

Conditions of Testing

The following words shall have the meanings set out against them:

The Company	The Gemmological Association and Gem Testing Laboratory of Great Britain;
A Customer	An individual, company, firm, body or other organisation who as owner or agent for owner deposits or leaves any Goods with The Goldsmiths' Company or who owns any Goods so deposited;
Goods	Any diamonds, pearls, precious stones or other Goods deposited by a Customer with The Goldsmiths' Company;
The Goldsmiths' Company	The Wardens and Commonalty of the Mystery of Goldsmiths of the City of London;
Report	A report produced by or on behalf of The Goldsmiths' Company for the Customer following completion of the Testing Services;
Testing Services	Services of testing and reporting on the constitution and/or qualities of Goods.

All Goods which Customers deposit or leave with The Goldsmiths' Company are deposited on the basis of the following terms:

1. TESTING SERVICES

- 1.1 The Goldsmiths' Company shall not be obliged to test the Goods or any part of them. If The Goldsmiths' Company does test the Goods, it will contract this work to the Company. The Goldsmiths' Company will take all reasonable precautions over the method of testing used by the Company and the safety of the Goods whilst in its possession.
- 1.2 Although The Goldsmiths' Company will require the Company to take all reasonable precautions under clause 1.1, the Customer acknowledges that there is a risk that the Goods may be damaged while the Testing Services are carried out. The Goldsmiths' Company will inform the Customer of these risks but it will not be liable for any damage to the Goods whilst the Testing Services are carried out or while the Goods are in storage or transit except as provided in paragraph 4 below.
- 1.3 The Goldsmiths' Company shall only accept the Goods for testing or any other purposes if the Customer has adequately insured the Goods against "All Risks" with recourse against The Goldsmiths' Company and the Company excluded for the period of time which they are in the possession of The Goldsmiths' Company, the Company or any carrier or storage agent. Risk of loss or damage to the Goods shall not pass to The Goldsmiths' Company until The Goldsmiths' Company takes physical possession of the Goods.
- 1.4 If a Customer requires insurance, The Goldsmiths' Company will endeavour to obtain it on the Customer's behalf and any premium payable and other expenses incurred in obtaining such insurance shall be payable by the Customer to The Goldsmiths' Company.
- 1.5 Unless agreed otherwise with The Goldsmiths' Company, the Customer shall be responsible for delivering the Goods to The Goldsmiths' Company and for collecting the Goods once the Testing Services have been completed or if the Customer is notified that they have not been accepted for testing.
- 1.6 The Goldsmiths' Company reserves the right to photograph the Goods for its own business, educational, technical and academic purposes and to authorise the Company to do the same, provided that the identity of the owner of the Goods remains confidential at all times. If The Goldsmiths' Company or the Company wishes to disclose the photographs to a third party for any other purpose it shall first obtain the permission of the Customer.

2. REPORT

- 2.1 The report is provided for the sole use of the Customer and may not be reproduced by the Customer without the prior written consent of The Goldsmiths' Company. It is not a warranty, guarantee, appraisal or valuation and neither the Company nor The Goldsmiths' Company makes any representations or warranties regarding the report save that it has been prepared in good faith and with reasonable skill and care.
- 2.2 The Customer shall not require from any employee of The Goldsmiths' Company any statement or opinion concerning the valuation of the Goods and in this respect no reliance should be placed on any statement or opinion which may be made or given save for The Goldsmiths' Company's signed written report on the Goods.
- 2.3 The information contained in the Report is the result of the testing of the Goods based on the testing equipment and techniques used by the Company at the time the Goods are tested. The Testing Services may include opinions that may vary as to the characteristics covered in the Report. The Goldsmiths' Company shall not be liable for any differences which may result from the testing of the Goods by another party.

3. FEES

- 3.1 The Goldsmiths' Company will procure that the Company will carry out the Testing Services for a fee in accordance with The Goldsmiths' Company's Schedule of Fees from time to time which shall be available on request and which are operative on the date of deposit of the Goods with The Goldsmiths' Company. Prices are exclusive of VAT which the Customer shall be liable to pay to The Goldsmiths' Company.

- 3.2 Once the Testing Services have been carried out, The Goldsmiths' Company shall invoice the Customer for the fee. The Customer shall pay the invoice within 30 days of the date of the invoice.

4. LIMITS OF LIABILITY

- 4.1 The Customer acknowledges that:
 - (a) the value of the Goods intended to be deposited by a Customer with The Goldsmiths' Company and also the amount of any consequential loss which might arise out of any damage or loss to such Goods are matters which are better known to and/or more readily ascertainable by the Customer than by The Goldsmiths' Company;
 - (b) the potential extent of the damage that might be caused or be alleged to be caused to a Customer is disproportionate to the amounts that can be reasonably charged and are charged by The Goldsmiths' Company to the Customer; and
 - (c) The Goldsmiths' Company is concerned to keep down the cost of Testing Services which it provides to Customers and this must necessarily involve limiting the liability of The Goldsmiths' Company for any loss or damage caused to the Customer.
- 4.2 In view of the above facts, the liability of The Goldsmiths' Company in connection with the provision of Testing Services shall be subject to the following limitations:
 - (a) The Goldsmiths' Company shall only be liable to a Customer for damage or loss of Goods to the extent that such loss or damage is due to the proven negligence or proven misdeed or proven fraudulent act or default of an employee of The Goldsmiths' Company or the Company, and only to the extent that such liability is covered by the liability insurance policy taken out by The Goldsmiths' Company or the Company (as applicable) and operative at the time of loss or damage. Details of such insurance policies which The Goldsmiths' Company warrants will provide cover of £20,000 and will be available on request;
 - (b) The Goldsmiths' Company's liability under Condition 4.1 and 4.2(a) will be limited to a sum equal to twice the fee paid by the Customer to The Goldsmiths' Company in respect of the Goods;
 - (c) apart from in Condition 4.2(a), neither The Goldsmiths' Company nor its employees shall be liable in respect of any loss, damage or expense occasioned by any error or omission in any Report issued by The Goldsmiths' Company.
- 4.3 The Customer shall be responsible for the insurance of each article for the full replacement value of the article under an appropriate policy of insurance against loss or damage by accident, fire, theft and against any risk not accepted by The Goldsmiths' Company.
- 4.4 In particular, the Customer shall be responsible for the insurance of each article:
 - (a) while in the custody of The Goldsmiths' Company or of its employees or its independent contractors;
 - (b) for and to the extent of any value of the article in excess of that referred to in Condition 4.2;
 - (c) any consequential, pecuniary or other loss or damage resulting from loss of or damage to the article.
- 4.5 Save where the Customer does not make or hold himself out as making his contract in the course of a business (as defined in the Unfair Contract Terms Act 1977) the Customer shall indemnify The Goldsmiths' Company against all and any liability, cost or expense in excess of the liability of The Goldsmiths' Company to the Customer hereunder which shall or may be incurred by The Goldsmiths' Company by reason of any claim, action or legal proceedings brought against The Goldsmiths' Company or its employees by (i) the owner of an article, (ii) any other person having a legal or other interest in an article, or (iii) any other person having any liability whatsoever for loss of or damage to an article, whether such claim, action or legal proceedings arise from or as a result of the negligence of The Goldsmiths' Company or otherwise.

5. GOVERNING LAW

- 5.1 These terms shall be governed by English law and subject to the exclusive jurisdiction of the English courts.
- 5.2 The Report may be shared by a Customer with its customer or persons who express an interest in buying the Goods but subject thereto is not transferable or assignable by the Customer without The Goldsmiths' Company's prior written consent.
- 5.3 Only a director of The Goldsmiths' Company has authority to add to or vary these Conditions.
- 5.4 The Customer shall within the period of two months after being requested to do so by The Goldsmiths' Company in writing either take delivery of an article or give directions as to its immediate delivery.
- 5.5 If the Customer fails to take delivery or give such directions then, on expiry of the said period of two months, The Goldsmiths' Company shall be in possession of the article as an involuntary bailee thereof (subject to the exclusions and limitations of liability on the part of The Goldsmiths' Company contained in these Conditions) and shall be entitled to sell the article after giving such notice to the Customer as may be required by law and cover its costs and fees.

Gem
TESTING
at
ASSAY OFFICE LONDON

Service Information and Price List

Assay Office London

Goldsmiths' Hall
Gutter Lane
London EC2V 8AQ

T: 020 7606 8971

F: 020 7814 9353

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GemA



To complement its hallmarking services, the Goldsmiths' Company Assay Office London now offers a GEM TESTING SERVICE.

In conjunction with The Gemmological Association and Gem Testing Laboratory of Great Britain (Gem-A), the longest established gem testing laboratory in the world, we will provide a wide range of gem testing services including diamond grading, gem identification, pearl testing and opinions on heat treatment.

A One-Stop-Shop for Jewellery Services

The Goldsmiths' Company Assay Office London is where hallmarking began 700 years ago. Integrity, quality and service have been at the core of its success since it started and it is constantly developing its service portfolio to meet the needs of its customers.

Gem Testing

The wonderful variety of gemstones on the market today provides increasing choice for your customers but also presents you with the challenge of accurately identifying them, and recognising the various imitations and treatments that can catch out the unwary. Today's good-practice guidelines also require you to be open and truthful about pricing and durability features that may be affected by treatments.

Many jewellers employ qualified gemmologists but, even then, confirming the identity of gemstones and recognising some of the latest synthetics and treatments requires access to equipment, expertise and experience found in a professional gemmological laboratory. We can now offer this service.

Diamond Grading

Diamond Grading Reports have become a common, and invaluable feature of the modern jewellery trade.

Our Diamond Grading Reports follow the universally recognised GIA colour and clarity grading systems, while also providing cut assessments. GIA cut grades for round brilliants can be supplied on request.

Buy and sell with confidence with one of our Diamond Grading Reports.

DIAMONDS

Diamond grading report (Minimum weight of 0.25 carat)	£40.00 per carat minimum £30.00
Our experts can also give their opinion as to whether a chipped, flawed or poorly-cut diamond could be re-polished to advantage. Please ask for further information.	
GEMSTONES & PEARLS	
Gem identification	£30.00 per stone
Opinions on heat treatment of rubies and sapphires *	£35.00 per stone, plus £10.00 per carat up to £70.00
Testing individual pearls **	£3.00 per carat minimum £30.00, maximum £50.00
Sample test of a row of pearls	£50.00
Diamonds, gemstones and pearls must be submitted loose for grading and testing. Guidance on un-setting and re-setting can be given upon request.	

Please see Conditions of Testing overleaf. All prices quoted are subject to VAT.

* The heat treatment of rubies and sapphires is a long-established and common practice. Opinions on heat treatment are subjective ones and usually based on minute internal features and other characteristics of the gem. It is not always possible to provide such opinions and when they are provided they are for guidance only. Such opinions can vary from expert to expert and no warranty is implied.

** The treatment of fresh and sea water pearls is becoming increasingly prevalent. Our report will note whether any treatment has been observed. Such opinions can vary from expert to expert and no warranty is implied.

How To Get Gems Tested

In order to get gems tested or diamonds graded you will need to complete a gem testing hallnote and submit it with the stone or stones to be tested. You will find a supply of hallnotes in our pack. To obtain a pack or for further advice on any of our services, please email gemtesting@assayofficelondon.co.uk or telephone **020 7606 8971**.

Articles should be packaged appropriately to prevent damage. The hallnote relating to each packet should be readily available when the packet is opened. Packets can be sent by courier or post, or brought by hand to the Assay Office counter. The counter is open Monday-Friday, 8.00am-5.00pm. It is closed on Bank Holidays

