

Terms and Conditions of Rodney J Rigby Limited (dated 1.7.15 and updated 31.11.21)

I. Definitions

In these Conditions the following words shall have the following meanings:

1.1 "the Company" means Rodney J Rigby Limited;

1.2 "Client" means the person(s), firm or company with whom the Contract is made by the Company;

1.3 "Goods" means the articles or things described in the Contract.

1.4 "Services" means the services described in the Contract

1.5 "the Contract" means the Company's quotation or estimate for the supply of Goods and/or Services and any document referred to therein, these terms and conditions, the Company's written acceptance of the Client's order and the Client's order for the Goods and/or Services, and if there shall be any inconsistency between the documents comprising the Contract they shall have precedence in the order herein listed.

1.6 The Company uses its own specialized welding techniques where appropriate and Goods manufactured by the Company cannot be altered or re sized by other Companies or Sole Traders using conventional techniques.

1.7 The Company will check any Goods under 40x magnification to assess and identify all incoming Goods left with Company for assessment and possible repair.

2. General

2.1 These terms and conditions shall apply in all contracts for the supply of Goods and/or Services by the Company to the Client and in the case of any inconsistency with any order letter or form of contract sent by Client to the Company or any other communication between the Client and the Company of whatever date the provisions of these terms and conditions shall prevail unless expressly varied in writing and signed by a director on behalf of the Company. Any concession made or latitude allowed by the Company to Client shall not affect the rights of the Company under the Contract. If any of these conditions shall be held to be invalid or shall not apply to the Contract the other conditions shall continue in full force and effect.

3. Orders

3.1 Unless verbal or telephone orders and any variations to orders are confirmed in writing by the Client to the Company the Company shall not be responsible for any errors.

3.2 Notwithstanding that the Company may have given a detailed quotation no order shall be binding on the Company unless and until it has been accepted in writing by the Company and may need to be re issued with a revised price after any delay in acceptance.

3.3 If required, Goods will be sized according to the measurements taken at time order was placed. Any alterations to sizes will be made by the Company free of charge if advised in writing up to five business days after delivery.

3.4 To ensure best possible quality, the Company will only engrave rings, pendants and other jewellery items, which it has supplied under a sales invoice to the Client.

4. Price and Payment

4.1 The price for the Goods and Services is as specified in the Company's quotation for the supply of Goods and/or Services and will include VAT at recommended rate of 20% and delivery in the United Kingdom unless specified otherwise.

4.1.1 Postage, Packaging and Insurance will be charged in addition; valuable items will be dispatched by courier and charged to Client.

4.2 Payment of the price shall be in the manner specified in the Company's quotation for the supply of Goods and Services and may include a non-refundable deposit of 50% due when Client accepts Company's Terms and Conditions with remainder payable prior to delivery.

4.3 All Goods shall remain the property of the Company until paid for in full.

4.4 Without prejudice to any other rights it may have the Company is entitled to charge interest at 10 % above the then current base rate of Barclays Bank plc on overdue payments for Goods and/or Services supplied.

4.5 VAT Retail Export Scheme covers the refund of VAT component for overseas visitors to the UK, please ask for Form VAT407. A booking fee of 10% will be charged on the total of any refunded of VAT, with a minimum charge of £50.

5. Delivery

5.1 The Company will use its reasonable endeavors to deliver Goods and/or Services by the agreed delivery date or if no date is stated within a reasonable time.

5.2 All times or dates of delivery dates are given in good faith but without any responsibility on the part of the Company and time of delivery is not of the essence.

5.3 The Client shall not be entitled to refuse to accept late delivery or treat late delivery as a breach of contract.

5.4 The Company shall not be liable for any loss, costs or expenses caused directly or indirectly by late delivery of Goods and/or Services.

5.5 The Company shall be entitled to withhold delivery of any Goods and/or Services where any amounts payable by the Client to the Company are overdue on any account whatsoever.

5.6 From the time of dispatch the Goods shall be at the risk of the Client.

5.7 The Goods will be supplied in finished format and the Company will not be responsible for any attempts by the Client or his/her agents or nominees to clean, polish, resize or restore the Goods.

5.8 Alterations or resizing of the Goods by any other party cancels the Company's liability in full.

5.9 The Company may agree to fulfill any repairs or alterations to the Goods after delivery and acceptance and will charge an hourly rate of £150/hour and all supplies required and used.

6. Inspection

6.1 The Client shall inspect the Goods and/or Services supplied by the Company immediately on receipt and the Company shall not be liable for defects or shortages unless the Client notifies the Company in writing within five days from and including the date of delivery.

6.2 Where the Client notifies the Company of any non-delivery, defect or shortage the Company's only liability shall be at its sole option as soon as reasonably practicable to repair or replace defective Goods and/or Services and or make good any shortages.

7. Drawings and Specifications

The Company's drawings or other documentation supplied with the quotation for the Goods and/or Services are strictly confidential and cannot be used copied or distributed in whole or in part without permission in writing from the Company and payment of a Design License Fee. All drawings and designs remain the Intellectual Property of the Company without limit in time.

8. Limitation of Liability

8.1 The liability of the Company to the Client for any loss or damage of whatsoever nature and howsoever caused shall be limited to and in no circumstances exceed the price of the Goods and/or Services supplied.

8.2 The Company may agree to inspect Client's Goods for the purpose of engraving, repairs or other services

and Client's Goods should be insured by Client under an all risks insurance policy while held by the Company.

9. Representations

No statement description information or communication made verbally or otherwise by any agent or employee of the Company shall be construed to enlarge, vary or override in any way any of these conditions

10. Force Majeure

The Company shall be entitled to delay or cancel delivery or to reduce the amount of Goods and/or Services if it is prevented hindered or delayed through any circumstances beyond its control including but not limited to strikes, lock outs, accidents, war, fire, pandemic, breakdown of plant and machinery or shortage or unavailability of materials from their normal source of supply.

11. Proper Law

The Contract shall in all respects be governed by English Law and the Company and the Client to submit to the exclusive jurisdiction of England.

Issued by:
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Dated 31 December 2021

Please contact info@rodneyrigby.com for a hard copy of Company's Terms and Conditions if required.