



KINZY LONDON



**Diamond Order Disclaimer & Bespoke Purchase Agreement**

## 1. Purpose of this Agreement

This Agreement outlines the terms and conditions under which Kinzy London (“the Company”, “we”, “our”) sources, designs, and supplies diamonds and bespoke fine jewellery for the client (“you”, “the customer”).

By signing this Agreement and/or paying a deposit, you acknowledge that you have read, understood, and accepted these terms in full.

These terms protect both parties, ensure transparency, and define your rights and obligations for bespoke, non-refundable, and custom-made orders.

## 2. Nature of Bespoke Orders

All items produced or sourced by Kinzy London are bespoke, meaning they are made to your individual specifications and cannot be resold.

By proceeding with payment of any deposit, you enter into a binding contract for a bespoke item, and acknowledge that your order becomes non-cancellable and non-refundable from that point onward.

This applies whether or not:

- The diamond has been viewed in person;
- The supplier has confirmed the stone; or
- Production has commenced.
- For hygiene reasons, earrings are strictly non-refundable and non-exchangeable once dispatched or tried on.

The deposit payment constitutes acceptance of these terms and authorises Kinzy London to proceed with sourcing and/or production.

## 3. Custom Design Process

Each custom order is handled individually. Target completion dates are discussed during order confirmation but are estimates only.

We will always update you with revised timelines as needed.

As part of our design process:

- Up to three (3) complimentary CAD renders are included. Additional renders are £100 each.
- Up to two (2) complimentary wax models of your final signed-off CAD design are included. Additional wax models are £45 each.

Design alterations may be made during the wax stage.

However, changes involving diamonds (carat, cut, shape, or size) may incur additional costs.

Engraved rings and any ready-made jewellery that has been altered or engraved are strictly non-refundable, as these pieces are customised specifically to the client’s request.

## 4. Diamond Sourcing, Viewing, Exchange & Availability

Once you have selected your preferred stone or provided specifications, we source the diamond through our global supplier network.

- Diamonds are subject to availability and supplier confirmation.
- Until confirmed by the supplier, no diamond can be guaranteed or reserved without a deposit.

Diamond Viewing and Exchange Policy:

- After receipt of confirmation that the diamond is available to view in-store, the client has up to 10 days to view the diamond and/or request a replacement.
- If no viewing or replacement request is made within this 10-day period, the diamond will be deemed confirmed, non-returnable, and will proceed to the next stage of the production process.
- Extensions to the 10-day viewing period may be granted at the discretion of Kinzy London, but must be requested and agreed at the time of purchase or under special circumstances at Kinzy London’s discretion.
- Up to two (2) complimentary replacements are permitted within the applicable viewing period. Any further replacements will incur a £100 fee per diamond to cover handling, shipping, and related costs.
- Certain rare or unique diamonds may be non-returnable or non-exchangeable due to supplier or market conditions; this will always be stated during the order process.

Once your final diamond is confirmed, CAD designs are created using its exact measurements to ensure a precise fit.

**5. Descriptions, Certification & Valuation Documentation**

All diamonds are graded by internationally recognised laboratories such as GIA or IGI, and certificates, videos, and images are provided where available. These serve as accurate representations based on supplier data. Minor visual differences caused by lighting, magnification, or display are not considered grounds for refund.

Each piece may be accompanied by a valuation certificate for insurance purposes, upon request.

- A valuation request must be made within 30 days of collection or delivery.
- The fee for an initial valuation certificate is £300 per item.
- Any subsequent or annual revaluation requests will be charged at £100 per certificate.

Valuations are prepared by accredited assessors and include detailed descriptions of the diamond(s), metal composition, and craftsmanship for insurance documentation purposes.

Specially cut or customised diamonds may also be submitted for IGI certification at additional cost.

**6. Quotations, Pricing & Consultation Policy**

All quotations are valid for the day they are issued.

Pricing may vary due to changes in gold, diamond, or currency markets.

Once a deposit is paid, the quotation becomes binding for that specific item and cannot be transferred to another project.

Should the selected diamond become unavailable, we will provide an updated quotation for a comparable replacement.

Any change in design, materials, or diamond specification will result in a revised quotation.

Consultation Policy:

For all items listed on the Kinzy London website with a value above £15,000, an in-person showroom consultation is required before purchase confirmation. This ensures the client fully understands all specifications, sourcing details, and customisation options prior to proceeding.

**7. Deposit, Payment & Non-Refundable Terms**

A minimum 50% deposit (or otherwise agreed amount) is required to secure your order.

Payment of a deposit constitutes legal acceptance of this Agreement.

Once paid:

- The deposit and order become non-refundable and non-cancellable, regardless of diamond confirmation or viewing status.
- Deposits are non-transferable and non-creditable toward other clients or orders.

The remaining balance must be paid prior to collection or dispatch.

Failure to complete payment may result in forfeiture of your deposit and cancellation of the order.

This policy complies with the Consumer Rights Act 2015 and the Consumer Contracts Regulations 2013, recognising the non-cancellable nature of bespoke goods once commissioned.

### 8. Production, Delivery & Collection

Production begins once your diamond is confirmed and your design approved.

All manufacturing is completed in-house at A&M Polishers, Kinzy London’s workshop.

Production timelines are estimates and may vary depending on supplier schedules and material availability.

Kinzy London is not liable for delays caused by suppliers, customs, or couriers.

Delivery Options:

- UK delivery via Royal Mail Special Delivery (£20 per order), insured and tracked.
- International delivery via FedEx available (charges depend on destination and duties).
- Eligible international clients may qualify for non-VAT pricing under applicable tax laws.

Collection Policy:

Once a completion or repair notification is sent to the client, the item must be collected within 60 days, unless otherwise agreed in writing at Kinzy London’s discretion.

### 9. Inspection and Acceptance

You are encouraged to inspect your diamond and finished jewellery upon collection or delivery.

Once accepted and signed for, the item is deemed approved.

Kinzy London does not accept returns due to:

- A change of mind,
- Subjective dissatisfaction (e.g. colour, size, sparkle), or
- Finding similar items elsewhere at a different price.

Any post-delivery work such as resizing, redesign, or modification is treated as a new, chargeable service.

### 10. Faults, Defects & Statutory Rights

This Agreement does not affect your statutory rights under UK consumer law.

If your jewellery is found to be faulty or misdescribed, Kinzy London will repair, replace, or refund in accordance with the Consumer Rights Act 2015.

Damage resulting from wear, accidental impact, neglect, or third-party work is not covered under statutory rights or warranty.

**11. Warranty & Aftercare**

All Kinzy London jewellery is covered by a lifetime manufacturing warranty for craftsmanship.

Included services:

- Complimentary engraving at purchase
- One complimentary resize within 12 months (excluding full eternity rings or continuous-band designs)
- Annual service (required to maintain warranty) including:
  - Claw tightening
  - Professional cleaning
  - Light polish and plating (if required)
  - Structural inspection

Repairs due to accidental damage or wear are chargeable.

Clients are welcome to visit the showroom for cleaning or maintenance as needed.

**12. Limitation of Liability**

Kinzy London accepts no liability for:

- Market fluctuations in diamond or metal pricing,
- Supplier or courier delays,
- Colour variations caused by lighting or display,
- Customer’s change of mind, or
- Loss or damage after collection or delivery.

Our total liability is limited to the amount paid for the specific item, excluding consequential losses.

**13. Governing Law**

This Agreement is governed by and construed in accordance with the laws of England and Wales.

Any disputes shall be subject to the exclusive jurisdiction of the courts of England and Wales.

**14. Client Declaration**

I confirm that I have read and understood this Agreement and the Kinzy London Terms & Conditions.

I acknowledge and agree that:

- My order is bespoke and/or a diamond has been sourced specifically for me.
- Once I pay my deposit, the order becomes non-refundable and non-cancellable.
- All quotations are valid for the day issued and subject to change.
- I have been informed of Kinzy London’s warranty, design, and exchange policies.
- My statutory rights remain unaffected in cases of defect or misdescription.

**Kinzy London reserves the right to amend or update these policies, terms, and conditions at any time without prior notice.**