

THE AUSTRALIAN AND NEW ZEALAND ASSOCIATION OF ANTIQUARIAN BOOKSELLERS

CODE OF ETHICS AND PRACTICES

1. Members must guarantee their stock, both for completeness and authenticity, though such a guarantee should not absolve them from the responsibility of collating their books.
2. Description of all material offered for sale must be exact and state all deficiencies, faults, and restorations of all kinds. Members are expected to understand, and to use correctly, the special terminology of the trade. (*Carter's ABC for book collectors* and *Glaister's Glossary of the book* are recommended basic references). Unless the bookseller and the buyer have a contrary agreement, full refund is to be made when the buyer can show that material has been misrepresented. Where material is found to be of false or dubious authenticity, members will not attempt to resell it without making its history clear.
3. Members will ensure that clear title passes to the buyer of any material they handle. They will not consciously buy or try to re-sell stolen or suspect material, and will make all reasonable efforts to ensure that material offered to them is actually the property of the seller. Members will freely cooperate with all efforts to prevent thefts and to recover and return stolen material, and to apprehend people responsible for these thefts; and will take action themselves where appropriate.
4. All material offered for sale is to be clearly marked and priced. Stock being processed, or currently reserved from sale, should be segregated or clearly labelled.
5. It is expected that members will extend all normal and traditional courtesies to other members. A trade discount of 10% in normal circumstances, and the free exchange of catalogues, are both recommended. It is also hoped that, subject to circumstances, members will freely cooperate in the matter of allowing reasonable access to stock.
6. All purchases made by one bookseller from another must be paid for within thirty days unless otherwise agreed. Any article ordered may be returned only if it does not correspond with the seller's description.
7. The supplier must receive the full amount of his/her invoice; therefore all clearing and bank charges shall be charged wholly to the purchaser. All books purchased by one bookseller from another shall be subject to prompt collation by the purchaser and any complaints should be notified within 14 days of receipt, unless special arrangements have been made.

8. When offering books by mail or telephone members should specify whether they are subject to prior sale or available for a stated option period.
9. Members are reminded that any offer they make on books, whether to the trade or the general public, is valid only for immediate transaction unless otherwise agreed.
10. Members should not make offers or valuations over the telephone or by mail without seeing the books, unless they are of small commercial value.
11. Members should recommend other members to the public before non-Association members, where an equivalent service is provided.
12. When books are being despatched, risks of transport are the responsibility of the sender, who should take out appropriate insurance cover. The cost of the insurance should be debited to the recipient.
13. In the case of consignments sent on approval notification of intention to return should be made within 48 hours of receipt unless other arrangements have been made. This period elapsed, the sale shall be deemed concluded. If the consignment is returned postal charges both ways should be made by the prospective purchaser.
14. A member represented at an auction by a colleague should pay him or her immediately unless special arrangements have been made.
15. No member should make a commercial approach to a customer in the premises of another bookseller (whether or not an Association member) without the knowledge and consent of that bookseller.
16. To maintain the standing and prestige of the Association, all complaints or disputes involving members must be resolved in a manner that befits the Association's objectives and principles. Claims against members, or disputes between members, should be referred in writing to the chairman of the Ethics Sub-Committee. Decisions of this Sub-Committee will normally be referred to, and either ratified or cancelled by, the full Committee, which will convey this decision to the disputants. Members will be expected to conform with this decision and to act according to it, although they will retain the right to refer the matter to the adjudication of a special general meeting of the Association: which, subject to any relevant civil legal process, will be final. Members failing to accept this decision will be subject to censure, by suspension from, or expulsion from the Association.