

# Whale & Sons. Limited, trading as Stacey Whale

## Terms and Conditions

### 1. Introduction

These Terms and Conditions ("Terms") govern the sale of goods and services by Whale & Sons. Limited ("the Company") to you, the customer ("the Customer"). By placing an order with the Company, you agree to be bound by these Terms, which set out the key policies and procedures related to the sale, purchase, payment, and delivery of our products and services. These Terms also cover matters such as pricing, deposits, cancellations, returns, and other conditions relevant to your transaction.

### 2. Change of Mind Policy

Our Change of Mind Policy does not apply to:

- Earrings
- Resized rings (whether resized as part of the purchase or after purchase)
- Engraved items
- Bespoke, custom, special or made-to-order items

If you change your mind about any eligible purchase, we will gladly refund the purchase price, provided that:

- You return the goods within 14 days of purchase (or delivery in the case of online orders)
- The goods are in "As New Condition" and accompanied by:
  - Proof of purchase
  - Original packaging
  - All relevant paperwork (such as diamond certificates etc)

**As New Condition:** means that the item must not have been worn and must be in pristine condition, with no damage, scratches, or signs of wear. Determination of an item's condition is at the sole discretion of Whale & Sons. Limited.

The customer is responsible for the shipping costs (including customs and duties, if applicable) to return the items to Whale & Sons. Limited.

This Change of Mind Policy is in addition to, and in no way limits, your legal entitlements and existing rights under New Zealand consumer law.

Should you wish to contact us with any queries regarding our Change of Mind Policy or to arrange a return of an eligible item, you can reach us at:

Whale & Sons. Ltd  
 1381 Moutere Highway, Upper Moutere, Tasman 7173, New Zealand  
 Telephone: 027 975 9204  
 Email: [stacey@staceywhale.com](mailto:stacey@staceywhale.com)

### **3. Bespoke, Custom, Special and Made-to-Order, Purchases, Orders and Services (In-Store, Online, and Email)**

The Change of Mind Policy does not apply to earrings, resized rings (whether resized as part of the purchase or after purchase), engraved products, bespoke, custom, special or made-to-order items.

For all bespoke, custom, special and made-to-order purchases, where components are specifically ordered and a design is produced for the Customer (including a specific size, metal type, design modification, new design or other custom features), the following conditions apply:

**Quoted Price and Deposit:** The quoted price provided is valid for 7 days from the date indicated. The Customer must remit the deposit within this timeframe, as the quotation is only applicable for this period. A 100% non-refundable deposit, or a lesser amount agreed upon in writing, is required before any work commences. No components will be ordered, and no design work or production will begin until the deposit is received.

**Estimated Price and Deposit:** The estimated price provided is valid for 7 days from the date indicated. The Customer must remit a 50% non-refundable deposit, or a lesser amount agreed upon in writing, within this period. No work, including ordering of components, design work, or production, will commence until the deposit is received. Once the design is finalised, gemstones are selected, metal weight is determined, and all costs are confirmed, the remaining balance will be calculated.

**Bank Details:** Whale & Sons Ltd.  
 Account number: 03-0751-0049382-000

**Cancellation:** In the event of cancellation, Whale & Sons. limited reserves the right to retain the non-refundable deposit and dispose of the product as it sees fit, with no claim by the Customer.

**Final Payment:** The remaining balance is due within 14 days of order completion. Failure to pay within this timeframe will result in the cancellation of the order, and Whale & Sons. Limited will retain the deposit. Ownership of the item remains with Whale & Sons. Limited until full payment is received.

**Sizing Information:** Accurate sizing information is essential for jewellery orders. Resizing may not be possible for certain designs, especially those with set gemstones. A fee of NZD\$120.00 plus GST per hour, or as agreed in writing, will apply for resizing services.

**Customers' Gemstones:** Whale & Sons. Limited exercises utmost care and professionalism during stone removal and stone setting procedures. However, we accept no liability for damage (including chipping, scratching, breaking, or cracking) to client-provided stones during the removal and setting process.

**Completion Time:** Completion of bespoke, custom, special or made-to-order items typically takes 6 to 12 weeks, but may vary depending on the complexity of the design and other factors. While we will make every effort to adhere to this timeframe or any established deadline, unforeseen circumstances may arise. In case of delays, the Customer will be notified.

**Bespoke and Custom Orders:** One or more prototypes may be produced before final production to ensure a full understanding of the design. Any modifications to the initial prototype, subsequent prototypes, or the final design will incur additional charges, billed at an hourly rate of NZD \$120.00 plus GST, along with any additional costs.

**Returns and Refunds:** Bespoke, custom, special and made-to-order purchases are non-refundable, non-exchangeable and non-returnable.

#### 4. Warranty and Repair Warranty

Whale & Sons. Limited offers a 12-month limited jewellery warranty from the date of purchase, covering manufacturing defects only. This warranty does not extend to fair wear and tear, accidental damage, or mistreatment. Improper handling - such as wearing pieces in conditions that could cause damage or stress - will also void the warranty.

**Warranty Conditions:** The warranty becomes void if jewellery care instructions are not adhered to or if the item is tampered with by anyone other than Whale & Sons. Limited. Damage resulting from improper handling, fair wear and tear, or accidental damage is not covered under this warranty.

**Repair and Assessment:** Should your jewellery exhibit a manufacturing defect within the 12-month warranty period, we will repair it at no cost. However, damages resulting from fair wear and tear, accidental damage, or tampering are excluded from free repairs.

**Limitations on Repairs:** Please note that the number of free repairs covered under this warranty is limited to one repair within the 12-month warranty period. After reaching this limit, any further repairs will incur charges based on the extent of the work required.

**Repairs Beyond Warranty Period:** For repairs needed beyond the 12-month warranty period, or if the damage is not covered, we offer repair services at a fee determined by the extent of work required. All repairs come with a 12-month warranty on workmanship, effective from the date the goods are returned. If the workmanship is deemed unacceptable by our team, we will re-perform the repair at no additional cost.

**Exclusions:** This warranty does not cover damage caused by fair wear and tear, mistreatment, or tampering. Additionally, our Change of Mind policy does not apply to repair services.

## 5. Care Instructions

To ensure the longevity of your jewellery and to avoid voiding your warranty, it is essential to follow these care guidelines.

Remove jewellery before engaging in any activity that may expose it to moisture, chemicals, or physical stress. This includes, but is not limited to:

- Showering or bathing
- Washing hands or dishes
- Cleaning (especially with household chemicals)
- Gardening
- Engaging in heavy lifting or manual labour
- Swimming (in chlorinated or salt water)
- Exercising or playing sports
- Sleeping
- Applying cosmetics, lotions, perfumes, or hairsprays

Exposure to chemicals, moisture, and physical impact can weaken metal, damage finishes, and stress joins or settings.

Follow the principle of “Last on – First off” to avoid discoloration caused by makeup, perfume, hairspray, moisturisers, and other cosmetics.

We strongly advise against submerging or cleaning your jewellery with any form of commercial jewellery cleaner. Instead, follow this recommended cleaning regimen:

1. Place your jewellery in hot water with a small amount of mild dishwashing liquid, gently agitate the water, and allow it to soak — excluding pieces from the Illusion Collection and any jewellery containing pearls.

- For pearls: Soak only in clean, warm water for no longer than one minute. Do not use any detergents, soaps, or cleaning agents, as these can damage the surface of the pearls.

2. Use a small, soft artist's paintbrush to gently clean the surface, paying attention to any crevices, holes, and gemstones. Repeat as necessary.

3. Rinse thoroughly in hot water (warm water for pearls) and pat dry with a new, clean, soft cloth.

4. Gently polish with an appropriate jewellery polishing cloth to restore shine. We offer a range of Hagerty polishing cloths which can be purchased online or instore:

- Gold Cloth – for gold jewellery
- Silver Cloth – for silver pieces
- Fine Jewel Cloth – for gold, platinum, diamonds, sapphires, and rubies
- Fine Stones Cloth – for delicate and organic stones such as pearls, emeralds, opals and turquoise

**Maintenance:** Jewellery should be worn with care and checked regularly for signs of wear or damage. Before wearing, inspect for things like loose gemstones, worn prongs, damaged clasps, stretched chains, weakened links, open jump rings, misaligned hinges, or loose screws and fittings. Strung pieces such as bead necklaces, pearl strands and bracelets may weaken over time and should be restrung periodically, even if rarely worn. Store items separately to prevent tangling or scratching, and avoid exposure to chemicals, moisture, or extreme temperatures.

## 6. Delivery Service

All jewellery shipments within New Zealand are conducted through NZ Post Couriers, requiring a signature upon delivery. A flat-rate postage and handling fee of NZD\$15.00 is separate from the jewellery quote or estimate. For jewellery of substantial value, alternative freight or postage services may be necessary. In such cases, a customised quotation will be provided.

## 7. Copyright and Intellectual Property

All designs, processes, finished jewellery, and prototypes, whether bespoke, custom-made, special, made-to-order, or existing, are the exclusive intellectual property of Whale and Sons. Limited trading as Stacey Whale. Reproduction, copying, or distribution of these works, in whole or in part, is strictly prohibited without written permission from Whale and Sons. Limited. All intellectual property and copyright rights are retained by Whale and Sons. Limited trading as Stacey Whale.

## 8. Design Reproduction Rights

By purchasing or commissioning a piece, the customer acknowledges that Whale and Sons. Limited trading as Stacey Whale, retains the right to reproduce any design, in full or in part, at its sole discretion. This applies to all original works unless a written exclusivity agreement is made and full payment for this exclusivity is received in advance. Without such an agreement, no design shall be considered exclusive to the client.

## 9. Dispute Resolution

Should a dispute arise, the parties agree to attempt informal resolution within 14 days. If unresolved, mediation will be sought in Nelson, New Zealand, with costs shared equally. If necessary, the matter will be submitted to the Disputes Tribunal in accordance with the Disputes Tribunal Act 1988.

1. Notification of Dispute: Should a dispute arise or any other aspect of the process, including but not limited to jewellery production, designing, design processes, or the finished piece, the parties shall first attempt to resolve it amicably through informal discussions within fourteen (14) days. The party raising the dispute must provide written notice to the other party, outlining the nature of the dispute and the desired resolution.

2. Mediation: If the dispute remains unresolved, both parties agree to attempt mediation through a mutually agreed-upon mediator. Mediation shall take place in Nelson, New Zealand, and the costs of mediation shall be shared equally between the parties.

3. Disputes Tribunal: If informal discussions and mediation fail, the parties agree to submit the matter to the Disputes Tribunal in accordance with the Disputes Tribunal Act 1988. Both parties agree to comply with the Tribunal's procedures and rulings.

4. Costs Incurred: If Whale & Sons. Limited prevails, whether resolved through the Disputes Tribunal or another legal body, the other party shall be responsible for all costs incurred by Whale & Sons. Limited in the dispute resolution process. This includes, but is not limited to, mediation fees (if mediation is attempted), legal fees (where applicable), administrative expenses (such as paperwork or filing fees), and any other related costs. All such costs shall be payable upon demand.

## 10. Jurisdiction

These Terms and any disputes arising out of or in connection with them shall be governed by the laws of New Zealand.

## 11. Amendments

Whale & Sons. Limited reserves the right to amend these Terms and Conditions at any time, including in response to company changes such as restructuring, changes in ownership, or policy updates. The most up-to-date Terms and Conditions are available at: [www.staceywhale.com](http://www.staceywhale.com).

## 12. Acceptance

By placing an order with Whale & Sons Limited, trading as Stacey Whale, whether in-store, online, or via email, the Customer expressly acknowledges and agrees to be bound by these Terms and Conditions. This agreement applies to all purchases, sales, and service requests, and constitutes a legally binding contract enforceable under the laws of New Zealand and, where applicable, under relevant principles of international contract law.

Unless otherwise agreed in writing, acceptance of these Terms and Conditions is deemed to occur upon the Customer's payment of any amount, including deposits or full purchase amounts. The Customer is responsible for reviewing these Terms prior to making any payment. Any queries, objections, or requests for clarification must be submitted in writing prior to payment.

## 13. Contact Information

For any questions or concerns regarding these Terms and Conditions, please contact us at:

Whale & Sons. Ltd  
Stacey Whale  
1381 Moutere Highway, Upper Moutere, Tasman 7173, New Zealand  
Ph: 027 975 9204 (+64 27 9759204)  
Email: [stacey@staceywhale.com](mailto:stacey@staceywhale.com)