

HEIRLOOM LONDON LTD – TERMS OF BUSINESS

1. ABOUT US AND OUR TERMS:

We are Heirloom London Ltd of 47 Lexington Street and these are the only Terms of business under which we will provide Our Services and/or Products to You. We don't accept changes or amendments to these terms even if you send them to us and we will not process any order for Products or provide any Services until You have accepted these Terms, so please read these Terms carefully before making payment or clicking "ACCEPT".

If you have any questions about our Service or Products or these Terms please contact us by emailing concierge@heirloom.london or phone (+44) 0207 952 1797.

2. ABOUT YOU

You warrant to Us that the name Your identification documents and contact details You have provided to Us are genuine and accurate. By accepting these Terms, You confirm that You are aged over 18 and resident in the United Kingdom. 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. DESCRIPTION OF OUR PRODUCTS AND OUR SERVICES

The following phrases in these Terms have the meanings shown below:

"Bespoke Pieces" means unique jewellery created for You by Us using Our Design Services and/or Our Remodelling Services and including ring resizing.

"Client Services" means evaluating Products; advising on suitability of Products; identifying Products for You to buy; advising and guiding You through the buying process for Products. This is a paid service only; it does not include general advice about jewellery and does not include buying pieces for you speculatively.

"Retainer Fee" means the upfront payment that We require You to pay to Us prior to engaging Us to provide Client Services and/or Remodelling Services to You.

"Design Services" means creative advice and concept development for design of a bespoke piece of jewellery for You according to an agreed Specification.

"Order" a request by You for Services or Products from Us, whether made online or face to face.

"Products" includes Bespoke Pieces, Rocks and Signature Pieces or any of them.

"Remodelling Services" means evaluating Your Jewellery; advising on suitability of Your Jewellery for remodelling, resizing and/or alteration of any kind.

"Rocks" any precious or semi-precious gemstone, stone, organic gem, centrepiece of jewellery or equivalent that We supply to You.

"Services" means Client Services, Design Services or Remodelling Services or any of them.

"Signature Pieces" items of jewellery that We keep in stock and may sell to You.

"Specification" means the description We agree with You for Design Services or Remodelling Services

"Your Jewellery" means any existing piece of jewellery and/or Rocks You own and provide to Us.

4. PLACING AN ORDER WITH US

For Design Services and Remodelling Services:

- a) Prior to engaging our Services You must pay Us the Retainer Fee invoiced to You by bank transfer, credit or debit card as set out below.
- b) Once We receive payment of the Retainer Fee, Our engagement by You will begin and We will send a proposal setting out estimated prices and timescales for Our Services and/or supply of any Products to You. Based on the Proposal, You may place an Order.

For all Services and Signature Pieces Bought Online

- c) Where you engage our Services or buy Products online, when you 'checkout', You must confirm your address and input Your payment details. You may check and correct any errors in your Order up until the point at which you submit your Order by clicking 'complete purchase'.
- d) All Orders are subject to acceptance by us. We are not obliged to accept Your Order and may, in Our absolute discretion, decline it, in which case We will notify You by email that Your Order is not accepted.
- e) If We accept your Order, we will send you an email to acknowledge that We have received it which will confirm the Products and/or Services We will provide and the cost of them ("Confirmation"). By clicking on the 'confirm purchase' (or signing Our Confirmation if payment is made by You in person), you accept to buy the Products and/or Services from Us for the price shown in the Confirmation and You agree to Us processing Your payment.
- f) It is solely 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 mistake. The exception to this is where We have not yet shipped the Product to You and the reversal of the Order can be done without cost to us, or, where We have not yet provided any Services to You.

5. RETURNS & YOUR RIGHT TO CANCEL

- a) Where You have ordered Signature Pieces from Us, You may cancel the order within 14 days of delivery of them to You and We will provide a refund to You within 14 days of receipt of the Signature Piece from You PROVIDED THAT the Signature Pieces and/or Rocks have NOT been; worn, cleaned and/or damaged (whether by accident or deliberately) and the Goods and/or the packaging are fit for reuse; personalised sized or remodelled for You in any way; Rocks have not been tampered with, exchanged or replaced in respect of Rocks.
- b) There is no right of return and/or refund where Product(s) have been made, sized or sourced for You or in any way personalised; where Product(s) have been worn, cleaned and/or damaged (whether by accident or deliberately) and/or the packaging is not fit for reuse; remodelled to a new design and/or combined with Your Jewellery or Signature Pieces and have therefore become mixed inseparably.

6. PRICE AND PAYMENT

- a) The Retainer Fee is payable up front for Client Services and is non-refundable.
- b) Prices and delivery costs are set out in the Confirmation. Payment for Bespoke Pieces may be made by You in two instalments at Our discretion. Invoices for Services and/or Product(s) will be sent to You by email and are payable on presentation.
- c) No Products will be despatched or provided and no Services will be undertaken unless We have sent You a Confirmation and payment of Our current invoice has been made in full to Us by You. Other than as described above, once You have engaged Us to provide Services or Products, You cannot cancel this contract and these Terms will apply. By accepting these Terms paying for Our Product(s)/Services You waive any statutory cancellation rights You may otherwise have.
- d) Payment for Bespoke Pieces, Rocks and Services must be made by bank transfer or card in Sterling to the account shown on Our invoice to You without deduction or set-off. You must pay any bank transaction fees due on payment by You.
- e) Payment for Signature Pieces and any online purchases made via Our website must be made by Your credit or debit card. We accept payment with Visa, MasterCard, American Express and Maestro cards and We will charge You for any online handling fee or processing fee charged to Us by Your card issuer.
- f) Payment is processed for Us by Stripe, on its secure platform. No payment details are retained by Us. See our privacy policy <<here>> for more information.
- g) Your card may be subject to authorisation and authentication and this is beyond Our control. 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 for any delay or non-delivery in respect of the Product(s) and/or Services to which the payment relates.
- h) If we are unable or unwilling to provide the Products and/or Services to You for any reason after We have processed the payment, then we will, at Our option, either reject Your payment or refund any money paid by You in respect of those Product(s) and/or Services.

7. DELIVERY, TITLE & RISK

- a) We aim to deliver Product(s) to You by the Date shown in the Confirmation but Time is NOT of the essence in relation to Your Order. It is your responsibility to check that there is sufficient time for delivery of the Products and/or Services when you place Your Order with Us
- b) When ready, Products will be delivered to You 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. When delivery is made, we cannot and do not guarantee any delivery times even if you have requested and paid extra for delivery on a named date and we are not responsible for late or non-delivery by the delivery agent.
- c) Ownership and risk in the Product(s) passes to you on delivery to You. You are responsible for ensuring that the Product(s) are insured from the time of delivery to You, including for any period of inspection.

8. INSPECTION & ACCEPTANCE – DAMAGED/DEFECTIVE PRODUCT(S)

- a) You are expected to carry out a thorough inspection of your Product(s) on delivery and give written notice and photographic evidence of the damage/defect to the Product(s) to Heirloom within 3 working days of delivery of the Product(s) to You. No returns can be accepted without notice of defect or damage as described.
- b) You must return Product(s) You claim to be damaged/defective to Us via Royal Mail Next Day Special Delivery and advise Us of the tracking number. On receipt of the Product(s) from You, We will carry out an inspection of it/them and if the Product(s) are found to have been damaged prior to or during delivery to You, or defective (through no fault of your own including by use or wearing), We will repair or replace them but We are not legally obliged to refund the price paid by You for Bespoke Pieces and We will not refund You any money for Rocks without independent evaluation and verification that they are the same Rocks as We supplied to You and that the damage/defect was not caused by Your actions. We will not accept any worn or changed Products from You.
- c) Incorrect sizing is not considered to be 'defective products' unless the actual size of the product does not conform to the standard measurement of the size stated on the Confirmation or if We have measured the digit the ring will be worn on.
- d) Nothing in this section affects your legal rights.

9. GUARANTEE & WARRANTIES

- a) PLEASE NOTE: Whilst We have taken reasonable steps to depict Product(s) as accurately as possible through the photographs and other images featured on Our 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 and give no warranty in relation to 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.
- b) We warrant that where possible, We will provide You with such appraisals or reports for Products as We are issued with on acceptance of the Products by You.
- c) Our Bespoke Pieces are guaranteed for 10 years against defective workmanship.
- d) We do not warrant that Your Jewellery will be unharmed by remodelling Services We provide as We cannot know the age, quality or previous use made of Your Jewellery and We cannot know any inherent defects in Rocks comprised in Your Jewellery. We give no guarantees in respect of any materials comprised in Your Jewellery, unless We have provided them
- e) We do not warrant that any Products will be suitable for any purpose or use other than set out in the Confirmation.
- f) You warrant to Us that the card You use to make payment is genuine and belongs to You.
- g) You warrant to Us that Your Jewellery and any Rocks You provide to Us belong to You without any lien or encumbrance and with full title.

10. INSURANCE & LIMITATION OF LIABILITY

- a) We will insure Your Jewellery and/or the Products whilst they are in Our possession and whilst in transit to You. If the value of Your Jewellery or the Product(s) exceeds £90,000, we will charge You (and You agree to pay) any additional costs we incur in ensuring that Our insurance covers those items whilst they are in Our possession. We may also ask and You will provide Us with confirmation of insurance for Your Jewellery at any time whilst is in Our possession.
- b) These Terms do not exclude our liability (if any) to you for personal injury or death resulting from Our negligence; fraud or fraudulent misrepresentation; for breach of any obligations implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; under Part 1 of the Consumer Protection Act 1987; or for any matter which it would be illegal for us to exclude or to attempt to exclude our liability.
- c) Subject to the above, in no event shall We be liable to You for any other losses and We shall only be liable to You for those losses which You reasonably incur as a result of Our breach of these Terms and Our liability will in all cases be limited to the purchase price of the Product(s) you purchased and/or the cost of the Services We have provided to You.
- d) We are not responsible for any delay in, or failure of, performance of Our obligations under these Terms 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, government sanctioned lock-down or similar, 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.
- e) Nothing in these Terms affects your statutory rights.

11. OTHER INFORMATION YOU SHOULD KNOW

- a) These Terms and any document expressly referred to in them represent the entire agreement between us.
- b) No delay or failure by us to exercise any powers, rights or remedies under these Terms 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.
- c) A person who is not a party to these Terms is not entitled to enforce any of them.
- d) All notices given by You to Us must be given in writing to the address set out at the beginning of these Terms. We may give you notice at either the email or postal address You provide to Us when placing an Order.
- e) If any provision of these Terms is found to be invalid or unenforceable by a court, it will be deleted from the rest of these Terms, which shall remain unaffected.
- f) The formation, existence, construction, performance, validity and all aspects whatsoever of these Terms or of any term of these Terms will be governed by the law of England and Wales and the Courts of England & Wales have exclusive jurisdiction to settle any disputes which may arise out of or in connection with these Terms or use of the Website.