the Board of Directors he appoints for this purpose.*
- the party concerned may examine the written documents in his file.*
- the president and/or his representative(s) shall provide to the Board of Directors the information necessary for examining his case.*
- if, in light of the explanations provided, the President decides to pursue the disciplinary procedure, he shall convene the party concerned before the Board of Directors, allowing him a period of at least one month to prepare his defence.*
- the party concerned may be assisted by the Advisor of his choice, both during the preliminary procedure before the President and/or his representatives and, as the case may be, before the Board of Directors,*
- the Association, on its side, may be assisted by an Advisor who shall not be entitled to vote.*
- the decision must be motivated.*

*All members who have resigned or who are struck off lose all their rights to the Association's assets.*

**ARTICLE 8 – Association's operation**

*The Association's bodies are:*

- a) the General Meeting*
- b) the Board of Directors*
- c) the Officers*

**ARTICLE 9: General Meetings**

*The General Meeting consists of all active members of the Association who have paid their dues.*

*It must be convened at least once each year.*

*It is chaired by the Association President or, in his absence, by one of the Vice-Presidents or by the General Secretary.*

*The notices must be sent at least two weeks before the meeting.*

*Notices of the meeting must mention the agenda set by the author of the notice.*

*The General Meeting deliberates on all items on the agenda.*

*Matters not mentioned in the agenda may not be subject to a vote.*

**ARTICLE 10. – Ordinary General Meetings**

*The Ordinary General Meeting hears the report concerning the Board's work and decisions and the presentation of the Association's financial situation, and it approves the accounts for the past financial year.*

*It designates an Auditor and a Deputy Auditor from among the professionals appearing in the list established by virtue of decree n° 69-810 of 12 August 1969.*

*It appoints the directors.*

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*It rules on all issues that are not within the purview of the Extraordinary General Meeting.*

*The Ordinary General Meeting rules by a majority vote of the members present or represented and of the members voting by mail or by electronic mail.*

**1 – Approval of the financial statements:**

*The annual general meeting must be convened at least once per year, within six months from the close of each year for purposes of ruling on the financial statements for said year. The agenda is drawn up by the Board, which may include in it the proposals received before January 31. Any proposal sent to the Association no later than February 15 shall automatically be included in the agenda if it is signed by one-fourth of the members.*

*Appointment of the Directors:*

*During the last quarter of all even years, the general meeting is convened for purposes of electing the directors.*

*The candidates who have received the highest number of votes are elected.*

*If equal numbers of votes prevent the filling of all positions, a new vote of the members by mail and/or by electronic mail shall be organized within one month.*

**ARTICLE 11 – Extraordinary General Meeting**

*The following fall within the field of jurisdiction of an extraordinary general meeting:*

- *Any decision having important consequences for the Association's future or decisions that could give rise to new obligations for the Association;*
- *Any decision concerning modifications of the by-laws.*

*Extraordinary General Meetings may be called at the request of at least one-third of the members or of the President and of our Board members. The agenda for Extraordinary General Meetings is limited to the precise subject giving rise to the meeting.*

*An Extraordinary General Meeting may make valid decisions only if a quorum of half of the Association members is reached.*

*If the quorum is not reached, a new Meeting will have to be called within a period of two months, and it will be entitled to make decisions without any quorum conditions.*

*The decisions made by the Extraordinary General Meeting are to be made by a two-thirds majority of the votes cast.*

**Article 12: Voting conditions**

*Voting by mail or by electronic mail is accepted.*

*Vote by proxy (power of attorney) is also authorised.*

*Votes by secret ballot shall be held in the presence of a bailiff, who is the only person authorized to receive votes by mail or by electronic mail and proxies.*

*No member may hold more than two proxies.*

**ARTICLE 13: Board of Directors – Appointment – Term Duration**

*The Association is administered by a Board consisting of a maximum of 17 members.*

*The Association members meeting the following conditions are entitled to submit their candidacies as members of the Board of Directors:*

- *they must have been an Association member for at least 5 years,*
- *they must comply with the requirements laid down in article L-411-4, chap. I, book IV, of the Labour Code.*

*Candidates' applications must reach the Association, which is to acknowledge receipt thereof, no later than September 15.. Outgoing members are eligible for reappointment.*

*The members of the Board of Directors are elected for two years.*

*Only one natural person belonging to one and the same legal person may sit on the board.*

**ARTICLE 14: Board Of the Board of Directors**

*The Board administers the Association.*

*It determines the Association's general policy.*

*It rules on the admission of new members. It initiates any procedures of exclusion. It presents the candidates who seem to it to be best able to exercise the functions representative of the profession in the various organizations.*

*It sets the amount of the financial obligations of the members.*

*It sets the amount of the financial obligations of the members.*

*It prepares the resolutions to be submitted to the General Meeting.*

**On the proposal of the Officers :**

*The Board of Directors makes any decisions or takes any measures, provided these are within the limit of the Bylaws and of the goals it has set for itself. It decides on the expenses necessary to the implementation of its action.*

*It votes on the budgets relating to the functioning of the Association, of the Biennale des Antiquaires and of the Salon du Collectionneur or of any other event organized in the context of its activity.*



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*It appoints the members of the committees charged with accepting objects for the Biennale des Antiquaires and the Salon du Collectionneur or any other event organized in the context of its activity.*

*It sets the list of exhibitors at the Biennale des Antiquaires and of the Salon du Collectionneur or at any other event organized in the context of its activity.*

*Minutes of each meeting are written and signed by the Chairman of the meeting.*

**ARTICLE 15: Functioning of the Board of Directors**

*The Chairman may call a meeting of the Board whenever he deems it necessary or if at least seven Board members send him a request to this effect.*

*The number of Board meetings is unlimited, and at least six shall be held per year.*

*The Chairman (or if he is unable to act, one of the Deputy Chairman) leads the meetings.*

*A notice including the agenda must be sent to all Board members, except in urgent cases, at the latest ten days before the meeting.*

*Similarly, an additional agenda containing a new question may be sent, by any means, to the Board members at the latest 48 hours before the meeting date, if urgent or serious circumstances justify this.*

*The Board's decisions are valid when at least half of the members are present. They are made by a simple majority. In case of a tie vote, the Chairman holds a casting vote.*

*Voting by proxy (power of attorney) or by mail is prohibited.*

**ARTICLE 16 – Conditions of appointment of The Officers**

*The Board of Directors meets within three days from its appointment for purposes of electing its Officers.*

*The Officers are elected for a two-year term by secret ballots cast by at least two-thirds of the members of the Board of Directors.*

*The candidate who has received the highest number of votes shall be elected Officer.*

**ARTICLE 17: Officers of the Board**

*The Officers, elected by the Board of Directors, are composed of :*

- A Chairman,
- Two Vice Chairmen,
- A General Secretary,
- A Treasurer,
- A Delegate at large

*There are also elected an alternate General Secretary and an alternate Treasurer who participate in meetings of the Officers only in case of default of the permanent Officer.*

**ARTICLE 18 – Duties of the Officers**

*The officers manage the Association in compliance with the bylaws and the decisions of the Board of Directors.*

*They prepare the budgets relating to their functioning of the Association and of any event or exhibits organized in the context of its activity.*

*They draw up the list of the member or the committees charged with accepting objects for any exhibits organized by the Association in the context of its activity.*

*They draw up the list of the participants in the exhibits organized by the Association.*

*The budgets, the composition of the committees charged with accepting objects and the list of the participants are subject to approval by the Board of Directors.*

*In an emergency incompatible with the convening of a Board meeting, they may render a decision made necessary by an extraordinary event.*

**ARTICLE 19: Role of the Officers**

*The President directs the Association in accordance with the Articles of Association and sees to the observance of the Regulations.*

*He represents the Association in all acts involving third parties, public administrations and the court.*

*He executes the Board's decisions.*

*He orders expenditures and sees to the recovery of sums.*

*He convenes and chairs the General Meetings as well as the meetings of the Board and of the Officers.*

*He is a legal member of all Committees, and has the casting vote in the event of a tie.*

*He is assisted in his various duties by the General Secretary and the Representative.*

*The Vice Chairmen assist the President and replace him in the event of his impediment, taking turns and according to seniority.*

*The General Secretary is the President's assistant. Each year, he presents to the General Assembly a report on all work performed. This report must have the prior approval of the Board.*

*The Treasurer is responsible for collecting dues and paying expenses, after the Chairman has approved them.*

*He opens and operates all accounts and deposits of securities or cash, under the President's control.*

*Each year, he drafts the report to be submitted to the General Assembly concerning the Association's financial situation.*

*This report must have been approved by the Board beforehand.*

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*At their request, the Treasurer and the General Secretary may become members of the Committees.*

ARTICLE 20: Committees

*On the basis of the officers' opinion, working committees may be appointed to make precise studies.*

*The procedures regarding their appointment and their assignment are to be defined in the internal rules and regulations.*

ARTICLE 21 - Dissolution

*The Union may be dissolved, on the basis of a proposal of the Board of Directors, by an Extraordinary General Assembly convened for this purpose, if two-thirds of the members represented so decide.*

*This Extraordinary General Assembly shall decide on the sharing out of the Association's assets and appoint a committee responsible for its liquidation. The assets shall in no event be distributed among the Association's members.*

*These bylaws were approved by the Extraordinary General Meeting of September 17, 2007. They were registered on May 19, 2008.*



RULES GOVERNING  
THE PROFESSION OF ANTIQUE DEALERS  
& DEALERS IN ORIGINAL WORKS OF ART

**Syndicat National des Antiquaires**  
**17 Boulevard Malesherbes – 75008 PARIS**  
**Tel. (33) 1 44 51 74 74 & Fax. (33) 1 44 51 74 75**

# Rules governing the profession of Antique Dealers & Dealers in original works of art

## PRACTICES & CUSTOMS

### PREAMBLE

The antique dealer, whether he deals in works of art or furniture and *objets d'art*, regardless of his field of expertise, is in a privileged position in his relations with the persons with whom he does business. Indeed, like a physician, for example, and other members of the liberal professions, he either buys or sells, and has specialized knowledge which an amateur does not have, except in exceptional cases. He must be trustworthy, which implies particular responsibilities, and sometimes has serious consequences.

These legal and moral responsibilities must be present in his mind in his relations with sellers, buyers, his colleagues, and intermediaries.

They imply true duties and obligations.

The Board of Directors of the National Antique Dealers Association has decided to review these duties for its members, and to ask for their written pledge to comply with the rules and practices of the profession.

It is on this condition only that antique dealers can be distinguished from dealers in used furnishings and objects. They must first of all consider themselves as specialists in research & identification, which implies that they provide guarantees as to their diagnoses and studies.

The commercial instrument finalizing their transactions is based on their specialized historical, technical, scientific knowledge on the date of the sale, and on their professional competence, which constitute the foundations of their profession.

The following rules are based on the laws governing our trade in particular, as well as on what is referred to as the Practices & Customs of the profession, such as they have been studied by the National Antique Dealers Association, and such as they are constantly applied in our profession.

They do not pertain solely to the activity of the seller, the antique dealer or the dealer in original works of art, but also to his responsibilities and the risks he incurs when he buys.

They are supplemented by the appended recommendations concerning certain particular methods which accompany our transactions.

They are therefore presented as follows.

### CHAPTER ONE - RELATIONS WITH DEALERS

- I. The guarantee
  - a) Buying from individuals
  - b) Buying from colleagues or from ministerial officers.
- II. Buying Conditions
  - a) Origin of the objects purchased
  - b) Sellers' identity
  - c) Particular cases and precautions to be taken
  - d) Delay before confirmation (law of June 23<sup>rd</sup>, 1989)
- III. Goods received on consignment, entrusted for sale or on certain conditions.

## CHAPTER TWO - RELATIONS WITH BUYERS

- I. The guarantee
- II. Terms & conditions of the guarantee
  - a) Descriptions
  - b) Condition of objects sold, restoration & repair,
  - c) Certificates of authenticity and other elements related to the guarantee
  - d) Sale to Museums or to colleagues
  - e) Limit on the guarantee

## CHAPTER THREE - RELATED RECOMMENDATIONS

- I. Down payments & deposits
- II. Business done with one or several other partners
- III. Commissions owed to intermediaries
- IV. Obligation to keep a police book
  - a) Provisions concerning persons whose professional business activities include the sale and/or exchange of certain items of personal property.
  - b) Provisions concerning public events for the purpose of the sale or exchange of certain items of personal property.

## CHAPTER ONE

### RELATIONS WITH DEALERS

#### I. *The guarantee*

- a) Buying from individuals

The individual seller is not under the obligation to guarantee an object or a work of art he is selling to an antique dealer or to a specialized dealer. He is worthy of blame only if the buyer is able to prove fraud or a fraudulent intent. In all other cases, there is no possible recourse against the seller, in the event of an error on the antique dealer's part at the time of his purchase.

However, if an antique dealer – whether he be dealing in *objets d'art* or in original works of art – avails himself of his knowledge to mislead the seller with respect to the quality of the object he is buying, and makes him an offer which is disproportionate with the true value of said object, he is in running the risk of bearing the consequences of substantiated claims.

- b) Buying from colleagues or from ministerial officers

It is patent that this does not apply to purchases made from other antique dealers, who are expected to establish the price of what they are selling, with full knowledge of the facts, nor to those made by ministerial officers at public auctions where the competition between the various buyers establishes the right price<sup>1</sup>,

#### II. *Buying conditions*

We warn our colleagues very strongly against the possible consequences of a purchase from persons they do not know, or under suspicious conditions. Few antiques have not, once in their lifetime, purchased, legally or in good faith, a stolen or misappropriated object.

- a) Origin of objects purchased

An antique dealer or dealer in original works of art – who, in this instance, is likened to the dealer in second-hand goods- is obliged to make certain of the origin of the objects and works purchased, and of the identity of their owner or seller. Therefore, all purchases of movables from minors or from persons prohibited to sell are invalid; objects from inherited estates may be negotiated only with the approval of all the beneficiaries, as is the case of objects belonging to a couple in the case of a divorce.

This agreement must be specified by the seller in the receipt he issues to the buying antique dealer, in which he stands as guarantor on behalf of the joint owners he represents.

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<sup>1</sup> It is fitting to recall here that what we call the "revision" is illegal and constitutes a misdemeanor in that it constitutes a coalition or an impeding of the freedom of public auction (art. 313-6 of the Code of Criminal Law).

Moreover, Article 18 the law of December 31, 1913 governing historical monuments and sites, stipulates that all classified movable objects belonging to the State are inalienable and, Article 19 thereof that individuals who own a classified object must inform the buyer of the existence of this classification.

However *objets d'art* belonging to certain public authorities cannot be alienated without the prior approval of the Minister of Cultural Affairs.

However, in all the cases set forth above, a buyer who can prove this good faith, in particular by presenting duly issued receipts the wording of which indicates that he has been misled by the seller who was presumed to be the owner of the object and therefore free to sell it, as well as by entering the object acquired in his register of merchandise (or his stock record) on numbered, initialed pages, is entitled to the reimbursement of his purchase price.

However, such reimbursement, which always constitutes a problem, can take place only after a procedure which may be drawn out, and the buyer's good faith can always be questioned by the injured owner, even if it is genuine.

#### b) The sellers' identity

The police book must specify the identity of the seller (article R.321.3). It might be attested by the production of their national Identification Card (name, number and issuing date of the card): This information appearing on this card must be entered onto the receipt issued to the antique dealer. This receipt must bear the words: *Sold to Mr....., such-and-such an object which is my personal property*. In the event of a sale through an intermediary, it must bear the words; *which I am responsible for selling on behalf of a third party*.

It is to be noted that the recommendations concerning the seller's identity apply in a general manner to all purchases and consequently to those which may be made in the home, store or gallery of the buying antique dealer when the seller is honorably known to him.

Even in the event of purchases made in the seller's domicile, this does not exclude unforeseeable claims subsequent to dealings on the part of the antique dealer who may not be the true owner of the objects, or the owner's duly appointed agent.

#### c) Particular cases and precautions to be taken

Moreover, utmost caution must be observed for purchases made from any party, French or foreign, who does not reside in France. Independently of other risks, there is the risk of being considered as party to a fraudulent import.

It is recalled moreover that foreigners temporarily in France, who are generally non-residents, are not entitled, except in exceptional situations, to receive payment in cash or by check, even if the checks are not for deposit only.

#### d) Delay before confirmation (law of June 23<sup>rd</sup>, 1989)

According to the French consuming code all deal must be done under a duly written contract specifying the following :

- (1) Dealer's name
- (2) Address and place where the contract is signed
- (3) Precise description of the deal and objects concerned with,
- (4) Conditions to run the contract (delivery date for goods, price and method of payment)

The mention giving the client a possibility of self denial, seven days following the signature date, shall be mentioned on the contract. Unfitting with to these obligations will expose the dealer to serious sanction : inprison from one month to one year along with/or penalty up to 25,000 FF.

### **III. Goods received on consignment, entrusted for sale or on special conditions**

A frequent practice exists in our trade which consists in the consigning of *objets d'art* either by fellow-dealers or by individuals for the purpose of selling them.

In the great majority of cases, the owner of the object or of the work is purely and simply entrusting it to a dealer in antiques or in works of art, whom he trusts, who is expected to return it after a given period of time or to remit the price thereof to the owner.

The object entrusted in this manner remains the seller's property. The possible buyer owes only the price agreed upon, if he does not return the object to the dealer. Unless otherwise agreed, he can, within the period stipulated in the sale mandate, transform this operation into a purchase, at his sole discretion.

A sale on specific conditions must be accompanied by an entry made by the dealer in his stock book and he must issue a receipt to the consignor. This receipt may be drafted as follows :

*“The following object received on consignment, to be sold for the account of Mr..... for the price of.....”*

*It is expressly agreed that I undertake to return this object*

- a) At Mr.....'s first request,*
- b) Within a period of.....*

*and that it shall remain his property, unless it is sold on behalf of Mr.....for the agreed price.*

*This object shall in no event appear in my assets in the event of an attachment, bankruptcy or receivership<sup>2</sup>*

*Read & approved  
Signature  
Date written out in full”*

Indeed, all confusion must be avoided between “consignment on condition”, and “sale on condition”, as the latter term can be understood only as a sale subject to a condition precedent or avoidance clause (Articles 1168 and the following of the Code of Civil Law). The receipt, such as worded above, appears to avoid all confusion.

The contract of an object “entrusted for a commission” can also stipulate that the object shall be sold by the dealer for the account and for the benefit of the seller, for a percentage which is specified when the object is entrusted to the dealer and, possibly, the reimbursement of the costs advanced by the dealer for the sale of the object.

## CHAPTER TWO

### RELATIONS WITH BUYERS

#### **I. The guarantee**

The dealer in antiques or in works of art must provide an explicit guarantee on the invoice he provides to his clients, covering to the objects or works of art he is selling. These guarantees are provided on the basis of the dealer’s knowledge on the date of the sale (scientific, historical, technical...). Should he fail to do so, the terms in which the object or the work are described, as well as the price for which they are sold may be considered as an implicit guarantee. Thus, one cannot claim, unless the contrary is specified, that a “Louis XVIth desk” particularly if it has been sold for a price corresponding to what it is considered to be, was merely in the seller’s mind a Louis XVIth style desk, without any specific period.

Depending on the meaning given to this term in our trade, we say that an *objet d’art* or a piece of furniture, or a work of art, is authentic when all parts thereof date back to the period or were made by the master (cabinet maker, bronze smith, silversmith, porcelain artists, tapestry artist, etc.) indicated by their style and possibly, by the mark or stamp testifying to their author.

On the other hand, the term *original work of art* contains a degree of ambiguity.

Indeed, the Administration considers as original works of art paintings, drawings, engravings and pieces of sculpture, even if it is impossible to identify the artist who has created them. Indeed, works resulting from the inventiveness and work of an artist are considered as original works of art, even if the artist is unknown, as opposed to the work of so-called “artisans”.

Moreover, it is said that the work of a given artist is original when it is truly by the artist (painter, sculptor, engraver – or artists, in the event of a work created by several artists) all of whose characteristics it portrays, or as the case may be, whose signature it bears. One can also say, in this case, that it is an original work by such-and-such an artist.

The guarantee can therefore pertain to the authenticity, the original nature of the work or an indication of its author.

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<sup>2</sup> Such a receipt may be torn out of a stub book containing numbered pages, which shall remain in the dealer’s custody, and which can bear the references: Returned on....or sold on.....

## II. Terms & Conditions of the Guarantee

### a) Descriptions

Under these conditions, the descriptions of the objects or works sold must not allow for any ambiguity, and must comprise a precise description permitting identification.

Caution must be shown regarding generic terms such as “Boulle” for furniture with tortoiseshell and brass inlay, regardless of the period, “Gobelins” for tapestry regardless of the factory, “color engraving” when it can be a simple black & white engraving to which color has been added.

We recall here the meaning of certain terms commonly used in descriptions.

The indication of a reign, without any other detail, can always be interpreted as a guarantee of a period. Thus, it is always better to specify that an object is “Louis XIV, Louis XV or Louis XVI period for example: “of the Ming, Kang Hi or Kien Long period” in the case of China. The term “Louis XIV, Louis XV or Louis XVI style” or “a style” piece means that there is no guarantee as to the period.

For a piece of furniture, indicating that it bears the stamp of a master cabinetmaker amounts to guaranteeing that the stamp has been affixed by him, and that it is his work. In the event of a doubt, one can state that the piece is attributed to such-and-such a cabinet-maker, and indicate the existence of *a* mark (and not *his* mark). Similarly, for paintings and drawings, to specify that they are signed is to provide a guarantee that they are original. In the event of a doubt, one can indicate that they bear an “inscription”.

The use of the term “attributed to” indicates that the work or object is not guaranteed as being by the master indicated; but it cannot be used to designate works or objects of a period other than that of this master.

The term “workshop” must be understood literally. This means that the work was made in the workshop of the designated artist. However, collective workshops existed, whose members succeeded each other over long periods of time. Thus, in Italy, the Ambriachi workshop counted craftsmen whose first names are generally not known, and who worked from the XIVth to the XVIIth centuries. In this case, the period of the object sold must be specified.

“School” can apply only to works or objects made during the generations which immediately followed the artist’s life and in his own country, with few exceptions.

Lastly, the term “*genre*” implies no guarantee as to the artist, date or school.

Unless otherwise specified, all these references apply to the object designated or described in its entirety. Thus, “a Louis XVth period secretary in inlay with gilded bronze hardware” is necessarily a piece in which the frame, the inlay and the hardware are of the same period. When one describes a Louis XVth secretary in inlay ornated with gilded bronze hardware, one can perhaps admit that the period guarantee does not include the hardware, but if this is the case, it is clearly preferable to point it out. Similarly, if the decoration on an antique porcelain piece has been painted over, it is fitting to say so, if only as a precautionary measure.

### b) Condition of objects sold, restoration & repair

The objects and works of art sold by dealers in antiques and original works of art are, unless otherwise indicated, designated on the invoice and considered as being in a good state of repair, without having undergone any accidents, repairs, restoration, apt to alter their substance or value. Were they not declared such accidents, repairs & restoration could constitute hidden defects (Art. 1643 of the Code of Civil Law).

The extent of the repair or restoration which does not alter the substance or value varies depending on the object’s category. For example, certain pottery pieces from excavations are almost always damaged, and sometimes have to be put back together without this having any substantial influence on their value, while European, or even Chinese, porcelain pieces must be intact if they are to retain their full value.

Thus, it is necessary, for example, to inform buyers of cracks and repairs on porcelain pieces, the replating of objects in plated silver or the regilding of bronze pieces, additions to pieces of furniture, major restoration on paintings and drawings, spots and tears on engravings.

However, it is just as obvious that this restoration and repair, when they constitute only a repair to preserve the piece in no manner altering the antique, stylistic elements, and bring about no change in the specific nature of the work or the object, cannot be cause for complaints to the dealer and need not be expressly declared on the invoice. This is true of cleaning, revarnishing, repair, redoing the canvas or back on paintings, cleaning furniture and bronze pieces...

Moreover, all of the major museums in the world have their own work shops for restoration and repair.



### **c) Certificates of authenticity and other elements related to the guarantee**

The dealer frequently provides to his buyer, at the time of the sale, particularly for original works of art, a certificate of authenticity signed by a specialized expert or art historian. Unless expressly otherwise specified in the invoice, the remittance of such a document means that the seller endorses the certificate issued and that he is providing it only in support of his personal guarantee. The same is true, moreover, for works sold at auction, accompanied by a certificate.

However, if it is specified that the work is merely attributed to the master, to his work shop or his school and, in this case alone, the certificate provided no longer constitutes anything more than a factor of appreciation submitted to the buyer.

Similarly, if it is indicated that the work appeared in such-and-such a collection, was put up for sale in such-and-such an auction, this implies not only that there is good reason to consider that it is indeed to this work we are referring, but also that the seller can boast of the source to which it is attributed and under which it is presented. If not, it is fitting to point out that it was considered as being the work of such-or-such a master.

The issuing of such a certificate or the statement of such origin does not suffice to release the seller from his own liability.

### **d) Sale to Museums or to colleagues**

One can admit a departure from the rules set forth above in the event of a sale to museums or to colleagues, who have had the leisure to examine the works proposed.

Indeed, they can be considered as specialists, on a par with the seller, dealer and, except in the case of fraud or concealment, it is difficult for them to file a suit due to an error concerning the goods sold, when they themselves committed this error. Sellers however are still subject to claims on the part of museums or of colleagues with whom they have done business.

### **e) Limit on the guarantee**

The liability of the antique dealer or the dealer in original works of art, who guarantees a work he has sold, is established by law at ten years beginning on the date of the sale. The same is true moreover, for objects or works which he may have purchased under conditions not entirely legal. Recently a suit was filed several months before it would have been barred, against Parisian antique dealers who had purchased works of art from nationalized private Russian collections at a public auction organized by the Soviet Government.

Regarding the guarantee, however, we consider that sellers cannot be charged with an erroneous attribution or description when only the progress of art history, subsequent to the period of the sale, has permitted a change in this attribution. This is the case of Louis XVth period gilded bronze pieces bearing the “crowned C” which was thought to be Caffieri’s mark, and today is considered as a mere indication of the date.

## **CHAPTER THREE**

### **RELATED RECOMMENDATIONS**

#### ***I. Down payments & Deposits.***

The two expressions are frequently utilized interchangeably, however their meanings differ. Attention must be paid to their consequences.

Under Article 1583 of the Code of Civil Law, a sale is complete following mutual consent concerning the object and the price. Given, however, that it is common use, when the picking up and payment of a thing are postponed, to immediately require that the buyer pay a certain sum, the use of this sum must be specified.

***Down payment*** – Normally such a payment represents advance payment of a portion of the price. The reason for which it exists and is mentioned on the receipt, is that it constitutes an initial payment on the buyer’s part. In making this payment, the buyer therefore ratifies the sale, and becomes the *unquestionable owner* of the object, regardless of the length of the period following which he will pay the balance of the price.

**Deposit** – According to Article 1590 of the Code of Civil Law, the payment of deposits corresponds, on the contrary, to a different legal operation, i.e. a promise to sell from which each party has the possibility of withdrawing. The text explains that the party who has paid the deposit loses it if he withdraws. However, the party who has received it must return twice the amount if he withdraws.

Due to this distinction, the term *down payment* must be utilized if the parties consider the sale as firm and final. The term *deposit* must be utilized, however, if the parties admit that the sale is not final, and specify a term to this operation.

**Standard form for receipt of down payment:**

*Received from Mr* ..... , *address:* .....  
*The sum of* ..... (*written out in full*) .....  
*As a down payment on the purchase of (designation of the object)* .....  
  
*Date & signature*

**Standard form for receipt of deposit:**

*Received from Mr* ..... , *address:* .....  
*The sum of* ..... (*written out in full*) .....  
*As a deposit on the sale of (designation of the object)* .....  
*Valid until (date)* .....  
*When this object (or this piece of furniture or this painting) shall again become my property if the balance on the price thereof has not been paid.*  
  
*Date & signature,*

Needless to say, these receipts must always be drawn up in duplicate (*with a carbon copy*) and preferably numbered.

***II. Business done with one or several other partners***

The basis for any joint business (involving two or more persons) is absolute mutual trust.

Unless a special agreement has been reached, the purchase and sale of an object by several persons is paid for in cash by each participant. Payment is immediate.

If the participants so wish, mutual insurance coverage is taken out to cover the various risks to which the object is exposed (theft, breakage, fire...). Otherwise, the participants accept these risks jointly & severally.

The sales price is determined in advance and the object sold in the best interests of all. However, the seller is not obliged to provide any proof of the conditions of the operation (name of the buyer and of the brokers, etc...).

If the seller sells the object on credit, he does so at his own risk, and must pay the amount of the object to his co-participants, as though the sale had taken place for full cash payment, unless they have accepted the credit operation.

The wording on the invoice is determined jointly by the participants who shall remain the joint, several guarantors thereof.

If the seller sells the object along with one or several objects belonging to him alone, he shall be careful to single out the interests of his fellow participants by distinctly designating by name, on his invoice, the object sold on joint account and specifying the price thereof separately.

If the buyer wishes to return the object, the participants are informed thereof immediately, and the object is taken back jointly only if the participants agree on the recovery itself, unless the returning of the object is justified by circumstances or common practice in the trade, in which case, participants are obliged jointly to take back the object.

As the operation is considered as involving the joint ownership of the object with a view to its joint sale, the parties' silence concerning the terms and conditions for liquidating their partnership might entail difficulties apt to lead to the sale of the object by public auction, following a procedure. It is therefore preferable that the parties stipulate, at the outset, the date, terms and conditions of the liquidation of their joint undertaking.

### **III. Commissions owed to intermediaries**

Unless otherwise formally agreed beforehand between the intermediary and the dealer:

1° The percentage has been set at 10%,

2° When the transaction takes place between an individual and a dealer, the commission is owed to the intermediary by the dealer. When it takes place between two dealers, it is generally owed by the buyer. *Under no circumstances is it owed by both parties.*

3° The commission is owed to the intermediary only for transactions in which he has truly played a role and, if subsequently, the persons he has put into contact carry out other transactions, he is entitled to commissions on this new business only inasmuch as he handles them personally and actively; However, if the buyer wishes to pay a commission on the second transaction finalized with these persons and on the following ones, this can take place only pursuant to particular agreements and for personal reasons.

### **IV. Obligation to keep a police book**

All antique-dealers are required to keep a Police book, in accordance with the French Criminal Code :

#### **a) Provisions concerning persons whose professional business activities include the sale and/or exchange of certain items of personal property.**

**Art. R.321.1** - All persons subject to the obligation to keep a register of items of personal property as provided for in the first paragraph of article 321.7 shall be bound to make a prior declaration to the "Préfecture" - Police HQ - or sub-prefecture to which its main place of business answers. In Paris, this declaration must be made to the "Préfecture de Police", or Police HQ.

Failing a fixed place of business open to the public, the place of residence or, failing which, the "commune de rattachement" - district to which it answers - as set out in article 7 of Act n° 69-3 of 3 January 1969, is deemed to be the location of the place of business.

The declaration contains the following information i.e. the name and first names of the party making the declaration, date and place of birth, nationality, place where the profession is normally exercised, status of the firm, and an extract of registration in the Trade and Companies Register.

A receipt for the declaration is handed over, which must be presented on request from the police or "gendarmerie" services, the tax authority, the customs authorities and/or the competition, consumption or fraud squad services.

**Art. R 321.2** – In the case of a change of address of the main place of business, the persons mentioned in article R. 321.1 are bound to make a declaration to the "commissariat de police" - local police-station - or, failing which, to the "Mairie" - Town Hall - both in the place they are leaving and the one in which they are going to set up.

Movement of a secondary place of business must also be declared to the police-station, or, failing which, the Town-Hall of the place where the principal place of business is located.

A receipt for these declarations is given.

**Art. 321.3** – The register of items of personal property provided for in the first paragraph of article 321.7 must include, apart from the description of objects purchased or held for the purpose of sale or exchange :

1° The family name, first names, status and place of residence of each person who has sold, contributed for exchange, or deposited for the purpose of sale, one or several objects, and the nature, number and date of issue of the identity document presented by the physical person who carried out the sale, exchange, or deposit, identifying the authority which drew it up.

2° In the case of a legal entity, the corporate name and registered office of the latter, and the family name, first names, status and place of residence of the representative of the legal entity who carried out the operation on its behalf, with the references of the identification document presented.

The description of each object contains the principle apparent characteristics thereof, and any and all names, signatures, monograms, letters, numbers, serial numbers, emblems and signs of all kinds affixed on it, for the purpose of identifying it.

Objects the unit value of which do not exceed an amount set by an "arrêté" - government order - decided jointly by the Minister of Justice, Minister of the Interior, and the Minister in charge of Trade, and which do not have any artistic or historical interest, may be grouped, and be covered by joint mention and description in the register.

**Art.R.321.4** – Each objected exhibited for sale or held on stock has a serial number.

Objects mentioned in the last paragraph of article R. 321.3 may be set out under a common serial number.

The serial number is set out in the register, and is clearly shown on each object or batch of objects.

*Determination of the number of breaches does not arise from that of the exhibited objects, but from the serial numbers shown on the register*

*(Criminal div. 23 October 1997 : Dr. Pénal 1998, commentary 32, observations Mr. Véron).*

**Art. R.321.5** – The register also contains :

1° The purchase price, or, in the case of exchange, acquisition free of charge or deposit for the purpose of sale, an estimation of the market value of each object or batch of objects.

2° If applicable, an indication of the classification or entry of the object, under the Act of 31 December 1913 concerning listed historical monuments, where the second-hand personal property dealer is informed of the fact.

**Art. R.321.6** – The information set out on the register is entered in indelible ink, with no blanks, scratching out or abbreviations.

The register is given reference numbers and letters and initialized by the "Commissaire de police" or failing which by the Mayor of the "commune" - district - where the place of business open to the public is located.

If the persons mentioned in article R. 321.1 possess several places of business open to the public, a register is kept for each place of business.

If the persons in questions do not possess a fixed place of business open to the public, the register is given reference numbers and letters and initialed by a police inspector or by the Mayor.

The register is kept for a period of five years, as of the date on which it is closed.

**Art. R.321.7** – If the person mentioned in article R. 321.1 is a legal entity, the obligations provided for under the present sub-section are incumbent on the managers of the latter.

**Art. R.321.8** – The model of the register of personal property is determined pursuant to an "arrêté" made jointly by the Minister of the Interior and the Minister in charge of Commerce and Trade.

#### **b) Provisions concerning public events for the purpose of the sale or exchange of certain items of personal property**

**Art. R.321.9** – The register kept concerning any events mentioned in the second paragraph of article 321.7 must include :

1° The family name, first names, status and residence of each person offering for sale or exchange everyday items of second-hand personal property, or purchased from persons other than those who manufacture them, or sell them, and the nature, number and date of issue of the identification document produced by the latter, indicating the authority which drew it up.

2° In the case of a legal entity, the corporate name and registered office of the latter, and the family name, first names, status and residence of the representative of the legal entity at the event, with the references of the identification document presented.

**Art.R.321.10.** – The register must bear reference numbers and letters and be initialed by the police inspector, or, failing which, by the Mayor of the "commune" - district - where the event takes place.

It shall be kept available to the police and "gendarmerie", tax, and customs services, and to the competition, consumption and fraud-squad services throughout the entire period of the event.

At the end of the latter, and at the latest within a time-limit of eight days, it must be deposited at the "Préfecture" or at the "sub-préfecture" of the place where the event takes place.

**Art.R.321.11.** – If the organiser of the event is a legal entity, the obligations provided for under the present sub-section shall be incumbent on the persons managing it.

**Art.R.321.12.** – The model of the register is determined pursuant to an "arrêté" made jointly by the Minister of the Interior and the Minister of Trade and Commerce.