

## **Emma Clarkson Webb**

### **Terms of Business**

#### **1. Introduction**

- 1.1 These are the terms and conditions on which Emma Clarkson Webb Limited (referred to in these terms as 'we', 'us' and 'our') will supply products to you.
- 1.2 Emma Clarkson Webb Limited is a company registered in England and Wales. Our company registration number is 09718405 and our registered office is at 66 Flood Street, London SW3 5TE. Our registered VAT number is 243353817.
- 1.3 You can contact us by emailing [emma@emmacwebb.com](mailto:emma@emmacwebb.com) or by calling +44 (0) 7775 854 353. If we need to contact you we will do so by calling you or emailing you using the details provided when you place an order with us.
- 1.4 When we use the words 'writing' or 'written' in these terms, this includes emails.
- 1.5 Please read these terms carefully before you submit your order to us. These terms tell you who we are, how we will provide products to you, how you and we may change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these terms, please contact us to discuss.

#### **2. Our contract with you**

- 2.1 Our acceptance of your order will take place when we email you to accept it, at which point a contract will come into existence between you and us.

#### **3. Our products**

- 3.1 The images of the products on our website are for illustrative purposes only. Although we have made every effort to display the colours accurately, we cannot guarantee that a device's display of the colours accurately reflects the colour of the products. Where you have ordered a piece directly from our website, your product may vary slightly from those images. Although we have made every effort to be as accurate as possible in representing our products online, because our products are handmade there may be slight variations between individual pieces. This is an inherent part of the process of handcrafting jewellery, and gives our pieces a character and quality which cannot be achieved with machines. Such variations do not constitute faults in the final product.

#### **3.2 Bespoke Products**

*The following terms apply only if you have ordered a bespoke product from us:*

- 3.2.1 *After you have placed your order we will draw up a design for your product. We are happy to make alterations to the design at this stage. We will not start work on your piece until you have confirmed to us in writing that you are happy with the design.*
- 3.2.2 *If you would like to make changes to the design after providing written confirmation that you are happy with it we will do our best to accommodate this, but please note that you will need to pay for any such changes. The level of the additional cost will depend on the stage of work we have reached with your piece. For example, if the product is already completed the price for changes is likely to be higher. We will notify you in writing of the price for making changes to a product after the design has been approved, and will not start work on any changes until this amount has been paid in full.*

3.2.3 *Although we will make every effort to follow the design of your piece accurately, because each of our bespoke products is handmade there may be some slight variations in the final product. This is an inherent part of the process of handcrafting jewellery, and gives our pieces a character and quality which cannot be achieved with machines. Such variations do not constitute faults in the final product.*

3.2.4 *The payment you make for a bespoke product from us is for the finished product only. You are not purchasing any intellectual property rights in the design of your piece or in any of the drawings produced as part of the design process. All intellectual property rights subsisting in the finished product remain the property of the designer.*

3.2.5 *You will be entitled to one complimentary resize and one complimentary clean and polish of your product up to one year after purchase.*

3.3 If we are making the product to measurements you have given us you are responsible for ensuring that these measurements are correct. You can find information and tips on how to measure on our website or by contacting us.

#### **4. Providing the products**

*Where you have ordered a bespoke product from us, we will contact you to agree a delivery date, which will usually be four to six weeks from the date on which we accept your order.*

4.1 If you have asked to collect the products from our workshop at 15 Greville Street, Hatton Garden, London EC1N 8SQ you can collect them from us at any time during our working hours of 9am to 5pm on weekdays (excluding public holidays) and Saturdays *or, where you have ordered a bespoke product from us, by arrangement.*

4.2 If no one is available at your address to take delivery and the products cannot be posted through your letterbox, we will leave you a note informing you of how to rearrange delivery or collect the products from a local depot.

4.3 If you do not collect the products from us as arranged or if, after a failed delivery to you, you do not re-arrange delivery or collect them from a delivery depot we will contact you for further instructions and may charge you for any further delivery costs. If, despite our reasonable efforts, we are unable to contact you or re-arrange delivery or collection we may end the contract and paragraph 7.2 will apply.

4.4 A product will be your responsibility from the time we deliver the product to the address you gave us or you collect it from us. You own a product once we have received payment in full.

#### **5. Your rights to end the contract**

5.1 Your rights when you end the contract will depend on what you have bought, whether there is anything wrong with it, how we are performing and when you decide to end the contract:

5.1.1 **If what you have bought is faulty or misdescribed you may have a legal right to end the contract** (or to get the product repaired or replaced or a service re-performed or to get some or all of your money back), **see paragraph 8;**

5.1.2 **If you want to end the contract because of something we have done or have told you we are going to do, see paragraph 5.2;**

5.1.3 **If you have just changed your mind about the product, see paragraph Error! Reference source not found..** You may be able to get a refund if you are within the cooling-off period, but this may be subject to deductions and you will have to pay the costs of return of any goods;

- 5.1.4 **In all other cases (if we are not at fault and there is no right to change your mind), see paragraph 5.6.**
- 5.2 If you are ending a contract for a reason set out at paragraphs 5.2.1 to 5.2.4 below the contract will end immediately and we will refund you in full for any products which have not been provided and you may also be entitled to compensation. The reasons are:
- 5.2.1 we have told you about an error in the price or description of the product you have ordered and you do not wish to proceed;
- 5.2.2 there is a risk that supply of the products may be significantly delayed because of events outside our control;
- 5.2.3 we have suspended supply of the products for technical reasons, or notify you we are going to suspend them for technical reasons, in each case for a period of more than two months; or
- 5.2.4 you have a legal right to end the contract because of something we have done wrong.
- 5.3 You do not have a right to change your mind in respect of earrings for pierced ears.
- 5.4 *You do not have a right to change your mind in respect of bespoke products, or any other product which has been clearly personalised for you.*
- 5.5 You have 14 days after the day you receive the products to change your mind.
- 5.6 Even if we are not at fault and you do not have a right to change your mind (see paragraph 5.1), you can still end the contract before it is completed, but you may have to pay us compensation. If you want to end a contract before it is completed where we are not at fault and you have not changed your mind, just contact us to let us know. The contract will end immediately and we will refund any sums paid by you for products not provided but we may deduct from that refund (or, if you have not made an advance payment, charge you) reasonable compensation for the net costs we will incur as a result of your ending the contract.
- 6. How to end the contract with us (including if you have changed your mind)**
- 6.1 To end the contract with us, please call us on +44 (0) 7775 854 353 or email us at emma@emmacwebb.com. Please provide your name, home address, details of the order and, where available, your phone number and email address.
- 6.2 We will refund you the price you paid for the products including delivery costs, by the method you used for payment. However, we may make deductions from the price, as described below.
- 7. Our rights to end the contract**
- 7.1 We may end the contract for a product at any time by writing to you if you do not, within a reasonable time, allow us to deliver the products to you or collect them from us.
- 7.2 If we end the contract in the situations set out in paragraph 7.1 we will refund any money you have paid in advance for products we have not provided but we may deduct or charge you reasonable compensation for the net costs we will incur as a result of your breaking the contract.

## **8. If there is a problem with the product**

- 8.1 If you have any questions or complaints about the product, please contact us. You can telephone us on +44 (0) 7775 854 353 or write to us at [emma@emmacwebb.com](mailto:emma@emmacwebb.com)
- 8.2 As noted at paragraphs 3.1 and 3.2.3, due to the handmade nature of our products there may be slight variations between individual pieces or, where we have supplied a bespoke product, slight variations between the approved design and the final product. These variations do not constitute faults in the products.
- 8.3 If you wish to exercise your legal rights to reject products you must either return them in person to where you bought them or post them back to us. We will pay the costs of postage.

## **9. Price and payment**

- 9.1 If the rate of VAT changes between your order date and the date we supply the product, we will adjust the rate of VAT that you pay, unless you have already paid for the product in full before the change in the rate of VAT takes effect.
- 9.2 It is always possible that, despite our best efforts, some of the products we sell may be incorrectly priced. We will normally check prices before accepting your order so that, where the product's correct price at your order date is less than our stated price at your order date, we will charge the lower amount. If the product's correct price at your order date is higher than the price stated to you, we will contact you for your instructions before we accept your order. *Please note that this paragraph does not apply where there is an additional charge due to changes you have requested to a bespoke product after having approved the final design (see paragraph 3.2.2).*
- 9.3 *Bespoke products must be paid for either by cash, cheque or bank transfer.* Please note that payments made by credit card will incur an additional 1.26% with American Express at a 1.9% charge, and bank transfers may incur additional charges which you will be responsible for.
- 9.4 If you do not make any payment to us by the due date we may charge interest to you on the overdue amount at the rate of 3% a year above the base lending rate of Barclays Bank PLC from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with any overdue amount.
- 9.5 If you think an invoice is wrong please contact us promptly to let us know and we will not charge you interest until we have resolved the issue.

## **10. How we may use your personal information**

- 10.1 We will use the personal information you provide to us:
- 10.1.1 to supply the products to you;
  - 10.1.2 to process your payment for the products; and
  - 10.1.3 if you agreed to this during the order process, to give you information about similar products that we provide, but you may stop receiving this at any time by contacting us.
- 10.2 **We will only give your personal information to third parties where the law either requires or allows us to do so.**

**11. Other important terms**

- 11.1 This contract is between you and us. No other person shall have any rights to enforce any of its terms.
- 11.2 Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- 11.3 If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the products, we can still require you to make the payment at a later date.
- 11.4 These terms are governed by English law and you can bring legal proceedings in respect of the products in the English courts. If you live in Scotland you can bring legal proceedings in respect of the products in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the products in either the Northern Irish or the English courts.