

1. Contact

1. You may contact us to request our Services via email chat@sourcebaboosh.com or telephone at +447921339426
2. Your request for our Services is only accepted by us when we so agree through order request on our app, in writing by email or messaging through our app. At the time we accept your request for Services, we will notify you of any special conditions that may apply and it is at this point a binding contract will be formed between you and us for the Service and any products requested. The contract between us will be formed of the contents of our app/email/telephone exchange, any other relevant documents or confirmations that we send to you (including invoices) and these terms and conditions. Although these terms and conditions and any resulting contract between us for our Services are in English, unless specifically stated otherwise.
3. During the request for Services process we will let you know when we will provide our Services to you and the applicable Baboosh sourcing fees.
4. We may refuse to provide all or any of our Services to you at any time at our sole discretion.
5. We will not be liable to you (or deemed to be in breach of our contract with you) if our supply of Services is delayed by an event outside our reasonable control. If we consider that we are or may be unable to supply our Services to you within a reasonable time (or at all) we will notify you and either you or we can cancel the contract in which case we will refund you any sums you may have already paid us for the Services we have been unable to deliver.

2. Fees and payments

1. When we accept your request and provide you with an order through our app, we require you to use our secure payment portal to secure the items we have procured. Please note, until payment has been made, no order is guaranteed.
2. All card payments are subject to authorisation by your card issuer. We will inform you when taking your request if we do not accept the payment card you wish to use.

3. You authorise us to debit your payment card in relation to the following payments:

- (a) any payments that you have agreed to make for our Services; and
- (b) where we have notified you of the relevant fees in advance (and that the fees apply), for our stylist's time.

You are fully liable to us in relation to all such fees. Our fee for the Services will be the fees quoted to you during the request for Services process and will be in the currency specified at that time. The payment portal will be requested for the price of the Services (including the price of any product(s) you may have decided to order) when we have located the products that you have requested, but before the order for the products has been placed.

4. You acknowledge and agree that we use "Stripe" (a PCI Service Provider Level 1 certificated platform) to process and store your payment card details. Please note that our checkout process with Stripe is served over SSL (Secure Sockets Layer), which means that sensitive card details never touch our servers. Nevertheless, although we take every reasonable precaution to protect sensitive client data, you should be careful to make your payments from secure devices and using a secure network. Baboosh cannot be held responsible for any data breach if payment is made from a device that has been compromised by a virus or malware, or over a network that is not secure.
5. For larger payments we may request that you pay by International BACS transfer and this can be arranged with your bank directly.
6. If you do not make any payment to us when it is due, we may end the contract between you and us at any time by writing to you.
7. We make every effort to ensure that we inform you of the correct prices of the products available to buy using our Services. However, if we discover an error in the price of the products you have ordered before they are delivered to you, we will contact you to inform you of this error and we will give you the option of continuing to purchase the product at the correct price or cancelling your order. If we are unable to contact you, we will treat the order as cancelled and notify you accordingly.
8. Please note that if a pricing error is obvious and unmistakable and could have reasonably been recognised by you as a mispricing, we do not have to provide the products to you at the incorrect (lower) price.
9. If you purchase any products via us, sections 3 and 4 below will apply.

3. Purchasing Products

1. We may refuse to process or accept a transaction for products for any reason at our sole discretion. We reserve the right not to accept your order for products in the event that we do not receive full payment of any requested product's price and our fees or if the product is out of stock.
2. Once you have paid the invoice, we will send you a confirmation of your order. The invoice and/or the confirmation shall include a brief description of the products ordered.
3. Delivery costs and (if applicable) import taxes/duties are not included in the prices for the products. The delivery costs and/or import taxes/duties applicable to your order will vary depending on matters including the identity of whom the products are being ordered, the type and quantity of products you have ordered, the country of despatch, the delivery address, country, and/or the delivery method.
4. We source products from our luxury brands and partners around the globe. Prices are determined by sourcing location, therefore the price of the same item may vary depending on your location and where we bought the item from.
5. In order to process your order, we may need to share your personal data and delivery details that are related to such order with the relevant Retailers. The personal data and delivery details you provide to us will be collected, stored and processed in accordance with our Privacy Policy and in accordance with the privacy policies of the relevant Retailers.
6. The products become your responsibility from the time they are delivered to you to the address you gave us, or you (or a carrier organised by you) collect them from us.

4. Cancellation, Returns and exchanges

1. **CANCELLING OUR SERVICES.** Provided we have not started working on your request for our Services you have 14 days (starting on the date after the date that we confirm our acceptance of your order) to cancel the request for our Services.

However if you want us to start working on your request for our Services within this time period then as we procure items specifically to order, if you subsequently choose to cancel you may still be obliged to pay some or all of our fees and for the relevant products ordered.

CANCELLATION OF PRODUCT ORDERS.

We cannot accept any returns or issue any refunds for any products you have ordered through the Baboosh app.

The only time a refund will be considered is if a mistake on the order is made by a member of the Baboosh team. In this case, please message us directly through your profile page on the app and we will get back to you about refunding your account.

Your statutory rights are unaffected.

5. Product descriptions

1. The details, images and descriptions of the products that we give to you when we provide the Services or when we issue you with a preliminary invoice are provided to us by the Retailers. All efforts are made to ensure that such details, images, descriptions and prices are accurate, however your product may vary slightly from the images and descriptions provided. All product measurements are approximate only and the packaging of the products may vary from that shown in images on our website. In particular, you acknowledge that:
 - (a) some items of jewellery and leather goods are handmade and slight variations in construction and decoration are normal;
 - (b) gemstone and leather materials are natural and therefore each product is unique; and
 - (c) no guarantees can be made as to any product's consistency.
2. We cannot give any undertaking that products you purchase from Retailers through us will be of satisfactory quality, and this and any other such warranties (whether express or implied) are disclaimed by us absolutely to the fullest extent permitted by law.
3. You should always read the labels, warnings and instructions provided on or with the products before using them and not rely solely on the information on our or any retailer website. This does not affect your legal rights.

4. As some of the products we procure come directly from retailers, if when items are checked at Baboosh HQ we notice any flaws or any items not as described, we will contact the retailer and ask for an exchange. In circumstances where this is not possible we will request a refund from the retailer and also contact you to inform you of the situation and offer a refund.
5. Please note that products (and in particular fine jewellery, leather goods and luxury items) tend to be delicate and must be cared for properly. You should carefully follow the care guidelines that come with the relevant product as once an item has been delivered to you, it is solely your responsibility to look after.

6. Responsibility

Our responsibility for loss or damage suffered by you:

1. If we fail to comply with these terms and conditions, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking our contract with you or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the request process. We are also not responsible for any loss or damage that arises from:
 - (a) inaccurate, incorrect or incomplete information provided by you;
 - (b) your fault; or
 - (c) any alterations that are made to a product at your request (even if the person carrying out the alteration was introduced to you by us).
2. You acknowledge and agree that you shall use your own skill and judgment as to value, quality and suitability of any Services or products that we recommend, provide or make available to you.

7. General terms

1. We may vary these terms and conditions from time to time. By requesting Services and or products from us, you agree to comply with, and be bound by, the version of the terms and conditions notified to you

(or, if no version of the terms and conditions is notified to you, the version set out on our website) at the relevant time.

2. Each paragraph (and sub-paragraph) of these terms and conditions operates separately. If any court or competent authority decides that any of them are unlawful or unenforceable, the remaining paragraphs (or sub-paragraphs) will remain in full force and effect.
3. This contract is between you the customer and us the company. No other person shall have any rights to enforce any of its terms.
4. We may transfer our rights and obligations under any contract with you to another organisation. We will tell you in writing if this happens. You must not transfer any of your rights and obligations under any contract unless we agree.
5. If we do not insist that you perform any of your obligations, or where we do not enforce or delay enforcing our rights, that will not mean that we have waived our rights nor 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. These terms and conditions, their subject matter and their formation, are governed by English law. You and we both agree that the courts of England and Wales will have non-exclusive jurisdiction.

If ever you have any question, or if any problem with our Services provided or the products purchased may arise, please reach out to us by email at chat@sourcebaboosh.com or by telephone on +44 7921 339 426.

Our company details are as follows: Baboosh Ltd, a company registered in England and Wales with company registration number 12940343 and with our registered office at 20 Market Sreet, Altrincham, WA14 1PF, UNITED KINGDOM.