

PLEASE READ THE TERMS & CONDITIONS BEFORE PLACING AN ORDER

1. DEFINITIONS AND INTERPRETATIONS

1.1 In these terms and conditions:

Reference to “we” and “us” is a reference to Lies de Vooght-Jewelry.com.

Reference to “you” is a reference to the purchaser.

“Contract” means the contract between us for the sale and purchase of the jewelry which incorporates these Terms & Conditions.

“Goods” means the jewelry and other items purchased by you from us.

“Terms” means these terms and conditions.

1.2 These Terms are the only terms and conditions on which we contract for the sale of Goods and they form an integral part of the Contract between us. If we agree to vary any of the terms, the variation must be in writing confirmed by our duly authorised representative and by you.

2. PRICE

2.1 The price of the Goods quoted on our website includes VAT (Value Added Tax) of 21%.

2.2 The cost of packaging and postage/carriage in the Netherlands and Belgium is for free. In the case of special or overseas orders this will be quoted by us on request and payable separately from the price of the Goods.

2.3 All published prices are subject to change at any time without notice.

3. ORDERING GOODS ONLINE

3.1 You warrant to us that all information which you are required to provide when ordering Goods online is accurate and complete in all respects at the time of the order and that this information relates to you/the person placing the order and not to any third party.

3.2 When an order is made online, the order confirmation issued by the company clearing the credit/debit card payment does not constitute acceptance of your order by us. We reserve the right to check any discrepancies and an order will only be confirmed when it is verified by us.

3.3 Any error in any ordering process due to technical or other reasons beyond our control entitles us not to treat the order as being binding on us.

4. PRIVACY

If you place an order, you will have to provide personal information to us. We will not disclose that information to any third party without your consent, except for the purpose of processing the order and arranging delivery. We do not store our customer's financial details.

5. PAYMENT

5.1 All payment for Goods and, in some cases for the cost of packaging and delivery, must be made before the Goods are delivered.

6. DELIVERY

6.1 We will give you an estimated delivery date for the Goods but no times or dates provided by us are guaranteed.

6.2 We will arrange for packing and we will decide on the method of delivery either by post, courier or otherwise.

6.3 You must notify us promptly and in any event within 48 hours of receipt of any Goods if they appear to be damaged in transit. In those circumstances, you must also keep all packaging as this may be required when making a claim.

7. RETURNS

7.1 If you wish to return an item then you should email us at info@liesdevooght-jewelry.com to notify us of the return within 7 days of receiving the Goods. You should make it clear if you require an exchange, credit note or refund for the item.

7.2 Any items returned without prior notice in writing will not be accepted.

7.3 You must take reasonable care of all Goods in your possession and return them to us, appropriately packaged to avoid damage, within 7 days from the cancellation date.

7.4 We will refund the purchase price to you within 30 days of the cancellation notice but we reserve the right to charge a restocking fee and any other costs we incur in connection with the return of the jewelry.

7.5 In the case of Goods which are made and supplied to your specification or which have been personalised for you, you will not have the right to cancel the Contract.

7.6 Items should be returned in their original packaging to ensure they are adequately protected in transit.

7.7 Items should be returned new and unused. Returns that are damaged or soiled will not be accepted and may be sent back to the customer.

8. FAULTY GOODS

8.1 Goods are classified as faulty if they are received damaged, or where a manufacturing fault occurs within one month of purchase. Please note that items that are damaged as a result of wear and tear are not considered to be faulty.

8.2 If you would like to exchange a faulty item, please be aware that we can only replace it for another product which may not be in the same colour and style, subject to availability. Where possible, we will offer to repair faulty items.

9. LATE RETURNS

9.1 Jewelry returned outside of the above timeframes will not be accepted and will be returned to the customer.

10. RISK AND OWNERSHIP

10.1 The risk of loss or damage to Goods passes to you upon delivery.

10.2 Ownership in all Goods remains with us until full payment of all amounts due to us have been received from you.

10.3 You will be responsible for the safe custody and insurance of all Goods in your possession.

10.4 You have no right to re-sell any Goods until payment has been received in full by us.

11. WARRANTIES AND LIABILITY

11.1 We warrant to you that the Goods ordered by you will meet the description as shown on our website (or any other description given to you in writing).

11.2 We will not have any responsibility for any damage which occurs to the Goods after delivery.

11.3 If any defect in any Goods appear within a month of delivery, you must notify us as soon as you become aware of the defect, giving us full details. We will then decide, in consultation with you, whether the defect is our responsibility. If so, we may arrange either to repair the Goods or to replace them with similar Goods, as much as possible.

11.4 We do not accept any responsibility for any wear and tear, accidental damage or failure by you or by any third party to adhere to any written recommendation provided in relation to the Goods.

11.5 Liability to you for loss or damage under no circumstances must exceed in the total amount you have paid us for those Goods. (However, we acknowledge that we cannot exclude legal liability for death or personal injury which is proved to be due to our negligence).

12. NOTICES

12.1 If you wish to give us any notice relating to a matter covered by these Terms, you must confirm that notice in writing. In the case of email notices, these should be sent to info@liesdevooght-jewelry.com and you must send them so as to return an acknowledgement of receipt.

13. CUSTOMER DEFAULT

If you:

give us any incorrect personal information, or
fail to make any payment when it is due, or
cancel any payment, or
become insolvent, or
commit any breach of these Terms

then, in any of those events, we have the right to cancel the Contract and recover possession of any Goods which have been supplied for which payment has not been received in full.

14. FORCE MAJEURE

We will not have any liability to you if we are prevented from performing any of our obligations on account of any circumstances beyond our reasonable control which includes, but is not limited to, extreme weather conditions, act of God, terrorism, war, strike or difficulty in obtaining materials and/or labour. In any of these circumstances we reserve the right to terminate the Contract.

15. GENERAL

15.1 Severance: If any provision in these Terms is held by a court to be unenforceable, that will not affect the remaining provisions of the Terms.

15.2 Entire Agreement: These Terms govern our relationship with you and in accepting them, you confirm that no other arrangement, agreement or representation applies.

15.3 Assignment: We reserve the right to assign any of our rights or obligations under the Contract with you to a third party on the basis that the existing contractual terms will become the responsibility of that third party. You will not assign your rights without first getting our written consent.

16. INTELLECTUAL PROPERTY

Where the Goods include designs or works of art, these are prepared by a designer or artist who owns the copyright in those works. You have no right to make any copies or adaptations of any such Goods.

17. DISPUTES

17.1 If there is a dispute which we cannot settle by direct negotiation it may be referred to mediation if agreed between us. In that event, the mediation will be conducted in accordance with the Dutch Dispute Committee mediation rules.

17.2 Any dispute between us will be finally determined by the Dutch courts and you agree to submit to the jurisdiction of those courts.

18. PROMOTIONAL CODES

18.1 Only one promotional code can be used at any given time unless otherwise stated.

18.2 Under no circumstances can the value of a discount code be deducted from an order if the code is defective or out of date. No replacement codes will be issued in this case.

18.3 When an order is placed using a promotional code and contains a number of items, the value of the discount is spread over each item.

18.4 Any refund of an item purchased using a promotional code will be reduced by the value of the discount attached to it. The discount will not be refunded.