

ASSAY OFFICE

# Goldsmiths' Company Assay Office Website Terms and Conditions

Version 1.0 July 2018

#### Introduction

The Website is owned and operated by The Goldsmiths' Company trading as the Goldsmiths' Company Assay Office, the Goldsmiths' Company Assay Office London, the London Assay Office, and Assay Office London ("Goldsmiths' Company") whose principal place of business is at Goldsmiths' Hall Gutter Lane London EC2V 8AQ, United Kingdom. The Goldsmiths' Company is referred to as "Us" "We" and "Our".

**Welcome to Our Website.** This page, including our data privacy notice and cookie policy, together with our terms and conditions of sale at www.assayofficelondon.co.uk (together the Terms and Conditions), tells you information about the legal terms under which you may use the website and on which we provide Our Services. These terms apply whether you are a guest or a registered user, and whether you are just accessing or browsing the website, or registering and creating an account with us. The Terms and Conditions will apply to any contract between the Goldsmiths' Company and you for the use of Our Services, the booking of events, and all other transactions carried out using the website. All terms used in these Website terms and conditions have the same meanings as given to them in the Terms and Conditions unless We explicitly state otherwise.

Please read the Terms and Conditions carefully and contact Us or Your legal advisors if You have any questions. By using the Website you confirm that you have read, understood and agree to the Terms and Conditions and that You agree to be bound by them. If You do not agree to be bound by all of the Terms and Conditions, please do not proceed further in the Website and do not use, access or download materials from the Website or obtain a user account and please do not use any of Our Services.

We update the Website regularly and you should note that We may change, withdraw or correct any Website content or Our Services at any time without notice.

We make all reasonable efforts to keep the Website up and running smoothly. However, We may from time to time be required to suspend the operation of the Website without notice for repair, maintenance, improvement or other technical reason. We do not guarantee that use of the Website will be uninterrupted or error-free or will achieve any particular results.

We try to ensure that the website is free from software bugs, viruses and other malicious or harmful content, but We do not guarantee that the website will be completely secure or free from these items or content that may cause damage to Your computer or other device. It is important that You have in place suitable security and protection software to protect Your computer and other devices.

If You use, or We provide you with, a user identifier or password for security purposes and to enable You to access certain areas of the site, it is important that You keep these confidential and do not disclose them to anyone else. If We believe, in our reasonable opinion, that You have not complied with the Terms and Conditions, We reserve the right to suspend Your account or disable access to the site via Your user identifier. Please change Your password and inform us immediately at 0207 606 8971 if you know or suspect that your user identifier or password is no longer secure.

The Terms and Conditions are effective from April 2018. We may change the Terms and Conditions from time to time and You should check the Terms and Conditions regularly to take account of any changes as the Terms and Conditions are legally binding on You.

# Acceptable Use Policy

The content of this Website is for Your general information and use only. You may only use the Website for lawful purposes and You may not use it in a way that infringes anyone else's rights or that restricts or inhibits anyone else's use or enjoyment of the Website.

You are prohibited from:

- 1. using the Website for any commercial purposes;
- 2. marketing or market research purposes or for collecting users' personal or contact information;
- 3. diverting users to other websites;
- 4. using the Website for promoting, advertising or marketing any other services or products without Our prior written approval;
- 5. interfering with, damaging or disrupting the Website or any part of it including any computer code, equipment, or network used in the provision of the Website.

This Website contains information which is owned or licensed to Us. This material includes, but is not limited to, the design, layout, look, appearance and graphics. Reproduction is prohibited other than in accordance with Our copyright notice which forms part of the Terms and Conditions.

All trademarks reproduced in this Website which are not the property of, or licensed to, Us are acknowledged on the Website.

You may link to Our homepage provided that You do so in a way that is fair and legal and does not damage Our reputation or take advantage of it, but You must not establish a link in such a way as to suggest any form of association, approval or endorsement on Our part where none exists. You must not establish a link from any website not owned by You, and the website from which you are linking must comply in all material respects with the principles set out in the Terms and Conditions.

Our Website must not be framed on any other site without Our prior written permission, nor may You create a link to any part of Our site other than the homepage. We reserve the right to withdraw linking permission without notice at Our sole discretion.

Unauthorised use of the Website or any part of its content may give rise to a claim for damages and may be a criminal offence.

# Disclaimer

Use of this Website is subject to the following disclaimers:

We have taken all reasonable care in the preparation of the content of this Website. The information and materials that this Website contains are provided by Us in good faith. Some information and materials are prepared on the basis of publicly available information and other sources which are believed to be reliable.

We do not guarantee the accuracy or validity of the information and materials on this Website. While We use reasonable endeavours to keep the information up to date and correct, neither We nor any third parties make any representations or provide any warranties, express or implied, as to the accuracy, reliability, timeliness, completeness, or suitability of the information or materials on this Website. You acknowledge that such information and materials may contain inaccuracies or errors and We expressly exclude liability for any such inaccuracies or errors to the fullest extent permitted by law. We make no warranty or representation that this Website will always be available for use by You or that any Website problems will be corrected or that it or any material downloaded from it is free from viruses or similar.

You may find that this Website is linked to or from other Websites through hypertext or other computer links. These links are provided for Your convenience and We have no control over and shall not be responsible for the content of any linked Websites. The existence of any links does not imply that We recommend or endorse the content in any linked Websites.

Access to this Website including the use of any information or materials on it and any reliance You place on such information is entirely at Your own risk. It shall be Your own responsibility to ensure that any information, Goods or Services made available through this Website meet Your specific requirements.

## **Limitations of Liability**

Please read these provisions carefully as they limit Our legal liability in connection with Your use of Our Website. Nothing in the Terms and Conditions shall attempt to limit liability that is not permissible under applicable law including for death or personal injury caused by Our negligence or for fraudulent misrepresentation.

Except as expressly set out in the Terms and Conditions, in no event will We be liable (including in contract, tort, negligence, statutory duty or otherwise, to the maximum extent permitted by applicable law) for any loss or damage whatsoever, including without limitation, direct, indirect or consequential loss or damage, resulting from whatever cause arising out of or in connection with the use of this Website or through the use of any information or material obtained either directly or indirectly from this Website.

We accept no responsibility for, and exclude all liability for, the Website being temporarily unavailable for any reason.

If You are a Business, You may only use the Website for Your own internal business purposes and please note that We will not be liable for:

- · loss of profits, sales, business, or revenue;
- loss of use, or any business interruption;
- · loss of anticipated savings;
- · loss of business opportunity, goodwill or reputation; or
- any indirect or consequential loss or damage.

If you are a Consumer, We will not be liable to you for any loss of profit, loss of business, business interruption, or loss of business opportunity. The Terms and Conditions shall not affect Your statutory rights under the Consumer Rights Act 2016.

#### **Copyright Notice**

We are the owner or licensee of all intellectual property rights in the Website, and in the content of this Website including any materials available or published on it. The Website and its content, including Our trademarks and logos, is copyright of The Goldsmiths' Company Assay Office © The Goldsmiths' Company © and all rights are reserved.

The leopard's head and "Proud to Hallmark in London" badge designs are either registered trademark or unregistered designs of The Goldsmiths' Company Assay Office. The "Proud to Hallmark in London" badge is designed to be used for display on Your website and marketing collateral, and We hereby grant You a licence to use it for that purpose only, while You continue to be registered with Us and use Our Services.

We are the owner or licensee of the patent, copyright, trade secrets, trademarks and any other intellectual property rights which subsist in the Fairtrade logo, Our designs, logos and/or branding, including the leopard's head logo, the "Proud to Hallmark in London" badge, and You

shall not download, copy, share, alter, or in any way use or reproduce any such logos and/or branding without Our prior written permission. Title to such intellectual property rights shall remain vested in Us or Our licensors. Any rights not expressly granted herein are reserved to Us.

Any redistribution or reproduction of part or all of the content of this Website in any form is prohibited other than the following:

- You may print or download to a local hard disk extracts in an unaltered form for Your personal and non-commercial use only;
- You may copy the content to individual third parties for their personal use, but only if You acknowledge the Website as the source of the material and Our copyright in the content;
- You may print Dealers Notices solely in accordance with the conditions set out on the Website.

You must not modify any such copies or downloads, and any illustrations, photographs, video sequences or graphics must include their accompanying text.

# **Governing Law**

If You are a Consumer, please note that the Terms and Conditions, their subject matter and their formation, are governed by English law. You and We both agree that the courts of England will have non-exclusive jurisdiction over any claim arising from or related to a visit to the Website. However, if you are a resident of Northern Ireland You may also bring proceedings in Northern Ireland, and if You are resident of Scotland, You may also bring proceedings in Scotland.

If You are a Business, the Terms and Conditions, their subject matter and their formation (and any non-contractual disputes or claims) are governed by English law. You and We both agree to the exclusive jurisdiction of the courts of England over any claim arising from or related to a visit to the Website, although We retain the right to bring proceedings against You for breach of the Terms and Conditions in your country of residence or any other relevant country.

## General

If any provision of the Terms and Conditions shall be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable and shall not affect the validity and enforceability of any remaining provisions.

The Terms and Conditions constitute the entire agreement between You and Us with respect to the subject matter hereof and shall supercede all previous representations, agreements and other communications between You and Us, both oral and written.

To contact Us, call on 0207 606 8971 or via the Contact Us page on the Website.

Thank You for visiting Our Website.

## DATA PRIVACY NOTICE

#### Introduction

We are the Goldsmiths' Company trading as the Goldsmiths' Company Assay Office, the Goldsmiths' Company Assay Office London, the London Assay Office, and Assay Office London ("Goldsmiths' Company") whose principal place of business is at Goldsmiths' Hall Gutter Lane London EC2V 8AQ, United Kingdom.

The Goldsmiths' Company respects the privacy of every individual who visits Our Website. This Privacy Notice informs You about how we collect and process Your Personal Data through Your use of the Website and provides details of the data We collect and how We use that data. This notice will also instruct You on what to do if You do not want Your Personal Data collected or shared when You visit Our Website, order Our Goods and/or Services or respond to Our communications. All handling of your Personal Data is done in compliance with the General Data Protection Regulation (EU) 2016/679 ("Data Protection Legislation").

Our Data Protection Officer is responsible for for overseeing questions in relation to this privacy notice. If you have any questions about this privacy notice, including any requests to exercise Your legal rights, they can be contacted at DPO@thegoldsmiths.co.uk.

The Website may include links to third-party websites, plug-ins and applications. Clicking on those links or enabling those connections may allow third parties to collect or share data about You. We do not control these third-party websites and are not responsible for their privacy statements. When You leave Our website, We encourage You to read the privacy notice of every website You visit.

## **Data Controller**

The Goldsmiths' Company (as identified above) is the controller responsible for Your Personal Data.

## **Personal Data**

Personal data means any information about an individual from which that person can be identified ("Personal Data"). It does not include data where the identity has been removed (anonymous data).

We will only collect information which personally identifies You if You provide it to us voluntarily on Your Registration. The information We may collect is grouped together as follows:

**Identity Data** includes first name, maiden name, last name, Sponsor's Mark, hallmark registration, username or similar identifier, and title.

Contact Data includes billing address, delivery address, email address and telephone numbers.

Financial Data includes bank account and payment card details.

**Transaction Data** includes details about payments to and from you and other details of products and services you have purchased from us.

**Technical Data** includes internet protocol (IP) address, your login data, browser type and version, time zone setting and location, browser plug-in types and versions, operating system and platform and other technology on the devices you use to access this website.

**Profile Data** includes your username and password, purchases or orders made by you, your interests, preferences, feedback and survey responses, and any company details where relevant.

Usage Data includes information about how you use our website, products and services.

**Marketing and Communications Data** includes [your preferences in receiving marketing from us and our third parties and your communication preferences].

We do not collect any **Special Categories of Personal Data** about You (this includes details about Your race or ethnicity, religious or philosophical beliefs, sex life, sexual orientation, political opinions, trade union membership, information about Your health and genetic and biometric data). Nor do We collect any information about criminal convictions and offences.

## **Non-Personal Data Collected Automatically**

In some cases, We may collect information about You that is not personally identifiable. Examples of this type of information include the type of internet browser You are using, the type of computer operating system You are using and the domain name of the Website from which You linked to Our site or advertisement.

We also collect, use and share **Aggregated Data** such as statistical or demographic data. Aggregated Data may be derived from Your Personal Data but is not considered Personal Data in law as this data does not directly or indirectly reveal Your identity.

Please note that where We need to collect Personal Data by law, or under the terms of a Contract We have with You and You fail to provide that data when requested, We may not be able to perform the Contract and We may have to cancel an Order or Service You have with Us but We will notify You if this is the case at the time.

We process some Personal Data as part of a contractual relationship with a Data Controller. Any requests to restrict this type of processing should be forwarded to the Data Controller; they will be responsible for discussing your concerns and making any decisions.

## How is Your Personal Data collected?

We use different methods to collect data from and about you including through:

Direct interactions. You give us Your Identity, Contact and Financial Data when You:

- submit Orders for Our Goods or Services;
- create an Account on Our Website;
- subscribe to Our service or publications;
- request marketing or documentation to be sent to You;
- attend events offered by Us;
- · enter a competition, promotion or survey; or
- give Us some feedback.

Automated technologies or interactions. As you interact with Our Website, We may automatically collect Technical Data about your equipment, browsing actions and patterns. We collect this Personal Data by using cookies and other similar technologies. Please see our cookie policy below for further details.

**Third parties or publicly available sources.** We may receive Personal Data about you from various third parties and public sources as set out below:

Technical Data from the following parties:

• analytics providers such as Google based outside the EU.

Contact, Financial and Transaction Data from providers of technical, payment and delivery services such as WorldPay, Verifone, Royal Mail, Fed Ex, UPS, some of which are based outside the EU.

Identity and Contact Data from data brokers or aggregators such as Plimsoll and Databroker Limited based in the EU.

Identity and Contact Data from publicly availably sources such as Companies House and the Electoral Register based inside the EU.

## The lawful basis and purposes for processing Your data

There must be a lawful basis for Our use and processing of Your Personal Data, as follows:

- where You have given Your consent for Us to do so;
- performance of a contract with You;
- where We have to comply with a legal or regulatory obligation;
- the protection of Your, or another's vital interests;

- where there is a public interest or under official authority;
- where it is necessary for Our legitimate interests or those of a third party.

Legitimate interests are a basis upon which the law permits the processing of an individual's Personal Data and Our legitimate interests are assessed by Our Data Protection Officer as objectively as possible. You are able to object to Our processing and We shall consider the extent to which this affects whether We have a legitimate interest. If You would like to find out more about Our legitimate interests, please contact Our Data Protection Officer DPO@thegoldsmiths.co.uk.

The table below sets out the purposes for which We may use and process Your Personal Data, and the lawful basis and legitimate interest for doing so:

Purpose for Processing Table				
Purpose/Activity	Type of data	Lawful basis for processing including basis of legitimate interest		
To register you as a new customer	<ul><li>(a) Identity</li><li>(b) Contact</li></ul>	Performance of a contract with you		
To process and deliver your order including: (a) Manage payments, fees and charges (b) Collect and recover money owed to us	<ul> <li>(a) Identity</li> <li>(b) Contact</li> <li>(c) Financial</li> <li>(d) Transaction</li> <li>(e) Marketing and Communications</li> </ul>	<ul><li>(a) Performance of a contract with you</li><li>(b) Necessary for our legitimate interests (to recover debts due to us)</li></ul>		
To manage our relationship with you which will include: (a) Notifying you about changes to our terms or privacy policy (b) Asking you to leave a review or take a survey	<ul> <li>(a) Identity</li> <li>(b) Contact</li> <li>(c) Profile</li> <li>(d) Marketing and Communications</li> </ul>	<ul> <li>(a) Performance of a contract with you</li> <li>(b) Necessary to comply with a legal obligation</li> <li>(c) Necessary for our legitimate interests (to keep our records updated and to study how customers use our products/services)</li> </ul>		
To enable you to partake in a prize draw, competition or complete a survey	<ul> <li>(a) Identity</li> <li>(b) Contact</li> <li>(c) Profile</li> <li>(d) Usage</li> <li>(e) Marketing and Communications</li> </ul>	<ul> <li>(a) Performance of a contract with you</li> <li>(b) Necessary for our legitimate interests (to study how customers use our products/services, to develop them and grow our business)</li> </ul>		
To administer and protect our business and this website (including troubleshooting, data analysis, testing, system maintenance, support, reporting and hosting of data)	<ul><li>(a) Identity</li><li>(b) Contact</li><li>(c) Technical</li></ul>	(a) Necessary for our legitimate interests (for running our business, provision of administration and IT services, network security, to prevent fraud and in the context of a business reorganisation or group restructuring exercise)		

		(b) Necessary to comply with a legal obligation
To deliver relevant website content and advertisements to you and measure or understand the effectiveness of the advertising we serve to you	<ul> <li>(a) Identity</li> <li>(b) Contact</li> <li>(c) Profile</li> <li>(d) Usage</li> <li>(e) Marketing and Communications</li> <li>(f) Technical</li> </ul>	Necessary for our legitimate interests (to study how customers use our products/services, to develop them, to grow our business and to inform our marketing strategy)
To use data analytics to improve our website, products/services, marketing, customer relationships and experiences	(a) Technical (b) Usage	Necessary for our legitimate interests (to define types of customers for our products and services, to keep our website updated and relevant, to develop our business and to inform our marketing strategy)
To make suggestions and recommendations to you about goods or services that may be of interest to you	<ul> <li>(a) Identity</li> <li>(b) Contact</li> <li>(c) Technical</li> <li>(d) Usage</li> <li>(e) Profile</li> </ul>	Necessary for our legitimate interests (to develop our products/services and grow our business)

Any information You give Us will be stored on Our systems and may be processed and used by Us and disclosed to, processed and used by other companies that assist Us in providing Our Goods and Services so that Your Order can be processed. We shall only use Your payment card/account details in order to process Your Order and We shall not disclose Your payment card/account details to third parties except as set out in this clause or as required by law.

We will not otherwise disclose, sell, distribute or lease Your Personal Data to third parties unless We have Your permission or are required by law to do so.

# **Disclosure of Your Personal Data**

We may have to share your Personal Data with other parties for the purposes set out in the table above, for example:

- Other companies in Our group who provide IT and system administration services and reporting;
- Third party service providers (for IT and system administration services), professional advisors including lawyers, bankers, auditors and insurers, and regulatory bodies, such as HM Revenue & Customs, regulators and other authorities.
- Specific third parties such as The Guild of Valuers and Jewellers, and Pulse;
- Third parties to whom we may choose to sell, transfer, or merge parts of our business or our assets. Alternatively, We may seek to acquire other businesses or merge with them. If a change happens to our business, then the new owners may use your Personal Data in the same way as set out in this privacy notice.

These third-party interests are shown in the table below. We require all third parties to respect the security of your Personal Data and to treat it in accordance with the law. We do not allow our third-party service providers to use your Personal Data for their own purposes and only permit them to process your Personal Data for specified purposes and in accordance with our instructions.

Some of our external third parties are based outside the European Economic Area (EEA) so their processing of your personal data will involve a transfer of data outside the EEA. Whenever we transfer your personal data out of the EEA, we ensure a similar degree of protection is afforded to it by ensuring at least one of the following safeguards is implemented:

- We will only transfer your personal data to countries that have been deemed to provide an adequate level of protection for personal data by the European Commission.
- Where we use certain service providers, we may use specific contracts approved by the European Commission which give personal data the same protection it has in Europe.
- Where we use providers based in the US, we may transfer data to them if they are part of the Privacy Shield which requires them to provide similar protection to personal data shared between the Europe and the US.

Third-party Data Controllers				
Name and Contact Details	What processing are we performing for them?	EU representative (if applicable)		
Third party Data Processors				
Name	Purposes for the processing we need them to carry out	Their subprocessors and destination of the data		
EventBrite	As shown in the Purpose for Processing Table	EU		
Salesforce	"	Non EEA		
Microsoft	66	Non EEA		
UK Fast	ű	UK		
Verifone	"	Non EEA		
Worldpay	"	Non EEA		
Fat Media	"	UK		
Royal Mail	"	UK		
The Guild of Valuers	"	UK		

The Pulse Group	"	UK
Campaign Monitor	"	Non EEA

## Marketing

You will receive marketing communications from Us if you have requested information from Us or purchased Goods or Services from Us or if You provided Us with your details when you attended an event or entered a competition or registered for a promotion but not if You have opted out of receiving that marketing.

We will get Your express opt-in consent before We share Your Personal Data with any third party company for marketing purposes.

You can ask us or third parties to stop sending you marketing messages at any time by following the opt-out links on any marketing message sent to You or by contacting us on 0207 606 8971 at any time.

# Information We May Place Automatically On Your Computer's Hard Drive ("Cookie")

We may obtain information about your general internet usage and the usage of our website by using a cookie file which is stored on your computer or smartphone. Cookies help us to improve our website and to deliver a better and more personalised service to you to match Your interests and preferences, and some of the cookies we use are essential for our website to operate. A Cookie does not give Us access to Your computer or any information about You other than the data You chose to share with Us. You can block cookies by activating settings on the website browser that You are using. However, if You use the settings to block all cookies (including essential cookies) You may not be able to fully access all areas of Our website.

Please refer to Your browser instructions or help screen to learn more about these functions.

For detailed information on the cookies we use and the purposes for which we use them please see our Cookie policy.

## **Data Retention and Security**

We will only retain Your Personal Data for as long as necessary to fulfil the purposes that We collected it for, including for the purposes of satisfying any legal, accounting, or reporting requirements.

To determine the appropriate retention period, We consider the amount, nature, and sensitivity of the data, the potential risk of harm from unauthorised use or disclosure, the purposes for which We process it and whether We can achieve those purposes through other means, and the applicable legal requirements.

Where Personal Data is held by Us because it is needed for the performance of a contract, it will be held for a period of six years for the purposes of exercising or defending any legal claims.

Details of retention periods for different aspects of your Personal Data are available in our retention policy which you can request from us by contacting Us at <u>DPO@thegoldsmiths.co.uk</u> or 0207 606 8971 (Goldsmiths' Hall).

We are committed to ensuring that Your Personal Data is secure. In order to prevent unauthorized access, use or disclosure We have put in place suitable physical, electronic and managerial procedures to safeguard and secure the information We collect. Our security technologies and procedures are regularly reviewed to ensure that they are up to date and effective.

We have put in place procedures to deal with any suspected Personal Data breach and will notify you and any applicable regulator of a breach where we are legally required to do so.

You must keep secret any membership numbers, personal security codes and passwords that We may give You for Your access to certain areas of the Website and comply with any

instructions that We may give You in order to keep such details safe. You should ensure that any payment transactions You make are made in a secure environment.

# **Control of Your Personal Data and Your rights**

It is important that the Personal Data We hold about You is accurate and current. Please keep Us informed if Your Personal Data changes during Your relationship with Us, by updating Your details on Your Account with Us, or otherwise informing Us in writing.

You are in control of how We use the information You provide and You have rights under Data Protection Legislation in relation to Your Personal Data. You have the right to , at any time :

- 1. request access to your Personal Data;
- 2. ask for Your Personal Data to be corrected or updated;
- 3. ask Us to erase Your Personal Data from Our records;
- 4. tell Us if You do not want Us to use Your Personal Data for the purposes outlined above;
- 5. request transfer of Your Personal Data.
- 6. withdraw Your consent where You have previously given it.

To do this, please contact us at the e-mail address listed at the bottom of this statement. For security reasons, We may need to request specific information from You to help us confirm Your identity and ensure your right to access your Personal Data (or to exercise any of your other rights).

You will not have to pay a fee to access your Personal Data or to exercise any of the other rights. However, We may charge a reasonable fee if Your request is clearly unfounded, repetitive or excessive. Alternatively, We may refuse to comply with your request in these circumstances.

We try to respond to all legitimate requests within one month. Occasionally it may take Us longer than a month if Your request is particularly complex or You have made a number of requests. In this case, We will notify You and keep You updated.

## **Changes to this Privacy Policy**

The data protection law in the UK will change on 25 May 2018. Although this privacy notice sets out most of Your rights under the new laws, We may not yet be able to respond to some of Your requests (for example, a request for the transfer of Your Personal Data) until May 2018 as We are still working towards getting Our systems ready for some of these changes.

We may occasionally update this Privacy Policy. When We do, We will notify You either by placing a prominent notice on the home page of Our Website or by directly sending You notification. We encourage You to periodically review this Privacy Policy to stay informed about how We are using and protecting Personal Data We collect. Your continued use of the Website constitutes Your agreement to this Privacy Policy and any updates that We may make.

## **Contact Information**

If You would like to contact us about Your Personal Data or this Privacy Notice, please send us an e-mail at the following e-mail address <u>info@assayofficelondon.co.uk</u>. We will take all appropriate measures to satisfy Your request. If you believe that we have failed in our compliance with data protection legislation, complaints can be made to the Information Commissioner's Office by visiting <u>https://ico.org.uk/concerns/</u>.

## **COOKIE POLICY**

#### Information about Our use of Cookies

Our Website uses cookies. A cookie is a small file of letters and numbers that is stored on Your computer or smartphone when You visit a website.

Cookies are useful as they help Us to provide you with a good experience when You browse our site. They help Us to improve Our Website and to deliver a better and more personalised service

to You to match Your interests and preferences, and some of the cookies we use are essential for our website to operate. By continuing to browse the Website, you are agreeing to our use of cookies, and you are giving your consent that cookies (as listed below) may be used.

We use the following types of cookie:

- a) Strictly necessary cookies. These are cookies that are required for the operation of Our Website. They include, for example, cookies that enable You to log into secure areas of Our website and to use a shopping cart.
- b) Functionality cookies. These are used to recognise You when You return to Our Website. This enables Us to personalise Our content for You, greet You by name and remember Your preferences.
- c) Analytical/performance cookies. They allow Us to recognise and count the number of visitors and to see how visitors move around Our Website when they are using it. This helps Us to improve the way Our Website works, for example, by ensuring that users are finding what they are looking for easily. Some of these are third party cookies which analyse website usage.
- d) Targeting cookies. These cookies record Your visit to Our Website, the pages You have visited and the links You have followed. We use this information to make Our Website and the advertising displayed on it more relevant to Your interests. This information is anonymous and cannot identify You personally, but We may share it with third parties to help tailor advertising to Your particular interests.

You can find more information about the individual cookies We use and the purposes for which We use them by following this link.

You can block cookies by activating settings on the website browser that You are using. However, if You use the settings to block all cookies (including essential cookies) You may not be able to fully access all areas of Our Website.

To find out more about cookies, including how to see what cookies have been set and how to manage and delete them, visit www.allaboutcookies.org.

# **GOODS AND SERVICES**

The use of this Website for the ordering and/or purchasing of Our Goods and Services is subject to the Terms and Conditions which comprise these Website terms and conditions and Our terms and conditions of sale which can be found at www.assayofficelondon.co.uk and all terms used have the same meanings as given to them in the Terms and Conditions unless We explicitly state otherwise.

By ordering or purchasing Our Goods and/or Services on this Website You are agreeing to comply with and be bound by the Terms and Conditions.

You may use this Website for ordering and payment of Our Goods and Services, including but not limited to Hallmarking, and provision of Dealer's notices, and registering Hallmarks. You may also use the site to track the progress of any Packets of Articles submitted to Us. We use reasonable endeavours to keep information on Our Website up-to-date and correct, but please refer to Our Disclaimers above with regard to any information that We may provide on the tracking of Packets of Articles.

# **Ordering Goods and Services Online**

Orders for Our Goods or Services may be made on-line through Our Website, www.assayofficelondon.co.uk. To submit an Order on the Website, select the Goods or Services You require by following the onscreen prompts. You will be asked to provide Your details and other Order information. Please note all of Our Terms and Conditions including Our privacy policy.

You will have the opportunity to check your Order and correct any input errors up until the point that you submit Your Order. If You have any questions then please contact Us using the details on the 'Contact Us' page of this Website.

# **Accepting Orders and Refund Policy**

It is very important that You check Your Order and/or the Hallnote before submitting them online as You may not be able to cancel Your Order once We have commenced the Services and/or manufacture of the Goods, and any changes You request will be subject to additional fees as detailed in our Terms and Conditions.

Your Registration and any Orders submitted via the Website have been accepted by Us when You have received an acceptance email or confirmation message from Us. You must then send Us any Packet(s) associated with Your Order within 21 days, as if you fail to do so, Your Order becomes obsolete.

For Orders via the Website, a contract for the purchase of Services or Goods by You is formed only when We have accepted Your Order.

## **Businesses**

If You are purchasing Our Goods and/or Services as a business, the Services will commence upon receipt by Us of Your Articles and manufacture of the Goods will commence upon receipt by Us of Your Order. Your rights to a refund are as stated in the Terms and Conditions in the event that the Services or Goods are faulty.

## Consumers

If You are purchasing Our Goods or Services as a consumer, the Services will commence upon receipt by Us of Your Articles and manufacture of the Goods will commence upon confirmation by Us of Your Order. You cannot cancel an Order for the Goods once We have sent You a confirmation, as the work will have commenced on the manufacture of the Goods which are bespoke to You. You cannot cancel an Order for Services once We receive Your Articles, as the Services will commence when We receive them.

You will only be entitled to a refund in accordance with Your legal rights, such as if the Services have not been carried out with reasonable skill and care or the Goods are faulty, not of satisfactory quality or not manufactured as specified.

# **Prices and Payment**

Our prices and fees for Goods and Services are shown on the Website or as notified to You by Us. Once we have accepted your Order by sending You a confirmation message, You agree to pay Us as set out in Our Terms and Conditions and in accordance with the terms and conditions of Our online payments provider.

Our online payment partners are authorised and registered by the Financial Services Authority. Please refer to their terms and conditions for further information.

#### **Provision of Services**

We may at any time without notifying You make any changes to the Services or Goods which are necessary to comply with any applicable statutory, legal or other requirements, or which do not materially affect the nature or quality of the Services or Goods or which are necessary due to events or circumstances beyond Our reasonable control.



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Hallmark of The Goldsmiths' Company since 1300