

Trading terms and conditions

These terms and conditions are the contract between you and Floral Silver ('us', 'we', etc). By visiting or using Our Website, you agree to be bound by them.

They are based on a set written by [Net Lawman](#) and released under licence. They protect your rights as well as ours.

We are Floral Silver a company registered in the UK. Our address is: 6 Horizon Fields, Sennen, Penzance, Cornwall, TR197AU.

You are: Anyone who uses Our Website.

Please read this agreement carefully and save it. If you do not agree with it, you should leave Our Website immediately.

The terms and conditions:

1. Definitions

In this agreement:

- | | |
|-------------------------|--|
| “Consumer” | means any individual who, in connection with this agreement, is acting for a purpose which is outside his business. |
| “Content” | means the textual, visual or audio content that is encountered on Our Website. It may include, among other things: text, images, sounds, videos and animations. |
| “Extra Work” | means all of the work we do and materials we buy to prepare or produce Specified Goods. |
| “Goods” | means any of the goods we offer for sale on Our Website, or, if the context requires, goods we sell to you. It includes Specified Goods. |
| "Intellectual Property" | means intellectual property of every sort, whether or not registered or registrable in any country, including intellectual property of kinds coming into existence after today; and including, among others, designs, copyrights, software, discoveries, know-how, together with all rights which are derived from those rights. |

"Post"	means display, exhibit, publish, distribute, transmit and/or disclose information, Content and/or other material on to Our Website, and the phrases "Posted" and "Posting" shall be interpreted accordingly.
"Specified Goods"	means Goods which have been subject to work or process to your specific order.
"Our Website"	means any website of ours, and includes all web pages controlled by us.

2. Interpretation

Unless the context clearly requires otherwise, the interpretation of this agreement shall be subject to the matters listed below.

- 2.1. a reference to one gender shall include any or all genders and a reference to the singular may be interpreted where appropriate as a reference to the plural and vice versa.
- 2.2. a reference to a person includes a human individual, a corporate entity and any organisation which is managed or controlled as a unit.
- 2.3. the headings to the paragraphs of this agreement are inserted for convenience only and do not affect the interpretation.
- 2.4. in the context of permission, "may not" in connection with an action of yours, means "must not".
- 2.5. any agreement by either party not to do or omit to do something includes an obligation not to allow some other person to do or omit to do that same thing.
- 2.6. a reference to an act or regulation includes new law of substantially the same intent as the act or regulation referred to.
- 2.7. in any indemnity, a reference to costs or expenses shall be construed as including the estimated cost of management time of the indemnified party.
- 2.8. these terms and conditions apply to all supplies of Goods by us to you. They prevail over any terms proposed by you.

3. Our contract with you

- 3.1. This agreement contains the entire agreement between the parties and supersedes all previous agreements and understandings between the parties.
- 3.2. Each party acknowledges that, in entering into this agreement, he does not rely on any representation, warranty, information or document or other term not forming part of this agreement.
- 3.3. If you use Our Website in any way and make an order on behalf of another person you warrant that you have full authority to do so and you accept personal responsibility for every act or omission by you.
- 3.4. [Because we rely on our suppliers, we do not guarantee that Goods advertised on Our Website are available.](#)
- 3.5. We may change these terms from time to time. The terms that apply to you are those posted here on Our Website on the day you order Goods. We advise you to print a copy for your records.
- 3.6. The price of Goods may be changed by us at any time. We will never change a price so as to affect the price charged to you at the time when you buy those Goods.
- 3.7. If in future, you buy Goods from us under any arrangement which does not involve your payment via Our Website, these terms still apply so far as they can be applied.

4. Acceptance of your order

- 4.1. This paragraph applies to Goods which you buy from us as advertised, without change to your specific requirements.
- 4.2. Your order is an offer to buy from us.
- 4.3. At any time before the Goods are despatched, we may decline to supply the Goods to you without giving any reason.
- 4.4. If we do not have all of the Goods you order in stock, we will offer you alternatives. If this happens you may:
 - 4.4.1 accept the alternatives we offer;
 - 4.4.2 cancel all or part of your order.

5. Prices

- 5.1. [Prices of Goods are shown on Our Website.](#)
- 5.2. It is possible that the price may have increased from that posted on Our Website. If that happens, we will not dispatch the Goods until you have confirmed that you wish to buy at the new price.
- 5.3. [Prices include UK value added tax.](#)

6. Payment

- 6.1. Bank charges by the receiving bank on payments to us will be borne by us. All other charges relating to payment in a currency other than Pounds Sterling will be borne by you.
- 6.2. [Any information given by us in relation to exchange rates are approximate only and may vary from time to time.](#)
- 6.3. If, by mistake, we have under-priced Goods, we will not be liable to supply those Goods to you at the stated price, provided that we notify you before we dispatch it to you.
- 6.4. The price of the Goods does not include the delivery charge which will be charged at the rates applicable at the date you place your order and which will be displayed on a page of Our Website before we ask you to pay.
- 6.5. If we owe you money (for this or any other reason), we will credit your credit or debit card as soon as reasonably practicable but in any event no later than 28 days from the date when we accept that repayment is due.

7. Security of your credit card

We take care to make Our Website safe for you to use.

- 7.1. [Card payments are not processed through pages controlled by us. We use one or more online payment service providers who will encrypt your card or bank account details in a secure environment.](#)
- 7.2. [If you have asked us to remember your credit card details in readiness for your next purchase or subscription, we will securely store your payment details on our systems.](#)

8. Cancellation and refunds

Please note that this paragraph does not apply to any Specified Goods you order through Our Website.

This and the following paragraph apply if you buy as a consumer as defined in the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013. Provided the Regulations apply to the transaction concerned, then the following terms apply to the contract.

- 8.1. We now inform you that information relating to all aspects of our Goods is not in this document but in our marketing material, whether that is in the medium of Our Website or in hard copy.
- 8.2. The following rules apply to cancellation of your order:
 - 8.2.1 If you have ordered Goods, and received them, you may cancel your order at any time within 14 days of the date you received them. You must tell us that you wish to cancel. You must also send the Goods back to us within that same 14 day period. Please note that this does not apply to earrings or to bespoke commissions, which are non-refundable.
 - 8.2.2 We will return your money subject to the following conditions:
 - 8.2.2.1 we receive the Goods in a condition in which we can re-sell them at full price, in new condition, with labels and packaging intact.
 - 8.2.2.2 you comply with our procedure for returns and refunds. We cannot return your money unless we know who sent them.
- 8.3. The option to cancel your order is not available:
 - 8.3.1 if you purchase goods which relate to health or hygiene (eg earrings) or which cannot be re-sold for some other reason (eg bespoke commissions).
- 8.4. You are responsible for the cost of returning the Goods. We have no obligation to refund to you, your cost of re-packing and returning the Goods.
- 8.5. In any of the above scenarios, we will return your money within 28 days.

9. Liability for subsequent defects

- 9.1. Please examine the Goods received from us immediately you receive them. If you do not tell us of any defect or problem within 14 days of receipt of the Goods, we shall assume that you have accepted them.
- 9.2. The procedure to return the faulty Goods is as follows:
 - 9.2.1 the Goods must be returned to us as soon as any defect is discovered but not later than six months from receipt by you.
 - 9.2.2 please follow the returns procedure [which we will send to you as soon as you notify us that you wish to return them.](#)
- 9.3. We will return your money subject to the following conditions:
 - 9.3.1 we receive the Goods with labels and packaging intact.
 - 9.3.2 you comply with our returns procedure. We cannot return your money unless we know who sent them.
 - 9.3.3 you tell us clearly what is the fault you complain of, when it first became apparent, and other information to enable us to identify or reproduce it.
- 9.4. If any defect is found, then we shall:
 - 9.4.1 repair or replace the Goods, or
 - 9.4.2 refund the full cost you have paid including the cost of returning the Goods.

10. Delivery

- 10.1. Goods are delivered within [2-60](#) days from the day you place an order to purchase the Goods, depending on the designer and the lead time specified.
- 10.2. Delivery of Goods will be made by the carrier to the address stipulated in your order. You must ensure that someone is present to accept delivery.
- 10.3. We may deliver the Goods in instalments if they are not all available at the same time for delivery.

- 10.4. Goods are sent at our risk until signed for by you or by any other person at the address you have given to us.
- 10.5. [Goods are sent by post. We will send you a message by email to tell you when we have despatched your order.](#)
- 10.6. All Goods must be signed for on delivery by an adult aged 18 years or over. If no one of that age is at the address when the delivery is attempted the Goods may be retained by the driver.
- 10.7. If we agree with you to deliver on a particular day or at a particular time, we will do our best to comply. But no time given is to be treated as contractual. So we are not liable to you for any expense or inconvenience you incur on account of delayed delivery or non-delivery.
- 10.8. Some Goods will be delivered direct from the manufacturer who will contact you to arrange delivery. When delivery of the Goods has been arranged directly with the manufacturer, you will be subject to the manufacturer's delivery policy.
- 10.9. Time for delivery specified on the order, if any, is an estimate only and time shall not be of the essence.

11. Foreign taxes and duties

- 11.1. If you are not in the UK, we have no knowledge of, and no responsibility for, the laws in your country.
- 11.2. You are responsible for purchasing Goods which you are lawfully able to import and for the payment of import duties and taxes of any kind levied in your country.

12. How we handle your Content

- 12.1. Our privacy policy is strong and precise. It complies fully with the Data Protection Act 2018.
- 12.2. If you Post Content to any public area of Our Website it becomes available to the public domain. We have no control who sees it nor what anyone does with it.

- 12.3. You now irrevocably authorise us to publish feedback, comments and ratings about your activity through Our Website, even though it may be defamatory or critical.
- 12.4. Posting Content of any sort does not change your ownership of the copyright in it. We have no claim over it and we will not protect your rights for you.
- 12.5. You understand that you are personally responsible for your breach of someone else's intellectual property rights, defamation, or any law, which may occur as a result of any Content having been Posted by you;
- 12.6. You accept all risk and responsibility for determining whether any Content is in the public domain and not confidential.
- 12.7. Please notify us of any security breach or unauthorised use of your account.

13. Restrictions on what you may Post to Our Website

We invite you to Post Content to Our Website in several ways and for different purposes. We have to regulate your use of Our Website to protect our business and our staff, to protect other users of Our Website and to comply with the law. These provisions apply to all users of Our Website.

We do not undertake to moderate or check every item Posted, but we do protect our business vigorously. If we believe Content Posted breaches the law, we shall co-operate fully with the law enforcement authorities in whatever ways we can.

You agree that you will not use or allow anyone else to use Our Website to Post Content or undertake any activity which is or may:

- 13.1. be unlawful, or tend to incite another person to commit a crime;
- 13.2. consist in commercial audio, video or music files;
- 13.3. be sexually explicit or pornographic;
- 13.4. be likely to deceive any person or be used to impersonate any person, or to misrepresent your identity, age or affiliation with any person;
- 13.5. give the impression that it emanates from us or that you are connected with us or that we have endorsed you or your business;

- 13.6. be made on behalf of some other person, or impersonate another person;
- 13.7. request or collect passwords or other personal information from another user without his permission, nor Post any unnecessary personal information about yourself;
- 13.8. be used to sell any goods or services or for any other commercial use not intended by us, for yourself or for any other person. Examples are: sending private messages with a commercial purpose, or collecting information with the intention of passing it to a third party for his commercial use;
- 13.9. include anything other than words (i.e. you will not include any symbols or photographs) except for a photograph of yourself in your profile in such place as we designate;
- 13.10. link to any of the material specified in this paragraph;
- 13.11. use distribution lists that include people who have not given specific permission to be included in such distribution process;
- 13.12. send age-inappropriate communications or Content to anyone under the age of 18.

14. Your Posting: restricted content

In connection with the restrictions set out below, we may refuse or edit or remove a Posting which does not comply with these terms.

In addition to the restrictions set out above, a Posting must not contain:

- 14.1. hyperlinks, other than those specifically authorised by us;
- 14.2. keywords or words repeated, which are irrelevant to the Content Posted.
- 14.3. the name, logo or trademark of any organisation other than yours.
- 14.4. inaccurate, false, or misleading information;

15. Removal of offensive Content

- 15.1. For the avoidance of doubt, this paragraph is addressed to any person who comes on Our Website for any purpose.
- 15.2. We are under no obligation to monitor or record the activity of any user of Our Website for any purpose, nor do we assume any responsibility to monitor or police Internet-related activities. However, we may do so without notice to you and without giving you a reason.
- 15.3. If you are offended by any Content, the following procedure applies:
- 15.4. your claim or complaint must be submitted to us in the form available on Our Website, or contain the same information as that requested in our form. It must be sent to us by post or email.
 - 15.4.1 we shall remove the offending Content as soon as we are reasonably able;
 - 15.4.2 after we receive notice of a claim or complaint, we shall investigate so far as we alone decide;
 - 15.4.3 we may re-instate the Content about which you have complained or we may not.
- 15.5. In respect of any complaint made by you or any person on your behalf, whether using our form of complaint or not, you now irrevocably grant to us a licence to publish the complaint and all ensuing correspondence and communication, without limit.
- 15.6. you now agree that if any complaint is made by you frivolously or vexatiously you will repay us the cost of our investigation including legal fees, if any.

16. Security of Our Website

If you violate Our Website we shall take legal action against you.

You now agree that you will not, and will not allow any other person to:

- 16.1. modify, copy, or cause damage or unintended effect to any portion of Our Website, or any software used within it.
- 16.2. link to Our Website in any way that would cause the appearance or presentation of the site to be different from what would be seen by a user who accessed the site by typing the URL into a standard browser;

- 16.3. download any part of Our Website, without our express written consent;
- 16.4. collect or use any product listings, descriptions, or prices;
- 16.5. collect or use any information obtained from or about Our Website or the Content except as intended by this agreement;
- 16.6. aggregate, copy or duplicate in any manner any of the Content or information available from Our Website, other than as permitted by this agreement or as is reasonably necessary for your use of Our Website;
- 16.7. share with a third party any login credentials to Our Website;
- 16.8. Despite the above terms, we now grant a licence to you to:
 - 16.8.1 create a hyperlink to Our Website for the purpose of promoting an interest common to both of us. You can do this without specific permission. This licence is conditional upon your not portraying us or any product or service in a false, misleading, derogatory, or otherwise offensive manner. You may not use any logo or other proprietary graphic or trademark of ours as part of the link without our express written consent.
 - 16.8.2 you may copy the text of any page for your personal use in connection with the purpose of Our Website.

17. Disclaimers

- 17.1. The law differs from one country to another. This paragraph applies to sales throughout the EU.
- 17.2. All implied conditions, warranties and terms are excluded from this agreement. If in any jurisdiction an implied condition, warrant or term cannot be excluded, then this sub paragraph shall be deemed to be reduced in effect, only to the extent necessary to release that specific condition, warranty or term.
- 17.3. We make no representation or warranty for:
 - 17.3.1 any implied warranty or condition as to merchantability or fitness of the Goods for a particular purpose;
 - 17.3.2 the adequacy or appropriateness of the Goods for your purpose.

- 17.4. We claim no expert knowledge in any subject. We disclaim any obligation or liability to you arising directly or indirectly from information you take from Our Website.
- 17.5. You agree that in any circumstances when we may become liable to you, the limit of our liability is the amount you have paid us in the immediately preceding 12 month period for the Goods concerned.
- 17.6. We shall not be liable to you for any loss or expense which is:
- 17.6.1 indirect or consequential loss; or
- 17.6.2 economic loss or other loss of turnover, profits, business or goodwill, even if such loss was reasonably foreseeable or we knew you might incur it.
- 17.7. This paragraph (and any other paragraph which excludes or restricts our liability) applies to our directors, officers, employees, subcontractors, agents and affiliated companies (who may enforce this provision under the [Contracts \(Rights of Third Parties\) Act 1999](#) / [Contracts \(Rights of Third Parties\) \(Scotland\) Act 2017](#), as well as to us.

18. Your account with us

- 18.1. You agree that you have provided, and will continue to provide accurate, up to date, and complete information about yourself. We need this information to provide you with the Goods.
- 18.2. If you use the website, you are responsible for maintaining the confidentiality of your account and password and for preventing any unauthorised person from using your computer.
- 18.3. You agree to accept responsibility for all activities that occur under your account or password. You should tell us immediately if you believe some person has accessed your account without your authority and also log in to your account and change your password.

19. Indemnity

You agree to indemnify us against all costs, claims and expense arising directly or indirectly from:

- 19.1. your failure to comply with the law of any country;

- 19.2. your breach of this agreement;
- 19.3. any act, neglect or default by any agent, employee, licensee or customer of yours;
- 19.4. a contractual claim arising from your use of the Goods;
- 19.5. a breach of the intellectual property rights of any person.

20. Dispute resolution

In this paragraph the term “ADR Provider” means an approved body under the Alternative Dispute Resolution for Consumer Dispute Regulations 2015.

The following terms apply in the event of a dispute between the parties:

- 20.1. If you are not happy with our services or have any complaint then you must tell us by email message to sales@floralsilver.com
- 20.2. If a dispute is not settled as set out above, we hope you will agree to attempt to resolve it by engaging in good faith with us in a process of mediation or arbitration.
- 20.3. We can propose an ADR Provider or will listen to your proposal. If you are in any way concerned, you should read the regulations at: <http://ec.europa.eu/consumers/odr/>.

21. Miscellaneous matters

- 21.1. When we communicate with you we do so by email. You agree that email communications are contractually binding in the same way as properly signed and dated paper sent by post.
- 21.2. Where we provide goods or services without specific charge to you, then it (or they) is deemed to be provided free of charge, and not to be associated with any other goods or service for which a charge is made. Accordingly, there is neither contractual nor other obligation upon us in respect of those goods or that service.
- 21.3. If any term or provision of this agreement is at any time held by any jurisdiction to be void, invalid or unenforceable, then it shall be treated as changed or reduced, only to the extent minimally necessary to bring it within the laws of that jurisdiction and to prevent it from being void and it shall be binding in that changed or reduced form. Subject to that,

each provision shall be interpreted as severable and shall not in any way affect any other of these terms.

- 21.4. The rights and obligations of the parties set out in this agreement shall pass to any permitted successor in title.
- 21.5. Any obligation in this agreement intended to continue to have effect after termination or completion shall so continue.
- 21.6. No failure or delay by any party to exercise any right, power or remedy will operate as a waiver of it nor indicate any intention to reduce that or any other right in the future.
- 21.7. Any communication to be served on either party by the other shall be delivered by hand or sent by first class post or recorded delivery or by e-mail.

It shall be deemed to have been delivered:

if delivered by hand: on the day of delivery;

if sent by post to the correct address: within 72 hours of posting;

- 21.8. This agreement does not give any right to any third party under the [Contracts \(Rights of Third Parties\) Act 1999 / Contracts \(Rights of Third Parties\) \(Scotland\) Act 2017](#) or otherwise.
- 21.9. We shall not be liable for any failure or delay in performance of this agreement which is caused by circumstances beyond our reasonable control, [\[including any labour dispute between a party and its employees\]](#).
- 21.10. In the event of any conflict between any term of this agreement and the provisions of the articles of a limited company or any comparable document intended to regulate any other corporate or collective body, then the terms of this agreement shall prevail.
- 21.11. The validity, construction and performance of this agreement shall be governed by the laws of [\[England and Wales / Scotland / Northern Ireland\]](#) and you agree that any dispute arising from it shall be litigated only in that country.