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www.jambojewellery.com

Sale of goods contract

Application

Any customer applying for 30 days credit via our website, does so under the terms of this agreement.

This agreement shall apply to all sales of goods from the supplier to the customer as shown below, a signature on the agreement is not required. Acceptance of the goods by the customer, shall be deemed as acceptance of the terms of this agreement, in full between Jambo Jewellery Limited ("the supplier") and the person placing the order ("the customer"). The date of the first order shall be the start date of this agreement.

No order from the customer for goods shall be binding and no contract shall arise under the terms of this agreement until the supplier has accepted the order from the customer and the goods are dispatched.

1. Purchase

The supplier will provide, and the customer agrees to buy jewellery ("the goods") in accordance with the terms of this agreement. Customers will receive an invoice with each delivery and acceptance of the goods in whole or part is agreement to pay within the terms specified upon the invoice or within 30 days from the receipt of the goods.

2. Product standards and pricing

The goods provided will be invoiced at the price quoted by the supplier at the time of order, this may include prices quoted in person, via the telephone or as shown on the company website.

Prices shown on the invoice will be inclusive of VAT and the total price will be full and complete payment for the goods shown on the invoice.

Goods will be guaranteed to be of resalable quality and any faulty items reported within 30 days of the time of delivery will be replaced or refunded in accordance with the consumer rights act 2015.

3. Delivery

Delivery of the goods will be within the timescale agreed at the time of order. Goods will be delivered using a secure delivery service and shall remain the responsibility of the supplier until received by the customer.

4. Payment

The customer agrees to pay the invoice within 30 days of receiving the goods unless there exists a separate and prior agreement between the customer and the supplier. Statements will be sent monthly to the email address provided; a paper copy is available upon request.

5. Risk and Title

Risk of loss or damage to the goods shall pass to the customer upon delivery.

The goods shall remain the sole property of the supplier, regardless of delivery, until the customer has paid the supplier in full for those goods and VAT thereon.

Whilst the goods are the property of the supplier, the customer:

- a) Shall hold the goods on a fiduciary basis as the supplier's property and they must be easily identifiable as such.
- b) May display, use or resell the items on its own account in the ordinary course of trade to its usual type of customers, but (in addition to the supplier's other rights) this right will terminate if any step is made towards an insolvency event.

In the event of non-payment for goods due to insolvency, inability or unwillingness to pay, the supplier can choose with immediate notice to the customer, to end the customers right to keep or sell the goods. In these circumstances the supplier reserves the right to remove any or all the goods for which payment is still outstanding.

6. Warranty

Within 30 days of receipt the customer shall be entitled to a replacement or refund of any faulty items. After this time the supplier will, at their discretion offer a repair, replacement or credit for any items that are reported as faulty.

This does not affect or diminish the customer's statutory rights.

7. Termination of agreement

This agreement shall begin on the date above and may be terminated at any time by either party by giving notice to the other party.

The customer may terminate the agreement at any time, once payment has been made in full for all goods received and invoiced.

The supplier shall terminate the agreement in the event of (but not exclusively limited to) the following reasons:

- The customer fails to pay for the goods within the specified terms of this agreement without prior notice or communication.
- Any act towards insolvency, bankruptcy, or liquidation by the customer, or if the customer enters into a voluntary arrangement with its creditors or becomes the subject of an administration order.
- The customer ceases to trade or sells the business to any other party.

8. General Data Protection Regulation

We want you to know that Jambo Jewellery respects the information we hold about you and that we take the security of your information very seriously.

We will securely store all personal data about our customers. We will only ever share personal information about our customers where we have a legal obligation, prior consent or as set out in our privacy policy.

You can view our Privacy Notice to give you more information on the data we will have about you, what we will do with that data and your new rights under GDPR.

Please go to https://www.jambojewellery.com/Privacy if you wish to view the full notice.