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## **WEBSITE TERMS AND CONDITIONS**

### **VEALE FINE JEWELLERY**

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## WEBSITE TERMS AND CONDITIONS

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**PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING OUR SITE – BY USING OUR SITE, YOU AGREE TO THESE TERMS**

### WHAT'S IN THESE TERMS?

These terms tell you the rules for using our website: [WWW.VEALFINEJEWELLERY.COM](http://WWW.VEALFINEJEWELLERY.COM) (**our site**).

1. *Who we are and how to contact us.*
  2. *By using our site, you accept these terms.*
  3. *There are other terms that may apply to you.*
  4. *We may make changes to these terms.*
  5. *We may make changes to our site.*
  6. *We may suspend or withdraw our site.*
  7. *You must keep your account details safe.*
  8. *How you may use material on our site.*
  9. *Do not rely on information on our site.*
  10. *We are not responsible for websites we link to.*
  11. *User-generated content is not approved by us.*
  12. *Our responsibility for loss or damage suffered by you.*
  13. *How we may use your personal information.*
  14. *Uploading content to our site.*
  15. *Rights you are giving us to use material you upload.*
  16. *We are not responsible for viruses and you must not introduce them.*
  17. *Rules about linking to our site.*
  18. *Which country's laws apply to any disputes?*
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## 1. WHO WE ARE AND HOW TO CONTACT US

- 1.1 Veale Fine Jewellery (“we”, “us”, “our”) provides an exceptionally personal and collaborative experience in designing and creating high-end jewellery.
- 1.2 WWW.VEALFINEJEWELLERY.COM is a site operated by James Veale Jewellery Limited. We are a private limited company trading as Veale Fine Jewellery, whose registered business address is Unit 1 The Cam Centre, Wilbury Way, Hitchin, Hertfordshire, England, SG4 0TW. Our registered company number is 08616216.
- 1.3 To contact us, please email [james@vealefinejewellery.com](mailto:james@vealefinejewellery.com) or telephone us on 07929117708.

## 2. BY USING OUR SITE, YOU ACCEPT THESE TERMS

- 2.1 By using our site, you confirm that you accept these Website Terms and Conditions, and that you agree to comply with them.
- 2.2 If you do not agree to these terms of use, you must **not** use our site.
- 2.3 We recommend that you print a copy of these Website Terms and Conditions for future reference.

## 3. THERE ARE OTHER TERMS THAT MAY APPLY TO YOU

- 3.1 These Website Terms and Conditions refer to the following additional terms, which also apply to your use of WWW.VEALFINEJEWELLERY.COM:
  - 3.1.1 [Our Privacy Policy](#); and
  - 3.1.2 [Our Cookies Policy](#)

## 4. WE MAY MAKE CHANGES TO THESE TERMS

- 4.1 These Website Terms and Conditions were last updated on 30<sup>th</sup> June 2020.
- 4.2 We keep our terms of use under regular review and may amend these from time to time. Every time you wish to use our site, please check to ensure you understand the terms of use that apply at that time.

## 5. WE MAY MAKE CHANGES TO OUR SITE

- 5.1 We may update and change our site from time to time to reflect changes to our products, services, our user’s needs, and our business priorities.
- 5.2 We will try to give you reasonable notice of any major changes.

## 6. WE MAY SUSPEND OR WITHDRAW OUR SITE

6.1 WWW.VEALFINEJEWELLERY.COM is made available free of charge. We do not guarantee that our site, or any content on it, will always be available or be uninterrupted. Veale Fine Jewellery may suspend, withdraw, or restrict the availability of all, or any part of our site for business and operational reasons.

6.2 We will try to give you reasonable notice of any suspension or withdrawal.

6.3 You are also responsible for ensuring that all persons who access our site through your internet connection are aware of these Website Terms and Conditions, and other applicable terms of use of our site, and that they comply with them.

## 7. YOU MUST KEEP YOUR ACCOUNT DETAILS SAFE

7.1 If you choose, or are provided with a user identification code, password, or any other piece of information as part of our security procedures, you must treat such information as confidential. You must **not** disclose it to any third party.

7.2 Veale Fine Jewellery has the right to disable any user identification code or password (whether chosen by you or allocated by us) at any time, if in our reasonable opinion, you have failed to comply with any of the provisions of these Website Terms and Conditions.

7.3 If you know or suspect that anyone (other than you) knows your user identification code or password, you must promptly notify us.

## 8. HOW YOU MAY USE MATERIAL ON OUR SITE

8.1 Veale Fine Jewellery is the owner/licensee of all intellectual property rights in WWW.VEALFINEJEWELLERY.COM, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

8.2 You may print one copy, and may download extracts, of any page(s) from our site for your personal use, and you may draw the attention of others within your organisation to content posted on our site.

8.3 You must **not** modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must **not** use any illustrations, photographs, video or audio sequences, or any graphics separately from any accompanying text.

8.4 Our status (and that of any identified contributors) as the authors of content on our site must always be acknowledged.

8.5 You must **not** use any part of the content on our site for commercial purposes, without obtaining a licence to do so from us or our licensors.

8.6 If you print, copy, or download any part of our site in breach of these Website Terms and Conditions, your right to use our site will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

## **9. DO NOT RELY ON INFORMATION ON OUR SITE**

9.1 The content on WWW.VEALFINEJEWELLERY.COM is provided for general information only; it is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking or refraining from any action on the basis of the content on our site.

9.2 Although we make reasonable efforts to update the information on our site, we make no representations, warranties, or guarantees (whether express or implied) that the content on our site is accurate, complete, or up to date.

## **10. WE ARE NOT RESPONSIBLE FOR WEBSITES WE LINK TO**

10.2 Where our site contains links to other sites and resources provided by third parties, these links are provided for your information only. Such links should not be interpreted as approval by us of those linked websites or information you may obtain from them.

10.3 Veale Fine Jewellery has no control over the contents of those sites or resources.

## **11. USER-GENERATED CONTENT IS NOT APPROVED BY US**

11.1 WWW.VEALFINEJEWELLERY.COM does not include any third-party content at the time of writing these terms. If there is ever content featured on our website from a third party, we shall take no responsibility whatsoever for these materials, further, these materials have not been verified or approved by Veale Fine Jewellery. The views expressed by other users on our site do not represent our views or values.

11.2 Please contact us if you wish to complain about information and materials uploaded by other users.

## **12. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU**

### **12.1 Whether you are a consumer or a business user:**

12.1.1 Veale Fine Jewellery does 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, and for fraud or fraudulent misrepresentation.

12.1.2 Different limitations and exclusions of liability will apply to liability arising as a result of the supply of any product or service to you.

### **12.2 If you are a business user:**

12.2.1 Veale Fine Jewellery excludes all implied conditions, warranties, representations, or other terms that may apply to WWW.VEALFINEJEWELLERY.COM or any content on it.

12.2.2 We will not be liable to you for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under, or in connection with, the use of, or inability to use, our site; or the use of, or reliance on, any content displayed on our site.

12.2.3 In particular, Veale Fine Jewellery will not be liable for loss of profits, sales, business, or revenue; business interruption; loss of anticipated savings, business opportunity, goodwill, or reputation; or any indirect or consequential loss or damage.

**12.3 If you are a consumer user:**

12.3.1 Please note, we only provide our site for domestic and private use. You agree not to use our site for any commercial or business purposes, and we have no liability to you for any business interruption or loss of profit, business, or business opportunity.

12.3.2 If defective digital content that Veale Fine Jewellery has supplied, damages a device or digital content belonging to you, and this is caused by our failure to use reasonable care and skill, we shall not be responsible to you for any losses whatsoever.

### **13. HOW WE MAY USE YOUR PERSONAL INFORMATION**

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

### **14. UPLOADING CONTENT TO OUR SITE**

14.1 Whenever you make use of a feature that allows you to upload content to WWW.VEALFINEJEWELLERY.COM, or to make contact with other users of our site, you must comply with the content standards set out in this, and all other policies on our site.

14.2 You warrant that any such contribution does comply with those standards, that you will be liable to Veale Fine Jewellery and indemnify us for any breach of that warranty. This means you will be responsible for any loss or damage we suffer as a result of your breach of warranty.

14.3 Any content you upload to WWW.VEALFINEJEWELLERY.COM will be considered non-confidential and non-proprietary. You retain all ownership rights in your content, but you are required to grant Veale Fine Jewellery a limited licence to use, store, and copy that content, and to distribute and make it available to third parties.

14.4 Veale Fine Jewellery has the right to remove any posting you make on our site, if in our opinion, your post does not comply with the content standards set out in our policies.

14.5 We also have the right to disclose your identity to any third party who is claiming that any content posted or uploaded by you to our site, constitutes a violation of their intellectual property rights, or of their right to privacy.

14.6 You are solely responsible for securing and backing up your content.

## **15. RIGHTS YOU ARE GIVING US TO USE MATERIAL YOU UPLOAD**

15.1 When you upload or post content to WWW.VEALEFINEJEWELLERY.COM, you grant Veale Fine Jewellery the rights to use that content.

## **16. WE ARE NOT RESPONSIBLE FOR VIRUSES AND YOU MUST NOT INTRODUCE THEM**

16.1 We do not guarantee that our site will be secure or free from bugs or viruses.

16.2 You are responsible for configuring your information technology, computer programmes, and platform to access our site. You should use your own virus protection software.

16.3 You must **not** misuse our site by knowingly introducing viruses, trojans, worms, logic bombs, or other material that is malicious or technologically harmful.

16.4 You must **not** attempt to gain unauthorised access to our site; the server on which our site is stored; or any server, computer, or database connected to our site.

16.5 You must **not** attack our site via a denial-of-service attack or a distributed denial-of service attack.

16.6 By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. Veale Fine Jewellery will report any such breach to the relevant law enforcement authorities and will co-operate by disclosing your identity to them.

16.7 In the event of such a breach, your right to use our site will cease immediately.

## **17. RULES ABOUT LINKING TO OUR SITE**

17.1 You may link to the home page of our site, provided you do so in a way that is fair and legal, and does not damage our reputation or take advantage of it.

17.2 You must **not** establish a link in such a way as to suggest any form of association, approval, or endorsement on our part where none exists.

17.3 You must **not** establish a link to our site in any website that is not owned by you.

17.4 Our site must **not** be framed on any other site, nor may you create a link to any part of our site, other than the home page.

17.5 Veale Fine Jewellery reserves the right to withdraw linking permission without notice.

17.6 If you wish to link to, or make any use of any content on WWW.VEALEFINEJEWELLERY.COM (other than that set out above), please contact us.

## **18. WHICH COUNTRY'S LAWS APPLY TO ANY DISPUTES?**

- 18.1 If you are a consumer, please note that these terms of use, their subject matter and formation, are governed by English law. We both agree that the courts of England and Wales will have exclusive jurisdiction.
- 18.2 If you are a business, these terms of use, their subject matter and formation (and any non-contractual disputes or claims) are governed by English law. We both agree to the exclusive jurisdiction of the courts of England and Wales.

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