# General Terms and Conditions
# BELLEVUE BESPOKE LTD

**Effective: May 20th 2018**

This page, together with our Privacy Policy and Terms and Conditions of Supply provides you with information about us and the legal terms and conditions (**Terms and Conditions**) on which we sell any of the services listed on our website (**our site**) to you.

These Terms and Conditions will apply to any agreement between us for the sale of services to you (**Agreement**). Please review these Terms and Conditions carefully and make sure that you understand them before placing an order for any services from our site.

We review and make amendments to these Terms and Conditions from time to time as described in clause 8. For every occasion on which you wish to make an order for services, please check these Terms and Conditions to ensure you understand the Terms and Conditions which will apply at that time. These Terms and Conditions were most recently updated on 20th May 2018.

These Terms and Conditions, and any Agreement between us, are only in the English language.

1. Information about us

    1. We manage and run the website www.bellevuebespoke.co.uk. We are Bellevue Bespoke Limited, a company registered in England and Wales under company number 09064247 and with our registered office at Bellevue House, Althorp Road, London, SW17 7ED which is also our main trading address.

    2. Contacting us if you are a consumer:

        a. To cancel an Agreement in accordance with your legal right to do so as described in clause 9, you just need to tell us that you have decided to cancel. The simplest way is to email us on info@bellevuebespoke.co.uk or call us on 0208 682 7700. If you utilise this method to cancel the agreement we will email you to confirm we have received your cancellation. If you decide to email us, please set out full details of your services originally requested to allow us to confirm the identity of it.

        b. If you decide to get in touch with us for any other reason, including because you have any complaints, you can contact us by telephoning our customer service team at 0208 682 7700 or by emailing us at info@bellevuebespoke.co.uk.

    3. **Contacting us if you are a business.** You may contact us by telephoning our customer service team at 0208 682 7700 or by emailing us at info@bellevuebespoke.co.uk. If you would like to give us formal notice of any matter in accordance with these Terms and Conditions, please see how to do this at clause 16.3.

2. Our Services

    1. The images of the Services as presented on the website are set out for illustrative purposes only. Although we have made every effort to display the same colours, type of questions asked and information given accurately, we cannot guarantee that your computer's display of the colours accurately reflect the exact colour of the Services and/or that the questions and information will be exactly the same. Your Services may vary slightly from those images.

3. **How we use your personal information:** We only use your personal information in accordance with our Privacy Policy. Please take the time to read our Privacy Policy, as it includes important Terms and Conditions which apply to you.

    1. Unless and until the GDPR is no longer directly applicable in the UK, the General Data Protection Regulation ((EU) 2016/679) and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK and then (ii) any successor legislation to the GDPR or the Data Protection Act 1998 will apply.

    2. Both you and we must comply with all applicable requirements of the Data Protection Legislation.

3. For the purpose of this agreement you agree to our processing the personal data you provide in accordance with our privacy policy ("Privacy Policy"). You warrant that any data you provide will be accurate and that if such data is not your own and that you are a data controller (for example if you are contracting as a business and providing the details of individuals) for the purpose of the Data Protection Legislation then you warrant that you have permission to process the personal data provided and that we are entitled to process the data on your behalf.

4. You warrant that you have read and agreed to our Privacy Policy and that you consent to our processing your data on this basis and that you further understand your rights and obligations under the Privacy Policy pursuant to the GDPR.

## 4. If you are a consumer (This clause 5 only applies if you are a consumer).

1. If you are acting as a consumer, you may only book Services from our site if you are at least 18 years old.

## 5. If you are a business customer (This clause 6 only applies if you are a business).

1. If you are not acting as a consumer, you confirm that you have sufficient authority to bind any business on whose behalf you use our site to book the Services.

2. These Terms and Conditions and any document expressly referred to in them constitutes the whole agreement between you and us and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between us, whether written or oral, relating to its subject matter.

3. You acknowledge and agree that in entering into this Agreement you do not rely on any statement, representation, or warranty (even if made innocently or negligently) that is not set out in these Terms and Conditions or any document expressly referred to in them or our Privacy Policy and General Terms & Conditions.

4. You and we agree that neither of us shall have any claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Agreement.

## 6. How the Agreement is formed between you and us

1. Our website pages will guide you through the various options for services you can book with us. Our booking process is carried out via telephone or email which allows you to check and amend any errors before finally submitting your service request to us.

2. After your service booking is placed, you will receive an email from us confirming the booking.

3. If we are unable to carry out the services requested, for example because there is no tradesmen availability, we will inform you of this by email and we will try to offer you an alternative day. If the Services have already been paid for, we will refund you the full amount.

## 7. Our right to modify these Terms and Conditions

1. We review and amend these Terms and Conditions from time to time. Please see the top of this page to see when these Terms and Conditions were last updated and which Terms and Conditions were varied.

2. Every time you order Services from us, the Terms and Conditions in effect at the time of your order will be the ones applicable to the Agreement between you and us.

3. We may review and vary these Terms and Conditions as they are applicable to your order from time to time to reflect

## 8. Events outside our control

1. We will not be liable or responsible for any failure to carry out the works, or delay in carrying out the works under an Agreement, that is caused by an Event Outside Our Control. An Event Outside Our Control is defined below in clause 15.2.

2. An **Event Outside Our Control** means any act or event beyond our reasonable control, including without limitation strikes, lockouts or other industrial action by third parties, 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, or failure of public or private telecommunications networks or impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport.

3. If an Event Outside Our Control takes place that affects the performance of our obligations under an Agreement:

    a. we will contact you as soon as reasonably possible to notify you; and

    b. our obligations under this Agreement will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control. Where the Event Outside Our Control affects our delivery of Services to you, we will arrange a new delivery date with you after the Event Outside Our Control is over.

4. You may cancel an Agreement affected by an Event Outside Our Control which has continued for more than 30 days. To cancel please contact us. If you opt to cancel, you will have to return (at our cost) any relevant Services you have already received and we will refund the price you have paid, including any delivery charges.

## 9. Other important Terms and Conditions

1. We may transfer our rights and obligations under this Agreement to another organisation, but this will not affect your rights or our obligations set out under these Terms and Conditions.

2. You may only transfer your rights or your obligations under these Terms and Conditions to another person if we agree to this in writing.

3. This Agreement is between you and us. No other person shall have any rights to enforce any of the Terms and Conditions contained in it, whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise.

4. Each of the paragraphs of these Terms and Conditions operates separately. If any court or relevant authority decides that any of them are unlawful or unenforceable, the remaining paragraphs will remain in full force and effect.

5. If we fail to insist that you perform any of your obligations under this Agreement, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.

6. **If you are a consumer**, please note that this Agreement is governed by English law. This means an Agreement for the book of Services through our site and any dispute or claim arising out of or in connection with it will be governed by English law. You and we both agree that the courts of England and Wales will have non-exclusive jurisdiction. However, if you are a resident of Scotland, you may also bring proceedings in Scotland and if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland.

7. If you are a business, any dispute or claim arising out of this Agreement or in connection with it or its subject matter or formation (including disputes or claims arising outside the ambit of this agreement) shall be governed by and construed in accordance with the law of England and Wales.

8. If you are a business, we both irrevocably agree that the courts of England and Wales will have exclusive jurisdiction to settle any dispute or claim which arises out of or in connection with this Agreement or its subject matter or formation (including disputes or claims arising outside the ambit of this agreement).