

Terms and Conditions of Sale

The Gold and Diamond Company Ltd (trading as Gold and Diamonds)

Company No: 15453963

Registered Office: 82a James Carter Road, Mildenhall, Bury St. Edmunds, England, IP28 7DE

1. Definitions

1.1 "Seller" means The Gold and Diamond Company Ltd, trading as Gold and Diamonds.

1.2 "Buyer" means the individual or entity purchasing Goods from the Seller.

1.3 "Goods" refers to all jewellery items (including precious metal and gemstone products) supplied by the Seller, including bespoke made-to-order items.

1.4 "Contract" means the agreement between the Buyer and Seller for the sale and purchase of Goods, incorporating these Terms and Conditions.

1.5 "Order" refers to the Buyer's confirmation (verbal, written, or digital) to proceed with the purchase.

2. Contract Formation

2.1 Once the Buyer confirms their intention to proceed with an Order, they are deemed to have entered a legally binding contract governed by these Terms and Conditions.

2.2 The Buyer acknowledges that all bespoke and made-to-order items are non-cancellable and non-refundable once production has commenced.

3. Pricing and Payment

3.1 Prices are quoted in GBP and are exclusive of VAT unless stated otherwise.

3.2 Production of Goods will commence only once a **minimum of 75%** of the total Order value has been received by the Seller.

3.3 Goods will **only be delivered once full payment (100%)** has been received and cleared.

3.4 The Seller does not operate a fixed deposit scheme. However, if the Buyer cancels an Order before production begins, the Seller reserves the right to retain **25% of the total order value** as a non-refundable deposit.

3.5 If production has already begun, the Buyer will be **liable for the full Order amount**, regardless of completion status.

4. Delivery

4.1 Delivery timelines will be provided at the time of ordering and may vary depending on the bespoke nature of the Goods.

4.2 Risk in the Goods shall pass to the Buyer upon delivery.

5. Guarantees and Aftercare

5.1 The Seller offers a **lifetime guarantee** for cleaning, polishing, resizing, and white gold plating services.

5.2 These services are dependent on the item ordered and subject to assessment by the Seller.

5.3 This lifetime aftercare does **not cover accidental damage, misuse, loss, or theft**.

5.4 All rings include a **lifetime manufacturer's guarantee** strictly limited to structural integrity under normal wear conditions.

6. Acceptance and Returns

6.1 Due to the bespoke nature of many of our Goods, **returns and cancellations are not permitted** once production has started.

6.2 Any concerns must be raised by the Buyer within 48 hours of delivery.

7. Limitation of Liability

7.1 The Seller shall not be liable for any indirect, special, or consequential loss or damage.

7.2 In the event of proven fault, the Seller's liability shall be limited to the value of the Goods purchased.

8. Intellectual Property

8.1 All designs, images, and content remain the intellectual property of The Gold and Diamond Company Ltd (trading as Gold and Diamonds) and may not be reproduced without written consent.

9. Jurisdiction and Governing Law

9.1 This Contract is governed by and construed in accordance with the laws of **England and Wales**.

9.2 Both parties irrevocably submit to the **non-exclusive jurisdiction of the English Courts**.

10. Complaints

10.1 Any complaints are to be submitted in writing to, The Gold and Diamond Company Ltd, 82a James Carter Road, Mildenhall, Bury St. Edmunds, England, IP28 7DE.