

Please read the following important terms and conditions before you buy anything on our website and check that they contain everything which you want and nothing that you are not willing to agree to.

**Summary of some of your key rights:**

*The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 say that up to 14 days after receiving your goods, in most cases, you can change your mind and get a full refund.*

*The Consumer Rights Act 2015 says goods must be as described, fit for purpose and of satisfactory quality. During the expected lifespan of your product you're entitled to the following:*

- *up to 30 days: if your goods are faulty, you can get a refund;*
- *up to six months: if it can't be repaired or replaced, then you're entitled to a full refund in most cases;*
- *up to six years: if the goods do not last a reasonable length of time, you may be entitled to some money back.*

*This is a summary of some of your key rights. For detailed information from Citizens Advice please visit [www.citizensadvice.org.uk](http://www.citizensadvice.org.uk) or call 03454 04 05 06.*

*The information in this summary box summarises some of your key rights. It is not intended to replace the contract below which you should read carefully.*

This contract sets out:

- your legal rights and responsibilities;
- our legal rights and responsibilities; and
- certain key information required by law.

In this contract:

- **'We'**, **'us'** or **'our'** means Cornish Gems Limited
- **'You'** or **'your'** means the person using our site to buy goods from us.

If you don't understand any of this contract and want to talk to us about it, please contact us by:

- email [cornishgemsshop@gmail.com](mailto:cornishgemsshop@gmail.com). Emails will be responded to on Monday to Saturday from 10am to 4pm
- telephone on 01872 241241. Calls will be answered on Monday to Saturday from 10am to 4pm.

## **Who are we?**

We are Cornish Gems Limited, a company registered in England and Wales with the registration number 06984313.

Our *registered office is at*: Carne House Western Extension, Threemilestone, Truro, Cornwall, United Kingdom, TR4 9LD

Our VAT number is: 988230093

## **Introduction**

If you buy goods on our site, you agree to be legally bound by this contract. For the avoidance of doubt, if you do not agree with any of the terms in this contract, you will not be allowed to buy any goods.

### **1 Your privacy and personal data**

- 1.1 Our **Privacy Notice** is available on our website.
- 1.2 Your privacy and personal data are important to us. Any personal data that you provide to us will be dealt with in line with our Privacy Notice, which explains what personal data we collect from you, how and why we collect, store, use and share such information, your rights in relation to your personal data and how to contact us and the Information Commissioner's Office if you have a query or complaint about the use of your personal data.

### **2 Ordering goods from us**

- 2.1 Below, we set out how a legally binding contract between you and us is made.
- 2.2 You place an order on the site by adding items to your cart and then proceeding through our checkout process. Please read and check your order carefully before submitting it. However, if you need to correct any errors you can do so before submitting it to us.
- 2.3 When you place your order at the end of the online checkout process (eg when you click on the 'Place Order' button), we will acknowledge it by email (**Confirmation Email**). This acknowledgement does not, however, mean that your order has been accepted.
- 2.4 We may contact you to say that we do not accept your order. This is typically for the following reasons:
  - 2.4.1 the goods are unavailable;

- 2.4.2 we cannot authorise your payment;
- 2.4.3 there has been a mistake on the pricing or description of the goods.
- 2.5 We will only have accepted your order when we email you to confirm that your order has been dispatched (**Dispatch Email**). At this point, a legally binding contract will be in place between you and us.

### **3 Right to cancel**

- 3.1 You have the right to cancel this contract within 14 days without giving any reason.
- 3.2 The cancellation period will expire after 14 days from the day on which you acquire physical possession of the goods.
- 3.3 In the case of a contract relating to multiple goods ordered by you in one order and delivered separately, on which you acquire physical possession of the last good.
- 3.4 To exercise the right to cancel, you must inform us of your decision to cancel this contract by a clear statement (eg by email or by using the 'Contact Us' form) using the contact details at the top of this contract.
- 3.5 You may use the model cancellation form available here [*insert link to model cancellation form*], but it is not obligatory. If you use this option, we will communicate to you an acknowledgement of receipt of such a cancellation by email) without delay.
- 3.6 To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.

### **4 Effects of cancellation**

- 4.1 If you cancel this contract, we will reimburse to you all payments received from you, including the costs of delivery (except for the supplementary costs arising if you chose a type of delivery other than the least expensive type of standard delivery offered by us).
- 4.2 We may make a deduction from the reimbursement for loss in value of any goods supplied, if the loss is the result of unnecessary handling by you.
- 4.3 We will make the reimbursement without undue delay, and not later than:
  - 4.3.1 14 days after the day we received back from you any goods supplied; or
  - 4.3.2 (if earlier) 14 days after the day you provide evidence that you have returned the goods; or
  - 4.3.3 if there were no goods supplied, 14 days after the day on which we are informed about your decision to cancel this contract.

- 4.4 We will make the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of the reimbursement.
- 4.5 We may withhold reimbursement until we have received the goods back or you have supplied evidence of having sent back the goods, whichever is the earliest.
- 4.6 If you have received goods:
- 4.6.1 you shall send back the goods without undue delay and in any event not later than 14 days from the day on which you communicate your cancellation from this contract to us. The deadline is met if you send back the goods before the period of 14 days has expired.
- 4.6.2 we will bear the cost of returning the goods if they are faulty and refund this amount back to your payment card.
- 4.6.3 you will have to bear the direct cost of returning the goods if they are not faulty.
- 4.6.4 you are only liable for any diminished value of the goods resulting from the handling other than what is necessary to establish the nature, characteristics and functioning of the goods.

## **5 Delivery and Payment**

- 5.1 We use Hermes Courier to deliver our goods and the delivery will take 2-3 business days.
- 5.2 Deliveries costs start at £2.95. We operate a maximum £5.95 delivery charge for multiple items.
- 5.3 The estimated date and for delivery of the goods is set out in the Dispatch Email (see clause 4.5).
- 5.4 If something happens which:
- 5.4.1 is outside of our control; and
- 5.4.2 affects the estimated date of delivery;
- we will let you have a revised estimated date for delivery of the goods.
- 5.5 Delivery of the goods will take place when we deliver them to the address that you gave to us.
- 5.6 Unless you and we agree otherwise, if we cannot deliver your goods within 30 days, we will:
- 5.6.1 let you know;
- 5.6.2 cancel your order; and
- 5.6.3 give you a refund.

- 5.7 You are responsible for the goods when delivery has taken place. In other words, the risk in the goods passes to you when you take possession of the goods.
- 5.8 We may deliver your goods in instalments and your Dispatch Email will advise you if this is the case.
- 5.9 We accept the following credit cards and debit cards: Visa, Mastercard, and AMEX.
- 5.10 We will do all that we reasonably can to ensure that all of the information you give us when paying for the goods is secure by using an encrypted secure payment mechanism. However, in the absence of negligence on our part, any failure by us to comply with this contract or our Privacy Notice (see clause 3) or breach by us of our duties under applicable laws we will not be legally responsible to you for any loss that you may suffer if a third party gains unauthorised access to any information that you give us.
- 5.11 Your credit card or debit card will only be charged when the goods are dispatched.
- 5.12 All payments by credit card or debit card need to be authorised by the relevant card issuer.  
We may also need to use extra security steps via:
- 5.12.1 Verified by Visa;
- 5.12.2 Mastercard®SecureCode™; or
- 5.12.3 American Express SafeKey.
- 5.13 If your payment is not received by us and you have already received the goods, you:
- 5.13.1 must pay for such goods within 14 days; or
- 5.13.2 must return them to us as soon as possible. If so, you must keep the goods in your possession, take reasonable care of them (including ensuring that you follow any instructions or manuals given with the goods) and not use them before you return them to us.
- 5.14 If you do not return any goods (such as where you have not paid for them) we may collect the goods from you at your expense. We will try to contact you to let you know if we intend to do this.
- 5.15 Nothing in this clause affects your legal rights to cancel the contract during the 'cooling off' period under clauses 5 and 6.
- 5.16 The price of the goods:
- 5.16.1 is in pounds sterling (£)(GBP);
- 5.16.2 includes VAT at the applicable rate; and
- 5.16.3 does not include the cost of delivering the goods (for delivery options and costs, see Clause 5.2).

## **6 Nature of the goods**

6.1 The Consumer Rights Act 2015 gives you certain legal rights (also known as 'statutory rights'), for example, the goods:

6.1.1 are of satisfactory quality;

6.1.2 are fit for purpose; and

6.1.3 match the description, sample or model.

6.2 We must provide you with goods that comply with your legal rights.

6.3 The packaging of the goods may be different from that shown on the site.

6.4 While we try to make sure that the colours of our goods are displayed accurately on the site, the actual colours that you see on your computer may vary depending on the monitor that you use.

6.5 Any goods sold:

6.5.1 at discount prices;

6.5.2 as remnants; or

6.5.3 as substandard;

will be identified and sold as such. Please check that they are of a satisfactory quality for their intended use.

## **7 Faulty goods**

7.1 Your legal rights under the Consumer Rights Act 2015 (also known as 'statutory rights') are set out at the top of this contract. They are a summary of some of your key rights. For more detailed information on your rights and what you should expect from us, please:

7.1.1 contact us using the contact details at the top of this page; or

7.1.2 visit the Citizens Advice website [www.citizensadvice.org.uk](http://www.citizensadvice.org.uk) or call 03454 04 05 06.

7.2 Nothing in this contract affects your legal rights under the Consumer Rights Act 2015 (also known as 'statutory rights'). You may also have other rights in law.

7.3 Please contact us using the contact details at the top of this page, if you want:

7.3.1 us to repair the goods;

7.3.2 us to replace the goods;

7.3.3 a price reduction; or

7.3.4 to reject the goods and get a refund.

## **8 End of the contract**

If this contract is ended it will not affect our right to receive any money which you owe to us under this contract.

## **9 Limit on our responsibility to you**

9.1 Except for any legal responsibility that we cannot exclude in law (such as for death or personal injury) or arising under applicable laws relating to the protection of your personal information, we are not legally responsible for any:

9.1.1 losses that:

- (a) were not foreseeable to you and us when the contract was formed;
- (b) that were not caused by any breach on our part;

9.1.2 business losses; and

9.1.3 losses to non-consumers.

## **10 Disputes**

10.1 We will try to resolve any disputes with you quickly and efficiently.

10.2 If you are unhappy with:

10.2.1 the goods;

10.2.2 our service to you; or

10.2.3 any other matter,

please contact us as soon as possible.

10.3 If you and we cannot resolve a dispute using our internal complaint handling procedure, we will:

10.3.1 let you know that we cannot settle the dispute with you; and

10.3.2 give you certain information required by law about our alternative dispute resolution provider. You may also use the online dispute resolution (ODR) platform to resolve the dispute with us. For more details, please visit the website on the 'Your Europe' portal: [*insert website address, ie, <https://webgate.ec.europa.eu/odr>*].

10.4 If you want to take court proceedings, the courts of the part of the United Kingdom in which you live will have non-exclusive jurisdiction in relation to this contract.

10.5 The laws of England and Wales will apply to this contract.

**11 Third party rights**

No one other than a party to this contract has any right to enforce any term of this contract.