

Bullion by Timepiece Gold Buying Terms and Conditions

Please read these Terms & Conditions carefully as they affect your rights and liabilities under the law and the terms governing your use of the Bullion by Timepiece Gold Buying service. If you do not agree to these terms and conditions, please do not use the service.

1 Restrictions

- 1.1. The service is for your personal use only.
- 1.2. In order to make use of the service you must:
 - 1.2.1. be at least 18 years of age;
 - 1.2.2. be the owner of the gold you are wishing to sell, acting on your own behalf and not, for example, as the representative or agent for someone else or a company.
- 1.3. If you send us more than £1,000 worth of gold you agree that you may have to provide us with proof of identification before we pay you (see paragraph 5 below for details) so that we can meet our legal obligations. We may ask for photo ID and proof of address.

2 Posting and insurance

- 2.1. When sending us your gold you must:
 - 2.1.1. place your gold in the clear plastic bag in your Gold Pack, complete our Bullion by Timepiece gold buying form and place both the form and gold in the prepaid Royal Mail Special Delivery Envelope;
 - 2.1.2. take the Royal Mail Special Delivery Envelope to your local Post Office where you will be issued a receipt.
- 2.2. Any gold that you send to us using the Royal Mail Special Delivery Envelope will be insured by the Royal Mail in case it gets lost or damaged in the post for up to £750. This means that, if the Royal Mail Special Delivery Envelope gets lost or damaged before we receive it, you will not be able to claim more than £750. If you think that the value of your gold is more than £750, please order more Gold Packs, and separate your gold up so that each Royal Mail Special Delivery Envelope only contains a maximum of £750 worth of gold. Alternatively, you can choose to purchase additional insurance at your own cost (additional insurance is available from the Post Office).
- 2.3. If you want to make a claim under the insurance you need to contact Royal Mail directly and you will need your receipt – we cannot assist with this matter.
- 2.4. All Royal Mail Special Delivery Bags received will be weighed first and this weight will be noted after which they will be opened by our staff members whilst being monitored by CCTV. Then the contents of your gold will also be weighed and tested to verify the purity of your items. In the event of a dispute between the total weight received and the weight on your receipt from the Post Office, our weight will be considered final but we will always act reasonably and fairly when taking this decision. In the event of a dispute in relation to the contents of a Royal Mail Special Delivery Envelope, we will check the CCTV and details will be shared with you. However, this does not allow us to determine the purity/quality of your pieces.

3 Valuations

- 3.1. When we receive your Royal Mail Special Delivery Envelope, one of our trained staff will value your gold, based on the carat of the gold and its weight in conjunction with the live gold price and our expenses at the present time.
- 3.2. You agree that we may test your gold as part of the valuation process. This process may result in a small mark being left on your gold and you agree to this and understand that it is possible this may reduce the value of your gold should you decide not to sell it to us. If you do not want us to test your gold, please do not send it to us. We will also contact you if we need to dismantle or break an item sent to us as we will request your approval before we start this process as the item would be broken and we are not liable to fix this if you decide not to sell your gold to us as the item may not be worth as much in its new state.
- 3.3. If following testing we cannot verify your items are gold paragraph 6 below will apply.
- 3.4. If we think that the retail resale value of the item you have sent in is greater than the value based on the carat of the gold and its weight (which might happen, for example, if you send in coins) we may, at our discretion, offer you a price based on the retail resale value which could be higher than its precious metal price.
- 3.5. We will also make offers for other precious metals as well as gold. We will tell you when we do this and these terms and conditions will apply.

4 The offer

- 4.1. Once we have valued your gold, we will let you know the price we are willing to offer you for the gold by text and email. If you send items that contain other materials and/or gemstones, the offer will be for the whole item received. We will not return such other materials or gemstones to you unless you reject the offer (in which case the whole item will be returned to you in accordance with paragraph 6 below). We will use reasonable endeavours to contact you within three working days of receiving your Royal Mail Special Delivery Envelope to let you know the offer.
- 4.2. If you accept the offer, then terms in paragraph 5 below will apply.
- 4.3. If you do not accept the offer, then paragraph 6.2 below will apply.

5 Payment to you

- 5.1. If you accept the offer, we will send payment to you within three working days from the day on which you accept the offer.
- 5.2. Please note that, once you have accepted the offer, we are not able to return your gold to you. This is because once you have accepted the offer your gold will be processed immediately and we may already have sold it to a third party or other.

6 Returning your gold to you

- 6.1. If we are unable to verify some or all of your items as gold we will notify you of this and find out whether you would like us to send your items back to you

or not. If you decide that you would like the items returned, we will post them back to you within seven working days via second class post.

- 6.2. If you decide not to accept the offer then we will first discuss why you have not accepted the offer before posting your gold back to you, we will return your gold within seven working days after any discussion. We will post your gold along with anything else you supplied in your postal pack back to you via Royal Mail Special Delivery at our expense and we will insure it up to a value of £750.
- 6.3. We will use reasonable endeavours to establish contact with you within 36 days of receipt of your items. Should contact not be achieved, your gold will be sold at the originally-offered price or at our discretion a lower price if the valuation has decreased due to a change in the current Gold price over the 36 day period and payment will be sent to you within 3 working days, with funds transferred into your supplied bank account – if you do not agree to this then please do not use this service.

7 Responsibility for and ownership of gold

- 7.1. We will be responsible for any loss or damage to your gold from the time we receive your parcel from the Royal Mail is accepted by us. If we send your gold back to you in accordance with paragraph 6 above, we will no longer be responsible for any loss or damage from when it is delivered to your address as specified by you on the label on the clear plastic bag.
- 7.2. You will own your gold until you notify us of your acceptance of an offer in accordance with paragraph 4.2, at which point ownership will pass to us. If you have sent items we have been unable to verify as gold and you agree that you no longer want them we will dispose of them.
- 7.3. If we return your gold (and any other materials as appropriate to you in accordance with paragraph 6 above, you will remain the owner of your gold at all times. The Royal Mail will be responsible for any loss or damage to gold or any other precious metal sent to us up to £750 after accepting the delivery from us. If a claim is required we will make this claim on your behalf.
- 7.4. If we only return items we have been unable to verify as gold you remain the owner of these items at all times.

8 Copyright and Other Intellectual Property Rights

Nothing in these Terms and Conditions gives you a license to use any of our trade marks including but not limited to our Gold Pack, Branding etc.

9 Your personal data

- 9.1. We will use the information that we collect about you to provide the service to you and for our own internal marketing and research.
- 9.2. We will never pass your personal information to anyone else except where we have your consent; we are required or permitted to do so by law; to other companies who provide a service to us to enable this service to be fulfilled; and any successors in title to our business.

10 Our responsibility to you

- 10.1. Nothing in this paragraph 10 shall limit or affect our liability resulting from anything we provide to you being found to be unsafe or if something we do negligently causes death or personal injury.
- 10.2. Subject to paragraph 10.1, if we are in breach of these Terms & Conditions, we will only be responsible for any losses that you suffer as a result to the extent that they are a foreseeable consequence to both of us at the time we receive your gold, up to a sum of £750.
- 10.3. Nothing in these Terms & Conditions affects your statutory rights (which include, for example, that we will provide the service to a reasonable standard and within a reasonable time. For more information on your statutory rights you can contact your local Citizens Advice Bureau or Trading Standards Office.

11 Your responsibility to us

You are responsible for any losses that we suffer as a result of you being in breach of paragraph 1.2.2 above, ie. if you are not the owner of the gold that you send to us.

12 General

- 12.1. We may transfer our rights under these Terms & Conditions to another business where we reasonably believe your rights will not be affected.
- 12.2. If you breach these Terms & Conditions and we choose to ignore this, we will still be entitled to use our rights and remedies at a later date or in any other situation where you breach these Terms & Conditions.
- 12.3. We shall not be responsible for any breach of these Terms & Conditions caused by circumstances beyond our reasonable control.
- 12.4. These Terms & Conditions are subject to English law. We will try to solve any disagreements quickly and efficiently. If you are not happy with the way we deal with any disagreement and you want to take court proceedings, you must do so in England, Scotland, Wales or Northern Ireland.

13 Contact us

- 13.1. If you have any queries or complaints, please call us on 01942 821515 9am to 5pm, Monday to Friday, excluding public holidays.

Alternatively, you can email us at info@bullionbytimepiece.com or write to us at:

BBT
PO Box 904
Wigan
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