



## **The Society of British Jewellers Code of Conduct**

**Official Members of the Society of British Jewellers (SBJ) are committed to the highest codes of ethics and social responsibility, and therefore agree to:**

### **I. Purpose of the Code**

1. The purpose of this Code of Conduct:
  - a) establishing the standards and principles of conduct expected of all Official Members
  - b) setting the rules of conduct which underpin these standards and principles and to which all Official Members must adhere; and in so doing
  - c) ensuring public confidence in the standards expected of all Official Members.

### **II. The Code of Conduct of Official Members of the SBJ**

2. Official Members have a duty to uphold the law.
3. Should always behave with integrity, respect, honesty and professionalism.
4. Must always endeavour to produce the best work they can.
5. Must treat their customers, staff or Official Members with dignity, courtesy and respect.
6. Must abide by UK Hallmarking Act 1973 -  
<https://www.legislation.gov.uk/ukpga/1973/43/contents>
7. Comply with all laws and government regulations as they apply to the British jewellery and watch industry.
8. Provide quality products and services.
9. Follow business practices that do not mislead or deceive clients.
10. Provide knowledgeable and competent expertise, and undertake to maintain current professional education and training.
11. Accurately describe the true quality, nature and authenticity of products offered for sale.
12. Care for the property of consumers with prudence and respect.
13. Refrain from all forms of copyright and trademark infringement.
14. Support international best business practices with respect to the environment.
15. Support the fair treatment, well-being and dignity of individuals at all levels of the jewellery industry, both domestically and internationally.



## **THE SOCIETY OF BRITISH JEWELLERS**

### **TERMS & CONDITIONS**

#### **1. Terms & Conditions**

1.1 These terms and conditions shall govern the sale and purchase of memberships via our website.

1.2 You will be asked to give your express agreement to these terms and conditions before you place an order for membership on our website.

1.3 This document does not affect any statutory rights you may have as a consumer (such as rights under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 or the Consumer Rights Act 2015).

#### **2. Interpretation**

In these terms and conditions:

- (a) “we” means 'The Society of British Jewellers' and
  - (b) “you” means our customer or prospective customer,
- and “us”, “our” and “your” should be construed accordingly.

#### **3. Order Process**

3.1 The advertising of membership on our website constitutes an “invitation to treat” rather than a contractual offer.

3.2 No contract will come into force between you and us unless and until we accept your application in accordance with the procedure set out in this Section 3.

3.3 To enter into a contract through our website to purchase membership from us, you must complete and submit the information requested on the 'Membership Application' form. Once you are a member, your membership will be renewed automatically

Once we have checked that the information you have submitted is complete, we may send you an email to confirm that your membership application has been successful.

3.4 You will have the opportunity to identify and correct any errors by contacting us by email or by phone.

#### **4. Products**

4.1 We may periodically change the memberships available on our website, and we do not undertake to continue to supply any particular type of membership.

#### **5. Prices**

5.1 Our prices are quoted on our website.

5.2 We will from time to time change the prices quoted on our website, but this will not affect your current annual membership that had previously come into force.

5.3 All amounts stated in these terms and conditions or on our website are not subject to VAT.

## **6. Payments**

6.1 You must, during the checkout process, pay the prices of the membership you order.

6.2 Payments may be made by any of the permitted methods specified on our website from time to time.

6.3 If you fail to pay to us any amount due under these terms and conditions in accordance with the provisions of these terms and conditions, then we may withhold the membership ordered.

6.4 If you make an unjustified credit card, debit card or other charge-back then you will be liable to pay us, within 7 days following the date of our written request:

- (a) an amount equal to the amount of the charge-back;
  - (b) all third party expenses incurred by us in relation to the charge-back (including charges made by our or your bank or payment processor or card issuer);
  - (c) an administration fee of GBP 25.00 (not subject to VAT); and
  - (d) all our reasonable costs, losses and expenses incurred in recovering the amounts referred to in this Section 6.4 (including without limitation legal fees and debt collection fees),
- and for the avoidance of doubt, if you fail to recognise or fail to remember the source of an entry on your card statement or other financial statement, and make a charge-back as a result, this will constitute an unjustified charge-back for the purposes of this Section 6.4.

## **7. Deliveries**

7.1 Our policies and procedures relating to the delivery of products are set out in this Section 7.

7.2 We will arrange for the membership certificate, as part of your purchase to be delivered to the address you specify during the application process.

7.3 We will use reasonable endeavours to deliver this within 30 days following the date of the order confirmation email. However, we do not guarantee delivery by this date.

7.4 We do guarantee that unless there are exceptional circumstances all deliveries of membership certificates will be dispatched within 30 days following the later of receipt of payment and the date of the order confirmation.

7.5 We reserve the right to charge for the delivery of products to addresses outside the UK.

## **8. Cancellation Rights**

8.1 You may withdraw an offer to enter into a contract with us through our website or cancel a contract entered into with us through our website (without giving any reason for your withdrawal or cancellation) at any time within the period by emailing us through the contact page on the website.

- (a) beginning upon the submission of your Membership Application; and
- (b) ending at the end of 30 days after the day on which the membership comes into force.

8.2 In order to withdraw an offer to contract or cancel a contract on the basis described in this Section 8, you must inform us of your decision to withdraw or cancel (as the case may be). You may inform us by means of any clear statement setting out the decision. In the case of cancellation, you may inform us by sending an email to [tsobj@outlook.com](mailto:tsobj@outlook.com). To meet the

cancellation deadline, it is sufficient for you to send your communication concerning the exercise of the right to cancel before the cancellation period has expired.

8.4 If you cancel a contract on the basis described in this Section 8, you maybe required to send any information you have received, including Membership Certificate and Card, back to us. The address will be given to you via an email. Alternatively, you may hand them over to us or a person authorised by us to receive them. You must comply with your obligations referred to in this Section 8 without undue delay and in any event not later than 30 days after the day on which you inform us of your decision to cancel the contract.

You must pay the direct cost of returning the products and, if posting, send them as a recorded delivery via Royal Mail.

8.5 If you cancel an order in accordance with this Section 8, you will receive a full refund of the amount you paid to us in respect of the membership.

8.6 We will refund money using the same method used to make the payment, unless you have expressly agreed otherwise. In any case, you will not incur any fees as a result of the refund.

8.7 We will process a refund due to you as a result of a cancellation on the basis described in this Section 8 within the period of 30 days after the day on which we receive the returned membership products or (if earlier) after the day on which you supply to us evidence of having sent the membership products back. If we have not sent the membership products to you at the time of withdrawal or cancellation or have offered to collect the membership products, we will process a refund due to you without undue delay and, in any case, within the period of 30 days after the day on which we are informed of the withdrawal or cancellation.

8.8 If you cancel your membership, as detailed above, you may be liable to repay to any supplier, any discounts you have received as a direct result of using the membership benefits. We hold the right to contact all Suppliers offering discounts to our members to notify them of all cancelled membership during this period, or whenever a membership is not annually renewed.

8.9 If you cancel your membership as detailed above, you must remove your digital badge from wherever it is used, unless by direct agreement, in writing from Ben Poulsom.

## **9. Warranties and Representations**

9.1 You warrant and represent to us that:

- (a) you are legally capable of entering into binding contracts;
- (b) you have full authority, power and capacity to agree to these terms and conditions;
- (c) all the information that you provide to us in connection with your membership application is true, accurate, complete and non-misleading; and
- (d) you are over the age of 18 years old

9.2 We warrant to you that:

- (a) we have the right to sell the Membership that you buy;
- (b) you shall enjoy possession of the membership you buy, except as specified in these terms and conditions;



(c) the products you buy will correspond to any description published on our website.

9.3 All of our warranties and representations relating to the supply of products are set out in these terms and conditions. To the maximum extent permitted by applicable law and subject to Section 10.1, all other warranties and representations are expressly excluded.

## **10. Limitations and exclusions of liability**

10.1 Nothing in these terms and conditions will:

- (a) limit or exclude any liability for death or personal injury resulting from negligence;
- (b) limit or exclude any liability for fraud or fraudulent misrepresentation;
- (c) limit any liabilities in any way that is not permitted under applicable law; or
- (d) exclude any liabilities that may not be excluded under applicable law,

and, if you are a consumer, your statutory rights will not be excluded or limited by these terms and conditions, except to the extent permitted by law.

10.2 The limitations and exclusions of liability set out in this Section 10 and elsewhere in these terms and conditions:

- (a) are subject to Section 10.1; and
- (b) govern all liabilities arising under these terms and conditions or relating to the subject matter of these terms and conditions, including liabilities arising in contract, in tort (including negligence) and for breach of statutory duty, except to the extent expressly provided otherwise in these terms and conditions.

10.3 We will not be liable to you in respect of any losses arising out of any event or events beyond our reasonable control.

10.4 We will not be liable to you in respect of any business losses, including (without limitation) loss of or damage to profits, income, revenue, use, production, anticipated savings, business, contracts, commercial opportunities or goodwill.

10.5 You accept that we have an interest in limiting the personal liability of our officers and employees and, having regard to that interest, you acknowledge that you agree that you will not bring any claim personally against our officers or employees in respect of any losses you suffer in connection with the website or these terms and conditions.

## **11. Variation**

11.1 We may revise these terms and conditions from time to time by publishing a new version on our website.

11.2 A revision of these terms and conditions will apply to contracts entered into at any time following the time of the revision, but will not affect contracts made before the time of the revision.

## **12. Assignment**

12.1 You hereby agree that we may assign, transfer, sub-contract or otherwise deal with our rights or obligations under these terms and condition – providing, if you are a consumer, that such action does not serve to reduce the guarantees benefiting you under these terms and conditions.

12.2 You may not without our prior written consent assign, transfer, sub-contract or otherwise deal with any of your rights or obligations under these terms and conditions.

### **13. No waivers**

13.1 No breach of any provision of a contract under these terms and conditions will be waived except with the express written consent of the party not in breach.

13.2 No waiver of any breach of any provision of a contract under these terms and conditions shall be construed as a further or continuing waiver of any breach of that provision or any other provision of that contract.

### **14. Severability**

14.1 If a provision of these terms and conditions is determined by any court or other competent authority to be unlawful or unenforceable, the other provisions will continue in effect.

14.2 If any unlawful or unenforceable provision of these terms and conditions would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect.

### **15. Third Party Rights**

15.1 A contract under these terms and conditions is for our benefit and your benefit, and is not intended to benefit or be enforceable by any third party.

15.2 The exercise of the parties' rights under a contract under these terms and conditions is not subject to the consent of any third party.

### **16. Entire Agreement**

16.1 Subject to Section 10.1, these terms and conditions, shall constitute the entire agreement between you and us in relation to the sale and purchase of our Memberships and shall supersede all previous agreements between you and us in relation to the sale and purchase of our Memberships.

### **17. Law and Jurisdiction**

17.1 These terms and conditions shall be governed by and construed in accordance with English law.

17.2 Any disputes relating to these terms and conditions shall be subject to the exclusive jurisdiction of the courts of England.

### **18. Statutory and Regulatory Disclosures**

18.1 We will not file a copy of these terms and conditions specifically in relation to each user or customer and, if we update these terms and conditions, the version to which you originally agreed will no longer be available on our website. We recommend that you consider saving a copy of these terms and conditions for future reference.

18.2 These terms and conditions are available in the English language only.

### **19. Our details**

19.1 This website is owned and operated by Ben Poulson t/a The Society of British Jewellers.

19.2 Our principal place of business is at Glenroona, Batts Corner, Dockenfield, Farnham, Surrey, GU10 4EX

19.3 You can contact us by writing to the address given above, by using our website contact form, by telephone on the number given on our website contact form or by email to the email address given on our website contact form.



## **THE SOCIETY OF BRITISH JEWELLERS**

### **Privacy Policy**

The privacy and security of your personal information is extremely important to us. This privacy policy explains how and why we use your personal data, to make sure you stay informed and can be confident about giving us your information.

**We do:** use your personal data to help us provide our service to you.

**We do:** respect your privacy and work hard to ensure we meet strict regulatory requirements.

**We don't:** sell your personal data to third parties.

We'll always protect your personal data and, as part of this, we regularly review our privacy policy so that you can see how we use your data and what your options are. If there are any further changes to the 'General Data Protection Regulation' (or GDPR) or related laws, we may need to amend this policy in the future.

A few quick notes:

- This privacy policy explains what data we collect as well as how and why we use your personal data
- The policy applies to you if you're a member of The Society of British Jewellers, customer, volunteer, sub-contractor or employee, or use any of our services, visit our website, use our mobile app, email, call or write to us.
- We'll never sell your personal data. We will only share it with organisations we work with who meet our high privacy standards.

Index:

1. Who are 'we'?
2. What Personal Data do we Collect?
3. Young Persons Personal Data
4. How we use your Personal Data
5. How we Secure your Data
6. Disclosing and Sharing Information
7. Keeping your Information
8. Your Data Protection Rights
9. What to do if you're not Happy
10. About this Privacy Policy

### **1. Who are 'we'?**

In this policy, whenever you see the words 'we', 'us', 'our' or 'SBJ', it refers to The Society of British Jewellers.

If you have any questions relating to this privacy policy or how we use your personal data, please send them to [TSOBJ@outlook.com](mailto:TSOBJ@outlook.com)

## **2. What Personal Data do we Collect?**

We will collect and use your personal data (this means any information which identifies you, or which can be identified as relating to you personally, such as, but not limited to, your name, address, phone number, email address or membership number). We'll only collect the personal data we need and we'll make it clear at the point of collection why we are collecting it.

This personal data you give us may include your name, title, address, date of birth, age, gender, employment status, demographic information, email address, telephone numbers, personal description, photographs, videos, attitudes, opinions, usernames and passwords, plus any other relevant information to enable us to carry out our services.

We may automatically collect information as you use our digital services such as the app and website. This may include the pages you have visited, information about the device or browser you are using, any errors you encountered and data relating to any transactions such as the order number for memberships.

We may also collect data on your activity when you create or log in to your 'Members' account. In whatever way you interact with us, such interaction may create other items of personal data.

### **2.1 Information from Third Parties**

We do not buy or use anonymous external data from third parties.

### **2.2 Sensitive Personal Data**

We do not collect 'sensitive personal data' except for Recruitment or Employment purposes (see 4.10). This is defined as information about racial or ethnic origin, religious or other similar beliefs, trade union membership, physical or mental health, sexual life, and criminal allegations, proceedings or convictions.

### **2.3 CCTV**

Some of our locations and properties may have Closed Circuit Television (CCTV) and you may be recorded when you visit them.

CCTV is used to provide security and protect both our members and employees and the SBJ. CCTV will only be viewed when necessary (for example, to detect or prevent crime) and footage is stored for a set period of time, after which it is recorded over. SBJ complies with the Information Commissioner's Office CCTV Code of Practice and we put up notices so you know when CCTV is used.

## **3. Young Persons Personal Data**

Employment and volunteering opportunities

We don't want to exclude under-18s from exciting opportunities to support our work through employment opportunities such as work experience or apprenticeships. We may therefore need to collect and store their personal information as set out in the employment sections of this document. Children should always ask a parent or guardian for permission before sending personal information to anyone online.

## **4. How we use your Personal Data**

We'll only use your personal data on relevant lawful grounds as permitted by the EU General Data Protection Regulation and Privacy of Electronic Communication Regulation.

We will use your personal data for the purpose or purposes outlined at the time you gave it to us. This may have been during the course of a sale, when signing up for membership or when simply visiting our website.

We use this information:

- to provide the service, product or essential information you expect from us
- to enable trusted partner organisations to perform services on our behalf
- to better understand how we can improve our services for you

We may also need to provide your personal data if we're asked by the police, or any other regulatory or government authority investigating suspected illegal activities.

Below are the main ways we will use your data. These all depend on the nature of our relationship with you and how you interact with and use our various services, websites and activities.

### **4.1 Providing our Services to You**

#### **Membership**

We use the personal data you provide as a member to fulfil your membership. This includes posting membership certificates/cards and associated paperwork to members, contacting you with news and updates and any other membership related matter, by mail and/or email. It's also used to check who you are when you sign up/login to the SBJ website.

#### **Events management**

We process members data in order to fulfil event activities. Your data will be used to communicate with you throughout the process, including confirming we've received your booking and payment, to clarify where we might need more detail to fulfil a booking, or to resolve issues that might arise with your booking. Properties may also hold dietary requirements for events

### **4.2 Our Digital Services**

#### **Location data**

We do not collect location data.

### **4.3 How we Share your Data**

We will not sell your personal information to a third party.

We may share your information with partners to allow them to perform services on our behalf. Where applicable we may share you name, business name, telephone numbers and email address with trade suppliers who have arranged discounts for our members. General Data Protection Regulations require them to comply with data privacy and to have systems and processes in place to protect the security of your information.

As part of your membership, we may share any of your social media posts to our own social media pages to help with the marketing and promotion of your work and the work of The

Society of British Jewellers. Additional personal information will not be added to any post that we share without your express permission.

We may also share the information that you give online when you sign up for membership, with our website partner, in order for your details to be included on our website. This information is entered onto a spreadsheet and photo files and shared via email or verbally in order for them to carry out their services.

#### **4.4 Cookies and Links to Third Party Websites**

##### **Cookies**

We do not use Cookies

##### **Links to other websites**

Our website may, from time to time, contain links to and from the websites of our members, trade suppliers and affiliates. If you follow a link to any of these websites, they will have their own privacy policies for which we do not accept any responsibility or liability.

#### **4.5 Fundraising**

Through social media, we may invite our members to support charities by getting involved in fundraising activities and donate any monies raised onto a 'Just Giving' page, direct to the charity concerned.

If you tell us you want to fundraise to support a charity, we'll use the personal information you give us to record your plans and contact you to support your fundraising efforts.

#### **4.6 Managing Volunteers**

We need to use your personal data to manage your volunteering, from the moment you enquire to the time you decide to stop volunteering with us.

This could include:

- contacting you about a role you've applied for or which we think you might be interested in.
- processing expense claims you've made
- recording shifts you've booked
- recognising your contribution
- asking for your opinions on your volunteering experience
- next of kin detail

#### **4.7 Research**

We may contact you by telephone, email, post or social media to carry out research with our members and volunteers to get feedback on their experience with us. We use this feedback to improve the experiences we offer and ensure we know what you find relevant and interesting.

If you choose to take part in research, we'll tell you when you start what data we will collect, why and how we'll use it. All the research we conduct is optional and you can choose not to take part. We will not share your personal data to a third party.

## 4.8 Profiling

We do not carry out profiling

## 4.9 Recruitment and Employment

If you work for us, or apply for a job with us, we will process your personal data, including sensitive personal data, to comply with our contractual, statutory and management obligations and responsibilities.

This data can include, but isn't limited to, information relating to your health, racial or ethnic origin, and criminal convictions. In certain circumstances, we may process personal data or sensitive personal data without explicit consent. You can find further information on the data we collect and why below.

Our **contractual responsibilities** include those arising from a contract of employment. This includes, but is not limited to, data relating to: payroll, bank account, postal address, sick pay, leave, maternity pay, pension and emergency contacts.

Our **statutory responsibilities** are those imposed by law on us as an employer. This includes, but is not limited to, data relating to: tax, national insurance, statutory sick pay, statutory maternity pay, family leave, work permits and equal opportunities monitoring.

Our **management responsibilities** are those necessary for the way the organisation functions. This includes, but is not limited to, data relating to: recruitment and employment, training and development, absence, disciplinary matters and contact details.

## 4.10 Use of sensitive personal data

As explained in Section 2, in certain limited circumstances, we may legally collect and process sensitive personal data without requiring the explicit consent of an employee or volunteer.

(a) We will process data about an employee's health where it is necessary, for example, to record absence from work due to sickness, to pay statutory sick pay, to make appropriate referrals to the Occupational Health Service, and to make any necessary arrangements or adjustments to the workplace in the case of disability. This processing will not normally happen without the employee's knowledge and, where necessary, consents.

(b) We will process data about, but not limited to, an employee's or volunteers racial and ethnic origin, their sexual orientation and their religious beliefs, but only where they have volunteered such data and only for the purpose of monitoring and upholding our equal opportunities policies.

(c) We will hold data about an employee's or volunteer's DBS Check as necessary.

## 5. How we Secure your Data

We want to keep our customers, members, volunteers, employees and sub-contractors safe, so the security of your data and of our information systems is incredibly important to us.

Our employees are obliged to complete mandatory information security and data protection training when they start with us and every year afterwards, to reinforce their responsibilities and requirements.

When you trust us with your data we will keep your information secure to maintain your confidentiality. Whenever your information is stored or transferred, we use encryption to



minimise the risk of unauthorised access or disclosure. You can check this when you enter information on our website by right clicking on the padlock icon in the address bar.

### **5.1 Storing information**

We operate in the UK and store all of your data here.

### **5.2 Payment card security**

We do not accept payment of any kind by the use of a payment card. All payments are collected via PAYPAL where there is also an option to pay by debit/credit card.

## **6. Disclosing and sharing information**

We do not sell or share your personal information for other organisations to use, except as previously stated.

We may also disclose your personal information to third parties in order to comply with a legal obligation. It may also be used to protect the rights, property or safety of SBJ and our members, volunteers and employees. This includes exchanging information with other companies and organisations to protect against fraud.

### **6.1 Sharing Employee Personal Data**

In order to carry out our contractual and management responsibilities, we may, from time to time, need to share an employee's personal data with one or more third party supplier. To meet an employment contract, we are required to transfer an employee's personal data to third parties, for example, to pension providers and HM Revenue & Customs.

In order to fulfil our statutory responsibilities, we're required to provide certain aspects of an employee's personal data to government departments or agencies; for example, to provide salary and tax data to HM Revenue & Customs.

## **7. Keeping your Information**

We will only use and store your information for as long as it is required for the purposes it was collected for. How long it will be stored for depends on the information in question, what it is being used for and, sometimes, statutory legal requirements.

## **8. Your Data Protection Rights**

Individuals have certain rights over their personal data and data controllers are responsible for fulfilling these rights. Where we decide how and why personal data is processed, we are a data controller and have provided further information about the rights that individuals have and how to exercise them below.

### **8.1 Access to Personal Data**

You have a right of access to personal data held by us as a data controller. This right may be exercised by emailing us at [TSOBJ@outlook.com](mailto:TSOBJ@outlook.com)

You may be asked to provide the following details:

- The personal information you want to access
- Where it is likely to be held
- The date range of the information you wish to access.

We will need you to confirm your identity. If we hold personal information about you, we will give you a copy of the information in an understandable format together with an explanation of why we hold and use it.

We will aim to respond to any requests for information promptly, and in any event within the legally required time limits (30 days). This timeframe may be extended by up to two months if your request is particularly complex.

## **8.2 Withdrawal of Consent**

Where you have given consent for SBJ to use your personal data, you have the right to withdraw that consent at any time.

## **8.3 Amendment of Personal Data**

We want you to remain in control of your personal data. You can update or amend your personal data by sending an email to [TSOBJ@outlook.com](mailto:TSOBJ@outlook.com)

When practically possible, once we are informed that any personal data processed by us is no longer accurate, we will make corrections based on your updated information.

The verification, update or amendment of your personal data will take place within 30 days of receipt of your request.

## **8.4 Other Data Subject Rights**

This privacy policy is intended to provide information about what personal data we collect about you and how it is used. As well as rights of access and amendment referred to above, individuals may have other rights in relation to the personal data we hold, such as a right to erasure/deletion ('right to be forgotten'), to restrict or object to our processing of personal data and the right to data portability. There may be other legal reasons why we need to process your personal data, but please tell us if you don't think we should be using it. If you wish to exercise any of these rights, please send an email to [TSOBJ@outlook.com](mailto:TSOBJ@outlook.com)

## **9. What to do if you're not happy**

In the first instance, please talk directly to us, so we can learn from and resolve any problem or query. You can send an email with the details of any data protection complaint to [tsobj@outlook.com](mailto:tsobj@outlook.com). We will respond to any complaints we receive.

You have the right to contact the Information Commissioner's Office ("ICO") (the UK data protection regulator). For further information on your rights and how to complain to the ICO, please refer to the ICO website.

## **10. About this Privacy Policy**

Please check the above policy before you submit any personal data on this website. This privacy policy applies solely to the personal data collected by SBJ.

We'll amend this privacy policy from time to time to ensure it remains up to date. It shows how and why we use your personal data, and reflects any new legal requirements. Please visit our website to keep up to date with any changes. The current version will always be posted on our website.

**This privacy policy was last updated on 01/11/2019**