



Loveweds

JEWELLERS OF HARPENDEN



Loveweds Jewellers LTD,
69c High Street,
Harpenden,
Hertfordshire,
AL52SL
01582761866

TERMS AND CONDITIONS FOR THE SALE OF GOODS

1. Definitions

Buyer the person who buys or agrees to buy the goods from the Seller.

Conditions the terms and conditions of sale as set out in this document and any special terms and conditions agreed in writing by the Seller.

Goods the articles which the Buyer agrees to buy from the Seller.

Price the price for the Goods, excluding VAT and any carriage, packaging and insurance costs.

Seller means Loveweds Jewellers Limited of 69c High Street, Harpenden, Hertfordshire AL5 2SL

2. Conditions

2.1 These Conditions shall form the basis of the contract between the Seller and the Buyer in relation to the sale of Goods, to the exclusion of all other terms and conditions including the Buyer's standard conditions of purchase or any other conditions which the Buyer may purport to apply under any purchase order or confirmation of order or any other document.

2.2 All orders for Goods shall be deemed to be an offer by the Buyer to purchase Goods from the Seller pursuant to these Conditions.

2.3 Acceptance of delivery of the Goods shall be deemed to be conclusive evidence of the Buyer's acceptance of these Conditions.

2.4 These Conditions may not be varied except by the written agreement of [a director of] the Seller.

2.5 These Conditions represent the whole of the agreement between the Seller and the Buyer. They supersede any other conditions previously issued.

3. Price

The Price shall be [(amount)] (or) [the price quoted on the Seller's confirmation of order]. The Price is inclusive of VAT which shall be due at the rate in force on the date of the Seller's invoice.

4. Payment and Interest

4.1 Payment of the Price and VAT shall be due within [30] days of the date of the Seller's invoice.

4.2 Interest on overdue invoices shall accrue from the date when payment becomes due calculated on a daily basis until the date of payment at the rate of [8%] per annum above the Bank of England base rate from time to time in force. Such interest shall accrue after as well as before any judgment.

4.3 The Buyer shall pay all accounts in full and not exercise any rights of set-off or counter-claim against invoices submitted by the Seller.

5. Goods

The quantity and description of the Goods shall be as set out in the Seller's confirmation of order.

6. Warranties

The Seller warrants that the Goods will at the time of delivery correspond to the description given by the Seller in the confirmation of order. [Except where the Buyer is dealing as a consumer (as defined in section 12 of the Unfair Contract Terms Act 1977), all other warranties, conditions or terms relating to fitness for purpose, quality or condition of the Goods are excluded].

7. Delivery of the Goods

7.1 Delivery of the Goods shall be made to the Buyer's address. The Buyer shall make all arrangements necessary to take delivery of the Goods on the day notified by the Seller for delivery.

7.2 The Seller undertakes to use its reasonable endeavours to despatch the Goods on an agreed delivery date, but does not guarantee to do so. Time of delivery shall not be of the essence of the contract.

7.3 The Seller shall not be liable to the Buyer for any loss or damage whether arising directly or indirectly from the late delivery or short delivery of the Goods. If short delivery does take place, the Buyer undertakes not to reject the Goods but to accept the Goods delivered as part performance of the contract.

7.4 If the Buyer fails to take delivery of the Goods on the agreed delivery date or, if no specific delivery date has been agreed, when the Goods are ready for despatch, the Seller shall be entitled to store and insure the Goods and to charge the Buyer the reasonable costs of so doing.

8. Acceptance of the Goods

8.1 The Buyer shall be deemed to have accepted the Goods [48 hours] after delivery to the Buyer.

8.2 The Buyer shall carry out a thorough inspection of the Goods within [48 hours] of delivery and shall give written notification to the Seller within 5 working days of delivery of the Goods of any defects which a reasonable examination would have revealed.

8.3 Where the Buyer has accepted, or has been deemed to have accepted, the Goods the Buyer shall not be entitled to reject Goods which are not in accordance with the contract.

9. Title and risk

9.1 Risk shall pass on delivery of the Goods to the Buyer's address.

9.2 Notwithstanding the earlier passing of risk, title in the Goods shall remain with the Seller and shall not pass to the Buyer until the amount due under the invoice for them (including interest and costs) has been paid in full.

9.3 Until title passes the Buyer shall hold the Goods as bailee for the Seller and shall store or mark them so that they can at all times be identified as the property of the Seller.

9.4 The Seller may at any time before title passes and without any liability to the Buyer:

9.4.1 repossess and dismantle and use or sell all or any of the Goods and by doing so terminate the Buyer's right to use, sell or otherwise deal in them; and

9.4.2 for that purpose (or determining what if any Goods are held by the Buyer and inspecting them) enter any premises of or occupied by the Buyer.

9.5 The Seller may maintain an action for the price of any Goods notwithstanding that title in them has not passed to the Buyer.

10. Carriage of Goods

Carriage will be chargeable on all sales under (amount). This will be at the rate of (amount).

Credit Facilities

CANCELLATION, RETURNS AND REFUND POLICY

We hope you will be pleased with everything you have bought from us but if you are unhappy with your Products, you can return them to us in accordance with the returns policy described in this section.

Right to cancel

Under The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 you have a legal right to cancel the contract between you and us within 14 days of delivery without giving a reason unless the product is a custom order/ bespoke order.

The cancellation period will end after 14 days starting the day after you or a third party acting on your behalf (excluding the company that delivers the Product to you) takes physical possession of the Product you ordered. Where you order multiple Products in one order or a Product is delivered in separate parts, lots or pieces, the cancellation period will end after 14 days starting the day after you or a third party acting on your behalf (excluding the company that delivers the Product to you) takes physical possession of the last Product, part, lot or piece that makes up your order.

To exercise the right to cancel, you must inform us of your decision to cancel your contract with us by making a clear statement (e.g. a letter sent by post or email). The easiest way to do this is to contact our Customer Services team.

To meet the cancellation deadline, it is sufficient for you to send your communication concerning the exercise of your right to cancel before the cancellation period has expired.

Effects of cancellation

If you cancel your contract with us, we will reimburse you all payments received from you, including the cost of delivery.

We will make the reimbursement without undue delay, and not later than: (a) 14 days after the day we receive back from you any Products supplied, or (b) (if earlier) 14 days after the day you provide evidence that you have returned the Products, or (c) if there were no goods supplied, 14 days after the day on which we are informed about your decision to cancel this contract.

We will make the reimbursement using the same means of payment as you used for the initial transaction unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of the reimbursement.

We may withhold reimbursement until we have received the Products back or you have supplied evidence of having sent back the Products, whichever is the earliest.

You are only liable for any diminished value of the Products resulting from the unfair/unreasonable wear and tear of the Product which is not necessary to establish the nature, characteristics and functioning of the Products. We may make a deduction from any reimbursement (you are entitled to from us) for such loss in value of any Products we supply.

Faulty or mis-described goods

If you are returning the Products to us because they are faulty or mis-described, we will refund: the price of the Product in full; any applicable delivery charges. As a consumer, you will always have legal rights in relation to Products that are faulty or not as described. These legal rights are not affected by the returns policy or these terms and conditions of sale. We will refund you only through the payment method used by you to pay.

How to return the Products

You must return Products to us as soon as reasonably practicable. We will collect the Products from the address to which they were delivered. We will contact you to arrange a suitable time for collection;

You will be responsible for the return costs of the products. We are happy to arrange collection but you can also use any carrier you want to return the items.

You must take care when opening packaging that the Products were delivered in and carefully re-pack the Products in the original (or similar) packaging prior to returning the Products to us. If any damage occurs from the point of collection from you and re delivery to us then you are liable for the cost of damage.

If the item is sent to you boxed then for us to be able to accept the return it must be returned in the same box it was sent to you in or we cannot accept the return.

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