

Terms & Conditions

Introduction

By ordering any of the Goods, you agree to be bound by these Terms and Conditions. Before placing an order on the Website, you will be asked to agree to these Terms and Conditions by clicking on the button marked 'I Accept'. If you do not click on the button, you will not be able to complete your Order. You can only purchase the Goods from the Website if you are eligible to enter a contract and are at least 18 years old.

These terms and conditions are the contract between you, the user of this website (including any sub-domains, unless expressly excluded by their own terms and conditions) and Bahoma LTD ("us", "we", etc), the owner and operator of this Website. By visiting or using Our Website, you agree to be bound by them. They protect your rights as well as ours.

I / We are Bahoma LTD, a company registered in United Kingdom, number 05739055.

In these terms and conditions, User or Users means any third party that accesses the Website and is not either (i) employed by Bahoma LTD and acting in the course of their employment or (ii) engaged as a consultant or otherwise providing services to Bahoma LTD and accessing the Website in connection with the provision of such services.

Please read these terms and conditions carefully, as they affect your legal rights. Your agreement to comply with and be bound by these terms and conditions is deemed to occur upon your first use of the Website. If you do not agree to be bound by these terms and conditions, you should stop using our website immediately.

1. Definitions

In this agreement:

- **Consumer** - means an individual acting for purposes which are wholly or mainly outside his or her trade, business, craft, or profession.
- **Carrier** – means any person or business contracted by us to carry Goods from us to you.
- **Contract** - means the legally binding agreement between you and us for the supply of the Goods,
- **Content** – means any content in any form published on Our Website by us or any third party with our consent,
- **Delivery Location** means the Supplier's premises or other location where the Goods are to be supplied, as set out in the Order,
- **Durable Medium** means paper or email, or any other medium that allows information to be addressed personally to the recipient, enables the recipient to store the information in a way accessible for future reference for a period that is long enough for the purposes of the information, and allows the unchanged reproduction of the information stored.

- **Goods** – means any of the goods we offer for sale on Our Website, or, if the context requires, goods we sell to you.
- **Website** – means any website of ours and includes all web pages controlled by us.
- **Order** - means the Customer’s order for the goods from the Supplier as submitted following the step-by-step process set out on the website.
- **Post** – means display, exhibit, publish, distribute, transmit and/or disclose information, Content and/or other material on to Our Website, and the phrases “Posted” and “Posting” shall be interpreted accordingly.
- **Privacy Policy** means the terms which set out how we will deal with confidential and personal information received from you via the Website.

2. Interpretation

- A reference to a person is a reference to one or more individuals, whether formally in partnership, or to a corporation, government body, or other association or organization.
- These terms and conditions apply to all supplies of Goods by us to any customer. They prevail over any terms proposed by you.
- Any agreement by any party not to do or omit to do something includes an obligation not to allow some other person to do or omit to do that same thing.
- Any obligation of any person arising from this agreement may be performed by any other person.
- In this agreement references to a party include references to a person to whom those rights and obligations are transferred or passed because of a merger, division, reconstruction, or other re-organization involving that party.
- The headings to the paragraphs and schedules (if any) to this agreement do not affect the interpretation.
- A reference to an act or regulation includes new law of substantially the same intent as that act or regulation.
- In any indemnity, a reference to costs or expenses shall be construed as including the estimated cost of management time of the indemnified party.
- These terms and conditions apply in any event to you as a buyer or prospective buyer of our Goods and so far as the context allows, to you as a visitor to Our Website.
- This agreement is made only in the English language. If there is any conflict in meaning between the English language version of this agreement and any version or translation of this agreement in any other language, the English language version shall prevail.

3. Our contract with you

- This agreement contains the entire agreement between the parties and supersedes all previous agreements and understandings between the parties.

- The description of the Goods in our website does not constitute a contractual offer to sell the Goods. When an Order has been submitted on the website, we can reject it for any reason, although we will try to tell you the reason without delay.
- The Order process is set out on the website. Each step allows you to check and amend any errors before submitting the Order. It is your responsibility to check that you have used the ordering process correctly.
- A contract will be formed for the sale of goods ordered only when you receive an email from us confirming the order (order confirmation). You must ensure that the order confirmation is complete and accurate and inform us immediately of any errors.
- We are not responsible for any inaccuracies in the order placed by you. By placing an order, you agree to us giving you confirmation of the contract by means of an email with all information in it (i.e., the order confirmation).
- You will receive the order confirmation within a reasonable time after making the Contract, but in any event not later than the delivery of any Goods supplied under the Contract.
- Any quotation is valid for a maximum period of 1 day from its date unless we expressly withdraw it at an earlier time.
- No variation of the contract, whether about description of the goods, fees or otherwise, can be made after it has been entered into unless the variation is agreed by the customer and the supplier in writing.
- We intend that these Terms and Conditions apply only to a contract entered by you as a consumer. If this is not the case, you must tell us, so that we can provide you with a different contract with terms which are more appropriate for you and which might, in some respects, be better for you, e.g., by giving you rights as a business.
- Each party acknowledges that, in entering into this agreement, he does not rely on any representation, warranty, information or document or other term not forming part of this agreement.
- If you use our website in any way and make an order on behalf of another person you warrant that you have full authority to do so and you accept personal responsibility for every act or omission by you.
- The price of goods may be changed by us at any time. We will never change a price to affect the price charged to you at the time when you buy those goods.
- We do not sell the Goods in all countries. We may refuse to deliver the goods if you live in a country we do not serve.
- Risk of damage to, or loss of, any goods will pass to you when the goods are delivered to you.
- You do not own the goods until we have received payment in full. If full payment is overdue or a step occurs towards your bankruptcy, we can choose, by notice to cancel any delivery and end any right to use the goods still owned by you, in which case you must return them or allow us to collect them.
- We have a legal duty to supply the Goods in conformity with the contract and will not have conformed if it does not meet the following obligation.
- Upon delivery, the Goods will:
 - be of satisfactory quality,
 - be reasonably fit for any particular purpose for which you buy the goods which, before the contract is made, you made known to us (unless you do not actually rely, or it is unreasonable for you to rely, on our skill and judgment) and be fit for any purpose held out by us or set out in the Contract; and
 - conform to their description.

- It is not a failure to conform if the failure has its origin in your materials.
 - In the event of any failure by a party because of something beyond its reasonable control:
 - the party will advise the other party as soon as reasonably practicable.
 - the party's obligations will be suspended so far as is reasonable, provided that that party will act reasonably, and the party will not be liable for any failure which it could not reasonably avoid, but this will not affect the Customer's above rights relating to delivery and any right to cancel, below.
- The Supplier does not exclude liability for: (i) any fraudulent act or omission; or (ii) for death or personal injury caused by negligence or breach of the Supplier's other legal obligations. Subject to this, the Supplier is not liable for (i) loss which was not reasonably foreseeable to both parties at the time when the Contract was made, or (ii) loss (e.g., loss of profit) to
- If you were entitled to treat the Contract at an end, but do not do so, you are not prevented from cancelling the Order for any Goods or rejecting Goods that have been delivered and, if you do this, we will (in addition to other remedies) without delay return all payments made under the Contract for any such cancelled or rejected Goods. If the Goods have been delivered, you must return them to us or allow us to collect them from you and we will pay the costs of this.
- If any Goods form a commercial unit (a unit is a commercial unit if division of the unit would materially impair the value of the goods or the character of the unit) you cannot cancel or reject the Order for some of those Goods without also cancelling or rejecting the Order for the rest of them.

4. Goods

- The description of the Goods is as set out on the Website, catalogues, brochures, or other form of advertisement. Any description is for illustrative purposes only and there may be small discrepancies in the size and colour of the Goods supplied.
- In the case of any Goods made to your special requirements, it is your responsibility to ensure that any information or specification you provide is accurate.
- All Goods which appear on the Website are subject to availability.
- We can make changes to the Goods which are necessary to comply with any applicable law or safety requirement. We will notify you of these changes.

5. Delivery

Deliveries will be made by the Carrier to the Delivery Location by the time or within the agreed period or, failing any agreement, without undue delay and, in any event, not more than 30 days after the day on which the Contract is entered into.

In any case, regardless of events beyond our control, if we do not deliver the Goods on time, you can (in addition to any other remedies) treat the Contract at an end if:

- we have refused to deliver the Goods, or if delivery on time is essential considering all the relevant circumstances at the time the Contract was made, or you said to us before the Contract was made that delivery on time was essential, or
- after we have failed to deliver on time, you have specified a later period which is appropriate to the circumstances, and we have not delivered within that period.

If you treat the Contract at an end, we will (in addition to other remedies) promptly return all payments made under the Contract.

From 1st January 2020 all orders from outside United Kingdom will now incur import VAT and may incur import duties/customs charges. Receiver is responsible for paying additional taxes/vat, fees, charges or import duty on each purchase. Bahoma London will not be held responsible for any of the above. We kindly ask you to inform us if you decide against covering these costs before your order is dispatched.

You agree we may deliver the Goods in instalments if we suffer a shortage of stock or other genuine and fair reason, subject to the above provisions and provided you are not liable for extra charges.

After sending goods, you will receive a message by email to inform you when we have dispatched your order.

Goods are sent at our risk until signed for by you or by any other person at the address you have given to us. Signing "Unchecked", "Not Checked" or similar is not acceptable. If you or your nominee fail, through no fault of ours, to take delivery of the Goods at the Delivery Location, we may charge the reasonable costs of storing and redelivering them.

The Goods will become your responsibility from the completion of delivery or Customer collection. When your Goods arrive, it is important that you check immediately the condition and quantity. If your Goods have been damaged in transit, you must refuse the delivery and immediately contact us so that we may dispatch a replacement quickly and minimise your inconvenience.

7. Price and payment

- The price payable for the Goods that you order is clearly set out on Our Website.
- Prices include UK value added tax ("VAT").
- Bank charges by the receiving bank on payments to us will be borne by us. All other charges relating to payment in a currency other than pounds Sterling will be borne by you.
- The price of the Goods and any additional delivery or other charges is that set out on the Website at the date of the order or such other price as we may agree in writing.
- If, by mistake, we have underpriced goods, we will not be liable to supply that those goods to you at the stated price, if we notify you before we dispatch it to you.

- The price of the Goods does not include the delivery charge which will be charged at the rates applicable at the date you place your order, and which will be displayed on a page of Our Website before we ask you to pay.
- You must pay by submitting your credit or debit card details with your Order and we can take payment immediately or otherwise before delivery of the goods.
- If we owe you money (for this or any other reason), we will credit your credit or debit card as soon as reasonably practicable but, in any event, no later than 14 days from the date when we accept that repayment is due.

8. Cancellation and refunds

This and the following paragraph apply if you buy as a consumer as defined in the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 (the “Regulations”). Provided the Regulations apply to the transaction concerned, then the following terms apply to the contract.

We now inform you that information relating to all aspects of our Goods is not in this document but in our marketing material, whether that is in the medium of our website or in hard copy.

The following rules apply to cancellation of your order:

- If you have ordered Goods, but not received them, you may cancel your order without giving a reason, at any time within 14 days of your order without giving any reason. You will have no obligation and we will return your money.
- If you have ordered Goods, and received them, you may cancel your order at any time within 14 days of the date you received them without giving any reason. You must tell us that you wish to cancel. You must also send the Goods back to us within that same 14-day period.
- We will return your money subject to the following conditions:
 - o we receive the Goods in a condition in which we can re-sell them at full price, in new condition, with labels and packaging intact.
 - o you comply with our procedure for returns and refunds. We cannot return your money unless we know who sent them.
- The option to cancel your order is not available:
 - o if you purchase sealed goods which relate to health or hygiene, and they become unsealed after delivery, or cannot be re-sold for some other reason.
 - o if they are a hard medium for a product in soft copy, which comes to you sealed and is returned to us unsealed.
 - o if the Goods are somehow mixed with other goods so that we cannot identify or easily separate them.

- You are responsible for the cost of returning the goods. We have no obligation to refund to you, your cost of re-packing and returning the goods.
- We may make a deduction from the reimbursement for loss in value of any goods supplied, if the loss is the result of unnecessary handling by you (i.e., handling the goods beyond what is necessary to establish the nature, characteristics and functioning of the goods: e.g., it goes beyond the sort of handling that might be reasonably allowed in a shop). This is because you are liable for that loss and, if that deduction is not made, you must pay us the amount of that loss.
- In any of the above scenarios, we will reimburse to you all payments received from you, including the costs of delivery (except for the supplementary costs arising if you chose a type of delivery other than the least expensive type of standard delivery offered by us) within 14 days.
- If we have not offered to collect the goods, we will make the reimbursement without undue delay, and not later than:
 - 14 days after the day we receive back from you any goods supplied, or
 - (if earlier) 14 days after the day you provide evidence that you have sent back the goods.
- If we have offered to collect the goods or if no goods were supplied, we will make the reimbursement without undue delay, and not later than 14 days after the day on which we are informed about your decision to cancel this contract.
- We will make the reimbursement using the same means of payment as you used for the initial transaction unless you have expressly agreed otherwise. In any event, you will not incur any fees because of the reimbursement

9. Liability for subsequent defects

Please examine the Goods received from us immediately you receive them. If you do not tell us of any defect or problem within 14 days of receipt of the Goods, we shall assume that you have accepted them.

The procedure to return the faulty Goods is as follows:

- The goods must be returned to us as soon as any defect is discovered but not later than 14 days from receipt by you.
- Before you return the goods to us, please carefully re-read the instructions and check that you have assembled it correctly.
- Please follow the returns procedure provided on our website.

We will return your money subject to the following conditions:

- We receive the goods with labels and packaging intact.
- You comply with our return's procedure. We cannot return your money unless we know who sent them.
- You tell us clearly what the fault is you complain of, when it first became apparent, and other information to enable us to identify or reproduce it.
- If any defect is found, then we shall: repair or replace the goods, or:
- Refund the full cost you have paid for the goods.

10. Goods returned

These provisions apply if you buy from us other than being a Consumer. The following rules apply to return the faulty Goods:

- We do not accept returns unless there was a defect in the goods at the time of purchase, or we have agreed in correspondence that you may return them.
- Before you return the goods to us, please carefully re-read the instructions and check that you have assembled it correctly and complied with any provisions relating to the power supply, plugs and sockets.
- The goods must be returned to us as soon as any defect is discovered but not later than 14 days.
- So far as possible, goods should be returned: with both goods and all packaging as far as possible in their original condition.
- Securely wrapped.
- At your risk and cost.
- The procedure for return of goods is set out on our website or in returns note added with your goods. If you do not follow this procedure, we may be unable to identify you as the sender of the goods.
- In returning faulty goods, please encloses with it a note clearly stating the fault and when it arises or arose.
- Repair or replace the goods as we choose.
- If we repair or replace the goods, you have no additional claim against us either under this agreement or by statute or common law, in respect of the defect.

11. Your account with us

- When you register on this website, you will be asked to create a password, which you should keep confidential and not disclose or share with anyone.
- You agree that you have provided, and will continue to provide accurate, up to date, and complete information about yourself. We need this information to provide you with the goods.
- If you use our website, you are responsible for maintaining the confidentiality of your account and password and for preventing any unauthorized person from using your account.
- We may suspend or cancel your registration with immediate effect for any reasonable purposes or if you breach these terms and conditions.
- You may cancel your registration at any time by sending a request to contact@bahoma.com. Cancellation or suspension of your registration does not affect any statutory rights.

- You agree to accept responsibility for all activities that occur under your account or password. You should tell us immediately if you believe some person has accessed your account without your authority and log in to your account and change your password.
- If we have reason to believe that there is or is likely to be any misuse of the website or breach of security, we may require you to change your password or suspend your account.

12. Restrictions on what you may post on our website

All content included on the website, unless uploaded by users, is the property of Bahoma LTD, our affiliates or other relevant third parties. In these terms and conditions, content means any text, graphics, images, audio, video, software, data compilations, page layout, underlying code and software and any other form of information capable of being stored in a computer that appears on or forms part of this website, including any such content uploaded by users. By continuing to use the website you acknowledge that such content is protected by copyright, trademarks, database rights and other intellectual property rights. Nothing on this site shall be construed as granting, by implication, estoppel, or otherwise, any license or right to use any trademark, logo or service mark displayed on the site without the owner's prior written permission

You agree that you will not use or allow anyone else to use Our Website to Post Content which is or may:

- Reproduce, modify, copy, distribute, sell, or use for commercial purposes any content without the written permission of Bahoma LTD.
- In any way which causes, or may cause, damage to the website or interferes with any other person's use or enjoyment of the website.
- Be malicious or defamatory,
- Consist in commercial audio, video, or music files,
- Be illegal, obscene, offensive, threatening, or violent,
- Be sexually explicit or pornographic,
- Be likely to deceive any person or be used to impersonate any person, or to misrepresent your identity, age, or affiliation with any person.
- Give the impression that it emanates from us or that you relate to us or that we have endorsed you or your business.
- Solicit passwords or personal information from anyone.
- Include anything other than words (i.e., you will not include any symbols or photographs) except for a photograph of yourself in your profile in such place as we designate.
- Link to any of the material specified above, in this paragraph.
- Send age-inappropriate communications or content to anyone under the age of 18.

13. Restrictions on what you may post on our website

In connection with the restrictions set out above, we may refuse or edit or remove a posting which does not comply with these terms.

In addition to the restrictions set out above, a posting must not contain:

- hyperlinks, other than those specifically authorised by us.
- keywords or words repeated, which are irrelevant to the content posted.
- the name, logo, or trademark of any organization.
- inaccurate, false, or misleading information.

14. How we handle your content

- Our privacy policy is strong and precise. It complies fully with the Data Protection Act 2018 which is at privacy policy.
- If you post content to any public area of our website, it becomes available in the public domain. We have no control who sees it or what anyone does with it.
- Even if access to your text is behind a user registration it remains effectively in the public domain because someone has only to register and log in, to access it. You should therefore avoid posting unnecessary confidential information.
- You now irrevocably authorize us to publish feedback, comments, and ratings about your activity through our website, even though it may be defamatory or critical.
- Posting content of any sort does not change your ownership of the copyright in it. We have no claim over it, and we will not protect your rights for you.
- You understand that you are personally responsible for your breach of someone else's intellectual property rights, defamation, or any law, which may occur because of any content having been posted by you.
- You accept all risk and responsibility for determining whether any content is in the public domain and not confidential.
- Please notify us of any security breach or unauthorized use of your account.

15. Removal of offensive content

- For the avoidance of doubt, this paragraph is addressed to any person who comes on Our Website for any purpose.
- We are under no obligation to monitor or record the activity of any customer for any purpose, nor do we assume any responsibility to monitor or police Internet-related activities. However, we may do so without notice to you and without giving you a reason.
- If you are offended by any Content, the following procedure applies:
 - Your claim or complaint must be submitted to us in the form available on our website or contain the same information as that requested in our form. It must be sent to us by post or email.
 - we shall remove the offending Content as soon as we are reasonably able.
 - after we receive notice of a claim or complaint, we shall investigate so far as we alone decide.
- We may re-instate the Content about which you have complained or not.
- In respect of any complaint made by you or any person on your behalf, whether using our form of complaint or not, you now irrevocably grant to us a license to publish the complaint and all ensuing correspondence and communication, without limit.

- You now agree that if any complaint is made by you frivolously or vexatiously you will repay us the cost of our investigation including legal fees, if any.

16. Security of our website

We take care to make Our Website safe for you to use.

- Card payments are not processed through pages controlled by us. We use one or more online payment service providers who will encrypt your card or bank account details in a secure environment.
- If you have asked us to remember your credit card details in readiness for your next purchase or subscription, we will securely store your payment details on our systems. These details will be fully encrypted and only used to process your automatic monthly payments or other transactions which you have initiated.

If you violate Our website, we shall take legal action against you. You now agree that you will not, and will not allow any other person to:

- modify, copy, or cause damage or unintended effect to any portion of Our Website, or any software used within it.
- link to our website in any way that would cause the appearance or presentation of the site to be different from what would be seen by a user who accessed the site by typing the URL into a standard browser.
- download any part of Our Website, without our express written consent.
- collect or use any product listings, descriptions, or prices.
- collect or use any information obtained from or about Our Website or the Content except as intended by this agreement.
- aggregate, copy or duplicate in any manner any of the Content or information available from Our Website, other than as permitted by this agreement or as is reasonably necessary for your use of Our website.
- share with a third party any login credentials to Our Website.
- Despite the above terms, we now grant a licence to you to:
 - o Create a hyperlink to Our Website for the purpose of promoting an interest common to both of us. You can do this without specific permission. This licence is conditional upon you're not portraying us or any product or service in a false, misleading, derogatory, or otherwise offensive manner.
 - o You may not use any logo or other proprietary graphic or trademark of ours as part of the link without our express written consent.
 - o You may copy the text of any page for your personal use in connection with the purpose of Our Website.

17. Indemnity

You agree to indemnify us against all costs, claims and expense arising directly or indirectly from:

- Your failure to comply with the law of any country.
- Your breach of this agreement.
- Any act, neglect or default by any agent, employee, licensee, or customer of yours.
- A contractual claim arising from your use of the goods.
- A breach of the intellectual property rights of any person.

18. Intellectual Property

- We will defend the intellectual property rights in connection with our Goods and Our Website, including copyright in the Content whether provided by us or by any other content provider (including copyright in: text, graphics, logos, icons, images, audio clips, digital downloads, data, and software).
- Except as set out below, you may not copy, modify, publish, transmit, transfer, or sell, reproduce, create derivative works from, distribute, perform, display, or in any way exploit any of the Content, in whole or in part.
- You may not use our name or logos or trademarks or any other Content on any website of yours or that of any other person.
- Subject to the other terms of this agreement, you may download or copy Content only for your own personal use, if you maintain all copyright and other notices contained in it. You may not store electronically any significant portion of any Content.

19. Dispute resolution

In this paragraph the term “ADR Provider” means an approved body under the Alternative Dispute Resolution for Consumer Dispute Regulations 2015.

The following terms apply in the event of a dispute between the parties:

- If you are not happy with our services or have any complaint, then you must tell us by email message to contact@bahoma.com
- If a dispute is not settled as set out above, we hope you will agree to attempt to resolve it by engaging in good faith with us in a process of mediation or arbitration.
- We can propose an ADR Provider or will listen to your proposal. If you are in any way concerned, you should read the regulations at: <http://ec.europa.eu/consumers/odr/>.

20. Miscellaneous matters

- When we communicate with you we do so by email. You agree that email communications are contractually binding in the same way as properly signed and dated paper sent by post.
- Where we provide goods without specific charge to you, then it (or they) is deemed to be provided free of charge, and not to be associated with any other Goods for which a charge is made. Accordingly, there is neither contractual nor other obligation upon us in respect of those goods or that service.

- If any term or provision of this agreement is at any time held by any jurisdiction to be void, invalid or unenforceable, then it shall be treated as changed or reduced, only to the extent minimally necessary to bring it within the laws of that jurisdiction and to prevent it from being void and it shall be binding in that changed or reduced form. Subject to that, each provision shall be interpreted as severable and shall not in any way affect any other of these terms.
- The rights and obligations of the parties set out in this agreement shall pass to any permitted successor in title.
- No failure or delay by any party to exercise any right, power or remedy will operate as a waiver of it nor indicate any intention to reduce that or any other right in the future.
- Any communication to be served on either party by the other shall be delivered by hand or sent by first class post or recorded delivery or by e-mail. It shall be deemed to have been delivered:
 - if delivered by hand: on the day of delivery.
- if sent by post to the correct address: within 72 hours of posting.
- If sent by e-mail to the address from which the receiving party has last sent e-mail: within 24 hours if no notice of non-receipt has been received by the sender.
- This agreement does not give any right to any third party under the Contracts (Rights of Third Parties) Act 1999 / Contracts (Rights of Third Parties) (Scotland) Act 2017 or otherwise.
- Neither party shall be liable for any failure or delay in performance of this agreement which is caused by circumstances beyond his reasonable control.
- In the event of any conflict between any term of this agreement and the provisions of the articles of a limited company or any comparable document intended to regulate any other corporate or collective body, then the terms of this agreement shall prevail.
- The validity, construction and performance of this agreement shall be governed by the laws of England and Wales / Scotland / Northern Ireland, and you agree that any dispute arising from it shall be litigated only in that country.
- Any online facilities, tools, services, or information that Bahoma Limited makes available through 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. Bahoma Limited is under no obligation to update information on the Website.
- Whilst Bahoma Limited uses reasonable endeavors to ensure that the Website is secure and free of errors, viruses, and other malware, we give no warranty or guaranty in that regard and all Users take responsibility for their own security, that of their personal details and their computers.
- Bahoma Limited accepts no liability for any disruption or non-availability of the Website.
- Bahoma Limited reserves the right to alter, suspend or discontinue any part (or the whole of) the Website including, but not limited to, any products and/or services available. These terms and conditions shall continue to apply to any modified version of the Website unless it is expressly stated otherwise.
- Nothing in these terms and conditions will: (a) limit or exclude our or your liability for death or personal injury resulting from our or your negligence, as applicable; (b) limit or exclude our or your liability for fraud or fraudulent misrepresentation; or (c) limit or exclude any of our or your liabilities in any way that is not permitted under applicable law.

- We will not be liable to you in respect of any losses arising out of events beyond our reasonable control.
- To the maximum extent permitted by law, Bahoma Limited accepts no liability for any of the following:
 - any business losses, such as loss of profits, income, revenue, anticipated savings, business, contracts, goodwill, or commercial opportunities.
 - loss or corruption of any data, database, or software.
 - any special, indirect, or consequential loss or damage.
- You may not transfer any of your rights under these terms and conditions to any other person. We may transfer our rights under these terms and conditions where we reasonably believe your rights will not be affected.
- These terms and conditions may be varied by us from time to time. Such revised terms will apply to the Website from the date of publication. Users should check the terms and conditions regularly to ensure familiarity with the then current version.
- These terms and conditions together with the Privacy Policy and Cookies Policy contain the whole agreement between the parties relating to its subject matter and supersede all prior discussions, arrangements or agreements that might have taken place in relation to the terms and conditions.
- The Contracts (Rights of Third Parties) Act 1999 shall not apply to these terms and conditions and no third party will have any right to enforce or rely on any provision of these terms and conditions.
- If any court or competent authority finds that any provision of these terms and conditions (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision will, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of these terms and conditions will not be affected.
- Unless otherwise agreed, no delay, act or omission by a party in exercising any right or remedy will be deemed a waiver of that, or any other, right or remedy.
- This Agreement shall be governed by and interpreted according to the law of England and Wales and all disputes arising under the Agreement (including non-contractual disputes or claims) shall be subject to the exclusive jurisdiction of the English and Welsh courts.

21. Bahoma London Reward Club

Joining

New members may join the Bahoma London Reward Club by completing the required information on our website. By joining and using your membership account, you will be eligible for benefits and to earn points, which can be redeemed during future purchases on our website.

There is no fee to join the Bahoma London Reward Club, but all members must supply valid contact information and update such contact information as necessary. Bahoma London has the right to terminate an account and/or revoke Member Points if it determines, in its sole discretion,

that an account has multiple email addresses and/or is suspected of being related to fraudulent or abusive activity. Bahoma London reserves the right to terminate the accounts and/or revoke Points for members without valid contact information.

As a Member of the Bahoma London Reward Club, you may be entitled to special services and benefits when shopping with us. Benefits and services may change from time to time and may vary by geographical region. View the benefits chart [here](#).

Participation

By participating in the Bahoma London Reward Club and taking advantage of its benefits, you agree:

- to maintain and use only one Bahoma London Reward Club account at any time
- to be the only individual using your membership
- that you have provided valid contact information
- that you only have one email address for the account
- that you have read and understand these Terms and Conditions
- that you are at least 18 years of age or the age of majority in your state or province of residence, whichever is older
- that you have not enrolled as a company and/or other entity, as only individuals are permitted to enrol in the Bahoma London Reward Club.

Updates

Bahoma London reserves the right, in its sole discretion, to modify, alter, or otherwise update the Membership Terms and Conditions for the Bahoma London Reward Club, and/or to modify, suspend, or cancel the Reward Club at any time, even though such changes may affect the value of rewards or Points already accumulated.

If Bahoma London cancels your membership, the cancellation will be effective immediately, by notice to you, to the contact information provided by you. Bahoma London will not be responsible for failure to notify any member of cancellation of the member's account if the member has not provided valid contact information.

If membership is terminated either by member or Bahoma London the member will lose all Points and the member will no longer be able to earn or redeem Points under this Reward Club. If membership has been terminated by Bahoma London for one of the reasons permitted in these Terms and Conditions, we reserve the right to not permit the member to re-enrol.

Abuse of the Reward Club

Bahoma London may withdraw Points from a member's account if they were deposited into the member's account in error and may revoke all Points in a member's account if the member abuses the Reward Club, including but not limited to abuse of the Point redemption process.

Point value

Points have no retail value, are not redeemable for cash or any other form of credit and have no value until presented for redemption in accordance with these Terms and Conditions.

Earning Points

Members will earn 1 point for every £1 spent (Bronze level), 2 points for every £1 spent (Silver level), and 3 points for every £1 spent. Where local currency is used, points will be rounded up to the nearest whole number of Points generated based on a GBP price of purchased item.

Expiration of points and levels

Points do not expire, however, based on when the account was created, if the annual spend falls below the Tier Level, then the account will automatically be moved to a lower tier and membership benefits for the higher tier will no longer apply. To maintain the higher Level in your membership, you need to spend the required amount for that Level within a year.

Bonus points

Bahoma London may offer limited-time promotions that offer bonus Points when purchases are made during such events.

Point Transfers

A member may transfer several points into another member's account by accessing a dashboard after login.

Missing Points

If you notice a discrepancy in your points balance, please contact us at contact@bahoma.com.

Communications Not Received

Bahoma London is not liable for a loss of misdirected correspondence, requests, or Reward Vouchers that may be incomplete, lost, or stolen.

Bahoma London Reward Club Interpretation

Interpretations of Reward Club Terms & Conditions shall be at the sole discretion of Bahoma London.

Refunds

Should you wish to return any products purchased which resulted in reward points credited to your account a relevant value will be deducted from your balance.

22. Bahoma LTD details

Bahoma Limited is a company incorporated in England and Wales with registered number 05739055 whose registered address is PO BOX 1295 20 Station Road, Gerrards Cross, Buckinghamshire, SL9 8EL and it operates the website www.bahoma.com. The registered VAT number is 912334064.

23. Governing law, jurisdiction, and complaints

- The Contract (including any non-contractual matters) is governed by the law of England and Wales.
- Disputes can be submitted to the jurisdiction of the courts of England and Wales or, where the Customer lives in Scotland or Northern Ireland, in the courts of respectively Scotland or Northern Ireland.
- We try to avoid any dispute, so we deal with complaints in the following way: If a dispute occurs customers should contact us to find a solution. We will aim to respond with an appropriate solution within 7 days.