

SafeGuard Quality Assurance Ltd.

TERMS AND CONDITIONS OF BUSINESS FOR THE PROVISION OF VALUATION SERVICES FROM SAFEGUARD QUALITY ASSURANCE LTD

Nothing in these Conditions shall affect the statutory rights of a consumer.

- 1) These conditions apply to all quotations, offers and conditions and all orders and Contracts between Safeguard Quality Assurance Ltd ('the Company') and the retailer or consumer with which the Company Contracts ('the Customer') to the exclusion of any items or conditions referred to by the Customer, save that nothing in these terms and conditions shall affect the statutory rights of the consumer. No variations or amendments to this Contract shall be binding on the Company unless confirmed by the Company in writing.
- 2) Details of the Company's current scale of charges are available upon request. The Company reserves the right to amend such scale of charges from time to time without notice.
- 3) The Customer hereby instructs the Company (which subject to completion of financial checks on the Customer to the satisfaction of the Company) to commence its valuation services on receipt of the items provided by the Customer and the Customer accepts that it has no right to cancel the Contract.
- 4) Every item is received and will be dealt with subject to these conditions, and in particular, the stipulations set out below:
The Customer hereby represents, warrants and undertakes that
 - (a) He/she is the rightful legal owner of any item submitted or has the permission of the rightful legal owner(s) of any item submitted for valuation.
 - (b) Any item submitted now and in the future has been obtained from sources that to the best knowledge of the Customer are legitimate and reliable and that they have no personal knowledge or reason to believe that any item submitted now or in the future has been involved in funding conflict and/or has been traded in violations of any United Nations resolutions.
 - (c) Upon submission items should be described as seen, with no assumptions made as to their physical nature or composition. For example "yellow metal ring set with one white stone". The valuer is not bound by any description which, after further investigation, proves to be different from that detailed upon submission.
 - (d) Remarks recorded during the Take-in procedure in respect of the condition of the goods listed overleaf are usually only noted when there is obvious evidence of damage and/or repairs or when gemstones are obviously missing. On subsequent close examination, evidence of more obscure damage and/or repairs may become apparent and/or additional parts or gemstones may be discovered to be missing. The jewellers/valuers taking in the goods, their employees and/or consultant valuers reserve the right to note these findings and notify the client accordingly. In any event no liability whatsoever on the part of the jewellers/valuer taking in the goods, their employees and/or consultant valuers can be entertained for any omissions and /or errors in this regard during the Take-in procedure.
- 5) The Company reserves the right at its discretion to decline to accept any item(s) submitted.
- 6) All invoices are payable without discount of any kind in pounds sterling within 30 days of the date of the Company's invoice at the Company's premises stated on the invoice and subject to Condition 8 in no circumstances shall the Customer be entitled to make any deduction or withhold payment for any reason. Where requested by the company, the Customer shall supply the Company with its credit card details or other payment at the time of the order.
- 7) Time for payment shall be of the essence of the Contract without prejudice to any other rights of the Company. If the Customer fails to pay the invoice price by the due date, the Customer shall pay interest on any overdue amount from the date on which payment is due to that on which it is made (whether before or after judgement) on a daily basis at a rate of 2% per annum above the base rate from time to time quoted by the HSBC Bank Plc.
- 8) **All items submitted to the Company shall at all times remain at the risk of the Customer.**
 - (a) Without prejudice and subject to the foregoing the Company will use all reasonable endeavours to keep the items safe whilst in its possession.
 - (b) The Company shall not be liable for the repair, replacement or resetting of any stone required as a result of carrying out the Valuation procedure, which may include cleaning according to standard industry practice.
 - (c) The Customer shall ensure that each item is insured in the full replacement value thereof under a policy of insurance against loss or damage by accident, fire and theft and against any risk not accepted by the Company hereunder, in particular the Customer shall ensure that such policy extends to each item while in the custody of the Company, its employees, agents and covers any consequential or other loss or damage.
 - (d) The Company shall in no circumstances be under any liability to the Customer in respect of any loss or damage to any item/s which is/are in transit to and from the Company, and all claims by the Customer shall be made against the carrier. The Company will endeavour to return items to a Customer by the same mode of carriage used by the Customer where this is possible.
 - (e) Services may be carried out at any of our offices in the United Kingdom at the Company's discretion.
 - (f) The Company shall have no liability to the Customer (other than liability for death or personal injury, resulting from the Company's negligence and fraudulent misrepresentation) for any loss or damage of any nature arising from any breach of any express implied warranty or condition of the Contract or any negligence, breach of statutory duty on the part of the Company or in any way out of or in connection with the performance or purported performance or failure to perform the Contract except in accordance with this condition.
 - (g) The Company shall not be liable to the Customer in contract, tort (including without limitation negligence) and/or breach of statutory duty for any loss or damage to any item/s which the Customer may suffer by reason of any act, omission, neglect or default (including negligence) in the performance of the Contract by the Company, its servants or agents while the item/s is/are in the actual custody of the Company.
 - (h) The Company shall not be liable to the Customer in contract, tort (including without limitation negligence) and/or breach of statutory duty for any loss of profits and/or loss of production or any indirect or consequential (including economic) loss of any kind which the Customer may suffer by reason of any act, omission, neglect or default (including negligence) in the performance of the Company, its servants, or agents.
 - (i) The Company does not accept liability for any sentimental or other unknown value.
- 9)
 - (a) Notification of short delivery (measured by weight or number) or damage in transit must be made by telephone to the Company's free phone number (0800 0680270) or by email to the Company within three hours of receipt of the goods which means that the Customer should check the goods upon receipt. The Company will use its reasonable endeavours to help and assist customers to prove evidence of despatch for claims against third parties.
 - (b) In the event that the Customer has not received the Company's report together with the item the subject of the report 21 days from the date of the Customer's order the Customer must notify the Company immediately by telephone to the Company's free phone number 0800 0680270 and in any event no later than 60 days from the date of the Customer's order.
- 10)
 - (a) Title to the Company's reports shall remain with the Company and shall not be passed on to the Customer until the amount due under the invoice has been paid in full.
 - (b) The Customer shall not be entitled to take copies of the Company's reports unless and until the Company's invoice has been paid in full.
- 11) The Customer shall:
 - (a) Promptly notify the Company of any information which could affect the valuation made by the Company before any valuation is made.
 - (b) Inform the Company immediately of any discrepancies between the Company's valuation and other valuations.
 - (c) Promptly supply such information as the Company reasonably requests to complete its valuation.
- 12) All statements and information contained within the Company's reports are the opinions of the Company and cannot be construed as:
 - (a) A warranty or guarantee or an offer to purchase or replace the Customer's goods; or
 - (b) A verification of the source or manufacturer of the Customer's goods.
- 13) The Company shall have no liability to the Customer in the event that subsequent dismantling and testing of the Customer's goods disproves the content of the Company's reports.
- 14) Every right exemption defence and immunity of whatsoever nature applicable to the Company or to which the Company is entitled hereunder shall also be available to and shall extend to protect every employee of the Company in the course of or in connection with his/her employment and for the purposes hereof the Company is or shall be deemed to be acting as agent on behalf of and for the benefit of all persons who are or shall be its employees from time to time and all such persons shall to this extent be or be deemed to be parties to the Contract contained in these Conditions of which these Conditions form part.
- 15) The Contracts shall be governed by English Law and the Customer consents to the exclusive jurisdiction of the English courts in all matters regarding the Contract except to the extent that the Company invokes the jurisdiction of the courts of any other country.
- 16) Any notice required to be given in writing under these Terms of Trade shall be given, where possible, by facsimile transmission or email and otherwise by first class post addressed to the registered office of the party for which it is intended, or to such other address as may be notified in writing in accordance herewith for the purpose and shall be deemed to have been received, in the case of a facsimile transmission, upon transmission and, in the case of a letter, 48 hours after posting. In proving service by letter, it shall be sufficient to show that the envelope containing the notice was properly addressed and stamped and duly posted.
- 17) Failure by the Company to exercise, or a delay in exercising any right or remedy under these conditions shall not constitute a waiver of the right or remedy or a waiver of any other rights or remedies which the Company may otherwise have and no single or partial exercise of any right or remedy under these conditions shall prevent any further exercise of the right or remedy.
- 18) The Company shall be under no liability to perform any of its obligations under the Contract if and to the extent that the failure is caused by act of God, environmental restriction, condition or control, or by reason of any act done or not done pursuant to a trade dispute, shortages of labour, or materials or breakdown of equipment or any other matter (whether or not similar to the foregoing) outside the control of the Company.
- 19) Failure by the Company to exercise, or a delay in exercising any right or remedy under these conditions shall not constitute a waiver of the right or remedy or a waiver of any other rights or remedies which the Company may otherwise have and no single or partial exercise of any right or remedy under these conditions shall prevent any further exercise of the right or remedy or the exercise of any other right or remedy.
- 20) Any waiver by the Company of a breach of any of the terms of these conditions or if any default under these conditions shall not be deemed to be a waiver by the Company of any subsequent breach or default, it shall not affect the other terms of these conditions or the Contract.