

## PRECIOUS JEWELLERY TERMS AND CONDITIONS

We would like to take this opportunity to welcome you to the Precious Jewellery online shopping experience. Should you choose to browse and use the Precious Jewellery online jewellery department store you agree to be bound by the Precious Jewellery Terms and Conditions and Conditions in conjunction with our Privacy Policy.

These terms govern Precious Jewellery's relationship with you in all aspects within the website and all its contents.

### TERMINOLOGY

Within these Terms and Conditions, Contract, Privacy Policy Statement and disclaimer notice and any or all agreements, the following terminology applies:

"Client", "Customer", "You" and "Your" refers to you, the person accessing this website and accepting Precious Jewellery's Terms and Conditions.

"The Company", "Ourselves", "We", "Us", "Precious Jewellery" refers to our Company The Jewellery Emporium Ltd.

"Party", "Parties", or "Us", refers to both the client and ourselves, or either the client or ourselves. Any use of the above terminology or other words in the singular, plural, capitalisation and/or he/she or they, are taken as interchangeable and therefore as referring to the same.

All Terms and Conditions contained herein are in relation to the products or services and all information provided on our website.

### INFORMATION CONTAINED ON WEBSITE

All information that is contained within this website is for general information purposes only.

Whilst the information is provided by Precious Jewellery, it may be based on information secured from our manufacturers or suppliers. As such, we

endeavour to keep such information up to date and complete, we make no representations or warranties of any kind, expressed or implied, about the accuracy, reliability, suitability or availability with respect to the Precious Jewellery's website or the information, products, services, or related graphics contained on the website for any purpose.

This includes all images, proposed delivery of products or services available from this website.

You acknowledge that any such information and materials may contain errors, omissions or inaccuracies and we expressly exclude liability for any such to the fullest extent permitted by law.

It is therefore your own responsibility to ensure that any products, services or information available through this website meet your specific requirements and that any reliance you place on such information is strictly at your own risk.

This is also the case with any and all forms of contact between the Company and the customer whether via telephone, email or via any other form of digital communication.

## PAYMENT

All Major credit/debit cards and PayPal are acceptable forms of payment for the products and services available from the Precious Jewellery website.

Monetary transactions are dealt with the upmost of confidence and the Company takes all precautions to ensure your payment information is secured. However by accepting these terms and conditions you accept that the Company will not be held liable for breach of such information to the extent that the law will allow.

Payment for products and services available from this website does also not bind the Company to any agreement to supply such items. As such Precious Jewellery reserves the right to refuse any transaction for whatever reason at its own discretion.

# THE CONTRACT BETWEEN US

## **1. GENERAL TERMS**

1.1 When buying goods or services via the internet, you are entering a legally binding contract.

1.2 Payment in full for the price of the goods and services that you order must be received before your order can be accepted.

1.3 Confirmation of your order will be emailed to you by us to the email address provided by you. This is not an Order Acceptance from Precious Jewellery.

1.4 Acceptance of your order takes place when we dispatch your order to you unless we notify you that we do not accept your order, or you have cancelled your order in accordance with clause 3 below.

1.5 You will receive a delivery confirmation email once your order is dispatched.

1.6 On acceptance of your order a legally binding contract between us comes into existence.

1.7 Only persons aged 18 and over are entitled to enter into legally binding contracts and as such are the only people entitled to transact through this site.

## **2. PRICING, PROMOTIONAL DISCOUNTS, GIFT CARD REDEMPTION & COMPETITIONS**

### **2.1 Pricing.**

2.1.1 All prices payable for goods that you order are as set out in our website in £ (Sterling) and all customers will be billed in this currency.

2.1.2 If you purchase from outside the UK, currency fluctuations and charges levied by your bank or card provider may vary from the amount billed by us on your credit/debit card.

## 2.2 Free Delivery.

2.2.1 Free Delivery applies to UK standard delivery only and does not include express/next day delivery options. Such offers may be extended or removed at any time. (see delivery information on [www.precious-jewellery.co.uk](http://www.precious-jewellery.co.uk))

## 2.3 Promotional Discounts.

2.3.1 Precious Jewellery may occasionally offer promotional discounts directly or through third parties which may apply to any, or particularly designated, purchases made through this website.

2.3.2 Any such promotional discounts may only be applied to purchases of full-price items and cannot be used in conjunction with any other offer or discounts, including sale prices.

2.3.3 Where a free gift is offered, availability is only whilst stocks last. Precious Jewellery reserve the right to provide a substitute free gift to equivalent or higher value.

2.3.4 Where a free gift is given with any order, in the instance that any items within the order are returned any free gifts must also be returned.

2.3.5 Where a free gift is given and the order is then returned without the free gift, Precious Jewellery have the right to hold the refund until the free gift is returned.

2.3.6 Promotional Discounts do not apply to purchases of Gift Vouchers or e-vouchers.

## 2.4 Competitions/Prize Draws

2.4.1 Precious Jewellery may run competitions from time to time on our website, social media or other. By submitting your details for entry you are giving Precious Jewellery permission to use your details for future marketing campaigns and mailing lists. We will never pass your details on to a 3rd party. Competitions are open to the UK only unless otherwise

stated.

2.4.2 Competitions are not open to employees of Precious Jewellery, their families, associated agents or anyone else who is directly connected with the creation or administration of such competitions.

### **3. CANCELLATION RIGHTS**

#### 3.1 Cancellation by us

3.1.1 We reserve the right to cancel the contract between you and us if:

3.1.1.1 We have insufficient stock to deliver the goods you have ordered;

3.1.1.2 We do not deliver to your area; or

3.1.1.3 One or more of the items you ordered was listed at an incorrect price due to a typographical error or an error in the pricing information received by us from our suppliers.

3.1.2 If we do cancel your contract we will notify you by email or by telephone, and will credit your account any sum deducted by us from your credit card as soon as possible but in any event within 30 days of your order. We will not be obliged to offer any additional compensation for any disappointment suffered.

#### 3.2 Cancellation by you

3.2.1 Subject to the terms set out below, you may cancel your contract with Precious Jewellery for the goods you order at any time up to fourteen days from the date you receive the goods ordered. You are not required to give us any reason for cancelling your contract nor will you have to pay any penalty. We would value any comments or suggestions that may help us improve our service.

3.2.2 Your right to cancel your contract with us for the ordered goods is subject to:

3.2.2.1 You not having worn or damaged the jewellery.

3.2.2.2 You not having removed any security tags from the item.

3.2.2.3 The item(s) have not been engraved with a bespoke personal message, which due to their unique nature, cannot be exchanged or returned unless they are faulty.

3.2.2.4 All requests for return for refund must be made within 14 days of delivery, and refunds can only be made to the original purchaser's card.

3.2.3 To cancel your contract you must complete the returns form that was included within the delivery of your order and enclose it with the goods you return to us.

3.2.4 Please follow the instructions we have provided to address your package, but don't forget to affix the correct postage before sending.

3.2.5 As you are responsible for the goods until they reach us, it is recommended that you obtain a certificate of posting from the Post Office for any returned items.

3.2.6 Any sum debited from your credit card will be credited to your account as soon as possible and in any event within 30 days of the goods in question being returned by you and received by us in the condition they were in when delivered to you.

3.2.7 If you do not return the goods delivered to you in the way detailed above, we shall be entitled to deduct the direct costs of recovering the goods from the amount to be credited to you.

3.2.8 If you wish to return your item for exchange, as opposed to a refund, please follow the returns policy as laid out above

3.2.9 We will only refund the cost of postage to return an item if you have been sent the incorrect goods or they are faulty or damaged. The refund will only be credited to the card used for the original purchase.

#### **4. DELIVERY**

4.1 Delivery options and charges where applicable are specified on our website. Certain products may incur additional delivery costs when shipped outside of the UK. You will be informed on your receipt of our confirmation of order where this is the case. Please note that it may not be possible for us to deliver to some locations.

4.2 All orders will be delivered to the address you have stated. It is your responsibility to ensure that the delivery address you give us is correct and accurate and that there is somebody to take delivery of the goods from the delivery service used.

4.3 You are the owner of the goods you have ordered when they have been dispatched to you. Once goods have been delivered to you they will be held at your own risk and we will not be liable for any loss or destruction. Signed goods should not be accepted if they appear to have been interfered with and should be opened in the presence of the courier.

4.4 If you choose to access the Precious Jewellery website from locations outside the United Kingdom, you do so on your own initiative and are responsible for compliance with local laws.

4.5 Should your order be returned to us because the courier or postal service could not complete the delivery to you for whatever reason, then you will be responsible for repeat delivery costs.

## **5. LIMITATION OF LIABILITY**

5.1 Should the goods we deliver to you are not as ordered or are damaged or defective or the delivery is of an incorrect quantity, we shall have no liability to you unless you notify us via email of the problem within 7 days of the delivery of the goods in question.

5.2 Should you not receive goods ordered by you within 7 days of the date of your order, we shall have no liability to you unless you have notified us by email or telephone at our contact address within 14 days of the date on which you ordered the goods. If you notify us of a problem under this condition, our only obligation will be, at your option either:

5.2.1 to make good any shortage or non-delivery; or

5.2.2 to replace any goods that are damaged or defective; or

5.2.3 to refund to you the amount paid by you for the goods in question in whatever way we choose.

5.3 Save as precluded by law, we shall have no liability to you for any indirect or consequential loss, damage or expenses (including loss of profits, business or goodwill) howsoever arising out of any problem you notify us of under this condition and we shall have no liability to pay any

money to you by way of compensation other than to refund to you the amount paid by you for the goods in question under clause 5.2.3 above.

5.4 You must observe and comply with all applicable regulations and legislation, including obtaining all necessary customs, import or other permits to purchase goods from our site. The importation or exportation of certain of our goods to you may be prohibited by certain national laws. We make no representation and accept no liability in respect of the export or import of the goods you purchase.

5.5 Nothing in these terms and conditions is intended to limit any rights you might have as a consumer neither under applicable local law or other statutory rights that may not be excluded nor in any way to exclude or limit our liability to you for any death or personal injury resulting from our negligence.

5.6 We cannot be held responsible for any delays once the goods have left us and are in possession of the delivery carrier.

## **6. NOTICES**

Unless otherwise expressly stated in these terms and conditions, all notices from you to us must be in writing and sent by email to our contact address [atsales@precious-jewellery.co.uk](mailto:atsales@precious-jewellery.co.uk) and notices from us to our customers will be displayed on our website from time to time.

## **7. SEVERABILITY**

If any part of these terms and conditions is unenforceable (including any provision in which we exclude our liability to you) the enforceability of any other part of these conditions will not be affected.

## **8. PRIVACY**

If any part of these terms and conditions is unenforceable (including any provision in which we exclude our liability to you) the enforceability of any other part of these conditions will not be affected.



## **9. THIRD PARTY**

9.1 Third Party Rights: Except for our affiliates, directors, employees or representatives, a person who is not a party to this agreement has no right under the UK Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement but this does not affect any right or remedy of a third party that exists or is available apart from that Act.

9.2 Third Party links: From time to time we may include hyperlinks on this Site to other websites or resources operated by parties other than Precious Jewellery including advertisers. Precious Jewellery has not reviewed all of the sites linked to its website and is not responsible for the content or accuracy of any off-site pages nor are we responsible for the availability of such external websites or resources, and do not endorse and are not responsible or liable, directly or indirectly, for the privacy practices or the content of such websites, including (without limitation) any advertising, products or other materials or services on or available from such websites or resources, nor for any damage, loss or offence caused or alleged to be caused by, or in connection with, the use of or reliance on any such content, goods or services available on such external websites or resources.

## **10. GOVERNING LAW**

Each and every transaction carried out is deemed to be completed within the United Kingdom and therefore shall be governed by and interpreted the laws of England and Wales. The terms of this Contract (and any dispute, controversy, proceedings or claims of whatever nature in relation to them) shall be governed and interpreted in accordance with English Law and the English Courts shall have exclusive jurisdiction in relation thereto.

## **11. ENTIRE AGREEMENT**

11.1 This Contract, together with our current website policies, prices, delivery details, contact details, as set out represent the whole of our

agreement relating to the supply of the goods to you by us.

11.2 Save for fraud or fraudulent misrepresentation, we shall have no liability for any representation said by any sales person on our behalf being untrue or misleading and should not be understood as a variation of these terms and conditions or as an authorised representation about the nature or quality of any goods offered for sale by us.

11.3 We make no representations or warranties about the accuracy, completeness or suitability of the information and related graphics published on our website. Whilst we endeavour to ensure that information appearing on our Website is accurate, from time to time our site may contain technical inaccuracies or typographical errors.

## **12. TRADE MARKS & COPYRIGHT**

The Jewellery Emporium LTD is the operator of [www.precious-jewellery.co.uk](http://www.precious-jewellery.co.uk) and all trademarks, product names and Company names or logos sited herein are the property of their respective owners. No permission is given by us in respect of the use of any such brand names, photographs, product names or titles or copyrights and such use may constitute an infringement of the owners' rights.

## **13. EVENTS BEYOND OUR CONTROL**

Precious Jewellery will not be in breach of this Agreement or otherwise liable for any delay in performance if to the extent that any delay or failure is due to circumstances beyond our reasonable control including and without limitation, strikes, lockouts and other industrial disputes, breakdown of systems or network access, flood, fire, explosion or accident.

## **14. OUR RIGHTS**

Precious Jewellery reserves the right to change these Conditions from time to time, and your continued use of the Website (or any part thereof) following such change shall be deemed to be your acceptance of any such

change. It is your responsibility to check regularly to determine whether the Conditions have been changed. Should you not agree to any change to the Conditions then you must immediately stop using the Precious Jewellery Website.

#### **15. ONLINE DISPUTE RESOLUTION**

European legislation requires all E-Commerce retailers to include a link to the European Commission's Online Dispute Resolution platform:

<http://ec.europa.eu/consumers/odr/>.

Precious Jewellery will try to resolve directly any customer issues brought to our attention, therefore please note that we do not use any alternative dispute resolution body and do not agree to using one. Please contact us directly if you any issues you would like to bring to our attention ([sales@precious-jewellery.co.uk](mailto:sales@precious-jewellery.co.uk)).

#### **16. REGISTRATION INFORMATION**

Precious Jewellery

Unit 25 Spinning Gate Shopping Centre,

Ellesmere Street

Leigh

WN7 4PG