

Terms and conditions

These terms and conditions are the contract between you and Michael Spencer Jewellers ("us"). By visiting or using Our Website, you agree to be bound by them.

They are based on a set written by [Net Lawman](#) and released under licence. They protect your rights as well as ours.

We are Michael Spencer Jewellers. Our address is Workshop 6, Orchard Square, Sheffield S1 2FB

You are: Anyone who uses Our Website.

Please read this agreement carefully and save it. If you do not agree with it, you should leave Our Website immediately.

The terms and conditions:

1. Definitions

In this agreement:

"Carrier"	means any person or business contracted by us to carry Goods from us to you.
"Consumer"	means any individual who, in connection with this agreement, is acting for a purpose which is outside his business.
"Content"	means any content in any form published on Our Website by us or any third party with our consent.
"Goods"	means any of the goods we offer for sale on Our Website, or, if the context requires, goods we sell to you.
"Our Website"	means any website of ours, and includes all web pages controlled by us.
"Post"	means display, exhibit, publish, distribute, transmit and/or disclose information, Content and/or other material on to Our Website, and the phrases "Posted" and "Posting" shall be interpreted accordingly.

2. Interpretation

In this agreement unless the context otherwise requires:

- 2.1. a reference to a person is a reference to one or more individuals, whether or not formally in partnership, or to a corporation, government body, or other association or organisation.
- 2.2. these terms and conditions apply to all supplies of Goods by us to any customer. They prevail over any terms proposed by you.
- 2.3. any agreement by any party not to do or omit to do something includes an obligation not to allow some other person to do or omit to do that same thing;
- 2.4. Except where stated otherwise, any obligation of any person arising from this agreement may be performed by any other person;
- 2.5. in this agreement references to a party include references to a person to whom those rights and obligations are transferred or passed as a result of a merger, division, reconstruction or other re-organisation involving that party.
- 2.6. the headings to the paragraphs and schedules (if any) to this agreement do not affect the interpretation;
- 2.7. a reference to an act or regulation includes new law of substantially the same intent as that act or regulation.
- 2.8. in any indemnity, a reference to costs or expenses shall be construed as including the estimated cost of management time of the indemnified party.
- 2.9. these terms and conditions apply in any event to you as a buyer or prospective buyer of our Goods and so far as the context allows, to you as a visitor to Our Website.
- 2.10. this agreement is made only in the English language. If there is any conflict in meaning between the English language version of this agreement and any version or translation of this agreement in any other language, the English language version shall prevail.

3. Our contract with you

- 3.1. This agreement contains the entire agreement between the parties and supersedes all previous agreements and understandings between the parties.
- 3.2. Each party acknowledges that, in entering into this agreement, he does not rely on any representation, warranty, information or document or other term not forming part of this agreement.
- 3.3. If you use Our Website in any way and make an order on behalf of another person you warrant that you have full authority to do so and you accept personal responsibility for every act or omission by you.
- 3.4. Because we rely on our suppliers, we do not guarantee that Goods advertised on Our Website are available. We may change these terms from time to time. The terms that apply to you are those posted here on Our Website on the day you order Goods.
- 3.5. The price of Goods may be changed by us at any time. It is possible that the price may have increased from that posted on Our Website. If that happens, we will not despatch the Goods until you have confirmed that you wish to buy at the new price.
- 3.6. If in future, you buy Goods from us under any arrangement which does not involve your payment via Our Website; these terms still apply so far as they can be applied.
- 3.7. We do not sell the Goods in all countries. We may refuse to deliver the Goods if you live in a country we do not serve.
- 3.8. Michael Spencer Jewellers aims to accurately describe all goods for sale as clearly as possible using the Glossary of Common Jewellery terms on our website as a guide.
- 3.9. Michael Spencer Jewellers cannot be responsible for the quality of diamonds, gemstones or pearls supplied by the Consumer; therefore we cannot accept responsibility for any damage caused in production due to the unknown nature of such stones.

4. Acceptance of your order

- 4.1. Your order is an offer to buy from us. Nothing said or done by us is an acceptance of an order until we confirm acceptance in writing, referring to the order.

- 4.2. At any time before the Goods are despatched, we may decline to supply the Goods to you without giving any reason.
- 4.3. If we do not have all of the Goods you order in stock, we will offer you alternatives. If this happens you may:
 - 4.3.1 accept the alternatives we offer;
 - 4.3.2 cancel all or part of your order.

5. Price and payment

- 5.1. The price payable for the Goods that you order is clearly set out on Our Website.
- 5.2. It is possible that the price may have increased from that posted on Our Website. If that happens, we will not despatch the Goods until you have confirmed that you wish to buy at the new price.
- 5.3. Prices include UK value added tax (“VAT”). We do not deliver outside the United Kingdom,
- 5.4. If the item you order is available in parts, you must pay us the full price of your order before we will send any part of it.
- 5.5. Bank charges by the receiving bank on payments to us will be borne by us. All other charges relating to payment in a currency other than pounds Sterling will be borne by you.
- 5.6. If, by mistake, we have under-priced Goods, we will not be liable to supply that those Goods to you at the stated price, provided that we notify you before we dispatch it to you.
- 5.7. The price of the Goods does not include the delivery charge which will be charged at the rates applicable at the date you place your order and which will be displayed on a page of Our Website before we ask you to pay.
- 5.8. If we owe you money (for this or any other reason), we will credit your credit or debit card as soon as reasonably practicable but in any event no later than 21 days from the date when we accept that repayment is due.

6. Security of your credit card

We take care to make Our Website safe for you to use.

- 6.1. Card payments are not processed through pages controlled by us. We use one or more online payment service providers who will encrypt your card or bank account details in a secure environment.

7. Cancellation and refunds

This and the following paragraph apply if you buy as a consumer as defined in the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 (the “Regulations”). Provided the Regulations apply to the transaction concerned, then the following terms apply to the contract.

- 7.1. We now inform you that information relating to all aspects of our Goods is not in this document but in our marketing material, whether that is in the medium of Our Website or in hard copy.
- 7.2. The following rules apply to cancellation of your order:
 - 7.2.1 If you have ordered Goods, but not received them, you may cancel your order without giving a reason, at any time within 14 days of your order. You will have no obligation and we will return your money.
 - 7.2.2 If you have ordered Goods, and received them, you may cancel your order at any time within 14 days of the date you received them. You must tell us that you wish to cancel. You must also send the Goods back to us within that same 14 day period.
 - 7.2.3 We will return your money subject to the following conditions:
 - 7.2.3.1 we receive the Goods in a condition in which we can re-sell them at full price, in new condition, with labels and packaging intact.
 - 7.2.3.2 you comply with our procedure for returns and refunds as set out in '11. Goods Returned'. We cannot return your money unless we know who sent them.
- 7.3. In any of the above scenarios, we will return your money within 14 days.

- 7.4. The option to cancel your order is not available:
- 7.4.1 if you purchase sealed goods which relate to health or hygiene, and they become unsealed after delivery, or cannot be re-sold for some other reason.
 - 7.4.2 if they are a hard medium for a product in soft copy, which comes to you sealed and is returned to us unsealed.
 - 7.4.3 if the Goods are somehow mixed with other goods so that we cannot identify or easily separate them.
 - 7.4.4 for reasons of hygiene, the purchase of earrings or pierced product.
 - 7.4.5 if we have made alterations to an “off the shelf” item at your request, such as, (but not exclusively) re-sizing or engraving.
 - 7.4.6 for Made To Order Custom products THESE WILL BE DEEMED NON REFUNDABLE
 - 7.4.7 if the TAG has been removed or tampered with from any TAGGED items you have received. THESE WILL BE DEEMED NON REFUNDABLE
- 7.5. You are responsible for the cost of returning the Goods. We have no obligation to refund to you, your cost of re-packing and returning the Goods. Michael Spencer Jewellers are not liable for the item if it gets lost on route to us; we strongly recommend using ‘Royal Mail Special Delivery.’

8. Liability for subsequent defects

- 8.1. Please examine the Goods received from us immediately after you receive them. If you do not tell us of any defect or problem within 14 days of receipt of the Goods, we shall assume that you have accepted them.
- 8.2. The procedure to return the faulty Goods is as follows:
- 8.2.1 the Goods must be returned to us as soon as any defect is discovered but not later than SIX months from receipt by you.
 - 8.2.2 please follow the returns procedure set out below in ‘11. Goods Returned’

- 8.3. We will return your money subject to the following conditions:
- 8.3.1 we receive the Goods with labels, “TAGS” and packaging intact.
 - 8.3.2 you comply with our returns procedure. We cannot return your money unless we know who sent them.
 - 8.3.3 you tell us clearly what is the fault you complain of, when it first became apparent, and other information to enable us to identify or reproduce it.
- 8.4. If any defect is found, then we shall:
- 8.4.1 repair or replace the Goods, or
 - 8.4.2 refund the full cost you have paid including the cost of returning the Goods.

9. Delivery and pick up

- 9.1. We aim to send Goods within 2 working days from the day you place an order to purchase the Goods but by 30 days at the most; except ‘made to order’ goods which will be delivered as soon as possible and we shall email you to notify you of the dispatch date.
- 9.2. Goods will be sent by Royal Mail Special Delivery, or in the case of goods worth less than £50 – by ‘Royal Mail Signed For’ First Class. It is your responsibility to ensure the delivery address is correct. We will send you a message by email to tell you when we have despatched your order.
- 9.3. Goods will only be sent to the Billing Address on your method of payment.
- 9.4. Once Goods have been delivered to the Billing Address and signed for by an individual at this address, we consider the item successfully delivered and are no longer responsible for the item at this point.
- 9.5. If we are not able to deliver your Goods within 30 days of the date of your order, we shall notify you by e-mail to arrange another date for delivery.
- 9.6. We may deliver the Goods in instalments if they are not all available at the same time for delivery.

- 9.7. Michael Spencer Jewellery cannot be held responsible for goods lost or delayed in transit.
- 9.8. If your order is returned to us because the postal service could not complete the delivery to you for whatever reason, then you will be responsible for the repeat delivery costs.
- 9.9. When your Goods arrive, it is important that you check immediately the condition and quantity. If your Goods have been damaged in transit, you must immediately contact us.
- 9.10. Signing "Unchecked", "Not Checked" or similar is not acceptable.
- 9.11. We cannot refund or replace lost items until 20 working days after the date of dispatch (this is when the Royal Mail classes items as being lost).
- 9.12. If we agree with you to deliver on a particular day or at a particular time, we will do our best to comply. But no time given is to be treated as contractual. So we are not liable to you for any expense or inconvenience you incur on account of delayed delivery or non-delivery.
- 9.13. Time for delivery specified on the order, if any, is an estimate only and time shall not be of the essence.
- 9.14. We are happy for you to pick up Goods from our shop provided you make an appointment in advance and payment has been received into our bank. A cheque on arrival is not acceptable.
- 9.15. If you pick up Goods from our premises then:
 - 9.15.1 Goods are at your risk from the moment they are picked up by you or your Carrier from our shop;
 - 9.15.2 you agree that you are responsible for everything that happens after you take possession of the Goods, both on and off our premises, including damage to property of any sort, belonging to any person.

10. Foreign taxes and duties

- 10.1. If you are not in the UK, we have no knowledge of, and no responsibility for, the laws in your country.

- 10.2. You are responsible for purchasing Goods which you are lawfully able to import and for the payment of import duties and taxes of any kind levied in your country.

11. Goods returned

These provisions apply to any consumer purchasing from Our Website. The following rules apply to return the faulty Goods, or Goods for alteration by us:

- 11.1. We do not accept returns unless there was a defect in the Goods at the time of purchase, or we have agreed in correspondence that you may return them.
- 11.2. The procedure for return of Goods is:

Contact us by email, within 14 days of receiving the goods giving your reason for returning the goods

So far as possible, Goods should be returned:

- with both Goods and all packaging in their original condition;
- securely wrapped;
- including our delivery slip
- at your risk and cost.

We strongly recommend that Goods are returned by Royal Mail Special delivery (or Recorded Delivery if value is less than £50). Or Goods can be returned by hand, in person to our workshop. Any other method of delivery is at the owner's risk.

Goods should be returned to:
Michael Spencer Jewellers
Workshop 6, Orchard Square
Sheffield , S1 2FB

If you do not follow this procedure, we may be unable to identify you as the sender of the Goods.

On receipt of the Goods, Michael Spencer Jewellers will:

- acknowledge receipt via email on receipt of the Goods
- either process a refund, or email an estimate for alteration within 14 days of Receipt

- 11.3. In returning faulty Goods please enclose with it a note clearly stating the fault and when it arises or arose.
- 11.4. Most of the Goods are covered by our guarantee for a minimum of 12 months.

11.5. If we agree that the Goods are faulty, we will:

11.5.1 refund the cost of return carriage;

11.5.2 repair or replace the Goods as we choose.

11.6. If we repair or replace the Goods, you have no additional claim against us either under this agreement or by statute or common law, in respect of the defect.

12. Alterations

12.1 All Goods for alteration should be returned as set out in '11 Goods Returned'

12.2 Cost of alteration will include

- The cost of labour (if appropriate)
- Any additional metals required
- Return postage costs

13. Disclaimers

13.1. The law differs from one country to another. This paragraph applies to sales throughout the EU.

13.2. All implied conditions, warranties and terms are excluded from this agreement. If in any jurisdiction an implied condition, warrant or term cannot be excluded, then this sub paragraph shall be deemed to be reduced in effect, only to the extent necessary to release that specific condition, warranty or term.

13.3. We make no representation or warranty for:

13.3.1 any implied warranty or condition as to merchantability or fitness of the Goods for a particular purpose;

13.3.2 the adequacy or appropriateness of the Goods for your purpose.

13.4. We claim no expert knowledge in any subject. We disclaim any obligation or liability to you arising directly or indirectly from information you take from Our Website.

- 13.5. You agree that in any circumstances when we may become liable to you, the limit of our liability is the amount you have paid us in the immediately preceding 12 month period for the Goods concerned.
- 13.6. We shall not be liable to you for any loss or expense which is:
- 13.6.1 indirect or consequential loss; or
 - 13.6.2 economic loss or other loss of turnover, profits, business or goodwill, even if such loss was reasonably foreseeable or we knew you might incur it.
- 13.7. This paragraph (and any other paragraph which excludes or restricts our liability) applies to our directors, officers, employees, subcontractors, agents and affiliated companies (who may enforce this provision under the Contracts (Rights of Third Parties) Act 1999 / as well as to us.
- 13.8. If you become aware of any breach of any term of this agreement by any person, please tell us by email. We welcome your input but do not guarantee to agree with your judgement.

14. Your account with us

- 14.1. You agree that you have provided, and will continue to provide accurate, up to date, and complete information about yourself. We need this information to provide you with the Goods.
- 14.2. If you use Our Website, you are responsible for maintaining the confidentiality of your account and password and for preventing any unauthorised person from using your account.
- 14.3. You agree to accept responsibility for all activities that occur under your account or password. You should tell us immediately if you believe some person has accessed your account without your authority and also log in to your account and change your password.

15. Security of Our Website

If you violate Our Website we shall take legal action against you.

You now agree that you will not, and will not allow any other person to:

- 15.1. modify, copy, or cause damage or unintended effect to any portion of Our Website, or any software used within it.
- 15.2. link to Our Website in any way that would cause the appearance or presentation of the site to be different from what would be seen by a user who accessed the site by typing the URL into a standard browser;
- 15.3. download any part of Our Website, without our express written consent;
- 15.4. collect or use any product listings, descriptions, or prices;
- 15.5. collect or use any information obtained from or about Our Website or the Content except as intended by this agreement;
- 15.6. aggregate, copy or duplicate in any manner any of the Content or information available from Our Website, other than as permitted by this agreement or as is reasonably necessary for your use of Our Website;
- 15.7. share with a third party any login credentials to Our Website.
 - 15.7.1 you may copy the text of any page for your personal use in connection with the purpose of Our Website.

16. Indemnity

You agree to indemnify us against all costs, claims and expense arising directly or indirectly from:

- 16.1. your failure to comply with the law of any country;
- 16.2. your breach of this agreement;
- 16.3. any act, neglect or default by any agent, employee, licensee or customer of yours;
- 16.4. a contractual claim arising from your use of the Goods;
- 16.5. a breach of the intellectual property rights of any person.

17. Intellectual Property

- 17.1. We will defend the intellectual property rights in connection with our Goods and Our Website, including copyright in the Content whether provided by us or by any other content provider (including copyright in:

text, graphics, logos, icons, images, audio clips, digital downloads, data, and software).

- 17.2. Except as set out below, you may not copy, modify, publish, transmit, transfer or sell, reproduce, create derivative works from, distribute, perform, display, or in any way exploit any of the Content, in whole or in part.
- 17.3. You may not use our name or logos or trademarks or any other Content on any website of yours or that of any other person.
- 17.4. Subject to the other terms of this agreement, you may download or copy Content only for your own personal use, provided that you maintain all copyright and other notices contained in it. You may not store electronically any significant portion of any Content.

18. Dispute resolution

In this paragraph the term “ADR Provider” means an approved body under the Alternative Dispute Resolution for Consumer Dispute Regulations 2015.

The following terms apply in the event of a dispute between the parties:

- 18.1. If you are not happy with our services or have any complaint then you must tell us by email message to mspencerjewellery@outlook.com
- 18.2. Detailed information about our complaint handling procedure is as follows:
 - 18.2.1 Complaints concerning faulty goods will be dealt with according to our ‘Faulty Goods’ procedure.
 - 18.2.2 We hope these never occur, but any other complaints will be investigated, and, if deemed appropriate, an email response will be sent as soon as possible.
- 18.3. If a dispute is not settled as set out above, we hope you will agree to attempt to resolve it by engaging in good faith with us in a process of mediation or arbitration.
- 18.4. We will listen to your proposal. If you are in any way concerned, you should read the regulations at: <http://ec.europa.eu/consumers/odr/>.

19. Miscellaneous matters

- 19.1. When we communicate with you we do so by email. You agree that email communications are contractually binding in the same way as properly signed and dated paper sent by post.
- 19.2. Where we provide goods or services without specific charge to you, then it (or they) is deemed to be provided free of charge, and not to be associated with any other Goods for which a charge is made. Accordingly, there is neither contractual nor other obligation upon us in respect of those goods or that service.
- 19.3. If any term or provision of this agreement is at any time held by any jurisdiction to be void, invalid or unenforceable, then it shall be treated as changed or reduced, only to the extent minimally necessary to bring it within the laws of that jurisdiction and to prevent it from being void and it shall be binding in that changed or reduced form. Subject to that, each provision shall be interpreted as severable and shall not in any way affect any other of these terms.
- 19.4. The rights and obligations of the parties set out in this agreement shall pass to any permitted successor in title.
- 19.5. No failure or delay by any party to exercise any right, power or remedy will operate as a waiver of it nor indicate any intention to reduce that or any other right in the future.
- 19.6. Any communication to be served on either party by the other shall be delivered by hand or sent by first class post or recorded delivery or by e-mail.

It shall be deemed to have been delivered:

if delivered by hand: on the day of delivery;

if sent by post to the correct address: within 72 hours of posting;

If sent by e-mail to the address from which the receiving party has last sent e-mail: within 24 hours if no notice of non-receipt has been received by the sender.

- 19.7. This agreement does not give any right to any third party under the Contracts (Rights of Third Parties) Act 1999 or otherwise.
- 19.8. Neither party shall be liable for any failure or delay in performance of this agreement which is caused by circumstances beyond his

reasonable control, including any labour dispute between a party and its employees.

- 19.9. In the event of any conflict between any term of this agreement and the provisions of the articles of a limited company or any comparable document intended to regulate any other corporate or collective body, then the terms of this agreement shall prevail.
- 19.10. The validity, construction and performance of this agreement shall be governed by the laws of England and Wales and you agree that any dispute arising from it shall be litigated only in that country.

Notice of right of cancellation: Right to Cancel and Model Cancellation Form

Information about your statutory right to cancel

Your right to cancel

Under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, you have the right to cancel this contract within 14 days without giving any reason.

The cancellation period will expire 14 days after the contract was made. That means you can cancel before you have downloaded the product or we have delivered it to you.

How to cancel

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

To exercise the right to cancel, for bespoke items you must inform us of your decision to cancel this contract by a clear statement, sent to us by post and e-mail.

For all other items, you can inform us by e-mail only.

You may use the attached model cancellation form, but you can use your own words as long as your intention is clear.

Model cancellation form

To Michael Spencer Jewellers, Worksop 6, Orchard Square, Sheffield, S1 2FB
email: m Spencerjewellery@outlook.com

I/We hereby give notice that I/we cancel my/our contract of sale of the following products [\[enter details of goods and any reference\]](#).

Ordered on [\[date\]](#) / received on [\[date\]](#),

Name: [\[enter name or names in which the order was made\]](#),

Address: [\[enter your address\]](#),

Signature:

Date: [\[date\]](#)