

Terms & Conditions

If you continue to browse and use this website, you are agreeing to comply with and be bound by the following terms and conditions of use, which together with our privacy policy govern BEOBIA's relationship with you in relation to this website. If you disagree with any part of these terms and conditions, please do not use our website.

Company Information

The term 'BEOBIA' or 'us' or 'we' refers to BeoBia Ltd, the owner of the website www.beobia.com [the 'Website'], whose registered company address is:

BeoBia Ltd, Durfold Place, Mayes Lane, Horsham RH12 3SG.

Registered in England & Wales no.11921226

Our contact email address is: thomas@beobia.com

1. Use of the Website

The use of this website is subject to the following terms of use. The content of the pages of this website is for your general information and use only. It is subject to change without notice. Neither we nor any third parties provide any warranty or guarantee as to the accuracy, timeliness, performance, completeness or suitability of the information and materials found or offered on this website for any particular purpose. You acknowledge that such information and materials may contain inaccuracies or errors and we expressly exclude liability for any such inaccuracies or errors to the fullest extent permitted by law. Your use of any information or materials on this website is entirely at your own risk, for which we shall not be liable. It shall be your own responsibility to ensure that any products, services or information available through this website meet your specific requirements. This website contains material which is owned by or licensed to us. This material includes, but is not limited to, the design, layout, look, appearance and graphics. Reproduction is prohibited other than in accordance with the copyright notice, which forms part of these terms and conditions. All trademarks reproduced in this website, which are not the property of, or licensed to the operator, are acknowledged on the website. Unauthorised use of this website may give rise to a claim for damages and/or be a criminal offence. From time to time, this website may also include links to other websites. These links are provided for your convenience to provide further information. They do not signify that we endorse the website(s). We have no responsibility for the content of the linked website(s). Your use of this website and any dispute arising out of such use of the website is subject to the laws of England and Wales.

2. International Customers

If Goods are being ordered from outside the UK (BEOBIA's country of residence), import duties and taxes may be incurred once your Goods reach their destination. BEOBIA is not responsible for these charges and we undertake to make no calculations or estimates in this regard. If you are buying internationally, you are advised to contact your local customs authorities for further details on costs and procedures. As the purchaser of the Goods, you will also be the importer of record and as such should ensure that your purchase is in full compliance with the laws of the country into which the Goods are being imported. Please be aware that Goods may be inspected on arrival at port for customs purposes and BEOBIA cannot guarantee that the packaging of your Goods will be free of signs of tampering.

4. Intellectual Property

4.1 Subject to the exceptions in Clause 5 of these Terms and Conditions, all content included on the Website is the property of BEOBIA, our affiliates or other relevant third parties. By continuing to use the Website you acknowledge that such material is protected by applicable United Kingdom intellectual property law and international intellectual property laws and other laws.

4.2 Subject to Clause 10 you may not reproduce, copy, distribute, store or in any other fashion re-use material from the Website unless otherwise indicated on the Website or unless given express written permission to do so by BEOBIA.

5. Third Party Intellectual Property

5.1 Unless otherwise expressly indicated, all Intellectual Property rights including, but not limited to, Copyright and Trademarks, in product images and descriptions belong to the manufacturers or distributors of such products as may be applicable.

5.2 Subject to Clause 6 you may not reproduce, copy, distribute, store or in any other fashion re-use such material unless otherwise indicated on the Website or unless given express written permission to do so by the relevant manufacturer or supplier.

6. Fair Use of Intellectual Property

Material from the Website may be re-used without written permission where any of the exceptions detailed in Chapter III of the Copyright, Designs and Patents Act of 1988 apply, or where written permission has been obtained from BEOBIA, Ltd.

7. Links to Other Websites

This Website may contain links to other websites. Unless expressly stated, these websites are not under the control of BEOBIA or that of our affiliates. We assume no responsibility for the content of such websites and disclaim liability for any and all forms of loss or damage arising out of the use of them. The inclusion of a link to another website on this Website does not imply any endorsement of the websites themselves or of those in control of them.

8. Accounts

In order to purchase Goods on this Website, you are required to create an account that will contain certain personal details and Payment Information which may vary based upon your use of the Website as we may not require payment information until you wish to make a purchase. We will only use any information collected from you in accordance with the Data Protection Act of 1998. BEOBIA will not sell or pass on any personal data to any third party unless obliged to do so by UK government authorities or by order of a court of competent jurisdiction. We may send you email newsletters with the latest offers or products. You can opt-out of receiving these by using the unsubscribe link in each such email.

9. Termination and Cancellation

9.1 Either BEOBIA or you may terminate your Account. If BEOBIA terminates your Account, you will be notified by email and an explanation for the termination generally will be provided. Notwithstanding the foregoing, we reserve the right to terminate accounts without giving reasons for doing so.

9.2 If BEOBIA terminates your Account, any current or pending purchases on your Account will not be cancelled and will be dispatched to you.

9.3 BEOBIA reserves the right to cancel purchases without stating reasons, for any reason prior to processing payment and dispatch.

9.4 If purchases are cancelled for any reason prior to dispatch you will be refunded any monies paid in relation to those purchases.

10. Goods, Pricing & Availability

10.1 Whilst every effort has been made to ensure that all graphical representations and descriptions of products or any part of them ('Goods') available from BEOBIA correspond to the actual Goods, BEOBIA is not responsible for any variations from these descriptions. This does not exclude our liability for mistakes due to negligence on our part and refers only to variations of the correct Goods, not different Goods altogether.

10.2 All pricing information on the Website is correct at the time of its going online. BEOBIA reserves the right to change prices and alter or remove any special offers from time to time and as necessary.

10.3 All prices on the Website include VAT. BEOBIA Ltd is VAT registered, no. GB 361 2707 15.

11. Shipping

BEOBIA aims to ship all orders within 5 working days. For all International orders it is the responsibility of the recipient to pay any Customs Duties and Taxes and charges levied by the country of destination. If BEOBIA receives no communication from you within 3 days of delivery, regarding any problems with the Goods, you are deemed to have received the Goods in full working order and with no problems.

12. Returns Policies

12.1. Should you have a problem with a BEOBIA product upon receipt due to quality or manufacturing defect, please email us at thomas@beobia.com. You will be provided with information on the return of your Goods for a replacement at no cost to you, subject to the stipulations in paragraph 12.3 below.

12.2 For returns due to damage to or breakage of the Goods upon receipt, contact BEOBIA in the same manner as noted above at any time to arrange for return and replacement.

12.3 All Goods sold by BEOBIA on this Website are covered for breakage due to manufacturing defects for a period of twelve (12) months from the date of purchase, wear and tear through normal usage or any commercial use excepted. This warranty is extended to the original purchaser or gift recipient of such Goods and proof of purchase or gift receipt may be required.

12.4 If Goods are damaged in transit and the damage is apparent on delivery, you should sign the delivery note to the effect that the goods have been damaged. In any event, you should report such damage to BEOBIA within 10 days and arrange collection and return. Upon receipt of the returned Goods, you will have the option of having the Goods replaced (if still available) or of having the price of the Goods, as paid by you, refunded to you through the payment method used by you when purchasing the Goods

12.5 BEOBIA reserves the right to exercise discretion with respect to any returns under these Terms and Conditions. Factors which may be taken into account in the exercise of this discretion include, but are not limited to:

12.5.1 Any use or enjoyment that you may have already had out of the Goods;

12.5.2 Any discounts that may have formed part of the purchase price of the Goods to reflect any lack of quality made known to the Customer at the time of purchase. Such discretion to be exercised only within the confines of law.

13. Disclaimers

13.1 BEOBIA makes no warranty or representation that the Website will meet your requirements, that it will be of satisfactory quality, that it will be fit for a particular purpose, that it will not infringe the rights of third parties, that it will be compatible with all systems, that it will be secure and that all information provided will be accurate. We make no guarantee of any specific results from the use of our Services.

13.2 No part of this Website is intended to constitute advice and the content of this Website should not be relied upon when making any decisions or taking any action of any kind.

13.3 No part of this Website is intended to constitute a contractual offer capable of acceptance.

14. Changes to the Service and these Terms and Conditions

BEOBIA reserves the right to change the Website, its Content or these Terms and Conditions at any time. You will be bound by any changes to the Terms and Conditions from the first time you use the Website following the changes. If BEOBIA is required to make any changes to Terms and Conditions relating to sale of Goods by law, these changes will apply automatically to any orders currently pending in addition to any orders placed by you in the future.

15. Availability of the Website

The Service is provided "as is" and on an "as available" basis. We give no warranty that the Service will be free of defects and/or faults. To the maximum extent permitted by the law we provide no warranties (express or implied) of fitness for a particular purpose, accuracy of information, compatibility and satisfactory quality. BEOBIA accepts no liability for any disruption or non-availability of the Website resulting from external causes including, but not limited to, ISP equipment failure,

host equipment failure, communications network failure, power failure, natural events, acts of war or legal restrictions and censorship.

16. Limitation of Liability

16.1 To the maximum extent permitted by law, BEOBIA accepts no liability for any direct or indirect loss or damage, foreseeable or otherwise, including any indirect, consequential, special or exemplary damages arising from the use of the Website or any information contained therein. Users should be aware that they use the Website and its Content at their own risk.

16.2 Nothing in these Terms and Conditions excludes or restricts BEOBIA's liability for death or personal injury resulting from any negligence or fraud on the part of BEOBIA.

16.3 Nothing in these Terms and Conditions excludes or restricts BEOBIA's liability for any direct or indirect loss or damage arising out of the incorrect delivery of Goods or out of reliance on incorrect information included on the Website.

16.4 Whilst every effort has been made to ensure that these terms and conditions adhere strictly with the relevant provisions of the Unfair Contracts Act of 1977, if any of these terms are found to be unlawful, invalid or otherwise unenforceable, such a term is to be deemed severed from these terms and conditions and shall not affect the validity and enforceability of the remaining terms and conditions. This provision shall apply only within jurisdictions where any such particular term is illegal.

17. No Waiver

In the event that any party to these Terms and Conditions fails to exercise any right or remedy contained herein, that shall not be construed as a waiver of that right or remedy.

18. Previous Terms and Conditions

In the event of any conflict between these Terms and Conditions and any prior versions thereof, the provisions of these Terms and Conditions shall prevail unless it is expressly stated otherwise.

19. Notices

All notices/communications shall be given to us either by Post to our registered address (see address above) or by email to thomas@beobia.com. Such notice will be deemed received 3 days after posting if sent by first class mail, the day of sending if the email is received in full on a business day and on the next business day if the email is sent on a weekend or public holiday.

20. Law and Jurisdiction

These terms and conditions and the relationship between you and BEOBIA shall be governed by and construed in accordance with the laws of England and Wales, and BEOBIA and you agree to submit to the exclusive jurisdiction of the courts of England and Wales.