



*The*  
**GOLDSMITHS'**  
*Company*

ASSAY OFFICE

## **Goldsmiths' Company Assay Office Terms and Conditions**

**Version 2.4 - Feb 2023**

These terms and conditions shall apply to all contracts for the supply of goods and services by The Goldsmiths' Company trading as the Goldsmiths' Company Assay Office, the Goldsmiths' Company Assay Office London and the London Assay Office whose principal place of business is at Goldsmiths' Hall, Gutter Lane, London EC2V 8AQ, United Kingdom ("We", "Us", "Our") and you, the client specified in the applicable order (hereinafter jointly referred to as "Both of Us").

### **1 Definitions.**

The following terms have the meanings set forth below whenever they are used in the Terms and Conditions:

|               |   |
|---------------|---|
| "Account"     | means Your online and financial account with Us, under which Your transactions, payments, notifications from Us, and other details (including Registration) are recorded, and which may at Our discretion include a credit account and associated credit limit. |
| "Articles"    | means the articles supplied by You for which You require the Services to be performed.  |
| "Artwork"     | means the artwork provided by You to Us (including any minor adjustments made by Us at Your request) for Your Registration, and for use in Hallmarking or Marking.  |
| "Assay"       | means to test the Articles for Fineness and "Assayed" and "Assaying" shall be construed accordingly.  |
| "Business"    | typically means an entity (which can be a person or a company) engaged in commercial or professional activities.  |
| "Company"     | means the entity using the Services, including its employees and subcontractors.  |
| "Consignment" | means a group of Packets delivered to Us where each group must be made up of Packets for one service level, one Sponsor's mark, one invoice address, and one return address (if You use postal services).   |
| "Consumer"    | typically means a person who purchases goods and services for personal use only.  |
| "Event"       | means an event or tour provided by Us.  |
| "Fee"         | means the fee payable by You to Us in respect of the Goods and/or Services as set out in Our pricelist detailed on the Website or in Our literature, as provided to You by Us, or as otherwise notified to You by Us.   |
| "Fineness"    | means the precious metal content of an Article.   |

|                        |  |
|------------------------|--|
| “Goods”                | means the goods supplied by Us, which may include but shall not be limited to Punches.   |
| “Hallmarking”          | means Our hallmarking and Assaying service as described on the Website or in Our literature, as provided to You by Us.   |
| “Hallnote”             | means Our hallnote substantially in the form detailed on the Website or as supplied to You by Us from time to time. A separate Hallnote must be used for each metal fineness, Marking method, Sponsor’s Mark, and type of Mark (Full UK Traditional, Convention, Minimum UK, Fairtrade)  |
| “Marking”              | means Our service using a method of marking by a Punch or laser as described on the Website or in Our literature, as provided to You by Us.  |
| “Order”                | means Your order for Our Goods and/or Services (including the provision of Events) which may include but shall not be limited to a Hallnote and which shall detail the Goods and/or Services to be supplied.   |
| “Packet”               | means an individual packet of Articles, where each packet must be made up of Articles of one metal and one Fineness only, and requiring one marking method and one type of hallmark only.  |
| “Packet Costs”         | means any fees, costs or expenses relating to postage, carriage, carriage insurance, importation, duties, customs, taxes, packaging or any other similar costs related to You sending a Packet or Consignment to Us.   |
| “Problem”              | means any faults or errors with the Services performed by Us with respect to the Goods and/or Articles and notified in accordance with Clause 4.   |
| “Punch”                | means a punch which includes Your Sponsor’s Mark or Your approved Artwork, manufactured either by Us or by You.  |
| “Refund”               | means any refund to You in accordance with the provisions of Clause 5.   |
| “Registration”         | means the registration of Your Sponsor’s Mark (and any associated information) with Us as described on the Website or in Our literature as provided to You by Us and “Register” shall be construed accordingly.  |
| “Registration Term”    | means a period of ten (10) years from the date of registration of a Sponsor’s Mark or the date of any renewed registration.  |
| “Regulations”          | means all laws and regulations and guidelines applicable to the Services and any subsequent amendments and additions thereto including but not limited to the Hallmarking Act 1973 and the Mutual Recognition Regulation (EC) No. 764/2008.  |
| “Rules for Submission” | means the rules set out in the Terms and Conditions (including Clause 5 and the Schedule) and on Our Website, including the following requirements: <ul style="list-style-type: none"> <li>a) For each consignment You can select one Service Level, one Sponsor’s Mark, (and one return address if you’re posting). You can only have one invoice address per consignment;</li> <li>b) Where You submit packets containing mixed marking methods or more than one Sponsor’s Mark, You must use separate Hallnotes.</li> </ul> |
| “Schedule”             | means the attached schedule showing the service arrangements, Service Levels and rules that apply to Our Hallmarking Services when you submit an Order for Hallmarking to Us.  |
| “Services”             | means those services provided by Us to You in respect of the applicable Order (including provision of Events), as described on the Website, or the Terms and Conditions or in Our literature.  |

|                        |  |
|------------------------|--|
| “Service Level”        | means the level of Service requested by You in Your Order for Hallmarking which may be Next Day (Early Hall), One Hour or Standard, as defined and set out in, and subject to the terms of, Clause 5 and the Schedule.                                     |
| “Smelting”             | means Our smelting service for precious metal scrap as described on the Website or in Our literature, as provided to You by Us.  |
| “Sponsor’s Mark”       | means Your mark which is unique within the Goldsmiths’ Company Assay Office and which is registered with Us (under Your Registration) for Hallmarking purposes.  |
| “Terms and Conditions” | means the terms and conditions set out herein and on the Website, including Our terms and conditions for use of the Website including but not limited to the acceptable use policy, privacy policy, copyright notice, limits of liability and disclaimers. |
| “Website”              | means Our website at <a href="http://www.assayofficelondon.co.uk">www.assayofficelondon.co.uk</a> .  |
| “You”                  | means the client, being a person, firm or corporate body, including the Company, which is specified on the applicable Order or the applicable Hallnote and/or is using the Services, including employees and subcontractors.                               |

## **2 How the Contract between You and Us is formed**

- 2.1 The Order that You submit to Us, together with the Terms and Conditions, creates a binding contract (the “Contract”) for the purchase by You and supply by Us of Goods and/or Services. Each Order together with the Terms and Conditions shall form a separate Contract, independent of all other Contracts that might exist between Us and You. We reserve the right to refuse an Order at Our discretion but shall not unreasonably do so.
- 2.2 To start using Our Services, You should first register with Us by creating an Account online via Our Website. When You register with Us for Hallmarking Services, a Registration will be created, and You can then proceed to submit Orders, including selecting your Sponsor's mark, then ordering your Punch, or choosing to have your work Hallmarked by laser.
- 2.3 You can use Our online services to keep the details associated with Your Registration and Account up to date. You are responsible for setting up your account and for monitoring it on a regular basis for notifications from us. You should keep Your details and contact information up to date with any changes as they occur as We may be unable to provide Services to You or there may be a delay in Our Services if You fail to do so.
- 2.4 If We decide, at Our sole discretion, to issue You with credit facilities as part of Your Account with Us, We will determine the credit limit to apply and We will issue You with payment terms. You acknowledge and agree that in issuing You with credit facilities, We may check third party references and external credit agencies, and that Your Account or credit facilities may be suspended, changed or revoked at any time.
- 2.5 You can view Our Privacy Statement covering how We process Your personal data on the Website, at [www.assayofficelondon.co.uk](http://www.assayofficelondon.co.uk).

## **3 Requesting Goods and Services from Us**

- 3.1 Please review Our Rules for Submission before submitting Your Order to Us. We check each Order and any Articles or items submitted to Us upon receipt. If We find a problem with the Order or a discrepancy between the Order and the corresponding Articles or items We shall notify You prior to proceeding further with the Services.
- 3.2 We may accept receipt of Articles without an order, but only at Our sole discretion and with Our express prior agreement. We shall then complete an Order on Your behalf, and a binding Contract shall be formed upon receipt by Us of the Articles. For the avoidance of doubt, We reserve the right to invoice You an administration fee for this service.



- 4.2 While We shall make reasonable endeavours to maintain timescales for Our Services as agreed with You or in accordance with Your requested Service Level, meeting such timescales shall not constitute the essence of the Contract,.
- 4.3 We may delegate or sub-contract any of Our obligations under any Contract without Your prior written consent but shall inform You of such, and, subject to Clause 16, We shall be liable for all acts or omissions on the part of Our sub-contractors as though they were Our acts and omissions. Please note that Our accredited Services are not sub-contracted to third parties.
- 4.4 If on Our examination of the Articles or items submitted to Us, We in Our reasonable opinion believe that the Articles or items may be counterfeit or if We have reasonable concerns over their authenticity, ownership or title to the associated intellectual property, then We reserve the right to cease work on the Services and decline Your Order, whereupon the Contract shall terminate, and We may inform Trading Standards, the police and/or other authorities. We shall return the Articles or items to You where it is possible to do so, at Your expense, but You acknowledge that We may retain or destroy any Articles in accordance with the Regulations.
- 4.5 In order for Us to provide Our Services to You, You must keep Your details up to date where possible using Our online services and inform Us promptly of any change in Your Registration or Account details, including in particular Your address and/or contact details. While We shall make reasonable endeavours to contact You, You agree that it is Your responsibility to inform Us of such changes, and that We shall not be liable to You for any issue or any Problem that arises due to Your failure to do so.
- 4.6 You agree that any mock ups or images that We provide to You are approximate representations only, and We shall not be liable to You for any non-material discrepancies between such mock-ups or images and Your final Sponsor's Mark or other Goods.

## **5 Hallmarking Service Levels and Refunds**

- 5.1 If We are unable to provide the Hallmarking Services in accordance with Your requested Service Level due to causes that are solely Our fault, then We will refund You a portion or percentage of the Fee as a credit to Your Account. A Refund may be up to 100% of the Fee applicable to the Hallmarking Services.
- 5.2 If We are unable to provide the Hallmarking Services in accordance with Your requested Service Level due to Your failure to meet Your obligations, including if You miss a submission deadline or if You are late in paying Our Fee, the duration of the Hallmarking Services shall be extended and the Service Level shall revert to Standard as set out in the Schedule and the Fees shall be adjusted accordingly.
- 5.3 Any Refund due to You associated with a Packet will be limited to that portion of the Fee that corresponds to the Hallmarking Services and a Refund will only apply for those Articles in the Packet for which the requested Service Level has not been met.
- 5.4 Any Refunds made to Your Account are non-transferable and Refunds will only be provided as a credit to Your Account and only available for You to use within Our specified time-limit. There is no cash alternative to a Refund, and each credit or Refund to Your Account will expire at the end of its specified time limit. If Your registration expires or Your Account is closed, You will lose any outstanding credit on the Account.

## **6 Assaying, Hallmarking and Marking Services**

- 6.1 If You wish to request Hallmarking or Marking from Us, complete a Hallnote and send it to Us along with the Articles in a Packet, ensuring that You are complying with Our Rules for Submission. We shall check the Hallnote and Articles upon receipt and if We find a discrepancy such that We are unable to proceed, We shall notify You prior to proceeding further with the Services. If any details on Your Order are missing, but We acting reasonably believe that Your intention is sufficiently clear and We have enough information to proceed, then We shall complete the Services at Our discretion, and You agree to pay the corresponding Fee.

- 6.2 We may have to take a sample from the Articles in order to perform the Services and You hereby consent to Us taking such samples. While We shall use reasonable care, please note that We shall not be liable for the loss of or damage to any precious stones that are not removed from the Articles prior to submission to Us.
- 6.3 Articles and items submitted to Us are tested to the standards set out in the Regulations, in particular the Hallmarking Act 1973. Any Articles or items found to be below these standards when tested will not be classed as a pass.
- 6.4 If the initial Assay of a Packet of Articles indicates that the Fineness is not to the level indicated on the Hallnote, a retest shall be carried out. If the same result occurs, We shall contact You to discuss how to proceed with the Articles, and subject to Your instructions, the Articles may be returned to You or Marked at the applicable lower standard.
- 6.5 In the event that any Articles fail to reach the minimum standard on Assaying or are made of non-precious metal, We shall notify You and Both of Us shall use reasonable endeavours to agree a suitable course of action. For the avoidance of doubt, We are empowered by the Regulations to destroy any articles that fail Assaying and may choose to do so at Our sole discretion.
- 6.6 We are fully compliant with the Regulations and in the event that You request Hallmarking and/or Assaying from a country in the EU, including the United Kingdom, We reserve the right to invoke Our rights as described in the Regulations with respect to Articles that fail to reach the minimum standard on Assaying or are made of non-precious metal and to mark such failed items as rejected.
- 6.7 We do not provide Assaying or testing for alluvial gold samples and do not accept any dangerous chemicals, environmental, effluent or rock samples.
- 6.8 The type and position of marking used for Hallmarking or Marking shall be at Our discretion unless You specify a type of marking in Your Order. We reserve the right to use a different type of marking to that specified by You if We reasonably consider the type specified to be unsuitable for the Article.
- 6.9 You acknowledge that We may not be able to perform Our Marking or Hallmarking Services in accordance with Your Order, including if Your Sponsor's Mark has expired, or where there is a pre-existing hallmark on the Article. We reserve the right to charge you costs, which shall not exceed the Fee, for Our work and time spent in processing Your Packet and Articles to the point that We identify that We are unable to perform the Services.
- 6.10 You acknowledge that if any of Your Packet(s) fail Assay for any reason:
- a) the full Fee for the Packet is still payable to Us, and that any Packets resubmitted for Hallmarking after failing Assay or if the Marking has been removed after Assay, will incur Our normal Fees; and
  - b) We will need to charge You additional Fees if You require Us to perform complex sampling by working on an entire failed Packet and Marking individual Articles as appropriate.

## **7 Smelting Services**

- 7.1 You shall submit all precious metals as cleanly as possible and remove all base metal inclusions and stones from Articles prior to submission where possible. Failure to remove base metal inclusions and stones may result in increased turnaround times for the Smelting service.
- 7.2 We reserve the right to refuse Smelting services for any Articles that appear to contain dangerous substances such as mercury and We do not provide Smelting for alluvial gold samples.

## **8 Sponsor's Mark Services**

- 8.1 You may choose the design of a Sponsor's Mark from the published standard designs or You may submit Artwork to Us with Your Order.
- 8.2 You warrant that You are the owner of all intellectual property rights that subsist in the Artwork and You shall pay any and all losses, costs and damages awarded by a Court or agreed to be paid by You in settlement in respect of any claim arising from Your breach of this warranty.
- 8.3 You acknowledge that all designs and Artwork submitted by You and any Punch manufactured by You shall be subject to Our review and approval in accordance with the Regulations and/or Our own design and quality standards, and We reserve the right to reasonably reject any such designs, Artwork or Punch at Our sole discretion without liability to You. If We reject any design, Artwork or Punch, We shall advise You of the reasons for such rejection.
- 8.4 In setting up Your Artwork ready for use, We may make minor adjustments to Your Artwork at Your request to enable it to be approved by Us. We reserve the right to charge You an additional fee for Our work in providing such Services.
- 8.5 By submitting an Order to Us, You grant Us a licence to use Your Sponsor's Mark and/or the Artwork in the provision of Services to You.
- 8.6 We may publish Your Sponsor's Mark and disclose your name and contact details in response to enquiries from a third party if You have given Us Your express consent to do so. If You are a company, We may disclose the company details without your consent.
- 8.7 You may give Us authority in writing for a named third-party to use Your Sponsor's Mark. We shall comply with this authority until You inform Us otherwise. You acknowledge that it is Your responsibility to keep Us informed in writing of any changes to such authority, and We shall have no liability to You arising from Your failure to do so.

## **9 Registering a Sponsor's Mark**

- 9.1 Once a design and/or Artwork submitted by You has been approved by Us in accordance with Clause 8.3, We shall register such as Your Sponsor's Mark and shall confirm the Registration to You via your account. You are responsible for monitoring Your Account on a regular basis for notifications from Us about Your Registration
- 9.2 We shall notify you via Your Account You regarding renewal of the Registration of Your Sponsor's Mark giving You reasonable notice prior to the end of the Registration Term. You may renew the Registration online and pay the corresponding Fee via Your Account. If You delay Your renewal, You may still renew the Registration up to six (6) months after the expiry of the Registration Term, but this will be subject to a higher Fee.
- 9.3 You acknowledge that the Registration of Your Sponsor's Mark shall be valid only for the Registration Term and We shall not be able to provide Services to You if Your Registration is no longer valid and You have not renewed it with Us. For the avoidance of doubt, We cannot Mark any Articles with a Sponsor's Mark for which the Registration has expired.
- 9.4 If You decide not to renew the Registration of Your Sponsor's Mark with Us and You have not renewed Your Registration in the six (6) month period after expiry of the Registration Term, then You acknowledge and agree that Your Registration will lapse and that We may destroy any associated Punches at Our sole discretion without liability to You.
- 9.5 You agree to notify Us in writing of any transfer or proposed transfer of ownership in a Sponsor's Mark, and comply with any of Our additional procedures (including completion of associated documents) as advised to You by Us in order to complete such transfer. We shall not be able to complete any such transfer unless both the transferee and transferor have complied with Our transfer procedures.

## **10 Manufacture of Punches**

- 10.1 If specified on the Order or as otherwise requested by You, We shall manufacture the Punch for You. We shall hold the Punch at Our premises for future use unless otherwise requested by You.
- 10.2 Punches may only be Ordered if You hold a valid and current Registration with Us.
- 10.3 Title in the Punch shall belong to You once We have received payment of the applicable Fee in full.
- 10.4 If We make a special offer to You for the manufacture of a Punch free of charge, title in such Punch shall remain with Us, and the Punch shall be held by Us at Our premises for use in the provision of further Services to You.

## **11 Valuations**

- 11.1 If You request Our valuation Services, We shall agree with You any specific arrangements for submission, and return or collection of, the Articles that You wish to be valued, On or before submission, You agree to provide Us with any information concerning the provenance of the Articles and any concerns expressed by third parties in relation to the ownership, condition, authenticity or attribution of the Articles, and You warrant that You are unaware of any other matter relating to the Articles that would affect Our valuation.
- 11.2 We shall use Our reasonable endeavours to provide an accurate valuation of any Articles that You ask us to value, including the use of third party experts to review and analyse the Articles using appropriate tools and techniques. However, You acknowledge that any valuation or report provided by Us is a genuinely held opinion only, taking into account what We know about the Articles and the then-current market conditions, and may not be relied upon as a prediction of the selling price or value of the Articles, and may be revised by Us from time to time at Our sole discretion.
- 11.3 You agree that We shall have sole discretion as to the method of any authentication or valuation of the Articles.
- 11.4 The results of the valuation Service and any associated information will be provided to You in writing in a valuation report.

## **12 Events including Tours**

- 12.1 If We accept Your Order for an Event, We shall send you a date and time confirmation and for online Events, We may also issue You with a code which You will be required to enter in order to access the event. Payment for Events will normally be taken in full at the time of ordering.
- 12.2 You will be asked to provide contact details of all of the attendee(s) you wish to book on the Event. You should draw their attention to the Terms and Conditions and You must make sure You have their permission before adding their details to the event booking. If you wish to make changes to the names and details of the attendees for an event, please notify us as soon as practicable.
- 12.3 Where appropriate, please inform us if you have any specific dietary, access or other needs that may affect Your or other attendees' participation on the Event.
- 12.4 The Event will be provided as far as reasonably possible in accordance with its description as published on Our website or any brochure issued by Us and subject to the Terms and Conditions. We may correct any typographical or other errors or omission in any description, brochure, promotional literature, price lists or other documents relating to the Event without liability to You.
- 12.5 We may at any time without notifying you make any changes to the Event which are necessary to comply with any applicable safety or other requirements, or which do not materially affect the nature or quality of the Event or which are necessary due to circumstances beyond Our reasonable control.



- 12.6 You confirm that You and Your attendees will comply with the instructions, recommendations and applicable terms and conditions that You are informed of by Us or by any third party who provides the venue or other facilities for the Event. All attendees should take care of their possessions when attending Events as We shall not be held responsible for any loss of or damage to them while on Our premises or those of a third party.
- 12.7 Whilst every attempt is made to ensure that Events run as planned, We reserve the right to cancel an Event for any reason, including for lack of demand or the unavailability of any speaker, facilities or venue. We will notify You of any cancellation as soon as practicable. In the event of cancellation by Us We will try to offer You an alternative date for the Event if this is possible. If You have paid for the Event You will be offered a choice of a full refund of sums paid or (where applicable) an alternative date for the Event. We will not be obliged to offer any compensation to You for any disappointment suffered or for any indirect or consequential losses, costs or damages incurred by You (such as your travel expenses for example) as a result of cancellation of an Event by Us.
- 12.8 You agree that We may take camera footage of Events without identifying You and use such footage on Our Website and for marketing purposes.

### **13 Completion of Services**

- 13.1 If We are sending Articles or Goods to You, We shall use the level of postal insurance that You have indicated on Your Order. If You have not completed this information on Your Order, We have to assume that You require the highest level of insurance, and You agree to pay the corresponding cost which We shall include in the Fee.
- 13.2 We reserve the right to charge You for Our reasonable storage costs if You do not:
- a) accept delivery of the Articles within two (2) months of Our attempt to deliver the Articles, or
  - b) collect the Articles from Us within two (2) months of receipt of Our notification of their availability for collection by You.
- 13.3 If after the two (2) month period, You do not either collect the Articles from Us or accept delivery of the Articles when We attempt to deliver them to You, then We shall notify You of Our intention to sell the Articles. We reserve the right to sell the Articles if You do not either collect the Articles from Us or accept delivery of the Articles from Us within three (3) months of Our notification to You that We intend to sell the Articles.
- 13.4 If We sell the Articles, We shall retain a portion of the proceeds to cover any Fees owed by You to Us and Our reasonable costs in effecting such sale, and We shall hold the remaining profit from the sale, if any, for You for a period of at least six (6) years. You acknowledge that after this time You may not be able to claim any such remaining profit.
- 13.5 You shall check the Goods and/or Articles received or collected by You and notify Us within fourteen (14) days of such Goods and/or Articles leaving Our premises if there is a Problem. You may notify Us initially by telephone and You shall then confirm such notification in writing, (to include by email), and shall supply any additional information or photographs of the Goods and/or Articles reasonably requested by Us.
- 13.6 If there is a valid Problem, as verified by Us, We will re-perform the Services in question in order to remedy the Problem and if in Our reasonable opinion, We are unable to remedy such Problem then We will refund the corresponding Fee if paid and retain the Articles in question (or You shall return the Articles to Us if they are in Your possession) if they are to be scrapped and the Contract shall immediately terminate. For the avoidance of doubt, any claims made by You for Problems are subject to the limit of Our liability as set out in Clause 16 and We shall not be liable to repair any damage to Articles or replace any damaged Goods unless such damage was caused by Our negligence.
- 13.7 For the avoidance of doubt, We shall not be responsible for any problems or issues with Goods or Articles: (i) which existed prior to the performance of the Services, (ii) which have occurred in transit, or (iii) which have been caused by You or any other third party.

- 13.8 You agree that We may take camera footage of Our work on Your Articles and/or the Goods during Our provision of the Services, for security purposes and Our internal records. Unless We are required to disclose it by law, such footage shall only be used by Us for Our internal purposes, including for training purposes or to support the resolution of a Problem.

## **14 Fees & Payment**

- 14.1 You shall pay Us the Fees as set out on the Website or as otherwise advised to You in writing for Goods and Services in accordance with the Contract. Except as provided by Clause 14.2 or in the Website terms and conditions or otherwise agreed in writing by Us You shall:
- a) wherever possible pay the Fee online at the time of making Your Order; or
  - b) include payment of the Fee with the Order if the Goods or Articles are being delivered to You or if the Goods are being retained by Us for use in Our provision of further Services to You; or
  - c) pay the Fee directly to Us when You collect the Goods or Articles from Us.
- For the avoidance of doubt, We must receive Your payment before We can release the Articles or Goods to You.
- 14.2 If You have a credit account with Us, We shall invoice the Fee on completion of the Services and/or delivery of the Goods unless otherwise agreed in writing by Us. You hereby agree to pay Our invoices within thirty (30) days of the date thereon unless otherwise set out in the payment terms We issue to You or otherwise agreed in writing by Us. We may appropriate any payment made by You against any outstanding Fees at Our discretion despite any purported appropriation by You.
- 14.3 You shall be liable for any other agreed upon fees, any value added, sales, excise or other taxes or customs duties applicable. You shall notify Us in writing within 10 days of receipt of an invoice that the invoice is in dispute.
- 14.4 If payment of the Fee or any part thereof is overdue then We may at Our option:
- a) suspend Your Account and/or all work in progress on Goods or Services until such payment is made; or
  - b) hold a general lien on any Articles in Our possession against such payment and dispose of such Articles at Our discretion in order to satisfy Your debt upon fourteen (14) days written notice to You; or
  - c) treat such as a material breach and terminate the Contract in accordance with Clause 17.2 a).
- 14.5 The Fee shall be: (i) as set out in Our pricelist detailed on the Website or in Our literature, as provided to You by Us; or (ii) as otherwise notified to You by Us, at the time of Your submission of the Order or Our completion of the Order on Your behalf in accordance with Clause 3.2; or as informed to You by Our accounts department if any adjustment needs to be made during Our performance of the Services.

## **15 Warranties**

- 15.1 We warrant that the Services will be carried out with reasonable skill and care by personnel who are suitably skilled and experienced for the tasks to which they are allocated, and will be performed in accordance with the Contract. If We fail to comply with this warranty We will re-perform the Service in question at Our expense.
- 15.2 If You are a Consumer, the above warranty and remedy, and the remedy of Problems expressly provided in Clause 13 are in addition to and shall not reduce Your statutory rights including Your rights in respect of Our obligation to provide Goods of satisfactory quality.

15.3 If You are a Business, the warranties set out in Clauses 13 and 15 are the only warranties that apply to the Services and Goods and We hereby exclude all other conditions, warranties, representations or other terms that might otherwise be implied or incorporated in the Contract, such as (but not limited to) those of satisfactory quality, fitness for a particular or any purpose, or the ability to achieve any particular result.

## **16 Limitation of Liability and Insurance**

16.1 We shall not be liable for any loss or damage to an Article or to Goods unless such loss or damage occurs whilst the Article or Goods are in Our possession at Our premises and is caused by Our negligence. Our liability with respect to such loss or damage shall be subject to the limit set out in Clause 16.3.

16.2 Subject to Clause 16.1, in no event will We be liable under the Contract for any damages resulting from: (i) loss of or damage to Articles or Goods, (ii) loss of use, (iii) lost profits, (iv) loss of anticipated savings, (v) any damage to an Article or Goods caused during the lawful exercise of Our rights under the Regulations, (vi) loss of or damage to any precious stones not removed from an Article prior to submission to Us, and/or (vii) any indirect or consequential loss. Such liability is excluded whether such damages were reasonably foreseeable or actually foreseen.

16.3 Except for any liabilities We cannot limit by law, Our maximum aggregate liability to You for any cause whatsoever shall be for direct costs and damages only and will be limited to:

- a) in respect of Articles, a sum equivalent to 125% of the unwrought value by weight of the metal comprised in an Article; or
- b) in respect of Goods, a sum equivalent to 125% of the fees paid and payable by You in respect of the Goods which are the subject of Your claim.

16.4 You hereby agree to indemnify Us against all damages, losses, costs, expenses, fines and liabilities incurred by or awarded, asserted or claimed against Us that are in excess of our limit of liability set out in Clause 16.3 and are made by third parties as a result of loss of or damage to an Article or Goods howsoever arising. In the event that You are purchasing the Services as a Consumer, the provisions of this Clause 16.4 shall not apply.

16.5 Except for any liabilities We cannot exclude by law, We hereby exclude all liability that We have not expressly accepted in the Contract. These limitations will apply regardless of the form of action, whether under statute, in contract, tort, including negligence, or any other form of action. For the purposes of this Clause 16 "We" includes Our employees, sub-contractors, licensors and suppliers who shall therefore have the benefit of the limits and exclusions of liability set out in this Clause in terms of the Contracts (Rights of Third Parties) Act 1999.

16.6 You shall be responsible for insuring the Articles and/or Goods for any loss, damage, accident, fire, theft or any other risk or liability not expressly accepted by Us in this Clause 16 including but not limited to during carriage and/or delivery of the Articles or Goods.

16.7 No action, regardless of form, arising out of transactions occurring under or contemplated under the Contract may be brought by either party more than two (2) years after the cause of action has accrued.

16.8 Save as provided in Clause 16.9 You shall have no remedy in respect of any representation (whether written or oral) made to You upon which You relied in entering into the Contract ("Misrepresentation") and We shall have no liability to You other than pursuant to the express terms of the Contract.

16.9 Nothing in the Contract shall exclude or limit Our liability for any Misrepresentation made by Us fraudulently.

## **17 Duration & Termination**

- 17.1 The Contract shall become effective on the date of Our receipt of Your Order, or Our receipt of the Articles in accordance with Clause 3.1, and shall continue, unless and until terminated in accordance with the provisions of Clause 13.6, Clause 14.4c), and/or Clause 17.2. For the avoidance of doubt, in the event of the Contract being terminated any other current Contracts shall continue until such Contracts are themselves terminated or expire.
- 17.2 Either party (“the Initiating Party”) may forthwith terminate the Contract at any time:
- a) on thirty days written notice if the other party commits any material breach of the Contract and has not remedied the breach set out in such notice by the end of such thirty day period; or
  - b) if the other party shall have a receiver or administrative receiver appointed over it or any of its undertaking or assets or shall pass a resolution for winding up or ceases to trade or any similar event occurs.
- 17.3 Each Contract shall expire without need for notice, when the obligations set out in that particular Contract have been completed and all sums due have been paid.
- 17.4 The expiry of any Contract or the termination thereof for whatever reasons shall be without prejudice to any other rights or remedies a party may be entitled to under law and shall not affect the respective rights and liabilities of either of the parties accrued prior to such termination.

## **18 Intellectual Property and Confidentiality**

- 18.1 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, for the period of Your Registration and use of Our Services.
- 18.2 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 and Our designs, logos and/or branding, including the leopard’s head logo and the “Proud to Hallmark in London” badge, and You shall not download, copy, share, alter, or in any way use or reproduce any such designs, 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.
- 18.3 All copyright and all other intellectual property rights subsisting in any reports or valuations, or other materials prepared by Us in the delivery of the Services (together the “Materials”) shall belong to Us. We shall grant to You, upon payment of the corresponding Fee, a perpetual and royalty free licence to use and reproduce such Materials.
- 18.4 We are the owner or licensee of the intellectual property rights which subsist in any artwork, mock-ups, images or photos that We send to You, and You shall only use such materials for the purposes of approving such materials, and You shall not download, copy or in any way use or reproduce any such materials for any other purpose without Our prior written permission.
- 18.5 We are the owner or licensee of the intellectual property rights which subsist in any Sponsor’s Mark created using one of Our designs, and We hereby grant You a licence to Use such Sponsor’s Mark only while You continue to keep such Sponsor’s Mark registered with Us.
- 18.6 You are the owner or licensee of the intellectual property rights that subsist in Your Artwork and the Sponsor’s Mark created using Your Artwork. We shall only publish Your Sponsor’s Mark (for example for the purposes of good hallmarking practice), provided that You have given Your express consent for this to Us in writing either during the Account registration process, or at any time afterwards.

- 18.7 Except as set out in the Terms and Conditions, Both of Us agree to treat as confidential all documents and information that are identified as being confidential, or that could reasonably be expected to be confidential, that are provided by the other party during or in connection with the performance of the Services. Each party shall ensure that its employees and its sub-contractors are under a similar obligation of confidentiality in respect of the relevant documents and information. The above restrictions shall not apply to information which is, or has become, part of the public domain other than as a result of a breach of the obligations of confidentiality set out above.
- 18.8 If You take photos or footage of Articles or items following completion of Our Services and post them on a social media platform, You agree that We shall have the right to use such photos or footage on the Website and to re-post them to Our social media platforms, subject to crediting You as the originator.

## **19 Survival**

The following clauses shall continue to be in effect after the termination or expiration of the Contract: 1, 2.5, 3.9b), 14, 15, 16, 17.4, 18 19 and 20 inclusive.

## **20 General**

The Contract shall be governed by and construed in accordance with the laws of England and Wales and subject to the jurisdiction of the courts of England and Wales. If an English Court judges any provision of the Contract to be invalid, void, or unenforceable, the parties agree that the remaining provisions of the Contract shall remain valid and enforceable. The Contract may not be changed, modified, amended, released or discharged except by the written agreement of Us and You. A person who is not a party to the Contract has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract except as explicitly provided by Clause 16.5 herein but this does not affect any right or remedy of a third party that exists or is available apart from the Act. Neither party is responsible for failure to fulfil its obligations in the Contract due to causes beyond its reasonable control. All notices made pursuant to the Contract must be made in writing, sent postage prepaid by registered or recorded mail, addressed to the other party's address stated above and marked for the attention of "The Company Secretary". The Contract constitutes the entire agreement between the parties with respect to the subject matter hereof and shall supersede all previous representations, agreements and other communications between the parties, both oral and written. The Contract shall prevail notwithstanding any variance with the terms and conditions of any order or purchase order submitted by You. Nothing in the Contract shall affect Your statutory rights if You are entering into the Contract as a Consumer.

