



TERMS AND CONDITIONS OF BUSINESS FOR THE PROVISION OF BIRMINGHAM ASSAY OFFICE GEMMOLOGICAL SERVICES

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

1. For the purposes of this contract any reference to 'the Company' shall be construed to mean The Guardians of the Standard of Wrought Plate in Birmingham, trading as the Birmingham Assay Office and the AnchorCert Gemmological Office Birmingham and such reference shall be read and construed accordingly. These Terms and Conditions apply to the exclusion of all other conditions and no variations can be made unless confirmed by the Company in writing.
2. These Conditions apply in respect of contracts for the Services (as defined below) and all orders are accepted subject to these conditions relating to gemstones, gem material, jewels or similar items received by or on behalf of the Company from any person ('the Consignor') or on behalf of the Consignor which are delivered sent or consigned to the Company for the purpose aforesaid.
3. These Conditions govern the provision of testing, identification and grading of items and laser inscription of items by the company ('the services').
4. Every item is received and will be dealt with subject to these conditions, and in particular, the stipulations set out below:
The Consignor hereby represents, warrants and undertakes that
 - a) He/she are the rightful legal owner of any item submitted or has the permission of the rightful legal owner(s) of any item submitted for the services.
 - b) Any item submitted now and in the future has been purchased from sources that, to the best knowledge of the Consignor are legitimate and reliable and that they have no personal knowledge or reason to believe that any item submitted now or in the future has been involved in funding conflict and/or has been traded in violations of any United Nations resolutions.
5. The Company reserves the right at its discretion to decline to accept any item/s submitted.
6. The fees of the Company shall be those on the price list in force at the time any item/s is/are received.
7. All invoices are payable without discount of any kind in pounds sterling within 30 days of the date of the Company's invoice at the Company's premises stated on the invoice and in no circumstances shall the Consignor be entitled to make any deduction or withhold payment for any reason. In the case where the Consignor wishes to pay by credit or debit card the Consignor shall supply the Company with his or her card details at the time of the order.
8. Time for payment shall be of the essence of the Contract without prejudice to any other rights of the Company. If the Consignor fails to pay the invoice price by the due date, the Consignor shall pay interest on any overdue amount from the date on which payment is due to that on which it is made (whether before or after judgment) on a daily basis at a rate of 2% per annum above the base rate from time to time quoted by the HSBC Bank Plc.
9.
 - a) Each item submitted to the Company shall at all times remain at the risk of the Consignor. Without prejudice and subject to the foregoing the Company will use all reasonable endeavours to keep the item secure while in its possession.
 - b) The Consignor shall ensure that each item is insured in the full replacement value thereof under a policy of insurance against loss or damage by accident, fire and theft and against any risk not accepted by the Company hereunder, in particular the Consignor shall ensure that such policy extends to each item while in the custody of the Company, its employees, agents and covers any consequential or other loss or damage.
10.
 - a) All item/s shall be collected from the Company by the Consignor or by his duly authorised agent or if requested they may be sent to the Consignor or as directed by him at the Consignor's expense and risk.
Without prejudice to the generality of the foregoing
 - b) The Company shall in no circumstances be under any liability to the Consignor in respect of any loss or damage to any item/s which is/are in transit to or from the Company, and all claims by the Consignor shall be made against the carrier. The Company will endeavour to return items to a customer by the same mode of carriage used by the customer. Services may be carried out at any of our offices in the United Kingdom at the company's discretion. The Company will use its best endeavours to help and assist customers to prove evidence of despatch to support claims.
 - c) Notification of short delivery (measured by weight or number) or damage in transit must be made by telephone to the Company's free phone number (0800 0680270) or by e-mail to the Company within three hours of receipt of the goods which means that the Consignor should check the goods upon receipt. The Company will use its reasonable endeavors to help and assist the Consignor to prove evidence of dispatch for claims against third parties. In the event that the Consignor has not received the Company's report together with the item the subject of the report 21 days from the date of the Consignor's order the Consignor must notify the Company immediately by telephone to the Company's free phone number (0800 0680270) and in any event no later than 60 days from the date of the Consignor's order.
11. Notification of intention to claim against carriers should be made either by telephone or email and confirmed in writing within 24 hours of such notification.
12. The Company shall not be liable to the Consignor in contract, tort (including without limitation negligence) and/or breach of statutory duty for any loss or damage to any item/s while the item/s is/are in the actual custody of the Company caused by any act, omission, neglect or default (including negligence) in the performance of the contract by the Company, its servants or agents, in a sum which is greater than three times the amount the Company receives or is otherwise due and payable by the Consignor as a fee for the Services.
13. The Company shall not be liable to the Consignor in contract, tort (including without limitation negligence) and/or breach of statutory duty for any loss of profits and/or loss of production or any indirect or consequential (including economic) loss of any kind which the Consignor may suffer by reason of any act, omission, neglect or default (including negligence) in the performance of the contract by the Company its servants or agents.
14. Section 3 to 5 of the Supply of Goods and Services Act 1982 are to be implied into the contract.
15. Save where the Consignor is a consumer within the meaning of the Unfair Contract Terms Act the Consignor shall indemnify the Company against all and any liability cost or expense in excess of the liability of the Company to the Consignor hereunder which shall or may be incurred by the Company by reason of any claim action or legal proceedings brought against the Company or its employees by the owner of the gems or by any person having a legal or other interest in the item.
16. Except as otherwise provided in these conditions nothing herein shall be construed as limiting the liability of the Company for death or personal injury arising from its negligence or its liability for fraud.
17. The Consignor hereby instructs the Company which the Company accepts (subject to completion of financial and/or other checks on the Consignor to the satisfaction of the Company) to commence the Services on receipt of the items provided by the Consignor and the Consignor accepts that it has no right to cancel the contract.
18. The laser inscription service is provided by the Company at the request of the Consignor and the Company has no interest in the subject material.
19. Conditions applying to the laser inscription of items:
 - a) The Company will always endeavour to interpret the Consignor's instructions accurately but will not accept any liability for any errors or omissions arising from instructions submitted incorrectly or illegibly. For example, misspelt names and poorly written letters or numbers.
 - b) The Company reserves the right to inscribe any item in the most suitable position taking into account the Consignor's stated preference.
 - c) Where the Company is asked to inscribe information supplied by the Consignor it is acting purely as a transcription agency. It therefore can accept no liability for the accuracy of any information associated with the inscription.
 - d) The Consignor shall indemnify the Company against any and all claims, losses, expenses and liabilities arising from any infringement (or alleged infringement) of any third-party copyright, patent, trade mark or any other intellectual property right which may arise from the Company's performance of its obligations hereunder.
20. These Conditions and the Contract shall not create or evidence or be deemed to create or evidence, any agency or partnership between the Company on the one hand and the Consignor or any third party on the other.
21. Every right exemption defence and immunity of whatsoever nature applicable to the Company or to which the Company is entitled hereunder shall also be available to and shall extend to protect every employee of the Company in the course of or in connection with his/her employment and for the purposes hereof the Company is or shall be deemed to be acting as agent on behalf of and for the benefit of all persons who are or shall be its employees from time to time and all such persons shall to this extent be or be deemed to be parties to the contract contained in these Conditions of which these Conditions form part.
22. The contract is personal to the Consignor, who shall not assign or in any way part with the benefit thereof without the prior consent of the Company.
23. Nothing in these Conditions shall confer on any third party any benefit or the right to enforce any provision of these Conditions.
24. All contracts made upon these Conditions and the interpretation thereof shall be governed by and construed in accordance with English Law. The venue for proceedings shall be in England and shall be subject to the exclusive jurisdiction of the English Courts.
25. The Company shall be under no liability to perform any of its obligations under the contract if and to the extent that the failure is caused by act of God, environmental restriction, condition or control or by reason of any act done or not done pursuant to a trade dispute, shortages of labour or materials or breakdown of equipment or any other matter (whether or not similar to the foregoing) outside the control of the Company.
26. Failure by the Company to exercise, or a delay in exercising any right or remedy under these Conditions shall not constitute a waiver of the right or remedy or a waiver of any other rights or remedies which the company may otherwise have and no single or partial exercise of any right or remedy under these conditions shall prevent any further exercise of the right or remedy or the exercise of any other right or remedy.
27. Any waiver by the Company of a breach of any of the terms of these Conditions or if any default under these Conditions shall not be deemed to be a waiver by the Company of any subsequent breach or default, it shall not affect the other terms of these Conditions or the Contract.