

UK Terms and Conditions

Thank you for visiting UK.Cash4Gold.com (this "Site"). This Site is operated by Green Bullion Europe Limited ("we," "us" or "our"), a company registered in England and Wales with registration number 06862911, with registered address Seventh Floor, 90 High Holborn, London WC1V 6XX, United Kingdom.

This Site allows you to: (a) participate in interactive features that we may make available such as selling your previously owned jewellery ("Jewellery") to us for refining (the "Services"); or (b) simply view this Site. These terms and conditions (the "Agreement") govern your use of this Site.

Please read this Agreement carefully before proceeding to use the Site and our Services. You should keep a copy of this Agreement for future reference. Click [here](#) to print or download. We will not file a copy of this Agreement. By continuing to use this Site and our Services you agree that you have read and agree to abide by the terms of this Agreement with us.

If you have any questions, complaints or comments about this Site or the Services then please contact us on 0800 064 1231.

1. Your Use of this Site and Representations.

When you use this Site, you promise and represent that: (a) the information you submit is truthful and accurate; (b) you will update your contact information if it changes so that we can contact you; (c) you are not violating any applicable law or regulation; (d) you are 18 years of age or older; (e) you are the legal owner of any Jewellery that you sell or are attempting to sell to us; (f) you are selling or are attempting to sell Jewellery on your own behalf and are not an agent or a representative of a third party; (g) you have not obtained the Jewellery as a result of any illegal activity in any territory whatsoever; and (h) any sale of the Jewellery by you to us will not cause us to be in violation of any applicable laws of Ireland or any other territory, including (as a non-exhaustive list) those in respect of money-laundering, the proceeds of crime and/or terrorism. We reserve the right to request documentation and other proof of compliance with the requirements contained in this Section 1.

2. Shipping and Appraisal Process, Requesting and Accepting/Rejecting a Quote, Payment, Returns and Guarantee Against Loss.

2.1 Shipping your Jewellery to Us. To request a free, insured Jewellery Return Pack, please complete the on-line form located on the Site, and then click the button to submit your information. Your Jewellery Return Pack will be mailed within 24 hours to the address you entered on the on-line form.

We are proud to offer free and insured postage via Royal Mail Special Delivery to ship your material. All Jewellery must be sent via Royal Mail Special Delivery to provide reliability and security. Once you receive your Jewellery Return Pack, simply place your unwanted Jewellery into the security pack included in the Jewellery Return Pack, place the security pack in the Special Delivery envelope and take it to a Royal Mail Post Office and send your Jewellery to us. You will be able to track your Royal Mail Special Delivery envelope online.

Your Jewellery shipped via Royal Mail Special Delivery will be insured for up to £500 subject to

the provisions of 2.7 below. **If you require additional packaging or insurance for your package, please contact our team at 0800 064 1231 for additional assistance.** We reserve the right, in our sole discretion, to reject delivery of any envelope or package that appears to be damaged, opened or tampered with, and we will return these envelopes or packages to you by means of Royal Mail Special Delivery. We will have no liability to any customer for returning envelopes or packages in this manner.

2.2 Jewellery Evaluation. Upon receipt of your Jewellery, we will weigh and evaluate it. We purchase jewellery for its melt value. Except for small diamonds, prices for jewellery are based solely on the weight of your Jewellery and carat grade contained in your Jewellery. For this reason, we cannot pay for gemstones in your Jewellery other than small diamonds. Prices for small diamonds are based upon carat weight, colour, clarity, cut and shape.

2.3 Requesting a Quote. You may request that we provide you with an email quote for your Jewellery by including a note in the package you send to us. We will then email you a quote within 24 hours of receipt of your Jewellery. If you do not request a quote by including a note with your Jewellery, we will assume that you do not want a quote and are happy to proceed with the transaction, and we will evaluate your Jewellery and either send you a cheque or transfer your payment into your account.

If you do not request a written quote by indicating your request in the Jewellery Return Pack information form, we will assume that you do not want a separate quote and are happy to proceed with the transaction as described below, and we will evaluate your Jewellery and, depending on the payment method you choose (see Section 2.5 below), either send you a cheque or transfer your payment directly into your account.

2.4 Accepting/Rejecting a Quote. If you wish to accept a quote (if you have requested one), please reply to the quote email we send you indicating that you accept the quote. If you would like to talk with a Cash4Gold representative about the quote, please respond to the email and let us know what phone number we should call. We may, in our sole discretion, record the call, and if you orally accept the quote during the call, you will be deemed to have accepted our offer. Email quotes will be valid for a period of 12 days. If you do not accept the quote or do not indicate acceptance within 12 days of us sending you the quote, we will return your Jewellery to you. We will, in our sole discretion, choose the return carrier, insurance and receipt verification method for each transaction. We will insure your Jewellery for no more than the amount we offer you for your Jewellery, (regardless of what you insure the Jewellery for when you mail it to us), unless you notify us by phone at 0800 064 1231 that you agree to pay for the additional insurance you request. If you believe your Jewellery is worth more than £500, we recommend that you insure your shipment for the value you think it is worth.

2.5 Payment. You may select one of two payment options: (a) direct deposit into your bank account; or (b) cheque. Please fill out the payment form in your Jewellery Return Pack, select your preferred payment method and enclose the form with your shipment. If you elect direct deposit, please also provide us a voided cheque and sign the form. Please note that there is a £2.99 fee for direct deposit that we will deduct from the money we wire into your account. To qualify for direct deposit your settlement must exceed £20. If settlements are below £20 a cheque will be sent to you. **PLEASE NOTE THAT BY ELECTING PAYMENT BY DIRECT DEPOSIT YOU WAIVE THE 12 DAY RETURN POLICY SET OUT UNDER SECTION 2.6 BELOW.**

If you prefer to be paid by direct deposit, we will deposit the fees in your account within 24 hours of receipt of your acceptance of a quote, or if no quote is requested, within 24 hours of receipt of your Jewellery. If you prefer to be paid by cheque, we will issue you a cheque within 24 hours of receipt of your acceptance of the quote, or if no quote is requested, within 24 hours of receipt of your Jewellery. We will mail your cheque to the address you have provided to us when you requested your Jewellery Return Pack unless you specify otherwise in writing.

2.6 Returns. You agree that the Cash4Gold Service will begin as soon as you send your Jewellery to us and that once your Jewellery is processed in our refinery, we will be physically unable to return it to you. You will therefore not have the right to cancel the Cash4Gold Service under distance selling legislation. You therefore agree that you will only be entitled to a return of your Jewellery in accordance with the terms of this Agreement, and in particular this Section 2.6 and Section 2.4 above if you have asked for a quote.

If you elected payment by cheque and you change your mind about selling your Jewellery, you may cancel your order with us by notifying us either by email or by phone **no later than 12 days** after the date upon which we issue payment to you (the date of the cheque). If you do not contact us within this period of time, the Jewellery will be processed in our refinery and we will no longer be able to return it to you.

This 12-day return period cannot be altered for any reason, and we will not be responsible for any loss or damage of any kind if you do not contact us within this return period for return of Jewellery.

If you cancel your order in accordance with this Section 2.6, you must first return the fees we paid to you for the Jewellery and pay us any applicable shipping, handling and insurance fees (see below for the amount of insurance applicable) for shipping the Jewellery back to you. Please contact us first at 0800 064 1231 so that we may inform you of the amount payable and the methods of payment. We must receive payment in full no later than 14 days after the date upon which you notify us that you want your Jewellery returned.

This 14-day period cannot be altered for any reason, and we will not be responsible for any loss or damage of any kind to your Jewellery if we do not receive all applicable fees in full within this period. If we do not receive all applicable fees within this period of time, the Jewellery will be processed in our refinery and we will no longer be able to return it to you.

Upon our receipt of all applicable fees within 14 days, we will return the Jewellery to you. All Jewellery will be shipped back to you via Royal Mail Special Delivery and insured for no more than the amount we offer you (regardless of what you insure the Jewellery for when you mail it to us), unless you notify us by phone or by email that you agree to pay for the additional insurance you request.

2.7 Guarantee Against Loss.

a. Jewellery Lost when you Initially Ship Your Jewellery to Us

Subject to any restrictions in this Agreement or on this Site, if you ship your Jewellery to us, and your Jewellery is lost in the mail, we will compensate you for the loss of your Jewellery, provided

that you properly pack and ship your Jewellery to us in accordance with the terms of this Agreement and the Site. **PLEASE NOTE: In order to submit an insurance claim for lost Jewellery, you must have appraisals or documentation to prove its value, as well as the Royal Mail Special Delivery receipt from the post office and submit that documentation with your claim information.**

b. Jewellery Lost when we Ship Jewellery Back to You

If we ship your Jewellery back to you, and your Jewellery is lost in the mail, we will pay you the amount that we would normally offer you for your Jewellery (or in accordance with any quote we have provided to you if valid) subject to any restrictions in this Agreement or on this Site.

c. Claim Process

If you wish to submit a claim to us for lost Jewellery, you must immediately contact us at claims.UK@cash4gold.com or 0800 064 1231 and request a claim form. You must fully complete the form, sign the form and mail it to us at C4G Claims, PO Box 739, Sheffield, S60 - 9HB, promptly when you become aware that your Jewellery is lost. You must include all supporting documentation with the completed, signed form. Failure to properly complete, sign and/or mail the form, submit the claim form as soon as possible from the date you became aware that your Jewellery was lost, or provide sufficient proof that the Jewellery was mailed to us will result in our denying your claim. There is a 30 day waiting period from the time we receive your claim form to the time the claim is processed.

3. Rules Governing Your Use of this Site.

You represent and warrant that:

- (a) you will not use this Site for any unauthorized purpose including collecting user names and/or email addresses of other users by electronic or other means for the purpose of sending unsolicited email or other electronic communications;
- (b) you will not access this Site through the use of scripts, bots or other automated means;
- (c) you will not access this Site through any means other than through the interface that we provide to you or engage in unauthorised framing of, or linking to, this Site unless otherwise specifically authorised by us in a separate written agreement;
- (d) you will not transmit chain letters, bulk or junk email or interfere with, disrupt, or create an undue burden on this Site or the networks or services connected to this Site, including, without limitation, hacking into this Site;
- (e) you will not impersonate any other person or entity, provide false or misleading identification or address information, or invade the privacy, or violate the personal or proprietary right, of any person or entity;
- (f) you will not circumvent, disable or otherwise interfere with security related features of this Site or features that prevent or restrict use or copying of any Materials (as defined in Section 5 below) or enforce limitations on use of this Site or the Materials on this Site; or

(g) you will not cause to appear any pop-up, pop-under, exit windows, expanding buttons, banners, advertisements or anything else that minimizes, covers or inhibits the full display of this Site.

4. Grant of Licence to Us for Contributions.

We need a licence from you so that we can use your feedback, materials, questions, comments, suggestions, ideas, plans, notes or other information about us, this Site and/or the services made available on this Site (“**Contributions**”) on this Site or elsewhere. By making a Contribution to this Site, you grant to us a perpetual, non-exclusive (meaning you are free to license your Contribution to anyone else in addition to us) and royalty-free (meaning that we are not required to pay you to use your Contribution), sublicensable (meaning that we can sublicense its rights to, for example, third party hosted service providers) and worldwide (because the Internet and this Site are global in reach) licence to use, modify, create derivative works of, publicly perform publicly display, reproduce, rent, resell and distribute the Contribution for any purpose, commercial or otherwise.

You further grant us the right to use the name that you submit in connection with such Contributions. And, you acknowledge that this license does not obligate us to use your Contributions, or your name in connection with your Contributions.

5. Our Intellectual Property Rights.

All of the content and computer code on this Site (the “**Materials**”) and the trademarks, service marks, and logos contained on this Site (“**Marks**”) are owned by or licensed to us and are subject to copyright and other intellectual property rights under English and foreign laws and international conventions. We reserve all rights not expressly granted by this Agreement. The use of this Site grants no intellectual property rights to you.

You may not copy, reproduce, republish, download, post, broadcast, record, transmit, commercially exploit, edit, communicate to the public or distribute in any way the Materials other than for your own personal use. Subject to the above, you may download insubstantial excerpts of the Materials to your hard disk for the purpose of viewing it provided that no more than one copy of any information is made

If you download or print a copy of the Materials for your own personal use, you must retain all copyright and other proprietary notices contained in and on the Materials.

6. Survival.

Even after your use of this Site has ended, this Agreement shall remain in effect, including in particular sections 1, 2.6, 3-6 and 8-19.

7. Modifications.

The Internet and technology are rapidly changing. Accordingly, we may modify this Agreement from time to time. We will contact you if we do so, which is why it is important that you immediately notify us if your email address changes. We will also put any revised versions of this Agreement on this Site with a notice advising of the change. You should therefore regularly check this Site for any announcements about revisions and you must keep your contact information

current to ensure you are informed of any changes. You will not be obliged to agree to any modified Agreement in respect of any previous arrangements between you and us, but if you would like to continue to use our Site and our Services after any modification then we will require you to agree to and abide by the modified Agreement.

8. Applicable law, Jurisdiction, Legal Fees.

8.1 Applicable law and jurisdiction. You and we agree that England and Wales law will apply to this Agreement and the courts of England and Wales will have exclusive jurisdiction in relation to the Agreement.

8.2 Legal Fees. If we take legal action against you for breach of this Agreement and a court makes an award in our favour, you will be responsible for all costs allowable by the court.

9. Disclaimers.

All contributions or any other materials or items provided through this site are provided "as is" and "as available", without warranty or conditions of any kind. We shall not be responsible for the contents of the gold chart data appearing on this site. This data is prepared by third parties, and we include this chart only for general informational purposes.

10. Limited Liability.

We are not liable to you or any third party (including your insurance company) for any money owed, compensation or indirect loss which happens as a side effect of the main loss or damage (loss or damage which does not arise naturally in the usual course of things, but loss which may reasonably be supposed to have been in the contemplation of both parties, at the time we entered into this Agreement, as the probable results of the breach of it) including lost profits or loss resulting from your use of this Site, Contributions, the Materials or any other content on the Site.

With the exception of liability for death or personal injury to any person caused by our negligence or that of our agents, which shall be unlimited, our liability to you with respect to any loss suffered by you or by any third party resulting from your use of the Site or our Services, shall not be more than the lower of the following: (a) one-third of the appraised value of all the Jewellery that you submit to us, which appraisal you have obtained from a third party certified appraiser before you shipped the Jewellery to us; OR (b) one hundred pounds (£100).

You agree to compensate us for any reasonable loss, liability, claim, or demand, including reasonable lawyer fees, made by any third party due to or arising out of your Contributions, your use of this Site, content on the Site or the Materials in violation of this Agreement and/or arising from a breach of this Agreement and/or any breach of your promises and representations set out above.

12. Independent Contractors.

Nothing in this Agreement shall be considered to create an agency, partnership, joint venture, employee-employer or franchisor-franchisee relationship of any kind between us and you.

13. Third Parties

This Agreement is not intended to give rights to anyone except you and us. This does not affect our right to transfer this Agreement under section 17.

14. Section Titles.

The section titles in this Agreement are for convenience only and have no legal or contractual effect.

15. Rights.

If you breach this Agreement and we take no action against you, we will still be entitled to use our rights and remedies in any other situation where you breach this Agreement.

16. Problems with the Agreement.

If any part of this Agreement is disallowed or found to be ineffective by any court or regulator, the other provisions shall continue to apply.

17. Transfer.

We may wish to transfer our rights or obligations or sub-contract our obligations under this Agreement to another other legal entity. You agree that we may do so provided that:

- this will not adversely affect the standard of Services you receive under this Agreement; and
- in the case of transfer only, after we notify you of the date on which we will transfer our rights and obligations under this Agreement to another legal entity, your only rights under or in connection with this Agreement will be against the new legal entity and not against us.

This Agreement is personal to you. You may not transfer your rights or obligations under this Agreement to anyone else.