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We comply with the US and EU Safe Harbour privacy policies. For more detail, please read our Privacy Policy.

You agree that you will not, and will not allow any other person to, violate or attempt to violate any aspect of the security of the Installation.

You agree that you will in no way modify, reverse engineer, disassemble, decompile, copy, or cause damage or unintended effect to any portion of our website, or any software used on our webSite, and that you will not permit any other person to do so.

You understand that any such violation is unlawful in many jurisdictions and that any contravention of law may result in criminal prosecution. Examples of violations are: (a) accessing data unlawfully or without consent; (b) attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures; (c) attempting to interfere with service to any user, host or network, including, without limitation, via means of overloading, "flooding", "mail bombing" or "crashing"; (d) forging any TCP/IP packet header or any part of the header information in any email or newsgroup posting; (e) taking any action in order to obtain Goods to which you are not entitled.

You agree to indemnify us against any claim or demand, including reasonable lawyers fees, made by any third party due to or arising out of: (a) any violation of system security as set out above; (b) your use of our website; (c) any other breach or violation of this agreement by you; (d) the infringement by you, or by any other user of your computer, of any intellectual property or other right of any person or entity, or as a result of any threatening, libellous, obscene, harassing or offensive material contained in any of your communications.

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The Goods specifications and illustrations

The "Goods" means the items purchased by you from us via this website, the sale and supply of which are subject to these Terms; BoBijou will sell and you will purchase the Goods on these Terms. BoBijou reserves the right to make changes in the specification of the Goods which

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are required to conform with any applicable statutory or EC requirements, or where the Goods are to be supplied to BoBijou's specifications, which do not materially affect their quality or performance.

The Goods displayed on this website are not shown to actual size nor are their images binding as to detail. Some Goods may appear slightly larger or smaller than actual size due to screen default settings and photography. Other Goods may be represented at a larger than actual size in order to clearly show details, or smaller than actual size in order to show the entire item, and your attention is drawn to the product details and content where given. Whilst all sizes and measurements are approximate, we will use our best endeavours to ensure that they are as accurate as possible. By the nature of pearls as a living creature, there could be difference between pictures and the actual Goods, as each harvest colours can vary. Also there could be difference for clasps and fastening between website photos and actual Goods.

Price and availability

All of our charges are in British Pounds (GBP). The price of the Goods will be BoBijou's quoted price and is inclusive of UK Value Added Tax, but excludes all costs or charges in relation to packaging, carriage and insurance, which is quoted separately. BoBijou reserves the right, by giving notice to you at any time before delivery, to amend the prices of the Goods to reflect any increase in the cost to BoBijou which is due to any factor beyond the control of BoBijou (such as, without limitation, any foreign exchange fluctuation, currency regulation, alteration of duties, significant increase in the costs of labour, material or other costs of manufacture). Any such increase in price shall be intimated to you and you shall have a period of five working days to confirm whether you wish to proceed with the Order. Your failure to reply to our said intimation will be deemed to be acceptance of the price increase. Any increase in price due to a change in delivery dates, quantities or specification of the Goods which is requested by you, or any delay caused by any instructions of you or failure of you to give BoBijou adequate information or instructions may also result in an increase in price, which will not be subject to further agreement by you. We try and make sure that all prices on our website are correct but occasionally errors may occur. If we identify a pricing error with the Goods you have ordered, we will attempt to contact you and you can either, accept the correct price and confirm you wish to proceed with the new order or cancel it. If we are unable to contact you we will automatically cancel the order and if a refund is due you will be refunded.

If you are interested in the Goods that is currently on back order, call us and we can tell you when the item will be back in stock. Sometimes with the volume of orders we receive, an item can go out of stock before we are able to post notification to the site. If this happens, we will notify you personally so we can help you find another item.

Due to the fluctuating prices of the constituent elements of the Goods, the price of the Goods stated on our website may vary if there is a delay between the time of the order and when payment in full is received by us and in these circumstances you may be requested to make an additional payment before the Goods can be dispatched to you. For Goods where a small or

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large size is requested or where items are custom works or any type of special order you will be asked, when submitting your order, to pay an additional amount to the price offered on the website.

The price you pay is the price displayed on this website at the time we receive your order. However, whilst we make every effort to try and ensure that all prices on our website are accurate, errors sometimes occur. If we discover an error in the price of Goods you have ordered we will inform you of this fact as soon as possible. You will be given the option of reconfirming your order at the correct price or cancelling it. If we are unable to contact you we will treat the order as cancelled. If you cancel and you have already paid for the Goods, you will receive a full refund.

Order acceptance and payment

By making an enquiry or asking a question you are under no obligation to purchase any Goods but you agree to be bound by these Terms and our Privacy Policy. Before your order can be accepted, we must receive in cleared funds, or confirmation of authorisation of payment (where a credit card is used) the purchase price specified in full (without any deduction).

All Goods must be paid for in full before being dispatched by the means specified without any set-off, deduction or counterclaim. Title to any Goods you order on this website shall pass to you on delivery of the Goods provided that we have processed and received payment in full for the Goods. We shall accept your order by email confirmation or order page display confirmation. Our message will also confirm details of your purchase and tell you when we shall dispatch your order. That is when our contract is made.

In the event that payment for an order is not received; or you are not fully entitled to use your nominated credit, debit or charge card; or such card has insufficient funds to cover the price of the Goods then we may contact you allowing you to make payment in full within a specified time period by the same or another means; or we may at its sole discretion cancel your order in which case BoBijou shall return any monies received from you within 30 days of receipt of such monies to your nominated account. You agree to indemnify BoBijou in full against all costs and outgoings incurred by us in obtaining payments from you in the event a failed payment occurs.

We take payment from your card at the time we receive your order, once we have checked your card details and stock availability. All Goods are subject to availability. In the event that we are unable to supply the Goods, we will inform you of this as soon as possible. A full refund will be given if we do not have the Goods you order in stock and an alternative is not accepted, where you have already paid for the Goods.

Order dispatch and delivery

Risk of loss and damage of Goods passes to you on the date when the Goods are delivered. You will become the owner of the Goods you have ordered when they have been delivered to

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you. Once the Goods have been delivered to you they will be held at your own risk and we shall not be liable for their loss or destruction.

We reserve the right to charge for and fulfil partial orders where the Order Confirmation consists of multiple items. Delivery will be made to the address specified in the order confirmation. BoBijou reserves the right to restrict the delivery of Goods to certain areas.

We will take all reasonable steps to deliver your order to you on or before the date specified in the order confirmation but delays may be caused and delivery can be delayed due to Force Majeure events or for any other reason and BoBijou does not warrant or guarantee the delivery date specified in the order confirmation and shall have no liability to you for any loss, damage, costs, expenses or other claims that you may incur as a result of late delivery. The time for delivery of the Goods shall not be of the essence of the contract.

You agree that you have provided, and will continue to provide accurate, up to date, and complete information about yourself. We need this information to provide you with the Goods. Deliveries will be made by the Carrier to the address stipulated in your order. You must ensure that someone is present to accept delivery. If we are not able to deliver your Goods within 30 days of the date of your order, we shall notify you by email to arrange another date for delivery. For more than one item, we may deliver the Goods in instalments if the Goods are not available at the same time for delivery.

Right of cancellation, returns and substitutions

We reserve the right to cancel your order if one or more of the Goods you ordered was listed at an incorrect price due to a typographical error in the pricing information received by us from our suppliers or for any other reason; or a Force Majeure Event occurs.

If we do cancel your order we will notify you by email and will offer an alternative replacement Goods or refund to you any amounts paid to us as soon as possible and in any event within 30 days of your order.

We shall not be obliged to offer any additional compensation for disappointment suffered and we shall have no liability to you for any loss, damage, costs, expenses or other claims that you may incur.

Except for the Goods that are custom works or special orders, you will be entitled to cancel your order by written notice to us. You do not need to give us any reason for cancelling your order, nor will you have to pay any penalty. Goods that are custom works or special orders cannot be cancelled or returned.

We comply with the the EU Distance Selling (Directive 97/7) as ratified by part of the Consumer Protection (Contracts Concluded by Means of Distance Communications) Regulations 2000. If you exercise the right to cancel or a right to return the Goods(s), then the procedures outlined in our Return Policy must be followed.

Warranties and Liability

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Subject to the conditions set out below BoBijou warrants that the Goods will correspond with their specification at the time of delivery. If during 60 days of your purchase, the goods break due to natural wear and tear, and shall the goods are still in our continued range, you can return to us by recorded delivery and BoBijou shall replace it with a new product. Where BoBijou sells Goods supplied by a Third Party, BoBijou does not give any warranty, guarantee or other term as to their quality, fitness for purpose or otherwise, but will assign to you the benefit of the manufacturer's warranty given by the third party supplying the Goods to BoBijou. The above warranty will be assigned by BoBijou subject to the fact that BoBijou shall be under no liability in respect of any defect arising from fair wear and tear, wilful damage, negligence, abnormal working conditions, or storage in a hostile environment, failure to follow BoBijou's instructions or a third party's instructions (where the Goods have been supplied by a third party to BoBijou - whether oral or in writing) misuse or alteration or repair of the Goods without BoBijou's approval.

Subject as expressly provided in these Terms, all warranties, conditions or other Terms implied by statute or common law are excluded to the fullest extent permitted by law. Any claim by you which is based on any defect in the quality or condition of the Goods or their failure to correspond with the specification shall (whether or not delivery is refused by you) be notified to BoBijou within 5 working days from the date of delivery or (where the defect or failure was not apparent on reasonable inspection) within a reasonable time after discovery of the defect or failure. If delivery is not refused and you do not notify BoBijou accordingly, you will not be entitled to reject the Goods and BoBijou shall have no liability for such defect or failure and you will not be entitled to a refund of the price (if applicable) as if the Goods had not been delivered in accordance with the contract. Where any valid claim in respect of any of the Goods which is based on any defect in the quality or condition of the Goods or their failure to meet specification is notified to BoBijou in accordance with these terms, BoBijou shall be entitled to replace the Goods (or the part in question) free of charge or, at BoBijou's sole discretion, refund to you the price of the Goods (or a proportionate part of the Goods), but BoBijou shall have no further liability to you. Except in respect of death or personal injury caused by BoBijou's negligence, BoBijou shall not be liable to you by reason of any representation (unless fraudulent), or any implied warranty, condition or other term, or any duty at common law, or under the express terms of the contract, for any indirect, special or consequential loss or damage (whether for loss of profit, goodwill or reputation or otherwise), economic losses (including without limitation loss of revenues, data, profits, contracts, business or anticipated savings) costs, expenses or other claims for compensation whatsoever (whether caused by the negligence of BoBijou, its employees or agents or otherwise) which arise out of or in connection with the supply of the Goods or their use by you, and the entire liability under or in connection with the contract shall not exceed the price of the Goods paid by you for the Goods supplied, except as expressly provided in these terms.

Notwithstanding the above, BoBijou's aggregate liability (whether in contract, tort or otherwise) for loss of damage shall in any event be limited to a sum equal to the amount paid or payable

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by you for the Goods in respect of one incident or series of incidents attributable to the same clause. BoBijou shall not be in breach of contract by reason of any delay in performing, or any failure to perform, any of BoBijou's obligations in relation to the Goods, if the delay or failure was due to any cause beyond BoBijou's reasonable control. Without prejudice to the generality of the foregoing, the following shall be regarded as causes beyond BoBijou's reasonable control: Act of God, explosion, flood, tempest, fire or accident; war or threat of war, sabotage, insurrection, civil disturbance or requisition; acts, restrictions, regulations, bye-laws, prohibitions or measures or any kind on the part of any governmental, parliamentary or local authority; import or export regulations or embargoes; strikes, lock-outs or other industrial actions or trade disputes (whether involving employees of BoBijou or of a third party); difficulties in obtaining raw materials, labour, fuel, parts or machinery; power failure or breakdown in machinery.

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If any of these terms is at any time held by any jurisdiction to be void, invalid or unenforceable, then it shall be treated as changed or reduced, only to the extent minimally necessary to bring it within the laws of that jurisdiction and to prevent it from being void and it shall be binding in that changed or reduced form. Subject to that, each provision shall be interpreted as severable and shall not in any way affect any other of these terms.

In the event of a dispute arising out of or in connection with these terms or any contract between you and us, then you agree to attempt to settle the dispute by engaging in good faith with us in a process of mediation before commencing arbitration or litigation.

We are not liable for any breach of our obligations resulting from causes beyond our reasonable control including strikes of our own employees.

These terms constitute the entire agreement between the parties, supersede any previous agreement or understanding and may not be varied except with the prior written approval of BoBijou. All other terms and conditions, express or implied by statute or otherwise, are excluded to the fullest extent permitted by law. BoBijou reserves the right to terminate the contract as set out in these Terms, by notice to you sent via email, fax or by letter addressed to you as set out in your registration details. Termination will occur at the time BoBijou transmits the message or posts the letter. Any communication sent electronically by email or otherwise will be deemed to have been sent once it enters a system for generating, sending, receiving, storing or otherwise processing electronic communications ("Information System"); will be deemed to have been received by you at the time that in a readable form it enters an Information System which is capable of access by you; will be deemed have been despatched in the case of a business at its principal place of business and in the case of an individual where he or she ordinarily resides; and will be deemed to have been received in the case of a business at its principal place of business and in the case of an individual where he or she ordinarily resides. You must not assign or sub-contract any of your rights or obligations under these Terms or any related order for Goods to any third party unless agreed upon in writing by BoBijou. BoBijou reserves the right to transfer, assign, novate or sub-contract the benefit of the whole or part of any of its right or obligations under these terms and conditions or any related contract to any third party. If any provision of these Terms is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of these Terms and the remainder of the provision in question will not be affected. No failure or delay of BoBijou to exercise any powers, rights or remedies under these terms will operate as a waiver of them nor will any single or partial exercise of any such powers, rights or remedies preclude any other or further

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exercise of them. To be effective any waiver must be in writing and signed by an authorised representative of BoBijou. If a dispute arises out of or in connection with these Terms, the parties will, with the help of the Centre for Dispute Resolution (CEDR) seek in good faith to resolve it by alternative dispute resolution. If the parties fail to agree terms of settlement within twenty-eight days of commencement of the procedure then either party shall have the option of commencing litigation. The commencement of the procedure is defined as the commencement of the first dispute resolution meeting. The contract between us shall be governed by the laws of Scotland and the parties hereby submit to the non-exclusive jurisdiction of the Scottish courts.

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