**Terms and Conditions:**

**Bespoke and Custom-made Jewelry Orders**

In the context of this agreement, the terms “we”, “us”, “our”, "Josanne Mark Ltd." and "Josanne Mark" refer to Josanne Mark Atelier Ltd. In the context of an agreement to make, sell and purchase jewelry, the term Bespoke refers to: an item of jewelry that is made to the client’s specific request, design plan, timeframe, instructions and purpose. It includes all resources, including intellectual property, required to make and complete the ordered item, specifically: metals, gems, design and fit.

This agreement also covers Custom-made and customized items that do not meet the definition of bespoke item/s as they are based on the seller's standard range. Custom-made and customized items have individual design alterations or rearranged features that create a non-standard personalised item. All clauses within this agreement extend to custom-made and customized items as ordered and agreed to by the client.

Bespoke and custom-made items (hereafter referred to as item/s) ordered through Josanne Mark Ltd. (hereafter referred to as the Seller) are subject to the following conditions:

**Design Consultation:**

1. *The consultation appointment includes, a 30 to 45 minute meeting with the designer to discuss the client’s design and budget as well as a series of communications about the design that results in the development of sketches and a digital 3D creation of the intended design.*
2. *A non-refundable consultation fee of TT $700 per design is required which must be paid in cash or via online bank transfer at the commencement of the consultation. Once we proceed together, in crafting your piece, the consultation fee, will be applied towards the purchase. We reserve the right to waive the consultation fee where we see fit.*
3. *The consultation includes the full development of the bespoke design including identifying all materials and gems and building a 3D CAD model of the piece/s. An accurate quotation can only be given after the completion of the design and 3D model.*
4. *Payment of a non-refundable deposit of either 50% of the finished cost, as quoted upon completion of the 3D model or the total cost of the resources required to complete the item/s (as agreed to by both parties) is required to begin production.*
5. *If 90 days have elapsed from the date of consultation, the client would have forfeited his/her consultation fee and the value can no longer be applied towards the purchase. We reserve the right to extend this period on a case by case basis.*

**Quotation & Payment**

1. Quotes for any item/s produced by the Seller are based on the cost of the required resources, including solid components, design services and time, at time of ordering.
2. Due to the time, resources and skills required to make item/s, in the event of a non-completed sale the client agrees that the non-refundable paid deposit will be used in its entirety by the Seller to recover the costs associated with the making of the client’s ordered item/s.
3. The payment of a deposit is an agreement between the Seller and the client to make and provide the item/s as per the agreed job brief.
4. The payment of a deposit is an agreement between the client and the Seller to purchase and complete payment for the item/s as per the agreed job brief and quoted cost/s.
5. The Seller reserves the right to adjust the final cost of the item/s in response to market changes but agrees to limit this adjustment, if and as required, to no more than 20% of the original quoted cost.
6. The Seller agrees to consult with the client in a timely fashion should an adjustment in price be required. The client agrees to respond and provide instructions to the Seller within one week (7 days) of receiving this advice.

**Responsibilities**

1. During the consultation process, the Seller agrees to faithfully record the ideas and design directives of the client, in conjunction with the Seller’s own design advice.
2. The Seller agrees to regularly consult, if and as required, with the client during the manufacturing process.
3. The client agrees to regularly consult, if and as required, with the Seller during the manufacturing process.
4. Any/all design change requests made by the client in regard to the finished item/s, will be at the client's cost. If the changes requested by the client were recorded and formed part of the original design plan but can be shown to not be reasonably represented in the finished item/s, then the costs of these specified changes will be covered by the Seller.
5. In this context (clauses’14 and 15) requested changes do not include replacement of gems and stones due to revised colour preferences. All gems and stones will be selected prior to manufacture and inserted into the final item/s in good faith, by the Seller.
6. In this context (clause’s 14 and 15) requested changes do not include replacement of the client's own gems that have incurred damage or breakage as a result of the resetting process and cannot be included in the final article.
7. The Seller agrees to take all reasonable care when using client-provided gems, in both set and un-set states, but does not guarantee nor insure against breakage or damage for any gems independently sourced by the client for use in item/s.
8. In the event of a breakage or damage occurring to a client’s own stones or gems, replacement stones and gems can/will be selected by the client in consultation with the Seller and final cost/s will be adjusted and agreed to, at that time.
9. The Seller does not agree to use client-provided metals. Any cost adjustments resulting from the use of the clients own resources will be discussed as part of the design consultation and agreed to, by both parties, prior to accepting and starting the manufacture process for the item/s.
10. Both parties agree in principle that the Seller is the authority on resources and designs for the item/s and acts in good faith regarding any advice and/or technical knowledge given to the client as part of the design process.

**Intellectual Property:**

1. The client agrees that all designs, plans, ideas and images directly associated with the making of a bespoke item by the Seller remain the intellectual property of the Seller.
2. The client agrees that all designs, plans, ideas and images associated with any item/s made by the Seller are exclusive property of the Seller and are subject to the standard legal protection and rights as intellectual property.
3. The Seller agrees to treat the client's bespoke design as confidential and private, if and as requested, and during the manufacturing process.
4. The terms of any/all privacy agreement/s between the Seller and the client are to be agreed to by both parties at time of ordering and on payment of the non-refundable deposit.
5. Due to the costly and labour-intensive nature of bespoke and custom-make manufacturing, the Seller reserves the right to refuse to accept, or to cease working on, any order if the terms and/or the intent of this agreement are breached in any way by the client.
6. The Seller understands their responsibilities as a trader and abides by the principles of Fair Trading.
7. Both parties agree that this is a fair and binding terms of sale document as discussed and agreed to at time of order.

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ for Josanne Mark Atelier Ltd.

Please print name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_for the client

Please print name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_