

# TERMS AND CONDITIONS

**Please read the following important terms and conditions before you buy anything on our website and check that they contain everything which you want and nothing that you are not willing to agree to.**

## ***Summary of some of your key rights:***

By law, the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, SI 2013/3134 say that we must give you certain key information before a legally binding contract between you and us is made (see below). We will give you this information in a clear and understandable way. Some of this information is likely to be obvious from the context. Some of this information is also set out in this contract, such as information on our complaint handling policy.

*The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 say that up to 14 days after receiving your goods, in most cases, you can change your mind and get a full refund.*

*The Consumer Rights Act 2015 says goods must be as described, fit for purpose and of satisfactory quality. During the expected lifespan of your product you're entitled to the following:*

- up to 30 days: if your goods are faulty, then you can get a refund;*
- up to six months: if they can't be repaired or replaced, then you're entitled to a full refund, in most cases;*
- up to six years: if the goods do not last a reasonable length of time, you may be entitled to some money back.*

*This is a summary of some of your key rights. For detailed information from Citizens Advice please visit [www.citizensadvice.org.uk](http://www.citizensadvice.org.uk) or call 03454 04 05 06.*

*The information in this summary box summarises some of your key rights. It is not intended to replace the contract below which you should read carefully.*

This contract sets out:

- your legal rights and responsibilities;
- our legal rights and responsibilities; and
- certain key information required by law.

In this contract:

- ‘We’, ‘us’ or ‘our’ means Le Belle Bijou ; and
- ‘You’ or ‘your’ means the person using our site to buy goods from us.

If you don’t understand any of this contract and want to talk to us about it, please contact us by:

- email [info@lebellebijou.com](mailto:info@lebellebijou.com), Monday to Friday: 9 am to 6 pm; or
- telephone +44 7810 145955, between Monday to Friday: 9 am to 6 pm. If you have a hearing or speech impediment you can contact us using a textphone.

### **Do you need extra help?**

If you would like this contract in another format (for example: audio, large print, braille) please contact us using the contact details at the top of this page.

### **Who are we?**

*We are registered in England and Wales under company number: 12013146.*

*Our registered office is at: One Oaks Court, Warwick Road, Hertfordshire, WD6 1GS*

*The details of this contract will not be filed with any relevant authority by us.*

## **1 Introduction**

If you buy goods on our site you agree to be legally bound by this contract.

This contract is only available in English. No other languages will apply to this contract.

When buying any goods you also agree to be legally bound by:

- our website terms and conditions and any documents referred to in them;
- extra terms which may add to, or replace some of, this contract. We will contact you to let you know if we intend to do this by giving you one month’s notice. You can end this contract at any time by giving one month’s notice if we tell you extra terms apply; and
- specific terms which apply to certain goods. If you want to see these specific terms, please visit the relevant webpage for the goods at any time during the online checkout process.

All of the above documents form part of this contract as though set out in full here.

## **2 Information we give you**

By law, the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 say that we must give you certain key information before a legally binding contract between you and us is made. If you want to see this key information, please:

- click on the 'key information' button;
- read the acknowledgement email (see clause 2); or
- contact us using the contact details at the top of this page.

The key information we give you by law forms part of this contract (as though it is set out in full here).

If we have to change any key information once a legally binding contract between you and us is made, we can only do this if you agree to it.

## **3 Your privacy and personal information**

Our **Privacy Policy** is available at [www.lebellebijou.com](http://www.lebellebijou.com).

Your privacy and personal information are important to us. Any personal information that you provide to us will be dealt with in line with our Privacy Policy, which explains what personal information we collect from you, how and why we collect, store, use and share such information, your rights in relation to your personal information and how to contact us and supervisory authorities if you have a query or complaint about the use of your personal information.

## **4 Ordering goods from us**

Below, we set out how a legally binding contract between you and us is made.

You place an order on the site by checking out and paying. Please read and check your order carefully before submitting it. However, if you need to correct any errors you can do so before submitting it to us.

- When you place your order at the end of the online checkout process eg when you click on the *pay now button*, we will acknowledge it by email. This acknowledgement does not, however, mean that your order has been accepted.
- We may contact you to say that we do not accept your order. This is typically for the following reasons:

- (a) the goods are unavailable;
  - (b) we cannot authorise your payment;
  - (c) you are not allowed to buy the goods from us;
  - (d) we are not allowed to sell the goods to you;
  - (e) you have ordered too many goods; or
  - (f) there has been a mistake on the pricing or description of the goods.
- We will only accept your order when we email you to confirm this (**Confirmation Email**). At this point:
    - (g) a legally binding contract will be in place between you and us; and
    - (h) we will dispatch the goods to you.

If you are under the age of 18 you may buy any goods from the site. You may not be able to buy certain goods because you are too young. These are set out on the relevant webpage for the goods.

## **5 Right to cancel this contract**

You have the right to cancel this contract within 14 days without giving any reason.

The cancellation period will expire after 14 days from the day of your purchase.

To exercise the right to cancel, you must inform us of your decision to cancel this contract by a clear statement (eg a letter sent by post, fax or email). You can use the model cancellation form set out in the box below, but it is not obligatory.

### ***Cancellation form***

*To [insert the trader's name, geographical address and, where available, telephone number, fax number and email address]:*

*I/We [\*] hereby give notice that I/We [\*] cancel my/our [\*] contract of sale of the following goods [\*/the supply of the following service [\*,*

*Ordered on [\*/received on [\*,*

*Name of consumer(s),*

*Address of consumer(s),*

*Signature of consumer(s) (only if this form is notified on paper),*

*Date*

*[\*] Delete as appropriate*

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

## **6 Effects of cancellation**

If you cancel this contract, we will reimburse to you all payments received from you, including the costs of delivery (except for the supplementary costs arising if you chose a type of delivery other than the least expensive type of standard delivery offered by us).

We may make a deduction from the reimbursement for loss in value of any goods supplied, if the loss is the result of unnecessary handling by you.

We will make the reimbursement without undue delay, and not later than:

- 14 days after the day we received back from you any goods supplied; or
- (if earlier) 14 days after the day you provide evidence that you have returned the goods; or
- if there were no goods supplied, 14 days after the day on which we are informed about your decision to cancel this contract.

We will make the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed

otherwise; in any event, you will not incur any fees as a result of the reimbursement.

If you have received goods:

- you shall send back the goods or hand them over to us without undue delay and in any event not later than 14 days from the day on which you communicate your cancellation from this contract to us. The deadline is met if you send back the goods before the period of 14 days has expired;
- you will have to bear the direct cost of returning the goods.; and
- you are only liable for any diminished value of the goods resulting from the handling other than what is necessary to establish the nature, characteristics and functioning of the goods.

## **7 Delivery**

We use Royal Mail or other suitable delivery companies from time to time to deliver our goods. If you want to see your delivery options, visit our webpage before you place your order.

The estimated date and time window for delivery of the goods is set out in the Confirmation Email (see clause 6).

If something happens which:

- is outside of our control; and
- affects the estimated date of delivery;

we will let you have a revised estimated date for delivery of the goods.

Delivery of the goods will take place when we deliver them to the address that you gave to us.

Unless you and we agree otherwise, if we cannot deliver your goods within 30 days, we will:

- let you know;
- cancel your order; and
- give you a refund.

If nobody is available to take delivery, please contact us using our contact details.

You are responsible for the goods when delivery has taken place. In other words, the risk in the goods passes to you when you take possession of the goods.

## 8 Payment

We accept the following credit cards and debit cards. We do accept cash for point of sale transactions.

We will do all that we reasonably can to ensure that all of the information you give us when paying for the goods is secure by using an encrypted secure payment mechanism. However, in the absence of negligence on our part, any failure by us to comply with this contract or our Privacy Policy (see clause 3) or breach by us of our duties under applicable laws we will not be legally responsible to you for any loss that you may suffer if a third party gains unauthorised access to any information that you give us.

Your credit card or debit card will only be charged when the goods are dispatched.

All payments by credit card or debit card need to be authorised by the relevant card issuer. We may also need to use extra security steps via:

- Verified by Visa;
- Mastercard®SecureCode™; or
- American Express SafeKey.

If your payment is not received by us and you have already received the goods, you:

- must pay for such good immediately; or
- must return them to us as soon as possible. If so, you must keep the goods in your possession, take reasonable care of them (including ensuring that you follow any instructions or manuals given with the goods) and not use them before you return them to us.

If you do not return any goods (such as where you have not paid for them) we may collect the goods from you at your expense. We will try to contact you to let you know if we intend to do this.

Nothing in this clause affects your legal rights to cancel the contract during the 'cooling off' period under clauses 5 and 6.

The price of the goods:

- is in pounds sterling (£)(GBP) or other relevant currency as requested;
- includes VAT at the applicable rate; and

- does not include the cost of:
  - (a) delivering the goods (if you want delivery options and costs, visit our webpage before you place your order.

## **9 Nature of the goods**

The Consumer Rights Act 2015 gives you certain legal rights (also known as 'statutory rights'), for example, the goods:

- are of satisfactory quality;
- are fit for purpose;
- match the description, sample or model; and
- are installed properly (if we install any goods).

We must provide you with goods that comply with your legal rights.

The packaging of the goods may be different from that shown on the site.

While we try to make sure that:

- all weights, sizes and measurements set out on the site are as accurate as possible, there may be a small tolerance in such weights, sizes and measurements; and
- the colours of our goods are displayed accurately on the site, the actual colours that you see on your computer may vary depending on the monitor that you use.

Any goods sold:

- at discount prices;
- as remnants; or
- as substandard;

will be identified and sold as such. Please check that they are of a satisfactory quality for their intended use.

## **10 Faulty goods**

Your legal rights under the Consumer Rights Act 2015 (also known as 'statutory rights'), are set out at the top of this contract. They are a summary of some of your key rights. For more detailed information on your rights and what you should expect from us, please:

- visit our webpage;



- contact us using the contact details at the top of this page; or
- visit the Citizens Advice website [www.citizensadvice.org.uk](http://www.citizensadvice.org.uk) or call 03454 04 05 06.

Nothing in this contract affects your legal rights under the Consumer Rights Act 2015 (also known as 'statutory rights'). You may also have other rights in law.

Please contact us using the contact details at the top of this page, if you want:

- us to repair the goods;
- us to replace the goods;
- a price reduction; or
- to reject the goods and get a refund.

## **11 End of the contract**

If this contract is ended it will not affect our right to receive any money which you owe to us under this contract.

## **12 Limit on our responsibility to you**

Except for any legal responsibility that we cannot exclude in law (such as for death or personal injury) or arising under applicable laws relating to the protection of your personal information, we are not legally responsible for:

- losses that:
  - (a) were not foreseeable to you and us when the contract was formed; or
  - (b) that were not caused by any breach on our part;
- business losses; and
- losses to non-consumers.

## **13 Disputes**

We will try to resolve any disputes with you quickly and efficiently.

If you are unhappy with:

- the goods;
- our service to you; or
- any other matter,

please contact us as soon as possible.

If you and we cannot resolve a dispute using our internal complaint handling procedure, we will:

- let you know that we cannot settle the dispute with you; and
- give you certain information required by law about our alternative dispute resolution provider. You may also use the online dispute resolution (ODR) platform to resolve the dispute with us. For more details, please visit the website on the 'Your Europe' portal:  
*<https://webgate.ec.europa.eu/odr>*.

If you want to take court proceedings, the courts of the part of the United Kingdom in which you live will have non-exclusive jurisdiction in relation to this contract.

The laws of England and Wales will apply to this contract.

## **14 Obligations**

The contract between you and us is binding on you and us and on our respective successors and assigns.

You may not transfer, assign, charge or otherwise dispose of a Contract, or any of your rights or obligations arising under it, without our prior written consent.

We may transfer, assign, charge, sub-contract or otherwise dispose of a Contract, or any of our rights or obligations arising under it, at any time during the term of the Contract.

## **15 Import Duty**

If you order Products from our site for delivery outside the UK, they may be subject to import duties and taxes which are levied when the delivery reaches the specified destination. You will be responsible for payment of any such import duties and taxes. Please note that We have no control over these charges and cannot predict their amount. Please contact your local customs office for further information before placing your order.

Please also note that you must comply with all applicable laws and regulations of the country for which the products are destined. We will not be liable for any breach by you of any such laws.

## **16 Third party rights**

By responding #BBBabe or #lebellebijou you agree to the following:

You grant to Us and its affiliates and/or related entities a worldwide, perpetual, irrevocable, royalty-free, non-exclusive, transferable right to use your video(s), photo(s) and/or other content posted to Instagram, Facebook, Twitter or Google+, together with your social media handle, social media user name, profile picture, caption and location information you may have included in your content (“User Content”) that you have tagged with any of the Hashtag(s) defined below in any media, including but not limited to on its webpages and social media pages, retailer sites, third party sites, stores for its marketing and/or its advertising. You grant Us the right to use your username, real name, image, likeness or other identifying information in connection with any use of your User Content.

We may use, display, reproduce, distribute, transmit, combine with

other materials, alter and/or edit the User Content for legal and/or regulatory reasons in any way it sees fit (while maintaining the original sentiment), with no obligation to you whatsoever.

You may directly upload User Content or post User Content to your social media accounts. By uploading User Content and posting User Content that you have tagged with Brand hashtags to social media platforms, you grant to the Brand, its third-party service providers who provide content management services, and its retail partners (collectively, the “Licensed Parties”) the worldwide, perpetual, irrevocable, royalty-free, fully-paid, non-exclusive, transferable right to use your uploaded or Brand-tagged User Content in any manner to be determined in the Licensed Parties’ sole discretion, including but not limited to on its webpages, social media pages operated by the Licensed Parties, promotional e-mails and advertisements, and in other marketing, promotional and advertising initiatives, in any media now or hereafter known. The Licensed Parties may use, display, reproduce, distribute, transmit, create derivative works from, combine with other materials, alter and/or edit your User Content in any manner in their sole discretion, with no obligation to you whatsoever. You grant the Licensed Parties the right to use your username, real name, image, likeness, caption, location or other identifying information in connection with any use of your User Content.

You hereby represent and warrant that (i) you own all rights in and to your User Content, (ii) if the User Content is subject to third party proprietary rights, you have all necessary licenses, rights, consents, and permissions to publish the User Content you submit and to grant the rights granted herein, including permission from all person(s) appearing in your User Content; (iii) you are not a minor, (iv) you are legally entitled to post the User Content, and the Licensed Parties’ use of your User Content as described herein will not violate the rights, including but not limited to copyright, trademark, privacy, publicity or other proprietary rights, of any third party or any law, and (v) the User Content is not libelous, defamatory, obscene, pornographic, abusive, indecent, threatening, harassing, hateful, or offensive. You hereby release, discharge and agree to hold the Licensed Parties, and any person acting on their behalf, harmless from any liability related in any way to the Licensed Parties’ use of your User Content.

The User Content that you submit is deemed non-confidential and the Licensed Parties have no obligation to maintain the confidentiality of any information, in whatever form, contained in any submission, except pursuant to the Licensed Parties' respective privacy policies. By using the Services, you are consenting to our content management's collection of any personal information you provide, on behalf of the Licensed Parties for the Licensed Parties' use and disclosure in connection with the use of your User Content as described herein. If you do not agree to the collection, use and disclosure of your personal information in this way, please do not use the Services or otherwise provide our content manager with personal information. Your personal information may be transferred to servers located outside the country in which you live or to affiliates or other trusted third parties based in other countries so that they may process personal information on our content management's and its customers' behalf. By using the Services or otherwise providing our content manager with personal information, you agree to such collection, use, disclosure, transfer and processing of your information in accordance with the terms of these Terms, the Privacy Policy and applicable data protection laws and regulations.

You are solely responsible for any User Content that you submit. You are legally liable for the User Content that you submit including, for example, material protected by copyright, trademark, patent or trade secret law or other proprietary rights laws without permission of the author or owner or subject featured in such submission, or defamatory comments.

The Licensed Parties reserve the right to remove any User Content from the Site, the Brand properties and the Services at any time, for any reason.

## **17 Hyperlinking to us**

You may not provide a link to our website without our express written consent. If you wish to provide a link to our website, please provide details of: the URL of each webpage from which you are proposing to link to our website; the URL of each web page on this website to which you are proposing to link; the purpose of the link and we will consider your request. We only consider direct requests from website owners. Please send requests to [info@lebellebijou.com](mailto:info@lebellebijou.com)

## **18 Hyperlinking by us to third-party sites**

It is our policy to obtain permission to link to third-party websites where possible and required.

We are not responsible for the content, functionality or reliability of the linked websites. Our inclusion of links to third-party websites does not constitute an endorsement of the material published on those websites. To report a broken link, please contact [info@lebellebijou.com](mailto:info@lebellebijou.com).

## **19 Events Outside Our Control**

We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under a Contract that is caused by events outside our reasonable control ("Force Majeure Event").

- A Force Majeure Event includes any act, event, non-happening, omission or accident beyond our reasonable control and includes in particular (without limitation) the following:
- Strikes, lock-outs or other industrial action.
- Civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war.
- Fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster.
- Impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport.
- Impossibility of the use of public or private telecommunications networks.

- The acts, decrees, legislation, regulations or restrictions of any government.

Our performance under any Contract is deemed to be suspended for the period that the Force Majeure Event continues, and We will have an extension of time for performance for the duration of that period. We will use our reasonable endeavours to bring the Force Majeure Event to a close or to find a solution by which our obligations under the Contract may be performed despite the Force Majeure Event.

## **20 Waiver**

If We fail, at any time during the term of a Contract, to insist upon strict performance of any of your obligations under the Contract or any of these terms and conditions, or if we fail to exercise any of the rights or remedies to which we are entitled under the Contract, this shall not constitute a waiver of such rights or remedies and shall not relieve you from compliance with such obligations.

A waiver by us of any default shall not constitute a waiver of any subsequent default.

No waiver by us of any of these terms and conditions shall be effective unless it is expressly stated to be a waiver and is communicated to you in writing in accordance with clause 13 above

## **21 Written Communications**

Applicable laws require that some of the information or communications We send to you should be in writing. When using our site, you accept that communication with us will be mainly electronic. We will contact you by e-mail or provide you with information by posting notices on our website. For contractual purposes, you agree to this electronic means of communication and you acknowledge that all contracts, notices, information and other communications that We provide to you electronically comply with any legal requirement that such communications be in writing. This condition does not affect your statutory rights.

## **22 Severability**

If any of these terms and Conditions or any provisions of a Contract are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to

that extent be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.

Alternatively, you agree that the clause shall be rectified and interpreted in such a way that closely resembles the original meaning of the clause/sub-clause as is permitted by law.

If any of these terms and Conditions or any provisions of a Contract are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.

Alternatively, you agree that the clause shall be rectified and interpreted in such a way that closely resembles the original meaning of the clause/sub-clause as is permitted by law.

## **23 Our Right to Vary These Terms And Conditions**

We have the right to revise and amend these terms and conditions from time to time to reflect changes in market conditions affecting our business, changes in technology, changes in payment methods, changes in relevant laws and regulatory requirements and changes in our system's capabilities or for any other reason in our sole discretion which We may decide.

You will be subject to the policies and terms and conditions in force at the time that you order products from us, unless any change to those policies or these terms and conditions is required to be made by law or governmental authority (in which case it will apply to orders previously placed by you), or if We notify you of the change to those policies or these terms and conditions before We send you the Dispatch Confirmation (in which case We have the right to assume that you have accepted the change to the terms and conditions, unless you notify us to the contrary within seven working days of receipt by you of the Products).

## **24 After-Sale Service**

Questions, comments or requests regarding these terms and conditions or our Products should be addressed to [support@lebellebijou.com](mailto:support@lebellebijou.com).



If you have any complaints these should be addressed in writing to Le Belle Bijou, One Oaks Court, Warwick Road, Hertfordshire, WD6 1GS.

If you are not satisfied with how we have handled any complaint, you may wish to request that the complaint be referred for alternative dispute resolution (where an independent body considers the facts of the dispute and seeks to resolve it without you having to go to court). Disputes may be submitted for online resolution to the European Commission Online Dispute Resolution platform, which can be found at <http://ec.europa.eu/dr>).

## **25 Discount Code Terms and Conditions**

Official Le Belle Bijou Discount Codes entitle you to an extra percentage (specific to the Discount Code in question) off your next online order from [www.lebellebijou.com](http://www.lebellebijou.com). To claim your discount, when in the 'My Bag' section of your account there is an option to “Apply Coupon”, which allows you to enter the promotional code in order to apply it to the order.

Discount Codes can only be used once per customer, cannot be used in conjunction with any other promotion or offer, remain our property and are not transferable. We reserve the right to withdraw them and refuse or restrict any order at any time.

Payment in alternate currencies can be enabled by selecting the appropriate flag in the dropdown currency selection menu at the top of the homepage. Goods are supplied subject to our terms and conditions, which can be found at: [www.lebellebijou/terms](http://www.lebellebijou/terms)

## **26 Entire Agreement**

These terms and conditions and any document expressly referred to in them represent the entire agreement between us in relation to the subject matter of the Contract and supersede any prior agreement, understanding or arrangement between us, whether oral or in writing.

We each acknowledge that, in entering into a Contract, neither of us has relied on any representation, undertaking or promise given by the other or be implied from anything said or written in negotiations between us prior to such Contract except as expressly stated in these terms and conditions.

Neither of us shall have any remedy in respect of any untrue statement made by the other, whether orally or in writing, prior to the date of any Contract (unless such untrue statement was made fraudulently) and the other party's only remedy shall be for breach of contract as provided in these terms and conditions.