

TERMS OF SALE

It is important that you read these Website Terms of Sale ("Terms of Sale") carefully before ordering any products from our Website ("Product(s)"). Together with our [Privacy Policy](#) and our [Terms of Use](#), they govern our relationship with you in relation to this Website and your purchase of Product(s) from the Website.

If you have any questions about them or do not wish to accept them, please contact us by emailing concierge@heirloom.london or phone 0044 207 952 1797 before continuing.

Please click on the button marked "Continue to Checkout" at the Order Confirmation section of the Website before placing your order with us ("Order") to show that you accept them. Please understand that if you refuse to accept these Terms of Sale, you will not be able to order any Product(s) from our Website.

Heirloom will provide Goods according to these Conditions, which form the contract between us and the Buyer ("you", "your", "Buyer") in relation to the sale of Goods and provision of Services. These Conditions represent the whole of the agreement between Heirloom and the Buyer in relation to provision of the Services. They supersede any other conditions previously issued including your standard conditions of purchase or any other conditions which you may purport to apply under any purchase order or confirmation of order or any other document.

1. OUR DETAILS

- 1.1. We ("We", "Us" and "Heirloom") are Heirloom London Ltd, a company registered in England and Wales at Companies House. Our registered office is Thavies Inn House, 3-4 Holborn Circus, London, EC1N 2PL and our registered number is 8777319. Our VAT number is 175 397 371. You can contact us by email at concierge@heirloom.london or phone 0044 207 952 1797.
- 1.2. The Website to which these Terms of Sale apply and for which we are responsible is <http://www.heirloom.london>.

2. WHO CAN PURCHASE FROM US?

To purchase from us you must be over 18 and resident in the United Kingdom. For online purchases, we can only ship to the UK. If you are not resident in the UK or would like to ship to a country other than the UK, please call us on 0044 207 952 1797.

3. HOW YOUR CONTRACT WITH US IS FORMED

Orders are submitted via the Website in the following way:

Once you are ready to make a purchase, click on 'Add to Bag' to add the Product you wish to purchase to your Shopping Bag. Then proceed by clicking 'Continue to Checkout' to log into our secure servers to complete your Order.

4. TERMS OF SALE

- 4.1. You must, confirm your address and input your payment details. You may check and correct any input errors in your Order up until the point at which you submit your Order by clicking on the 'Complete Purchase and Pay' button.- It is your responsibility to ensure that your Order is correct before submitting it to us and we will not be responsible for any mistakes you make and shall not be obliged to refund money to you in the case of your mistake unless we have not yet shipped the item to you and the reversal of the charge can be done without cost to us. If you have any problems with your Order, please call us on 0207 952 1797.
- 4.2. All Orders are subject to acceptance by us. We are not obliged to accept your Order and may, at our discretion, decline to accept your Order, in which case we will notify you of this by email to the address you provided to us on your Order.

- 4.3. When we receive your Order, we will then send you an email ("confirmatory email") to acknowledge that we have received it. This is sent out automatically by us to the email address you register with us. Your Order constitutes an offer by you to buy the Product(s) at the price set out in the Order. By clicking on the 'Confirm Purchase and Pay' button, you agree to us debiting your payment card with the price set out in the Order in payment pay for the Product(s) in the event your Order is accepted by us.
- 4.4. After sending you the confirmatory email we will check to make sure we are able to fulfil your Order.
- 4.5. At this stage we may contact you in order to answer any questions or queries on your Order and check the details you have given us relating to sizing and personalisation. PLEASE NOTE we are unable to have your engagement ring made up without these details. We add these details to your Order and then confirm to you whether we can supply your Order.
- 4.6. Where we accept your Order, we will confirm it by sending you a second email ("Dispatch Email") confirming the Order, confirming dispatch of the Product(s) to the delivery address you have requested and giving you estimated timescales for delivery and for contacting you to confirm final delivery details. This is sent out automatically by us to the email address you register with us. At this point we will process the payment details you have given to us to take payment for your Order.
- 4.7. We are only obliged to provide you with the product(s) on your Order and whose dispatch has been confirmed in the Dispatch Email. We will not be obliged to supply any other Product(s) which may have formed part of your Order until the dispatch of such Products has been confirmed in a separate Dispatch Email.
- 4.8. You should check both the confirmatory email and the Dispatch Email for accuracy and let us know immediately if there are any errors.
- 4.9. If there are any problems with your Order, you will be contacted by Heirloom London.

5. PRICE AND PAYMENT

- 5.1. Prices and delivery costs are liable to change at any time, but such changes will not affect Orders which we have already confirmed in a Dispatch Email unless it is reasonable for us to do so (for example because of the method of carriage you have requested or place for delivery).
- 5.2. Prices are checked regularly. However, if we find the price has changed or that there has been a pricing error when we receive your Order we will contact you and ask if you wish to proceed at the current correct price. If you confirm that you do wish to proceed, please remember that we will still not be under an obligation to supply the Product(s) until we have sent you the Dispatch Email confirming your Order.
- 5.3. The prices for the Products indicated on our Website at checkout include all taxes, including VAT, which may be payable in respect of the Product(s) and delivery.
- 5.4. Payment is processed by Stripe, on their own secure platform. No payment details are retained by us. See our privacy policy for more information.

6. TERMS OF SALE

Your items in your Shopping Bag.

- 6.1. All payments must be received in full prior to dispatch of the Product(s) to you.
- 6.2. Payment for all Product(s) must be by credit or debit card. We accept payment with Visa, MasterCard, American Express and Maestro cards. If we are unable to accept your Order for any reason then we will, at our option, either reject your debit or credit card or refund any money paid by you in respect of that Order
- 6.3. Please note, it is possible that your card issuer may charge you an online handling fee or processing fee. We are not responsible for this and we will pass on this charge to you as required by your card issuer.

- 6.4. For payment by card, all credit and debit cardholders may be subject to authorisation and authentication. If the issuer of your payment card or our service provider refuses to, or does not for any reason authorise or validate the payment, we will not be liable in these circumstances for any delay or non-delivery in respect of the Product(s) which you have ordered as a result.
- 6.5. By providing the relevant information to us, you specifically authorise us to transmit or to obtain information about you from third parties from time to time, including but not limited to your name, address, telephone number, debit or credit card details or credit reports, to authenticate your identity and delivery address for the Product(s), validate your payment card and obtain authorisations for your payments for Product(s).

7. WARRANTIES

Heirloom warrants that the Goods will at the time of delivery correspond to the description given by Heirloom in the confirmatory order and are of appropriate quality and made from the materials specified in the confirmatory order.

8. DELIVERY, ACCEPTANCE, TITLE AND RISK

- 8.1. We aim to deliver Product(s) to you, to the delivery address you have requested in your Order within the time set out in our Dispatch Email but we cannot give an exact delivery date.
- 8.2. If we have not delivered the Product(s) within 30 days of the Contract or any other date that we have agreed with you then you may cancel the Contract and we will refund any money paid by you.
- 8.3. All shipping is fulfilled by Royal Mail Next Day Special Delivery before 1pm. Some UK locations are not guaranteed for Next Day and instead will be two working days. It is your responsibility to check that there is sufficient time for delivery of the products when you place your Order with Us
- 8.4. We can only deliver Product(s) to addresses within the United Kingdom. To inquire about deliveries to addresses outside of the United Kingdom, including the Channel Islands, please email concierge@heirloom.london (closed on weekends and public holidays).
- 8.5. You are deemed to have accepted the products on delivery of them to you.
- 8.6. Ownership and risk in the product(s) passes to you on delivery of them to you. You are responsible for ensuring that the products are insured from delivery, including for any period of inspection set out below.

9. DAMAGED OR DEFECTIVE PRODUCT(S)

- 9.1. Our engagement rings are guaranteed for 5 years against defective workmanship.
- 9.2. You are expected to carry out a thorough inspection of your Product(s) within 48 hours of delivery and give written notification to Heirloom within 3 working days of delivery of the products of any defects which a reasonable examination would have revealed.
- 9.3. If the product(s) are found to be damaged prior to delivery to you, or defective (through no fault of your own wearing or use), we will repair or replace the product(s) or refund the price paid by you, including any delivery charges you paid, provided that you have not worn or used and damaged the product(s). If you would prefer repair or replacement of the product(s) please contact us and we will replace the item at no extra charge to you where this is reasonably practicable.
- 9.4. We will either refund the cost of the return of the item to us by you or send you a prepaid parcel which you can use to return the damaged or defective item to us.
- 9.5. Providing you use Royal Mail Next Day Special Delivery before 1pm service at the correct value, and advise us of shipping details, we will provide insurance for item return.

- 9.6. Products made to order or personalised (which includes sizing of rings) cannot be refunded even if defective, but will be repaired and re-supplied to you.
- 9.7. Incorrect sizes are not considered to be 'defective products' unless the actual size of the product does not conform to the standard measurement of the stated size.
- 9.8. Nothing in this section affects your legal rights.

10. PRODUCT INFORMATION

Whilst we have taken reasonable steps to depict Product(s) as accurately as possible through the photographs and other images featured on the Website, some items may appear slightly larger or smaller than actual size due to screen defaults and photography techniques. Other items may be represented at a larger than actual size in order to clearly show details, or smaller than actual size in order to show the entire item. We make no representations about the size of items by reference to photos, only in relation to measurements. Additionally, the detailing (such as metal colour, pattern and texture, etc.) you see on-screen will depend on your monitor and certain naturally occurring variations and as such images, may not exactly reflect the actual detailing of a product when you receive it. We are not responsible for any variation in colours of metals, stones or other elements of products and jewellery we supply whether between the images you have seen on screen or samples we have shown you.

11. LIMITATION OF LIABILITY

These Terms of Sale do not exclude our liability (if any) to you for:

- 11.1. personal injury or death resulting from our negligence;
- 11.2. fraud or fraudulent misrepresentation;
- 11.3. for breach of any obligations implied by section 12 of the Sale of Goods Act 1979 or
- 11.4. section 2 of the Supply of Goods and Services Act 1982;
 - 11.4.1. under Part 1 of the Consumer Protection Act 1987; or
 - 11.4.2. for any matter which it would be illegal for us to exclude or to attempt to exclude our liability.
- 11.5. Subject to this, in no event shall we be liable to you for any losses and we shall only be liable to you for losses which you suffer as a result of a breach of these Terms of Sale by us and our liability will be limited to the purchase price of the product you purchased
- 11.6. We are not responsible for any delay in, or failure of, performance of our obligations under these Terms of Sale arising from any cause beyond our reasonable control including any of the following: act of God, governmental act, war, fire, flood, explosion or civil commotion, failure in information technology or telecommunications services, failure of a third party (including failure to supply data), health epidemic or pandemic and/or industrial action.

Please note that nothing contained in these Terms of Sale in any way affects your statutory rights.

12. YOUR RIGHT TO CANCEL

- 12.1. Where the Buyer has bought ready-made Goods online from Heirloom, you may cancel the order within 14 days of delivery of it and Heirloom will provide a refund upon return of the Goods to Heirloom PROVIDED THAT the Goods have NOT been;
 - 12.1.1. worn, cleaned and/or damaged (whether by accident or deliberately) and the Goods and/or the packaging are fit for reuse;
 - 12.1.2. personalised sized or remodelled for the Buyer and/or at the Buyer's request.
 - 12.1.3. Tampered with, exchanged or replaced in the case of loose precious or semi-precious stones.
- 12.2. Where you wish to cancel before you have received the product(s), we will return any payment made to you and cancel your Order. If you wish to cancel after you have

received the products, you are required to return products to Heirloom by courier or special delivery post which must be signed for by Heirloom and must insure them for their full replacement value. Within 14 days of receipt of the products and provided they are not worn or damaged and are in a saleable condition, we will refund the money paid for the product(s) to the card you paid with.

- 12.3. In the event that the Goods are not returned or not received by us, no refund will be given. In the event that we agree to arrange for return of the Goods to it, we shall be entitled to deduct the cost of returns from the price refunded to you.
- 12.4. Where the Goods are proven to be defective;
 - 12.4.1. you may return the Goods to us as per clause 9.4. In the event that the Goods are not returned or not received by Heirloom, no refund will be given.
- 12.5. Where Goods are returned for any reason (including for any statutory reason) we shall be entitled to deduct such sums as are reasonable for the amount the Goods have diminished in value as a result of you handling or wearing the Goods beyond what is reasonably necessary to establish their nature, characteristics and function.
- 12.6. There is no right of return and/or refund where products have been;
 - 12.6.1. worn, cleaned and/or damaged (whether by accident or deliberately) and/or the packaging is not fit for reuse;
 - 12.6.2. sourced specifically for you or at your request;
 - 12.6.3. personalised, sized to order or made bespoke in accordance with your instructions
 - 12.6.4. remodelled to a new design and/or combined with a pre-existing product and have therefore become mixed inseparably with new goods.

13. OTHER INFORMATION OF WHICH YOU NEED TO BE AWARE

- 13.1. You should download a pdf version of these Terms of Sale.
- 13.2. These Terms of Sale and any document expressly referred to in them represent the entire agreement between us in relation to the subject matter of our contract with you.
- 13.3. The formation, existence, construction, performance, validity and all aspects whatsoever of these Terms of Sale or of any term of these Terms of Sale will be governed by the law of England and Wales.
- 13.4. The English and Welsh courts will have non-exclusive jurisdiction to settle any disputes which may arise out of or in connection with these Terms of Sale or use of the Website.
- 13.5. If any provision of these Terms of Sale is found to be invalid or unenforceable by a court, it will be deleted from the rest of these Terms of Sale which shall remain unaffected.
- 13.6. No delay or failure by us to exercise any powers, rights or remedies under these Terms of Sale will operate as a waiver of them, nor will any single or partial exercise of any such powers, rights or remedies prevent any other or further exercise of them.
- 13.7. A person who is not a party to a contract governing the Terms of Sale between you and us is not entitled to enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999 except where these Terms of Sale expressly provide for such rights.
- 13.8. All notices given by you to us must be given in writing to the address set out at the beginning of these Terms of Sale. We may give you notice at either the email or postal address you provide to us when placing an Order.