

Items submitted for Valuation



Please complete Sections 1 - 4, and hand this to JVC, or put it in the Courier pack with your Jewellery.

Freephone 0800 43 68 25

Section 1: Your Details

Valuation in name of:	Drop-Off Date
Address:	Drop-Off Time
<input type="checkbox"/> Tick to confirm that you want a pdf valuation copy to the email below	Contact Name (IF different to Valuation Name):
Email:	Contact Phone

Section 2: Type of Valuation

<input type="checkbox"/> Insurance	Insurance Company: or Brokers Name:
<input type="checkbox"/> Other (Please specify)	

Section 3: Items submitted (use a separate sheet if there are more than 5 items)

Briefly describe each item (Please attach any previous valuations, receipts etc)	Your Estimated Value
1	
2	
3	
4	
5	

Section 4. Payment Method

Cheque (made payable to The Jewellery Valuation Centre) **Cash**

Credit Card only VISA or MasterCard

Card No:

Expires: Card Name

Section 5: JVC to fill out

Items Ready for Collection from:	@	onwards
<input type="checkbox"/> items are Simple @ \$ ea,	<input type="checkbox"/> items are Standard @ ea,	<input type="checkbox"/> items are Complex @ ea
Other costs:	Total estimated fees: \$	incl gst

★ I have read and accept the Terms & Conditions printed on the reverse of this form

Customers Signature Date

JVC Signature Date

Auckland 09 379 0077 : Tauranga 07 5444300 : Wellington 04 902 5669 : Christchurch 03 332 4233

The Jewellery Valuation Centre

TERMS AND CONDITIONS FOR THE PROVISION OF VALUATION SERVICES

Nothing in these conditions shall affect the statutory rights of the consumer.

1. These conditions apply to all quotations, offers and conditions and all orders and Contracts between The Jewellery Valuation Centre ("the Company") and the consumer with which the Company contracts ("the Customer") to the exclusion of any items or conditions referred to by the Customer, save that nothing in these terms and conditions shall affect the statutory rights of the consumer. No variations or amendments to this Contract shall be binding on the Company and unless confirmed by the Company in writing.
2. Details of the Company's current scale of charges are available upon request. The Company reserves the right to amend such scale of charges from time to time without notice.
3. The customer hereby instructs the Company (which subject to completion of financial checks on the Customer to the satisfaction of the Company) to commence its valuation services on receipt of the items provided by the Customer and the Customer accepts that it has no right to cancel the Contract.
4. Every item is received and will be dealt with subject to these conditions, and in particular, the stipulations set out below;
The customer hereby represents, warrants and undertakes that
 - a. He/she is the rightful legal owner of any item submitted or has the permission of the rightful legal owner(s) of any item submitted for valuation.
 - b. Any item submitted now and in the future has been obtained from sources that to the best knowledge of the Customer are legitimate and reliable and that they have no personal knowledge or reason to believe that any item submitted now or in the future has been involved in funding conflict and/or has been traded in violations of any United Nations resolutions and/or New Zealand Law.
5. The Company reserves the right at its discretion to decline to accept any item submitted.
6. All invoices are payable without discount in New Zealand dollars as per the Company's invoice, immediately prior to the Customer collecting the completed jewellery and valuation from the Company's premises, or prior to the Company dispatching by courier to the customer. Subject to condition 8 in no circumstances shall the Customer be entitled to make any deduction or withhold payment for any reason. Where requested by the Company, the Customer shall supply the Company with its credit card details or other payment at the time of the order.
7. Time for payment shall be of the essence of the Contract without prejudice to any other rights of the Company. If the Customer fails to pay the invoice price by the due date, the Customer shall pay interest on any overdue amount from the date on which payment is due to that on which it is made (whether before or after judgement) on a daily basis at a rate of 2% per annum above the base rate from time to time quoted by the ANZ bank.
8. All items submitted to the Company shall at all times remain at the risk of the Customer. Without prejudice and subject to the forgoing the Company will use all reasonable endeavors to keep the items safe whilst in its possession.
9. The customer shall ensure that each item is insured for the full replacement value under a policy of insurance against loss or damage by fire and theft and against any risk not accepted by the Company hereunder, and in particular the Customer shall ensure that such policy stands to each item while in the custody of the Company, its employees, agents and covers any consequential or other loss or damage.
10. The Company shall have no liability to the Customer in respect of any loss or damage to any items which are in transit to and from the Company, and all claims by the Customer shall be made against the carrier. The Company does have marine transit insurance to a limit of \$50,000 per sending for goods in transit to and from the Company for those clients whose jewellery is not covered by their own Insurance under such a risk. The Company will endeavor to return items to the Customer by the same mode of carriage used by the Customer where this is possible.
11. Services may be carried out at any of our offices in New Zealand at the Company's discretion.
12. The Company shall have no liability to the Customer for any loss or damage of any nature arising from any breach of any express implied warranty or condition of the Contract or any negligence, breach of statutory duty on the part of the Company or in any way out of or in connection with the performance or purported performance or failure to perform the Contract except in accordance with this condition.
13. The Company shall not be liable to the Customer in Contract, tort (including without limitation negligence) and/or breach of statutory duty for any loss or damage to any items which the Customer may suffer by reason of any act, omission, neglect or default (including negligence) in the performance of the Contract by the Company, its servants or agents while the items are in the actual custody of the Company.
14. The Company shall not be liable to the Customer in Contract, tort (including without limitation negligence) and/or breach of statutory duty for any loss of profits and/or loss of production or any indirect or consequential (including economic) loss of any kind which the Customer may suffer by reason of any act, omission, neglect or default (including negligence) in the performance of the Company, its servants or agents.
15. The Company does not accept liability for any sentimental or other unknown value.
16. Notification of short delivery (measured by weight or number) or damage in transit must be made by telephone to the Company's freephone number (0800 436 825) or by email to the Company within 3 hours of receipt of the goods which means that the Customer should check the goods immediately upon receipt. The Company will use its reasonable endeavors to help and assist Customers to provide evidence of dispatch for claims against third parties. In the event that the Customer has not received the Company's report together with the item that is the subject of the report 21 days from the date of the Customer's order the Customer must notify the Company immediately by telephone to the Company's freephone number 0800 436 825 and in any event no later than 60 days from the date of the Customer's order.
17. Title to the Company's reports shall remain with the Company and shall not be passed on to the Customer until the amount due under the invoice has been paid in full.
 - a. The Customer shall not be entitled to take copies of the Company's reports unless and until the Company's invoice has been paid in full.
18. The Customer shall;
 - a. Promptly notify the Company of any information which could affect the valuation made by the Company before any valuation is made.
 - b. Inform the Company immediately of any discrepancies between the Company's valuation and other valuations.
 - c. Promptly supply such information as the Company reasonably requests to complete its valuation.
19. All statements and information contained within the Company's reports are the opinions of the Company and cannot be construed as;
 - a. A warranty or guarantee or an offer to purchase or replace the Customer's goods; or
 - b. A verification of the source or manufacturer of the customer's goods.
20. The Company shall have no liability to the Customer in the event that subsequent dismantling and testing of the Customer's goods disproves the content of the Company's reports.
21. Every right exemption defence and immunity of whatsoever nature are applicable to the Company or to which the Company entitled hereunder shall also be available to and shall extend to protect every employee of the Company in the course of or in connection with his/her employment and for the purposes hereof the Company is or shall be deemed to be acting as agent on behalf of and for the benefit of all persons who are or shall be its employees from time to time and all such persons shall to this extent be or be deemed to be parties to the Contract contained in these conditions of which these conditions form part.
22. The Contracts shall be governed by New Zealand law and the Customer consents to the exclusive jurisdiction of the New Zealand Courts in matters regarding the Contract except to the extent that the Company invokes the jurisdiction of the Courts of any other country.
23. Any notice required to be given in writing under these terms of trade shall be given where possible, by facsimile transmission or email and otherwise by mail addressed to the registered office of the party for which it is intended, or to such other address as may be notified in writing in accordance herewith for the purpose and shall be deemed to have been received, in the case of a facsimile transmission, upon transmission and, in the case of a letter, 48 hours after posting. In proving service by letter, it shall be sufficient to show that the envelope containing the notice was properly addressed and stamped and duly posted.
24. Failure by the Company to exercise, or a delay in exercising any right or remedy under these conditions shall not constitute a waiver of the right or remedy or a waiver of any other rights or remedies which the Company may otherwise have and no single or partial exercise of any right or remedy under these conditions shall prevent any further exercise of the right or remedy.
25. The Company shall be under no liability to perform any of its obligations under the contract if at to the extent that the failure is caused by act of God, environmental restriction, condition or control, or by reason of any act done or not done pursuant to a trade dispute, shortages of labour, or materials or breakdown of equipment or any other matter (whether or not similar to the forgoing) outside the control of the Company.
26. Any waiver by the Company over breach of any of the terms of these conditions or of any default under these conditions shall not be deemed to be a waiver by the Company of any subsequent breach or default, it shall not affect the other terms of these conditions or the Contract.