



BUSINESS TERMS AND CONDITIONS
VEALE FINE JEWELLERY

BUSINESS TERMS AND CONDITIONS

This Agreement is made between:

- James Veale Jewellery Limited, incorporated and registered in England and Wales with company number 08616216, whose registered office is at Unit 1 The Cam Centre, Wilbury Way, Hitchin, Hertfordshire, England, SG4 0TW, trading as **Veale Fine Jewellery** ("we", "us", "our"); **and**
- **The Customer** ("you", "your").

The Customer wishes to engage Veale Fine Jewellery for the provision of its Products and Services, and Veale Fine Jewellery is willing to provide its Services to the Customer, in accordance with the terms and conditions of this Agreement.

PLEASE READ THIS AGREEMENT CAREFULLY – BY PLACING AN ORDER WITH US, YOU AGREE TO THE FOLLOWING TERMS AND CONDITIONS:

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1. INTERPRETATION

1.1. Definitions

In this Agreement, the following expressions have the following meanings:

“Business Day” means 9:00am to 5:00pm, Monday to Friday (excluding public holidays in England and Wales).

“Deliverables” means all documents, products, and materials developed by Veale Fine Jewellery or its agents, subcontractors, consultants, or employees in relation to the Services provided in any form.

“Document” includes (in addition to any document in writing), any drawing, plan, diagram, design, image, tape, disk, or any other device or record embodying information in any form.

“In-put Material” means all Documents, information, and materials provided by the Customer, relating to the Services.

“Intellectual Property Rights” or **“IPR”** means patents; utility models; rights to inventions; copyright, neighbouring, and related rights; trademarks and service marks; business names and domain names; rights in get-up and trade dress; goodwill, and the right to sue for passing off or for unfair competition; rights in designs; database rights; common coding libraries; rights to use and protective confidentiality of confidential information (including know-how and trade secrets); and all other intellectual property rights, in each case whether registered or unregistered, and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights, and all similar or equivalent rights, or forms of protection, which subsist or will subsist, now or in future, in any part of the world.

“Services” means the jeweller Services to be provided by Veale Fine Jewellery under this Agreement and Schedule 1.

“Subsidiary” has the meaning given in clause 1.13.

“VAT” means value added tax, chargeable under the Value Added Tax Act 1994.

“Veale Fine Jewellery’s Team” means all directors, managers, employees, consultants, agents, and subcontractors engaged in relation to the Services and who are appointed under clause 3.1.8.

- 1.2. References to 'clauses' are to the clauses of this Agreement.
- 1.3. References to 'our website' are to WWW.VEALFINEJEWELLERY.COM – a site maintained by Veale Fine Jewellery.
- 1.4. Schedule 1 forms part of this Agreement and shall have effect as if set out in full in the body of this Agreement. Any reference to this Agreement includes the schedule.
- 1.5. Clauses and paragraph headings shall not affect the interpretation of this Agreement.
- 1.6. Unless the context otherwise requires, words in the singular shall include the plural, and words in the plural shall include the singular.
- 1.7. Any words following the terms 'including', 'include', 'in particular', 'for example', or any similar expression, shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase, or term, preceding or following those terms.
- 1.8. A reference to 'writing' or 'written' includes fax and e-mail.
- 1.9. Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.10. A reference to a 'person' includes a natural person, corporate or unincorporated body (whether or not having a separate legal personality).
- 1.11. A reference to a 'party' shall include that party's personal representatives, successors, and permitted assigns.
- 1.12. A reference to a 'company' shall include any company, corporation, or other corporate body, wherever and however incorporated or established.
- 1.13. A reference to a 'holding company' or a 'subsidiary', means a holding company or subsidiary as defined in section 1159 of the Companies Act 2006, and a company shall be treated for the purposes only of the membership requirement contained in section 1159(1)(b) and (c), as a member of another company, even if its shares in that other company are registered in the name of (a) another person, by way of security or in connection with the taking of security, or (b) its nominee.
- 1.14. A reference to a 'statute' or 'statutory provision' shall include all subordinate legislation made from time to time, under that statute or statutory provision.
- 1.15. Any obligation on a party not to do something includes an obligation not to allow that thing to be done.

2. HOW TO CONTACT US

- 2.1. You can contact us by telephoning us on +447929 117708 or by writing to us at james@vealefinejewellery.com, or Unit 1 The Cam Centre, Wilbury Way, Hitchin, Hertfordshire, England, SG4 0TW.
- 2.2. If we must contact you, we will do so by the telephone number, email address, or postal address you provided to us when placing your order.

3. YOUR ORDER WITH US AND OUR CONTRACT WITH YOU

- 3.1. We will send you confirmation of the order you have placed with us. A contract will come into place from the moment we accept your order.
- 3.2. If we are unable to accept your order, we will inform you of this and will not charge you for the product. Reasons for this may be because:
 - 3.2.1 Our product is out of stock.
 - 3.2.2 Of unexpected limits on our resources which we could not reasonably plan for.
 - 3.2.3 A credit reference we have obtained for you does not meet our minimum requirements.
 - 3.2.4 We have identified an error in the price or description of the product.
 - 3.2.5 We are unable to meet a delivery deadline you have specified.
 - 3.2.6 Any other reason which we shall advise you of in writing.

4. OUR PRODUCTS

- 4.1 The images of the products on our website are for illustrative purposes only. Although we have made every effort to display the colours accurately, we cannot guarantee that a device's display of the colours accurately reflects the colour of the products. It is possible that your product may vary slightly from those images.
- 4.2 We have made every effort to be as accurate as possible, although our products are handmade and therefore all sizes, weights, capacities, dimensions, and measurements indicated on our website and/or in the final design for bespoke items may vary slightly.
- 4.3 The packaging of the product may vary from that shown in images on our website.
- 4.4 If we are making the product to measurements you have provided us, you are responsible for ensuring that these measurements are correct. You can find information and tips on how to measure on our website or by contacting us.
- 4.5 All designs on Veale Fine Jewellery's website and emailed from us, are the company's intellectual property. These designs must not be copied or used, in any way, outside of direct liaison with Veale Fine Jewellery. To do so would be an infringement of UK patent law and we would be entitled to take legal action.

5. YOUR RIGHTS TO MAKE CHANGES

- 5.1 If you wish to make changes to the product you have ordered, please contact us. We will let you know if the change is possible.
- 5.2 If it is possible, we will let you know about any changes to the price of the product, the timing of supply, or anything else which would be necessary as a result of your

requested change, and ask you to confirm whether you wish to go ahead with the change.

- 5.3 If we cannot make the change or the consequences of making the change are unacceptable to you, you may want to end the contract (you can see your rights to end the contract under clauses 10 and 11).

6. OUR RIGHTS TO MAKE CHANGES

- 6.1 We may change the product:

6.1.1 To reflect changes in relevant laws and regulatory requirements; and

6.1.2 To implement minor technical adjustments and improvements.

- 6.2 In addition, we may make the following changes to these terms or the product. If we do, we will notify you. In this instance, you may contact us to end the contract before the changes take effect and receive a refund for any products paid for, but not received.

- 6.3 We may update digital content, provided that the digital content shall always match the description of it that we provided to you before you bought it.

7. PROVIDING THE PRODUCTS

WHEN AND HOW WE WILL PROVIDE THE GOODS AND SERVICES

- 7.1. If the products are goods, we will deliver them to you as soon as reasonably possible, and in any event, we will contact you with an estimated delivery date.
- 7.2. If the products are one-off services, we will begin services on the date agreed with you during the order process.
- 7.3. If the products are ongoing services or a subscription to receive goods, we will supply the services or goods to you until the services are completed, or the subscription expires (if applicable), or you end the contract in accordance with clause 10, or we end the contract by written notice in accordance with clause 15.
- 7.4. Where our service involves bespoke design and manufacturing, time shall not be of the essence to the contract. We will strive to complete orders within 8 weeks; however, this cannot always be met.
- 7.5. Veale Fine Jewellery will provide access to a UK industry standard ring sizer and advise all customers on fit and/or how they can obtain a ring size estimate if the ring is a gift. However, the final decision on ring size is the choice of the customer and once it's been agreed and the deposit paid, the ring will be made to this given ring size.

- 7.6. All finished pieces will be within a ¼ of a size (+ or -) of the specified ring size. Very slight variation will be inevitable in the manufacturing process.
- 7.7. In most instances, Veale Fine Jewellery will adjust the ring size once on the house. Any further alterations will be charged.
- 7.8. No resizing can be offered on full eternity rings, any full set rings, and certain gemstone rings.

DELAYS OUTSIDE OUR CONTROL

- 7.6 We are not responsible for delays outside our control. If these delays occur, we will contact you as soon as possible to let you know and will take steps to minimise the effect of the delay. Provided we do this, we will not be liable for delays caused by the event, but if there is a risk of substantial delay, you may contact us to end the contract and receive a refund for any products you have paid for, but not received.

YOUR INFORMATION MAY BE REQUIRED

- 7.7 We may need certain information from you so that we can supply the products to you, for example, your ring measurements/sizing.
- 7.8 We will contact you to ask for required information. If you do not provide this information within a reasonable time of our request, or if you give us incomplete or incorrect information, we may either end the contract (and clause 15.2 will apply), or make an additional charge of a reasonable sum to compensate us for any extra work that is required as a result.
- 7.9 We will not be responsible for supplying the products late, or not supplying any part of them, if this is caused by you not giving us the information we need within a reasonable time of our request.

8. DELIVERY AND COLLECTION

DELIVERY COSTS

- 8.1. The costs of delivery will be as displayed to you on our website.

COLLECTION BY YOU

- 8.2 If you have asked to collect the products from our premises, you can collect them from us at a pre-arranged time.

IF YOU ARE NOT HOME FOR DELIVERY

- 8.3 If no one is available at your address to take the delivery we will leave you a note informing you of how to re-arrange delivery or to collect the products from a local depot.

IF YOU DO NOT COLLECT OR RE-ARRANGE DELIVERY

- 8.4 If you do not collect the products from us as arranged, or if, after a failed delivery, you do not re-arrange delivery or collect from a delivery depot, we will contact you for further instructions and may charge you storage fees and any further delivery costs.
- 8.5 If, despite our reasonable efforts, we are unable to contact you and are unable to re-arrange delivery or collection, we may end the contract and clause 15.2 will apply.

YOUR LEGAL RIGHTS IF WE DELIVER GOODS LATE

- 8.6 If we miss the delivery deadline for any goods, then this shall not give you any rights to cancel the agreement. Time shall not be of the essence in relation to delivery.

WHEN YOU BECOME RESPONSIBLE FOR THE GOODS/OWN THE GOODS

- 8.7 A product which is goods, will be your responsibility from the time we deliver the product to the address you gave us.
- 8.8 You own a product which is goods once we have received payment in full.

9. WE MAY SUSPEND THE SUPPLY OF PRODUCTS

- 9.1. We may suspend the supply of a product to:
- 9.1.1. Deal with technical problems or make minor technical changes.
 - 9.1.2. Update the product to reflect changes in relevant laws and regulatory requirements.
 - 9.1.3. Make changes to the product as requested by you or notified by us to you (see clause 6).
 - 9.1.4. As required for the needs of our business.
- 9.2. We will contact you in advance to tell you we will be suspending supply of the product, unless the problem is urgent or an emergency.
- 9.3. You may contact us to end the contract for a product if we suspend it or tell you we are going to suspend it, and we will refund any sums you have paid in advance for the product in respect of the period after you end the contract.

- 9.4. If you do not pay us for the products on the date you are required (see clause 12.4), and you still do not make payment within 7 days of us reminding you that payment is due, we may suspend supply of the products until you have paid us the outstanding amounts.
- 9.5. We will not suspend the supply of products where you dispute the unpaid invoice (see clause 12.6).
- 9.6. As well as suspending the products, we may also charge you interest on your overdue payments (see clause 12.5).

10. YOUR RIGHTS TO END THE CONTRACT

- 10.1. You can always end your contract with us. Your rights when you end the contract will depend on what you have bought, whether there is anything wrong with it, how we are performing, and when you decide to end the contract:
 - 10.1.1. Time shall not be of the essence to the agreement unless otherwise agreed in writing by us.

11. YOUR RIGHT TO CHANGE YOUR MIND

- 11.1 For most products bought online, you have a legal right to change your mind within 14 days and receive a refund. These rights, under the Consumer Contracts Regulations 2013, are explained in more detail in these terms.

WHERE YOU MAY NOT HAVE THE RIGHT TO CHANGE YOUR MIND

- 11.2 You do not have the right to change your mind in respect of:
 - 10.3.1 Earrings, these are non-refundable unless faulty.
 - 10.3.2 Jewellery:
 - 10.3.2.1 Veale Fine Jewellery does not re-sell any already worn pieces to ensure the materials in any sold item are in the true condition to when they were brought from trusted suppliers. Due to this and the fact that all pieces are 'made to order', Veale Fine Jewellery does not accept refunds on any item.
 - 10.3.2.2 If you are unhappy with the quality of the finish or the likeness to the final design, Veale Fine Jewellery will endeavour to rectify any issues within reason.
 - 10.3.2.3 Using discretion on an item-to-item basis, Veale Fine Jewellery would consider exchanging an item of jewellery for vouchers of the same value to be spent in-store.

- 10.3.3 Products sealed for health protection or hygiene purposes once these have been unsealed after you receive them.

WHERE THERE IS NO RIGHT TO CHANGE YOUR MIND

- 11.3 If we are not at fault and you do not have a right to change your mind, you can still end the contract before it is completed, but you may have to pay us compensation.
- 11.4 To clarify when a contract is complete:
- 11.4.1 A contract for goods or digital content is completed when the product is delivered, downloaded, or streamed, and paid for.
 - 11.4.2 A contract for services is completed when we have finished providing the services and you have paid for them.
- 11.5 If you would like to end a contract in these circumstances, please contact us to let us know. The contract will end immediately and we will refund any sums paid by you for products not provided, but we may deduct from that refund, or (if you have not made an advance payment) charge you for compensation for the net costs we will incur as a result of your ending the contract.

12. HOW TO END THE CONTRACT WITH US

- 12.1. To tell us you want to end the contract with us, please let us know by doing one of the following:

12.1.1. *PHONE OR EMAIL*

Call us on +447929 117708 or email us at james@vealefinejewellery.com. Please provide your name, home address, details of the order, and where available, your telephone number and email address.

12.1.2. *BY POST*

Write to us with details of what you bought, when you ordered or received it, and your name and address (including any reference or order numbers) advising you wish to cancel. Post it to us at the address found at the top of this document.

13. RETURNING PRODUCTS AFTER TERMINATION OF CONTRACT

- 13.1. If you end the contract for any reason after products have been dispatched to you or you have received them, you must return them to us. You may, at our complete discretion, be entitled to receive a voucher or credit note for the return, however we shall not provide a cash refund.
- 13.2. You must either return the goods in person to where you bought them, post them back to our workshop, The Barn, 19 Hoops Lane, Therfield, Royston, Hertfordshire, SG8 9QH, or (if they are not suitable for posting) allow us to collect them from you.

RETURN COSTS

- 13.3. We will pay the costs of return if:
- 13.3.1. The products are faulty.
- 13.4. In all other circumstances (including where you are exercising your right to change your mind), you must pay the costs of return and we are collecting the product from you, we will charge you the direct cost to us of collection. We may charge for collection.

14. OUR RIGHTS TO END THE CONTRACT

WE MAY END THE CONTRACT IF YOU BREAK ITS TERMS

- 14.1. We may end the contract for a product at any time, by writing to you, if:
- 14.1.1. You do not make any payment to us when it is due, and you still do not make payment within 7 days of us reminding you that payment is due.
- 14.1.2. You do not, within a reasonable time of our request, provide us with information that is necessary for us to provide the products. For example, but not limited to measurements and specifications.
- 14.1.3. You do not, within reasonable time, allow us to deliver the products to you or collect them from us.

15. YOU MUST COMPENSATE US IF YOU BREAK THE CONTRACT

- 15.2. If we end the contract in the situations set out in Clause 14.1, we will refund any money you have paid in advance for the products we have not provided but we may deduct or charge you reasonable compensation for the net costs we will incur as a result of you breaking the contract.
- 15.3. We may write to you to let you know that we are going to stop providing the product. We will let you know and will refund any sums you have paid in advance for products which will not be provided.

16. IF THERE IS A PROBLEM WITH THE PRODUCT

HOW TO TELL US ABOUT PROBLEMS

- 16.1. If you have any questions or complaints about the product, please contact us. You can telephone us on +447929 117708 or write to us at james@vealefinejewellery.co.uk.
- 16.2. We are under a legal duty to supply products that are in conformity with this contract. See the box below for a summary of your key legal rights in relation to the product. Nothing in these terms will affect your legal rights.

17. PRICE AND PAYMENT

- 17.1. The price of the product (which include VAT) will be the price indicated on the invoice sent from us (for bespoke pieces) or order pages online (for non-bespoke items) when you placed your order. We use our best efforts to ensure that the price of the product advised to you is correct. However, please see clause 12.3 for what happens if we discover an error in the price of the product you order.
- 17.2. If the rate of VAT changes between your order date and the date we supply the product, we will adjust the rate of VAT that you pay, unless you have already paid for the product in full before the change in the rate of VAT takes effect.
- 17.3. It is always possible that, despite our best efforts, some of the products we sell may be incorrectly priced. We will normally check prices before accepting your order so that, where the product's correct price at your order date is less than our stated price at your order date, we will charge the lower amount. If the product's correct price at your order date is higher than the price stated to you, we will contact you for instructions before we accept your order.
- 17.3.1. If we accept and process your order where a pricing error is obvious and unmistakeable, and could reasonably have been recognised by you as a mispricing, we may end the contract, refund you any sums you have paid, and require the return of any goods provided to you.
- 17.4. We accept payment via debit and credit card. You must pay for the products, goods, and services before we dispatch them.
- 17.4.1. Veale Fine Jewellery will not start to manufacture any item until a deposit invoice of 50% the sale price has been paid.
- 17.4.2. On receipt of the deposit payment, Veale Fine Jewellery will start to manufacture the final design that was agreed between the customer and Veale Fine Jewellery (which shall be itemised on the invoice).

- 17.4.3. The deposit payment is non-refundable.
- 17.4.4. The final 'balance' payment invoice will be sent on completion of the item and this is due to be paid within 7 days of the invoice being sent.
- 17.4.5. You will be liable to pay the final payment in full before any jewellery is released.
- 17.5. If you do not make any payment to us by the due date, we may charge interest to you on the overdue amount at the rate of 8% a year above the base lending rate of Bank of England from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount.
- 17.6. If you think an invoice is wrong, please contact us promptly to let us know. You will not have to pay any interest until the dispute is resolved. Once the dispute is resolved, we will charge you interest on correctly invoiced sums from the original due date.

18. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

- 18.1. If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of us breaking this contract, or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or, if at the time the contract was made, both we, and you, knew it might happen. For example, if you discussed it with us during the sales process.
- 18.2. A failure or delay by a party to exercise any right or remedy provided under this Agreement, or by law, shall not constitute a waiver of that, or any other, right or remedy.
- 18.3. We do not exclude or limit, in any way, our liability to you where it would be unlawful to do so. This includes, liability for death or personal injury caused by our negligence or the negligence of our employees, agents, or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the products
- 18.4. We only supply the products for domestic and private use. If you use the products for any commercial, business, or re-sale purpose, we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

19. HOW WE MAY USE YOUR PERSONAL INFORMATION

- 19.1. We will only use your personal information as set out in our [Privacy Policy](#).

20. TRANSFER OF RIGHTS AND OBLIGATIONS UNDER THESE TERMS

- 20.1. We may transfer our rights and obligations under these terms, to another organisation.

20.2. You may only transfer your rights or your obligations under these terms, to another person, if we agree to this in writing.

21. THIRD PARTY RIGHTS

21.1. This contract is between you and us. Nobody else has any rights under this contract (except someone you pass you guarantee on to). No other person shall any rights to enforce any of its terms.

22. SEVERANCE

22.1. Each of the paragraphs of these terms operate separately. If any court or relevant authority finds any part of this contract illegal, the rest will remain in full force and continue in effect.

23. DELAYS IN ENFORCING THIS CONTRACT

23.1. If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of you breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you, but we continue to provide the products, we can still require you to make the payment at a later date.

24. GOVERNING LAW

24.1. This Agreement, and any dispute or claim arising out of, or in connection with, it, or its, subject matter or formation (including non-contractual disputes), shall be governed by, and construed in accordance with, the law of England and Wales. Except, if you live in Scotland, you may bring legal proceedings in respect of the products in either the Scottish or the English courts, and if you live in Northern Ireland, you may bring legal proceedings in either the Northern Irish or the English courts.

BY PLACING AN ORDER WITH US, YOU AGREE TO THESE TERMS AND CONDITIONS
