**IAN PATTISON JEWELLERS DESIGN AND MANUFACTURING**

TERMS & CONDITIONS

You may accept these Terms in any of the following ways:

1. signing the Quote to which these Terms are attached
2. all of the Deposit; or
3. Other conduct by you, such as verbal in emailed correspondence, indicating you have accepted these Terms.

 **Formation and composition**

You agree to be bound by:

1. these Terms of Service; and
2. any additional terms contained in a Quote accepted by you

**Precedence**

In the event of any conflict or inconsistency between these Terms of Service and any terms contained in a Quote, the terms contained in the Quote take precedence.

You agree that if you request

* changes to a Design or Product as detailed in any applicable Quotes, beyond any changes permitted
* additional consultations or variations in excess of those prescribed in

We may require the payment of additional fees equivalent to the costs of the additional labour and materials required to meet your request.

You agree to no rights of ownership to:

* + 1. the Intellectual Property Rights in the Designs or Products (as applicable); and
		2. any related Materials digital or via social media

are transferred under these Terms.

**Exclusion of Liability**

You agree that we are not Liable for any Losses suffered by you as a result of any delays in our provision of the Services due to an event of Exceptional Circumstance, and any such delay does not constitute a breach by us of these Terms.

You agree that, upon successful delivery to you of any Products under these Terms, you release us from any responsibility or Liability in relation to the designed piece.

**Cancellation**

In the event that the customer cancels the execution of the manufactured design the customer shall be liable for any and all loss incurred.

**No refund of Deposit**

You acknowledge and agree that, if you terminate this agreement after we provide or have been instructed to provide any of the Services, we will suffer loss not capable of recovery by us, and we are entitled to keep your payment of the Deposit as fair compensation for our loss.

**Failure to pay balance**

Failure to pay the balance in accordance with your obligations gives us the right to immediately terminate this agreement.

Upon termination of this agreement, we will suffer loss not capable of recovery by us, and we are entitled to:

* 1. retain possession of the Product and deal with it (including offering for sale or redistribution) in our sole discretion; and
	2. retain the Deposit (in the aggregate amount you have paid up to the termination date) or any part thereof where we are unable to sell the item of jewellery to a third party within [3] months of the date of termination as fair compensation for our loss in undertaking the Services and redistributing the Product.