General Terms & Conditions

1st September 2025

These terms and conditions are in relation to business and work carried out by The Wandering Silversmith and The Pop Up Silversmith.

1) Introduction

These terms and conditions cover the sale of goods and services by The Wandering Silversmith and The Pop Up Silversmith.(referred to as the “Business”) and The customer (referred to as the “Customer”) when purchasing goods or services. An Order may be in written, verbal or electronic form. The Product or Service shall mean any product or service that is provided by the business to the Customer. These conditions do not affect your statutory rights.

2) Supply

The business agrees to supply the product(s) or service(s) to the Customer as detailed in the Order and according to the terms and conditions of this contract.

3) Rights Reserved

Should the business choose not to enforce any or all of these conditions it should not be interpreted as a waiver of any of the business’s rights. By providing the business with an Order, the Customer accepts these terms and conditions.

4) Payment

The business shall issue a payment request verbally at point of sale, or by written notice in the form of order acceptance in respect of products or services supplied, or to be supplied. Payment terms will be stipulated on any invoice issued by the business. These may include non-standard or special clauses which the business may reasonably request of the Customer. Title in the goods or services shall remain with the business until full payment has been received, unless otherwise stipulated in the Order.

5) Health & Safety

The business and Customer will act in accordance with all relevant health and safety requirements in order to provide the product(s) or service(s).

6) Work Description

Unless otherwise agreed, the Customer accepts the business’s decision on any changes within the product(s) or service(s).

7) Booking Fee/Cancellation

If requested by the business, monies paid by the Customer to reserve the product(s) or service(s) of the business will be accepted as a Booking Fee. If the Customer cancels the order less than 1-week prior to the business supplying the product(s) or service(s), the Customer will be liable for the whole invoice value less any Booking Fee already paid. If the Customer cancels their Order more than 1-weeks prior to the business supplying the product(s) or service(s), they shall forfeit the Booking Fee.

8) Liability

The business accepts no liability for any loss or damage that may arise from the supply of the product(s) or service(s). In the unlikely event of the business being unable to supply the product(s) or service(s) as specified in the Order, liability shall be limited to the total invoice value – or monies already paid by the Customer.

9) Copyright

Unless otherwise stated in the Order, the business retains copyright in all their Original Material. Original Material includes products or creative productions of their design or artwork commissioned by the Customer in relation to the Order. The Customer must ensure that permission is sought for the inclusion of any copyright material they supply to the business to enable them to deliver the product(s) or service(s). The Customer must also ensure that permission is sought for the inclusion of any performers or performances, trademarks and locations. The business retains the right to use this material in its original and edited form as they see fit, unless otherwise agreed in the Order. The Customer agrees to indemnify the business in the event of any breach of copyright claims being brought against the business in respect of material supplied by the Customer.

10) Data Protection

The Customer must ensure that all necessary arrangements have been made with, and permissions obtained from, people and places that may be recorded on video or photo as a result of the business supplying the product(s) or service(s) – and that such recordings are compliant with Data Protection. The business has the right to record, store and distribute any video, photo and audio data on its premises and on the premises or private property of any customer they are currently providing a service to for security and marketing purposes, unless agreed otherwise.

11) Complaints Procedure

In the unlikely event of a dispute over the supply of product(s) or service(s), the business agrees to refund monies paid and the customer shall return any materials provided. Any disputes must be notified within 28-days of the Customer receiving the product(s) or service(s).

12) Care and Damage to client property

Whilst every care is taken in the handling of the Customer’s property, the business accepts no responsibility whatsoever for any loss or damage, howsoever caused, or any other loss by unforeseen circumstances whilst services are being carried out at a Customer’s property. Liability for such loss or damage will be limited to the replacement or repair cost of the damaged property.

13) Right of Assignment

The business retains the right to assign the supply of the product(s) or service(s) to the Customer to another suitable business should they be unable to complete these terms and conditions. This will only occur with agreement of the customer.

14) Expenses

The business retains the right to charge out-of-pocket expenses incurred in providing the product(s) or service(s) – subject to being able to provide the Customer with proof of expenditure. All out-of-pocket expenses will be charged at cost.

15) Confidentiality

Unless otherwise agreed the business will treat any information gained during the supply of the product(s) or service(s) as being private and confidential. Likewise, the Customer shall keep confidential any methodologies and technology used by the business to supply of the product(s) or service(s).

16) Basis of law

These Terms and Conditions and any letter, invoice and/or contract are governed by the laws of the United Kingdom.

ENDS

For further information about these terms and conditions, please contact:

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