

United Kingdom

GENERAL CONDITIONS OF DISTANCE
SELLING OF CHAUMET ITEMS
* (NOT APPLICABLE TO SALES IN STORE)

1. Introduction
2. Scope of application of these terms
3. Who we are
4. Information about the items
5. Item orders
6. Special conditions for personalised items
7. Price of items
8. Payment conditions
9. Delivery
10. If you change your mind and want to cancel your order
11. Exchange
12. Warranty and faulty items
13. Getting in touch with
14. Our rights to end this contract
15. Protecting your personal data
16. Intellectual property rights
17. Our responsibility for loss or damage suffered by you
18. Applicable law and disputes
19. Other important terms

1. Introduction

Chaumet (London) Ltd (**Chaumet**) offers items for sale to consumers in the UK.

Chaumet offers its products for sale through its network of stores. Alongside this, we offer some of our products for sale by telephone or email: this is called our **Distance Selling Service**.

The list of Chaumet items available as part of the Distance Selling Service may be viewed on the www.chaumet.com/en website.

The use of the Distance Selling Service is reserved for consumers only. If you are a trade or business buyer, please contact information@chaumet.com for more information.

2. Scope of application of these terms

These are the terms and conditions on which we supply our products to UK customers by telephone or by email.

Please read these terms carefully before you submit your order to us. These terms tell you who we are, how we will provide products to you, how you and we may change or end the contract, what to do if there is a problem and other important information.

3. Who we are

We are Chaumet (London) Ltd, a company registered in England and Wales. Our company registration number is 02843377. Our registered office is at 15th Floor 6 Bevis Marks, Bury Court, London, United Kingdom, EC3A 7BA. Our VAT number is GB645443239.

4. Information about the items

Information about all of Chaumet items that are available through the Distance Selling Service by Chaumet is available in all Chaumet stores as well as on the www.chaumet.com/en website.

5. Item orders

You can make an enquiry about or place an order for an item through the Chaumet Distance Selling Service by either:

- telephoning + +44 20 3917 6250 (cost of a local call),
- via the automatic call-back function at Chaumet's expense implemented on the chaumet.com/en website from Monday to Saturday, except on public holidays; or
- sending an email to shopuk@chaumet.com

The customer retains responsibility for the telecommunications expenses when accessing the internet using the www.chaumet.com/en website.

The photographs, graphics and descriptions of the products offered for sale are indicative only and are not binding on Chaumet. Although we have made every effort to display the colours accurately, we cannot guarantee that a device's display of the colours accurately reflects the colour of the items. Your item may vary slightly from those images. The packaging of the items may also vary from that shown in any images on our website. Customers are able to obtain additional information by contacting the Chaumet Distance Selling Service by telephone or by e-mail.

Through the Distance Selling Service, you can discuss the items with a Chaumet sales associate, and check your details, the details of your order and its total price, and correct any errors prior to submitting your order to us.

We shall only accept your order once payment of the order in full has been received by us. We shall then send you confirmation of the order, stating shipment of the items. At this point a contract will come into existence between you and us.

Chaumet shall be entitled to refuse an order for any reason, including if we consider that it is abnormal or placed in bad faith, or if there is a dispute regarding payment of a previous order. If Chaumet is unable to accept your order because the product is out of stock, because of unexpected limits on our resources which we could not reasonably plan for, because we have identified an error in the price or description of the product or because we are unable to meet a delivery deadline we will inform you and you will not be charged.

We cannot make any changes to your order once it has been shipped.

6. Special conditions for personalised items

Chaumet offers personalisation of certain products including engraving, and adjustment to size of a wrist watch or jewellery item. These special conditions apply to all sales of personalised items as a part of the Distance Selling Service. All of the other provisions of these terms and conditions of sale shall remain applicable.

6.1. Order Procedure

The order of personalised items is placed in accordance with the provisions of Article 5 above.

By personalised items, Chaumet means any item that has been modified to better meet a customer's requirements. Personalisation may include, but is not limited to:

- Item on which an engraving has been made
- Ring which has been adjusted to size
- Bracelet or necklace whose length has been modified
- Watch strap whose length has been modified, either by removal of links for steel or gold bracelets or by cutting the strap for rubber wrist straps.

The description of changes to be made to the items shall be detailed in writing (including via email) by Chaumet's Distance Selling Service. Changes shall only be made to the items once the customer's explicit acceptance has been given by the customer in writing (including via email)..

A deposit may be required to make an order for a personalised item in accordance with Article 8.

6.2. Returns and Exchange of Personalised items

On account of their distinct personalised character, personalised items cannot be returned, refunded or exchanged unless they are faulty. Consequently, Articles 10 and 11 of these terms and conditions do not apply to personalised items, whatever the personalisation service used. Notwithstanding the foregoing, the customer continues to benefit from the guarantees set out in Article 11 of these terms and conditions.

7. Price of items

The price of the items is stated in pounds sterling, including all domestic taxes, unless expressly agreed otherwise when placing the order by telephone or email with the Distance Selling Service.

Domestic delivery costs within the UK are offered to customers.

For orders delivered outside the UK, including the Channel Islands, delivery costs will be communicated on a case-by-case basis.

If we accept and process your order where a pricing error is obvious and unmistakeable and could reasonably have been recognised by you as a mispricing, we may end the contract, refund you any sums you have paid and require the return of any products provided to you.

8. Payment conditions

A sale is confirmed only once payment has been received by Chaumet. Payment can be made by way of a secured payment link emailed to the customer, or by bank transfer. The following network payment cards are accepted: Visa, Eurocard/Mastercard, American Express, Alipay, Union Pay.

Chaumet reserves the right to require the payment of a deposit to reserve any item or the items for the customer. Indeed, certain articles available for sale by telephone or email are unique pieces, limited series or personalised items. Therefore a customer who wishes to acquire this type of item shall have to confirm their order by means of the payment of a deposit equivalent to at least 20% of the total amount of the order.

You will own the items once we have received payment in full.

9. Delivery

Subject to the provisions of the paragraph below, the delivery of the items may be made only to the customer's permanent home, except by express agreement given by Chaumet Distance Selling Service in writing. Delivery cannot be made to hotels, business addresses or post-office boxes.

You may also have the items delivered to a natural person of your choice as part of the Gift Service offered by Chaumet.

If no one is available at your address to take delivery you will be contacted either by the Chaumet Distant Selling team or an agent from the delivery company to arrange for a re-delivery date.

Chaumet or its nominated delivery service will deliver the items to you. Delivery dates and times are estimates only and may be delayed during busy periods or for other reasons.

If our delivery of the products is delayed beyond 30 days of the due date by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event, but if there is a risk of substantial delay you may contact us to end the contract and receive a refund for any products you have paid for but not received.

10. If you change your mind and want to cancel

Unless you have ordered personalised items, you can change your mind and cancel your order within fourteen (14) days following the delivery date.

Prior to sending the package back, we ask you to get in touch the Chaumet Distant Selling Service who will send you a return form and pre-paid shipping label (for returns from within the UK) and guide you through the return process. For returns from outside the UK, including from the Channel Islands, return costs will be communicated on a case-by-case basis and may be paid directly by you.

The items must be returned to us in their original packaging, complete (boxes, accessories, protective materials, booklet, warranty) and accompanied by a completed return order form and a copy of the invoice to the following address: Chaumet London New Bond Street 174 New Bond Street London W1S 4RG. Chaumet will acknowledge receipt of the items by email upon arrival.

The refund of the returned items at the invoiced price shall be made, according to the payment method for the items, by credit of the customer's bank account corresponding to the credit card used for the payment or by transfer to the customer's bank account, within thirty days following receipt by Chaumet of the returned items.

When using the Gift Service, the right to cancel must be exercised by the customer and cannot be exercised by the recipient of the gift.

Returned items which are incomplete, damaged, spoiled, soiled or in any other condition in which we reasonably think that the product has been used or worn, shall neither be refunded nor exchanged and shall be returned to you by post.

11. Exchange

Unless you have ordered personalised items, Chaumet wishes to offer its customers the possibility of exchanging items delivered according to the conditions described below.

The customer may, at his choice, within thirty (30) days following the delivery date:

- Make an exchange through the Distance Selling Service. In this case, the customer may call or email the Distance Selling Service and shall have to return the delivered items in their original packaging, complete (boxes, accessories, protective materials, booklet, warranty) and accompanied by a completed return order form and a copy of the invoice, to the following address: Chaumet London New Bond Street 174 New Bond Street London W1S 4RG, using the shipping label sent by the our Distance Selling Service Team.

Return costs and new delivery costs within the UK are offered to customers for up to one (1) exchange per order. For returns and exchanges from outside the UK, including from the Channel Islands, return and new delivery costs will be communicated on a case-by-case basis.

It is the customer's responsibility to keep a proof of return postage.

Any new delivery may be made only once Chaumet has received the items returned by the customer.

- Go in person to the Chaume store at 174 New Bond St, London W1S 4RG, with the delivered items in their original packaging, complete (boxes, accessories, booklet, warranty) and a copy of the invoice in order to perform the exchange.

Regardless of the option chosen, returned items which are incomplete, damaged, spoiled, soiled or in any other condition in which we reasonably think that the product has been used or worn, shall neither be refunded nor exchanged and shall be returned by post in the case of an exchange at distance.

In case of an exchange of items, the initial sale contract shall be rescinded. The payment of the new sale shall be made by offsetting it with the amount of the previous sale, it being understood that any overpayment shall give rise to the issuance of a credit note to the customer's benefit.

In the event of an exchange of items via the Distance Selling Service, the new sale shall be subject to these General Conditions of Sale.

12. Warranty and faulty items

As well as any specific warranty conditions applicable to an item that are communicated you with the delivered item, Chaumet items are subject to the warranty conditions laid down by the law. If you think your items are faulty, misdescribed or are not what you ordered, please get in touch with the Chaumet Distance Selling Service by telephone or email and return the items in question to us. We will pay the costs of postage.

During the expected lifespan of your product your legal rights entitle you to the following:

Up to 30 days: if your products are faulty, then you can get an immediate refund.

Up to six months: if your products cannot be repaired or replaced, then you're entitled to a full refund, in most cases.

Up to six years: if your products do not last a reasonable length of time you may be entitled to some money back.

13. Getting in touch with us

For any information, claim or question relating to these terms and conditions of sale or the items themselves, please contact Chaumet Distance Selling Service by telephone: +44 20 3917 6250, or by e-mail: shopuk@chaumet.com, stating, if relevant, information relating to your order.

We may contact you at the telephone number or email address you give us as a part of your order.

14. Our rights to end this contract

We may end the contract for a product at any time by writing to you if you do not make any payment to us when it is due and you still do not make payment within 7 days of us reminding you that payment is due. Any deposit will be refunded. We may also end the contract by writing to you if you do not, within a reasonable time, allow us or our nominated parcel delivery service to deliver the products to you or collect them from us.

15. Protection of your personal data

Personal Data may be processed by CHAUMET as a part of the Distance Selling Service.

Consequently, CHAUMET will be subject to the obligations provided by the applicable regulation on the protection of Personal Data, in particular the GDPR and the UK GDPR. For more information on the practices of CHAUMET with regards to personal data protection, you can click on <https://www.chaumet.com/en/privacy-policy>.

16. Intellectual property rights

The “Chaumet” trade mark, as well as all the figurative trade marks or otherwise and more generally all other trade marks, illustrations, images and logotypes shown on our website, on any Chaumet items, their accessories or their packaging, whether or not they are registered, are and shall remain the exclusive property of Chaumet. Any total or partial reproduction, modification or use of these trade marks, illustrations, images, and logos, for any reason and on any media, without Chaumet’s prior and express consent, is strictly prohibited. This is also the case for any combination or conjunction with any other trade mark, symbol, logotype and more generally any distinctive sign intended to form a composite logo. This shall also be the case for all copyright, designs and models and, patents which belong to Chaumet.

17. Our responsibility for loss or damage suffered by you

If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract 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 sales process.

We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the products; and for defective products under the Consumer Protection Act 1987.

We are not liable for business losses. We only supply the products for domestic and private use. If you use the products for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

18. Applicable law and disputes

These General Terms and Conditions of Sale are governed by and subject to English law and you can bring legal proceedings in respect of the products in the English courts. If you live in Scotland you can bring legal proceedings in respect of the products in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the products in either the Northern Irish or the English courts.

19. Other important terms

We may transfer our rights and obligations under these terms to another organisation.

If a court finds part of this contract illegal, the rest will continue in force. Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

Even if we delay in enforcing this contract, we can still enforce it later. If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date.

Latest Update: September 2021