

# WEBSITE TRADING TERMS & CONDITIONS

This website, found under [www.beadneedz](http://www.beadneedz) URL, is operated by Barbara Bennett and Linda Baker. Please take a few minutes to review our Terms and Conditions which should be read carefully before purchasing from this on-line catalogue. This covers your complete order, including payment, delivery, and returns procedures. We will be pleased to clarify points you do not understand before placing an order. These Terms and Conditions are subject to change at any time, and it is your responsibility to check these Terms and Conditions each separate time you order products from this website.

References to “we”, “us”, “our” and “the Company” shall be deemed to be references to Beadneedz

References to “you”, and “your” shall be deemed to be references to the person placing an order via this website.

References to “contract” mean the contract for the sale of goods.

## 1. PLACING AN ORDER

By placing an order with us you will be deemed to have read, understood and agree to be bound by these Terms and Conditions, and you agree to comply with all applicable laws, rules and regulations. Your statutory rights are not affected.

By placing an order via this website you are making an offer to Beadneedz to purchase the goods detailed in your order upon the terms described in your order.

Price and availability of goods are subject to change without notice. A delivery charge will be added to your order value where appropriate, please see the [Delivery, Charges and Shipping](#).

## 2. ORDERING AND PAYMENT

The total cost of your order is the price of the products ordered inclusive of any taxes plus delivery. To be eligible to purchase products on this Website and lawfully enter into and form contracts on this Website under English law you must: -

- Register by providing your real name, phone number, e-mail address, payment details and other requested information
- Be over 18 years of age
- Stipulate a delivery address in the United Kingdom or European Union. Please note that PO box numbers, hotels and accommodation addresses are not acceptable

### **3. PAYMENT TERMS**

Full payment of the price and VAT by you, shall be made to us, upon the placing of an order for products. The prices on this website include UK Sales Tax (VAT).

When ordering, please inform us if there is a particular deadline we should know about or any special delivery instructions.

Make your selection on-line and use our secure ordering system.

Beadneedz accept on-line payment via PayPal where most major credit/debit cards are accepted.

All payments will be subject to validation checks and correct authorisations. If the issuer of your payment refuses to authorise payment to Paypal, we will not be liable for any delay or non-delivery.

The order will be dispatched as soon as it is available (see [Delivery, Charges and Shipping](#)).

### **4. ORDER CONFIRMATION**

When you place an order, we will require your name, e-mail address. Without this information we will not be able to process your request or notify you of acceptance of your order. A contact telephone number is also requested so that we may reach you if there is a problem with your order, or if your order requires a delivery quote. We may, unless you advise us otherwise, pass this information to our couriers or other agents in case they need to contact you directly to arrange the processing or delivery of your order.

It is a crime to use a false name or a known invalid credit card to order. Anyone caught wilfully entering an erroneous or fictitious order will be prosecuted to the fullest extent of the law. You must be eighteen years old or above to order from this website. If you do not qualify, please do not order from this website.

After you have placed an order online or directly with our Sales Team, we will send you an order confirmation email. If you do not receive a confirmation email within 24 hours of ordering please e-mail our customer service at **customerservice@beadneedz.co.uk**

If there are any problems with your order, you will be contacted by one of our Customer Services Representatives either by e-mail or by telephone.

### **5. AMENDMENTS**

If you have submitted your order and received your confirmation e-mail from Beadneedz you will not be able to amend your order.

### **6. COLOUR**

Colour reproduction is as accurate as possible. Beadneedz have taken every measure to provide accurate product images for each product for sale on the website. However, Internet browsers, monitor colour contrasts etc, mean that Beadneedz cannot be held responsible or liable for any colour discrepancies between the image and the actual product. Please note that any colours shown are to be considered an approximation and may slightly vary to the individual item. Please, therefore ensure that you check your colour choices carefully

## **7. MEASUREMENTS**

When ordering please check the measurements of the product as photographic images can be deceptive. Measurements have been provided with each individual item where appropriate.

## **8. PRODUCT INFORMATION**

Every care has been taken to ensure description and specifications are correct. In some circumstances products may vary slightly due to their manufacturing processes.

## **9. PRICES AND TAXES**

Beadneedz prices are in Great British Pounds Sterling (£ - GBP)

Orders include all UK Sales tax (VAT) at the current rates and are correct at the time of entering the information onto the system.

If your order is being dispatched to a destination outside the European Union (EU) then your sales tax will be zero.

If your order is being sent to a member state of the EU then the selling price will include VAT at the current rate. The current rate of VAT is 17.5%

Any customs or import duties levied once the shipment reaches your destination country will be your responsibility as we have no control over these charges and cannot predict them.

All prices exclude delivery charges. Please see the section under [Delivery, Charges and Shipping](#) for delivery charges.

Beadneedz reserves the right to change any advertised prices at any time. While we try and ensure that all prices on our website are accurate, errors may occur. If we discover an error in the price of goods you have ordered we will inform you as soon as possible and give you 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.

## **10. DELIVERY, CHARGES AND SHIPPING**

The prices of products on this website include UK Sales Tax (VAT) but do not include delivery charges. Delivery charges and approximate shipping times for the UK are listed against each individual item per sale.

We will send you a despatch e-mail once your item has been dispatched.

Postage for all orders is calculated by weight. The following chart gives an indication of the cost per weight group and should only be used as a guide. The prices quoted do not include the additional charges made for orders over £30.00 or any other mandatory insurances as specified in our Terms and Conditions.

Weight From	Weight To	Price UK	Europe R.O.W.	
1.00	85.00	£ 1.00	£1.40	£1.70
85.00	100.00	£ 1.50	£2.10	£2.55
100.00	235.00	£ 2.00	£2.80	£3.40
235.00	300.00	£ 2.30	£3.25	£3.95
300.00	485.00	£ 2.75	£3.85	£4.69
485.00	735.00	£ 3.00	£4.20	£5.10
735.00	985.00	£ 3.55	£4.97	£6.04
985.00	1235.00	£ 5.50	£7.70	£9.35
1235.00	1485.00	£ 7.00	£9.80	£11.90
1485.00	1735.00	£ 8.50	£11.90	£14.45
1735.00	1985.00	£ 10.00	£14.00	£17.00

**All orders over £30.00** automatically incur the following charges in addition to the postage weight charge:-

**UK** - £1.00 for recorded delivery – requires a signature on delivery. Once an order exceeds £40.00 the recorded delivery charge will be replaced by Next Day Special Delivery which is £3.50 and ensures a next day signed for delivery and covers goods up to the value of £500.00 in the event of loss.

**Europe and the Rest of the World** - £4.20 for International Airsure – does not require a signature on delivery but is tracked door to door. Once an order is in excess of £40.00 you will be charged £4.20 for Airsure + £2.00 for additional compensation as standard Airsure only covers up to the value of £34.00 in the event of loss, the extra £2.00 will ensure a compensation level of up to £500.00.

**All customers** are given the option to include a recorded, special delivery or international signed for service if so desired.

**All orders over £200.00 will be shipped by an insured service Free of Charge regardless of world location.**

We as the seller are not responsible for delivery times. Delivery times are provided by the carrier Royal Mail, excluding weekends and bank holidays, and may vary dramatically! All goods are sent using 1<sup>st</sup> Class Royal Mail services. If a parcel does go astray the courier will not consider them to be lost or missing until after the following time periods: (Working days are Monday – Friday)

<b>UK</b>	<b>Europe</b>	<b>Rest of the World</b>
15 Working days	25 Working days	30 Working days

At this time if your parcel has still not been received you will need to inform us in writing so that a claim can be made on your behalf to the courier for a refund.

### **DELIVERY TIMES**

We estimate to dispatch orders within two working days of full payment being received subject to Public Holidays or Postal Strikes..Once your order has been received by you, the completion of the contract between Beadneedz and you, takes place.

We cannot fulfil any obligations due to the following reasons:

- The product you ordered becoming unavailable
- Our inability to obtain authorisation for your payment
- The identification of a pricing or product description error
- Customers who fail to reach any order criteria set out in the Terms and Conditions

In the event of an item being unavailable customers will be offered an alternative or a full refund.

## **13. CANCELLATIONS, REFUNDS AND RETURNS POLICIES**

### **Cancellations & Refunds**

If you place an order with us via our website, or by e-mail, telephone, or letter, the Distance Selling Regulations Act 2000 gives you the right to cancel your order or by e-mail or fax **before** despatch has taken place, and we will refund the value of the goods purchased plus any delivery charges already taken.

If you are not entirely delighted with our products that you have chosen and wish to cancel an order **after** you have received it and we have received your notification in writing or by e-mail or fax, no later than seven days after delivery, then we will be more than happy to give you a refund of your order value less the original delivery charge to you, once the products have been received back in our dispatch office in their original condition (for UK mainland only). We will refund your original delivery charge when a product is faulty or damaged, but not when a product is simply unwanted.

You have an obligation to take reasonable care of goods you intend to return and not to use them while awaiting their collection. All returned items should be returned complete, in perfect condition. If the item is not resalable as new when received by us, we reserve the right not to issue a refund. Once the goods have arrived back with us, and we have

checked that they are in the same condition as when originally dispatched, we will refund the original purchaser. You will receive the refund no later than 30 days after our receipt of your notification to return.

This does not affect your statutory rights. You need to be aware that you are liable for their damage or loss pending their arrival with us.

When returning items you are strongly recommended to obtain proof of return from the courier. We cannot accept responsibility for products lost in transit.

Please note that this right of cancellation or return does NOT apply to items ordered to your particular specification in regard to non-standard sizes, finishes, or colours. These 'BESPOKE' items are FINAL orders and cannot be cancelled once the order is placed and refunds CANNOT be given. Please select the 'BESPOKE' items carefully before placing your order. Keep in mind that the colours, textures and patterns may vary from what you see on your monitor.

Under very unusual and rare circumstances we may refund you for BESPOKE orders but there will be a handling charge of 10% of the total to cover all our costs.

We will not issue refunds for the return of certain items, including:

- Any item that is returned more than 7 days after the date of receipt of order
- Any purchase that has obvious signs of use
- Any item that is not in its original condition, is damaged, or is missing parts

#### **14. RETURNS DUE TO DAMAGE**

Members of our own staff individually inspect all goods before shipment. Please check all items on receipt. If packaging looks damaged do not sign for the goods without checking the product. If the product is damaged you must **REFUSE** delivery and mark the docket **DAMAGED**. Please phone us immediately on +44 (0) 1923 606300 We can then arrange to order you a replacement and lodge a claim with the carrier. When this happens the carrier will usually collect the damaged item while simultaneously delivering the replacement unless otherwise agreed between you and the Company. Goods rarely arrive damaged but a speedy action helps all parties to sort the problem out without delay. The item will then be returned directly to the Company and we will arrange for a replacement.

In the event of shipment damage not reasonably evident at the point of delivery the Company will still accept the return and replace the item provided, subject to the following: -

- The buyer notifies the Company within 24 hours of the recorded time of delivery
- With Photographic evidence

- The item is repackaged in its original packaging and wrapping and sent back by return post

The Company will provide a replacement at no cost whatsoever provided all conditions are fully satisfied. .

Please contact us if you have any issue requiring further clarification before placing an order.

We try to provide you with as much information as possible on our website. We invite you to contact us by e-mail with any questions or for further information.

## **15. CLEARANCE STOCK**

When items are in our occasional Clearance category please note that they are not eligible for a refund, as they are sold at reduced prices.

## **16. MANUFACTURERS & SUPPLIER GUARANTEES**

We will deal with any guarantee claims within this period in association with our suppliers and reserve the right to inspect an item in situ before agreeing to a refund or replacement. All reasonable and justifiable claims are readily accepted. To claim under the terms of the guarantee the buyer must e-mail the Company advising us of the defect and you will be given a RAN number. Do not attempt to return the goods before a RAN number has been issued.

The guarantee does not cover the following:

- Beadneedz merchandise exposed to harsh or acidic cleaning agents or abrasives.
- In respect of colours and shades of fabrics it is virtually impossible to be 100% accurate as these vary on different monitors.
- Any defect due to unauthorised repair or modification or due to mishandling or to transit damage not reported to the Company immediately upon receipt of the shipment, which is to be within 24 hours of delivery.
- Any defect due to a fall, fire, shock, flood, natural disasters, environmental pollution or irregular power surges, improper storage in conditions of excessive humidity or temperatures.
- The sole liability of the Company under the guarantee shall be limited to replacing or repairing the defective part and any liability for any indirect or consequential loss or damage of any kind suffered or incurred by the customer due to a defect caused to any other accessories or equipment used with this product or any loss as a result from the delay in repairs is excluded.

## **17. PRIVACY STATEMENT AND HYPERLINKS**

At Beadneedz we take privacy very seriously and are committed to not supplying or selling any personal information to any third party for mailing or marketing purposes. We will not use your details in any marketing strategy without your consent. We conform fully to the requirements of the Data Protection Act 1998. We use your information to process your order; we give delivery details to our couriers and process your payment through secure banking facilities.

As part of our efforts to ensure that you are aware of the latest developments and offers, we may also use this information to advise you of new products, special offers or changes to our site. If you would rather not receive this information, please send an e-mail to [customerservices@beadneedz.co.uk](mailto:customerservices@beadneedz.co.uk)

We may provide hyperlinks from our website to websites of our suppliers or other third parties. Please note that this privacy statement applies only to the contents of this site and not to those sites to which we may provide hyperlinks that are not affiliated to Beadneedz. Beadneedz takes no responsibility for the policies, practices or content of these sites. Any links featured on this site, or links which may act as a portal to our site, have been included for your convenience only.

You should be aware that if we are requested by the police or any other regulatory or government authority investigating suspected illegal activities to provide your personal information and/or user information, we are entitled to do so.

If you no longer wish to receive emails from Beadneedz then please follow the link at the bottom of the received email.

## **18. USE OF THE WEBSITE**

You warrant that: The personal information which you are required to provide when you register as a customer is true, accurate, current and complete

You agree not to impersonate any other person or entity or to use a false name or a name that you are not authorised to use.

Beadneedz reserves the right to terminate our agreement with you and to suspend or terminate your access to the site immediately and without notice to you if: -

- You fail to make payment to us when due
- You breach any of our terms and conditions
- When requested by us to do so, you fail to provide within a reasonable time frame, sufficient information to enable us to determine the accuracy and validity of any information supplied by you, or your identity

- We suspect you have engaged, or are about to engage, or have a way of being involved in fraudulent or illegal activity towards Beadneedz via their website [www.beadneedz.co.uk](http://www.beadneedz.co.uk) or the Company's offices.

## **19. OUR RIGHTS**

We reserve the right to withdraw from the sale of any items, which are no longer available, may have been incorrectly advertised, or for any other stated reason which will be given upon cancelling your order. We reserve the right to withdraw offers and discounts at any time and at our discretion. We reserve the right to withdraw any products from the website at any time and/or remove or edit any materials or content on this website. This will be without liability to you. Beadneedz reserves the right to refuse the supply of goods at its discretion

## **20. LAW AND JURISDICTION**

This contract is subject to the law of England and Wales. All disputes arising out of this contract shall be subject to the exclusive jurisdiction of the courts of England and Wales.

Those who access the site from other locations are responsible for compliance with their local laws and taxes as applicable. Any disputes not resolved by normal complaints procedure will be resolved exclusively in the courts of England and Wales under English law.

## **21. DISCLAIMER**

Beadneedz does not seek to exclude or limit liability for death or personal injury arising from its negligence or that of its members, agents, directors or employees or for any fraudulent misrepresentations.

To the fullest extent permitted by law and save as provided above, neither Beadneedz nor any associate company shall be liable to you by reason of any representation, or any implied warranty, condition or other term, or any duty at common law, or under the express terms of the contract, or in negligence (whether on the part of beadneedz or any of its members, agents, directors, employees or otherwise) for any indirect special or consequential loss or damage (including but not limited to loss of profit or loss of saving), costs, expenses or other claims for compensation whatsoever which arise out of or in connection with the use of the website, the supply of the products or their use or resale by you.

The limitations of liability in these conditions shall apply equally for the benefit of Barbara Bennett/Linda Baker/Beadneedz and any other associated company of Beadneedz as if reference to Beadneedz included references to each such associated company.

While Beadneedz takes all reasonable steps to ensure a fast and reliable service, it does not guarantee that your use of this website will be interruption or error free and will not be responsible for any disruption, loss of or corruption of any material in transit, or loss of or corruption of material or data when downloaded onto any computer system.

The entire liability of Beadneedz under or in connection with any contract for any products to which these conditions apply shall not exceed the price of the products, except as expressly provided in these conditions.

Beadneedz will not be liable to you or be deemed to be in breach of these terms and conditions or any other contract with you by reason of any delay in performing, or any failure to perform, any of its obligations in relation to the products ordered by you if the delay or failure was due to any cause beyond its reasonable control

Beadneedz may assign or transfer any of its rights or sub contract any of its obligations under these terms and conditions to any third party. You may not assign or transfer any of your rights or sub contract any of your obligations under these terms and conditions except with the specific permission in writing of Beadneedz

No person who is not a party to these terms and conditions shall have any right to enforce any term under the contracts (Rights of Third Parties) Act 1999. Nothing in these conditions is intended nor shall affect any of your statutory rights that may not be legally excluded.

## **22. OVERALL**

These terms and conditions are subject to change at any time without prior notice to you.

For any further details about our disclaimer or privacy policies please e-mail us at [customerservices@beadneedz.co.uk](mailto:customerservices@beadneedz.co.uk)

## **23. CONDITIONS OF USE – COPYRIGHT AND TRADEMARKS**

In accessing beadneedz web pages, you agree that you may only download the content for your own individual and non-commercial use. You may save and print individual items included on the site. However, this must be for your personal, non-commercial use only.

You may also send selected individual items to other users of the site or your friends provided that they only use them for their own personal, non-commercial use. Any other onward distribution or further publication is prohibited. You are not permitted to copy, broadcast, download, store (in any medium) transmit, show or play in public, adapt or change in any way the content of the [beadneedz.co.uk](http://beadneedz.co.uk) web pages for any other purpose whatsoever without the prior permission of Barbara Bennett/Linda Baker/[Beadneedz.co.uk](http://Beadneedz.co.uk)

## **24. CUSTOMER SERVICE**

Beadneedz aim to provide you with the best possible customer service. However, if you are unhappy with our service for any reason, we will respond to every customer complaint within three working days of the complaint being made, either by telephone or e-mail. Please contact our customer services by e-mail at [customerservices@beadneedz.co.uk](mailto:customerservices@beadneedz.co.uk) or by phone on +44(0) 1923 606300

In the unlikely event of a complaint we will endeavour to resolve the matter as quickly as possible, to keep you informed at all times and to act in a fair and reasonable manner. You and the Company agree to the Contract of Supply and sale to be within the Terms of English Law and your statutory rights as a consumer be under the jurisdiction of English Law Courts.

## **25. COMPANY CONTACT DETAILS**

Beadneedz is a company operated by Barbara Bennett/Linda Baker. We are a UK business importing and selling brand new Beads/Crystals and beading accessories

Our website address is: [www.beadneedz.co.uk](http://www.beadneedz.co.uk)

We pride ourselves on our customer service. If you have a query, complaint or any feedback about our service, at any time of your order, please don't hesitate to contact us, anytime on +44 (0)1923 606300, via e-mail at [customerservices@beadneedz.co.uk](mailto:customerservices@beadneedz.co.uk)

Should you remain in any doubt regarding our Terms and Conditions please e-mail the Company before ordering.