**TERMS and CONDITIONS**

INFORMATION ABOUT US

We are MT Jewellery Ltd., a company registered in England and Wales at Companies House. Our registered office is 113 Rhosmaen Street, Llandeilo, Carmarthenshire, Wales, SA19 6EN, and our registered number is 08008992. Our VAT number is 131521656.

You can contact us by email at info@marithomas.com

ACCURACY, COMPLETENESS AND TIMELINESS OF INFORMATION

We are not responsible if information made available on this site is not accurate, complete or current. The material on this site is provided for general information only and should not be relied upon or used as the sole basis for making decisions without consulting primary, more accurate, more complete or more timely sources of information. Any reliance on the material on this site is at your own risk.

This site may contain certain historical information. Historical information, necessarily, is not current and is provided for your reference only. We reserve the right to modify the contents of this site at any time, but we have no obligation to update any information on our site. You agree that it is your responsibility to monitor changes to our site.

ERRORS, INACCURACIES AND OMISSIONS

Occasionally there may be information on this site or in the Service that contains typographical errors, inaccuracies or omissions that may relate to product descriptions, pricing, promotions, offers, product shipping charges, transit times and availability. We reserve the right to correct any errors, inaccuracies or omissions, and to change or update information or cancel orders if any information in the Service or on any related website is inaccurate at any time without prior notice (including after you have submitted your order).

We undertake no obligation to update, amend or clarify information in the Service or on any related website, including without limitation, pricing information, except as required by law. No specified update or refresh date applied in the Service or on any related website, should be taken to indicate that all information in the Service or on any related website has been modified or updated.

CONTAINED INFORMATION

We try to ensure that all information contained in this Website is up to date and accurate. We accept no responsibility for out of date information and actions taken by you based on this information. In the event of you becoming a purchaser these Terms and Conditions, including the Terms of Sake below remain applicable.

Please see the section ‘Online Product Representation’ below for more information regarding the product related information contained in this Website.

ONLINE PRODUCT REPRESENTATION

We have taken care to present the products on this website as accurately as possible. However, the images you see will depend on your computer screen display and colour capabilities/settings. We are therefore unable to guarantee that the product images you see are an accurate representation of the actual merchandise. Individual gem stones may differ in appearance. Gem stones have been carefully selected by us based on quality and cost and will be similar in appearance those included on this website but may differ slightly due to natural properties but will be the appropriate size and/or quality for the value.

Specifically, please note that some products on this Website (“Products”) may appear slightly larger or smaller than actual size due to screen defaults and photography techniques. Other Products may be represented at a larger size than actual size in order to clearly show details, or smaller than actual size in order to show the entire item.

COPYRIGHT AND TRADEMARK PROTECTION

All images, text, artwork, trademarks, designs; both jewellery and Website, remain our property. No reproduction or use of any parts of this website in any way other that defined in these ‘Terms of Use’ is permitted; without the prior written consent of the Website owner.

You may print off one copy, and may download extracts, of any page from this Website for non-commercial, personal use provided that:

you do not modify, distribute, transmit, display, reproduce, create derivative works from, sell, license or otherwise use the Website Content without our written permission.

no graphics are used separately from accompanying text;

the person to whom you providing these materials are made aware of these restrictions.

All photos used on the website are; and remain after download, the copyright of MT Jewellery Ltd. and may not be used for any purpose without written permission from MT Jewellery Ltd.

PRODUCTS OR SERVICES (if applicable)

Certain products or services may be available exclusively online through this website. These products or services may have limited quantities and are subject to return or exchange only according to our Return Policy.

We reserve the right, but are not obligated, to limit the sales of our products or Services to any person, geographic region or jurisdiction. We may exercise this right on a case-by-case basis. We reserve the right to limit the quantities of any products or services that we offer. All descriptions of products or product pricing are subject to change at anytime without notice, at the sole discretion of us. We reserve the right to discontinue any product at any time. Any offer for any product or service made on this site is void where prohibited.

We do not warrant that the quality of any products, services, information, or other material purchased or obtained by you will meet your expectations, or that any errors in the Service will be corrected.

MODIFICATIONS TO THE SERVICE AND PRICES

Prices for our products are subject to change without notice.

We reserve the right at any time to modify or discontinue the Service (or any part or content thereof) without notice at any time.

We shall not be liable to you or to any third-party for any modification, price change, suspension or discontinuance of the Service.

GOVERNING LAW AND JURISDICTION

The formation, existence, construction, performance, validity and all aspects whatsoever of these Terms and Conditions or of any term of these Terms and Conditions will be governed by the law of England and Wales.

The English and Welsh courts will have non-exclusive jurisdiction to settle any disputes which may arise out of or in connection with these Terms of Use or use of this Website. However you should note that this does not prevent residents of Northern Ireland or Scotland from starting proceedings in their own local courts.

This current version Terms of use shall begin to be effective as of July 2022**.**

The headings used in this agreement are included for convenience only and will not limit or otherwise affect these Terms.

TERMS OF SALE

OVERVIEW

It is important that you read these Terms of Sale (“Terms of Sale”) carefully before ordering any products from this website (“Product(s)”). Together with our privacy policy and our Terms of Use, they govern our relationship with you in relation to this Website and your purchase of Product(s) from this Website

These terms of sale are subject to changing and/or updating, we advise you take a copy of these terms as they pertain to your individual order.

The Contract and all communications between us will be conducted in the English language.

Any individual agreements in these Terms of Sale subsequently overruled by a judicial body shall not restrict the enforcement of the remaining agreements.

These Terms of Sale form an agreement between us and you, any third party involved in the items being purchased are not entitled to protection under the agreements within the Terms of Sale, except if/where third party rights are stipulated.

The Website will ask for you to confirm you have agreed with the terms of sale, confirming and continuing through to purchase acknowledges that you have accepted our Terms of Sale. If you do not agree with our Terms of Sale you will not be able to purchase any items.

You may not use our products for any illegal or unauthorized purpose nor may you, in the use of the Service, violate any laws in your jurisdiction (including but not limited to copyright laws).

If you have any questions about our terms and policies or do not wish to accept them please contact us my email to info@marithomas.com

WHO CAN PURCHASE FROM US?

To purchase from us you must be over 18 and resident in the UK.By agreeing to these Terms of Service, you represent that you are at least the age of majority.

or that you are the age of majority and you have given us your consent to allow any of your minor dependents to use this site.

We reserve the right to limit or prohibit orders that, in our sole judgment, appear to be placed by dealers, resellers or distributors.

You agree to provide current, complete and accurate purchase and account information for all purchases made via this website at our store. You agree to promptly update your account and other information, including your email address and credit card numbers and expiration dates, so that we can complete your transactions and contact you as needed.

For online purchases, we can only ship to the UK. If you are not resident in the UK, or would like to ship to a country other than the UK, please contact us at info@marithomas.com

For more detail, please review our Returns Policy.

HOW YOUR CONTRACT WITH US IS FORMED

Orders are submitted via the Website in the following way:

Each desired item is added to the basket; The complete basket can then be progressed through to the payment screen for registered users, or for new users they can create a new account. Progress is made by clicking the Next button.

Accounts require the entering of personal information. All information is treated under the conditions stated in the Privacy Policy.

You can check the details of your order in the Order Summary. This summary screen should be used as a confirmatory check that the items in the basket are correct. Progress to the Payments screen can be made by clicking the Next button when ready.

Once on the Payments screen you can select make payment using the secure online payment system Stripe.

Once you have progressed through the payment administration screens you will receive an Order Confirmation from First Of March Limited, and, although not controlled by us from Stripe. Once the Order Confirmation has been received this forms the basis of a contract between us and you. We agree to follow the Delivery agreements section.

PAYMENT

I. PAYMENT TERMS

The prices indicated on this Website at checkout include all UK taxes, including VAT, which may be payable in respect of the Product(s) and delivery charges.

All payments must be made before dispatch of the Product(s) to you. Payment for all Product(s) must be made via Stripe by the means available through their platform, including, but not exclusive to debit and credit cards. If we are unable to accept your Order for any reason then we will, at our option, either not debit your credit card or refund any money paid by you in respect of that Order. We will not dispatch the Product(s) until we receive payment in full.

Prices are liable to change at any time, but changes will not affect active Orders at the time of the price change; which we have already confirmed as described above.

II. YOUR RIGHT TO CANCEL

If you are a consumer (i.e. you are not purchasing either wholly or in part for your business or you are not a business) you have the right, in addition to your other statutory rights, to cancel the Contract (other than for bespoke, personalised or other products which we have specified as non-returnable, and have progressed past a cancellation point only determinable by contacting Mari Thomas Jewellery) and receive a refund from us.

You must contact us either in writing at 113 Rhosmaen Street, Llandeilo, Carmarthenshire, SA19 6EN, or by email at info@marithomas.com, if you wish to cancel the order.

If the item(s) have been delivered then you must return your item(s) within seven working days, starting on the day after the Product(s) are delivered to you. Delivery charges (if any) will not be refundable. Should there be any issues please contact a sales representative on any of the contact options identified above.

If you choose to cancel then you must return the Product(s) to us at your cost and risk and we advise you to ensure the Product(s) are adequately insured during the return journey, or you may bring the item(s) back to the gallery at the address above. Proof of postage will not cover your items for a refund in the event of the item(s) being lost in post. We advise that the minimum postage service used in the return of products is ‘Signed for’ though this does not provide insurance cover. ‘Special Delivery’ with Royal Mail currently covers up to £,2500 with additional purchase cover.

If you have not returned the Product(s) within 14 working days of cancellation or when requested by us to do so, whichever occurs first, we can collect the Product(s) from you at your cost.

Details of your right to cancel or return will also be provided in the delivery note which accompanies the Product(s).

In addition to your right to cancel above, Products are accepted for credit or exchange if returned to the gallery at the address detailed above.

Gift recipients are entitled to a non-refundable merchandise exchange or may request that a refund is made to the purchaser of the Product(s). To exchange your gift selection or request that a refund is made to the purchaser please contact the gallery using either of the contact options detailed above.

Where you paid for Products by payment card, refunds will be made by re-crediting your payment card account from which the money was originally debited.

You have a legal obligation to take reasonable care of the goods when they are in your possession. Our returns policy does not apply to defective or damaged items or items sent to you in error, which are dealt with separately in the "Defective and damaged items" section below.

Regrettably, bespoke items and items engraved or soldered cannot be refunded unless they are defective or faulty.

All refunds will be made within 30 working days either:

(where Products have not been delivered to you at the delivery address you have requested within 30 working days of your Order) of our confirmation by email to you that your Order has been cancelled; or

(where Products have been delivered to you) of our receipt of the Product(s) you have returned to us.

DELIVERY

We aim to deliver Product(s) to you, to the delivery address you have requested in your Order within the time set out in our delivery agreement but we cannot give an exact delivery date.

If we have not delivered the Product(s) within 30 working days of submitting your Order or any other date that we have agreed with you then you may cancel the Contract and we will refund any money paid by you.

Delivery will be Royal Mail, unless detailed otherwise to you, and will be appropriate for the level of value of the item or items. Orders over a certain value, or selected for express or special delivery will be made using the appropriate delivery method. It is your responsibility to arrange for collection of item(s) that were not able to be delivered due to availability of signatory. Items returned to us as not collected from the local sorting office can be re-delivered at your cost. If items are returned to us we will aim to contact you within 7 working days to arrange redelivery unless you contact us first.

PACKAGING

Each item will be delivered in its appropriate presentation box. Packaging costs are included in the item price(s) quoted.

If your desired item is in stock we will aim to dispatch it within 5 working days unless stated otherwise. Any other time scale will be listed on the delivery time next to each item.

As many items are made to order, specifically for you, delivery times vary from piece to piece, but it is our aim to send your order as efficiently and safely as possible. Please contact us for an update on your bespoke or personalised item(s) creation.

UK DELIVERY

All items dispatched for delivery within the United Kingdom are sent using either Recorded Delivery or Special Delivery through Royal Mail and are fully insured whilst in transit. Items must be signed for on receipt.

United Kingdom delivery costs:

£7.00 for items with a total under £100 (Royal Mail Recorded delivery – low insurance cover)

£10.00 for items with a total over £100 (Royal Mail Special Delivery )

INTERNATIONAL DELIVERY

Please contact us by emailing info@marithomas.com if you wish to order from or ship outside the UK.

We are able to deliver anywhere in the world using Royal Mail International Signed For service. Items are fully insured whilst in transit. Delivery times can vary depending on the country, so please allow an extra 7 to 10 days in Europe and up to three weeks elsewhere when ordering. Any tax and duty costs payable outside of the UK are the full responsibility of the customer. Items must be signed for on receipt.

**International delivery costs:**

**£15.00 Europe**

**£20.00 Rest of the world**

SATISFACTION PROMISE

MT Jewellery has as its priority your total satisfaction with our products and services. In the unlikely event that you are unhappy with your purchase, please notify us by writing or emailing us at the addresses in Contact Us.

We are happy to exchange or modify item(s) or components of items to improve fitment issues providing the items are within the 30 working day period after purchase and have not been used other than for the purpose of checking fitment.

DAMAGED OR DEFECTIVE PRODUCT(S)

All our products are extensively inspected prior to delivery. We cannot guarantee that damage will not occur during delivery. In the event of any item(s) being damaged upon receipt please contact us by emailing info@marithomas.com and we will arrange for a replacement item.

Subject to any specific warranties we offer in relation to particular products, or those which are implied by law, we do not offer any warranty or guarantee on our products. If the Product(s) are found to be defective (through no fault of your own wearing or use), we will repair or replace the Product(s) or refund the price paid by you, including any delivery charges you paid, provided that you have not worn or used and damaged the Product(s). If you would prefer repair or replacement of the Product(s) please contact us and we will replace the item at no extra charge to you where this is reasonably practicable.

In addition we will either refund the cost of the return of the item to us by you or send you a prepaid parcel which you can use to return the damaged or defective item to us.

RETURNS POLICY

MAKING RETURNS

We hope that all our customers will love their purchases and endeavour to supply the highest quality goods and service, but in the unlikely event that you need to return an item we operate a simple returns policy.

We are happy to refund payment against items returned 14 days from purchase.

Items need to be returned in all their original packaging with proof of purchase or gift certificate and we will be happy to exchange or refund. Bespoke items cannot be exchanged unless the piece is defective or faulty. Regrettably, items customised by engraved, embossed or soldered cannot be refunded unless they are defective or faulty.

When returning items you are strongly recommended to obtain proof of posting. We cannot accept responsibility for parcels lost in transit.

A prompt refund of the price of the goods will be issued once all the information referred to above is received. The credit card used for the original purchase will be credited with the original price. If there are any problems with your refund, a member of our team will contact you.

For all returns, except where the item is faulty or defective, or is dispatched to you in error by us, you will be required to arrange and pay for the return of the products to us.

We have made every effort to convey the products as accurately as possible. Products have been described with sizes and lengths where appropriate and accurate colour options. As every item is hand made to order there will be slight variations from item to item. Colours and images may vary slightly according to the device/monitor that they are viewed on. If the piece is not as expected when viewed then the customer will be required to cover the cost of returning items.

We cannot accept responsibility for items damaged in transit to us and for this reason we would recommend that items are sent Royal Mail Special Delivery, which includes an insurance provision. Proof of posting will not be accepted as proof of delivery.

Items which have been damaged through misuse will not be refunded.

RETURNING AN ITEM

Drop us a quick email to let us know you are returning an item and the reason for the return.

If the item(s) are being returned within the 7 working day period, please include all original packaging. Please ensure all items are adequately protected and packaged.

Please return by the postage method of delivery from Royal Mail.

Return to:

Internet Purchase Returns, Mari Thomas Jewellery Ltd,The Old Castle Hotel, 113 Rhosmaen Street, Llandeilo, Carmarthenshire, SA19 6EN

If you would like to discuss your return please contact us at

Email: info@marithomas.com

We will send a confirmation on receipt of your returned item(s). Refunds can take up to 14 days to process.

USER COMMENTS, FEEDBACK AND OTHER SUBMISSIONS

If, at our request, you send certain specific submissions (for example contest entries) or without a request from us you send creative ideas, suggestions, proposals, plans, or other materials, whether online, by email, by postal mail, or otherwise (collectively, 'comments'), you agree that we may, at any time, without restriction, edit, copy, publish, distribute, translate and otherwise use in any medium any comments that you forward to us. We are and shall be under no obligation (1) to maintain any comments in confidence; (2) to pay compensation for any comments; or (3) to respond to any comments.

We may, but have no obligation to, monitor, edit or remove content that we determine in our sole discretion are unlawful, offensive, threatening, libelous, defamatory, pornographic, obscene or otherwise objectionable or violates any party’s intellectual property or these Terms of Service.

You agree that your comments will not violate any right of any third-party, including copyright, trademark, privacy, personality or other personal or proprietary right. You further agree that your comments will not contain libelous or otherwise unlawful, abusive or obscene material, or contain any computer virus or other malware that could in any way affect the operation of the Service or any related website. You may not use a false e‑mail address, pretend to be someone other than yourself, or otherwise mislead us or third-parties as to the origin of any comments. You are solely responsible for any comments you make and their accuracy. We take no responsibility and assume no liability for any comments posted by you or any third-party.

PERSONAL INFORMATION

Your submission of personal information through the store is governed by our Privacy Policy and that of First Of March Limited joint liability . To view our Privacy Policy.

DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY

In no case shall Mari Thomas Jewellery, our directors, officers, employees, affiliates, agents, contractors, interns, suppliers, service providers or licensors be liable for any injury, loss, claim, or any direct, indirect, incidental, punitive, special, or consequential damages of any kind, including, without limitation lost profits, lost revenue, lost savings, loss of data, replacement costs, or any similar damages, whether based in contract, tort (including negligence), strict liability or otherwise, arising from your use of any of the service or any products procured using the service, or for any other claim related in any way to your use of the service or any product, including, but not limited to, any errors or omissions in any content, or any loss or damage of any kind incurred as a result of the use of the service or any content (or product) posted, transmitted, or otherwise made available via the service, even if advised of their possibility. Because some states or jurisdictions do not allow the exclusion or the limitation of liability for consequential or incidental damages, in such states or jurisdictions, our liability shall be limited to the maximum extent permitted by law.

INDEMNIFICATION

You agree to indemnify, defend and hold harmless Mari Thomas Jewellery and our parent, subsidiaries, affiliates, partners, officers, directors, agents, contractors, licensors, service providers, subcontractors, suppliers, interns and employees, harmless from any claim or demand, including reasonable attorneys’ fees, made by any third-party due to or arising out of your breach of these Terms of Service or the documents they incorporate by reference, or your violation of any law or the rights of a third-party.

SEVERABILITY

In the event that any provision of these Terms of Service is determined to be unlawful, void or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from these Terms of Service, such determination shall not affect the validity and enforceability of any other remaining provisions.

TERMINATION

The obligations and liabilities of the parties incurred prior to the termination date shall survive the termination of this agreement for all purposes.

These Terms and Conditions are effective unless and until terminated by either you or us. You may terminate these Terms of Service at any time by notifying us that you no longer wish to use our Services, or when you cease using our site.

If in our sole judgment you fail, or we suspect that you have failed, to comply with any term or provision of these Terms of Service, we also may terminate this agreement at any time without notice and you will remain liable for all amounts due up to and including the date of termination; and/or accordingly may deny you access to our Services (or any part thereof).

ENTIRE AGREEMENT

The failure of us to exercise or enforce any right or provision of these Terms and Conditions shall not constitute a waiver of such right or provision.

These Terms and Conditions and any policies or operating rules posted by us on this site or in respect to these terms constitutes the entire agreement and understanding between you and us and govern your use of the Service, superseding any prior or contemporaneous agreements, communications and proposals, whether oral or written, between you and us (including, but not limited to, any prior versions of the Terms and Conditions).

Any ambiguities in the interpretation of these Terms of Service shall not be construed against the drafting party.

CONTACT INFORMATION

Questions about these Terms and Conditions, of Sale and of Service should be sent to us at sales@marithomas.com.