



Helpline 0845 259 1358
Voicemail 0800 471 5001
Website www.fameo.co.uk
E-mail info@fameo.co.uk

Terms and conditions

1. Overview

1.1. This website (www.fameo.co.uk) is operated by Fameo Limited (referred to as "we/our/us"). As a user of this website (referred to as "you/your") you acknowledge that any use of this website by you including any transactions you make ("use/using") is subject to our Terms and Conditions below (which includes any other important hyper-linked sections e.g. Returns, Security and Privacy Policies.)

1.2. Use of this web site is expressly governed by the terms, conditions, disclaimers, limitations of liability and other qualifications (collectively, the "Terms and Conditions") set forth below. By using this web site, you accept all of the Terms and Conditions and assume all of the risk associated with the use or attempted use of the information.

1.3. We reserve the right to change these Terms and Conditions at any time. Any such changes will take effect from when they are posted on the website (see date at the top) and it is your responsibility to read the terms and conditions on each occasion that you use this website. Your continued use of the website shall signify your acceptance to be bound by the latest Terms and Conditions.

1.4. If you are not a consumer, you confirm that you have authority to bind any business on whose behalf you use this website. By using this website you confirm that you are at least 18 years old or if you are not at least 18 years old, that you have the authority/consent of your parent or guardian to do so.

2. Definitions

- "Fameo", "Fameo.co.uk", "us" or "we": Fameo limited (Data Protection Registered Number Z9484452, Company Number 5320727) whose registered office is at Dept. 109, 210 Upper Richmond Road London, SW15 6NP, United Kingdom.
- "Client", "Visitor", "Customer": The trader being a company, partnership, sole trader or other organisation or any individual, which undertakes to accept Fameo Ltd services.
- "Partner", "Supplier", "Affiliate": A third-party organisation that provides Internet development, hosting and/or Internet access services and/or other services to the Fameo Ltd.
- "Services", "Products": precious colour stones, precious metals, diamonds, jewellery articles, and other jewellery retail industry related subjects.
- "Website", "web site": The website for the sale of products at www.fameo.co.uk.
- "RMA": Return Merchandise Authorization stands for the code which is issued by the Fameo Inventory System and allows money refunds for the returned merchandise
- "Price": A price issued by Fameo to you in response to an order confirmation and/or an enquiry.

See Fameo Ltd, , <http://www.fameo.co.uk/viewpage.html?id=KBH-048> (Description may include but is not limited to: an abstract, a table of contents, a graphical representation, or a free-text account of the resource.) (as of).



Helpline 0845 259 1358
Voicemail 0800 471 5001
Website www.fameo.co.uk
E-mail info@fameo.co.uk

3. Product specifications and illustrations

3.1. The products displayed on this website are not shown to actual size nor are their images binding as to detail. Some products may appear slightly larger or smaller than actual size due to screen defaults, photography and 3D rendering techniques. Other products may be represented at a larger than actual size in order to clearly show details, or smaller than actual size in order to show the entire item, and your attention is drawn to the product details and content where given.

3.2. All descriptions, weights, sizes and measurements of goods are approximate and you may not rely on their accuracy. Accordingly, any such description shall not form part of this Agreement.

4. Price and availability of the products

4.1. Subject to the provisions of clauses 4.5 and 4.6 the price of the products will be as stated on our website at the time you submit your order.

4.2. We shall accept your order by e-mail confirmation. Our message will also confirm details of your purchase and tell you when we shall despatch your order. That is when our contract is made.

4.3. All prices exclude VAT, delivery and insurance charges, unless expressly stated.

4.4. All Products must be paid for in full before being dispatched by the means specified without any set-off, deduction or counterclaim. Title to any products you order on this website shall pass to you on delivery of the products provided that we have processed and received payment in full for the products.

4.5. Due to the fluctuating prices of the constituent elements of the products, the price of the products stated on our website may vary if there is a delay between the time of the order and when payment in full is received by us and in these circumstances you may be requested to make an additional payment before the products can be dispatched to you. For products where a small or large size is requested or where items are custom works or any type of special order you will be asked, when submitting your order, to pay an additional amount to the price offered on the website.

4.6. The price you pay is the price displayed on this website at the time we receive your order. However, whilst we make every effort to try and ensure that all prices on our website are accurate, errors sometimes occur. If we discover an error in the price of goods you have ordered we will inform you of this fact as soon as possible. You will be given 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.

4.7. We take payment from your card at the time we receive your order, once we have checked your card details and stock availability. All products are subject to availability. In the event that

See Fameo Ltd, , <http://www.fameo.co.uk/viewpage.html?id=KBH-048> (Description may include but is not limited to: an abstract, a table of contents, a graphical representation, or a free-text account of the resource.) (as of).



Helpline 0845 259 1358

Voicemail 0800 471 5001

Website www.fameo.co.uk

E-mail info@fameo.co.uk

we are unable to supply the goods, we will inform you of this as soon as possible. A full refund will be given if we do not have the goods you order in stock and an alternative is not accepted, where you have already paid for the goods.

5. Order acceptance and payment

5.1. By making an enquiry or asking a question you are under no obligation to purchase any product but you agree to be bound by these Terms and our [Privacy Policy](#).

5.2. BEFORE YOUR ORDER CAN BE ACCEPTED, WE MUST RECEIVE IN CLEARED FUNDS, OR CONFIRMATION OF AUTHORISATION OF PAYMENT (WHERE A CREDIT CARD IS USED) THE PURCHASE PRICE SPECIFIED IN FULL (WITHOUT ANY DEDUCTION).

5.3. In the event that payment for an order is not received; or you are not fully entitled to use your nominated credit, debit or charge card; or such card has insufficient funds to cover the price of the products then we may contact you allowing you to make payment in full within a specified time period by the same or another means; or we may at its sole discretion cancel your order in which case Fameo shall return any monies received from you within 30 days of receipt of such monies to your nominated account and Fameo shall be entitled to deduct an administration fee of J10. You agree to indemnify Fameo in full against all costs and outgoings incurred by us in obtaining payments from you in the event a failed payment occurs.

6. Right of cancellation, returns and substitutions

6.1. We reserve the right to cancel your order if one or more of the products you ordered was listed at an incorrect price due to a typographical error in the pricing information received by us from our suppliers or for any other reason; or a Force Majeure Event occurs.

6.2. If we do cancel your order we will notify you by e-mail and will offer an alternative replacement product or refund to you any amounts paid to us as soon as possible and in any event within 30 days of your order.

6.3. We shall not be obliged to offer any additional compensation for disappointment suffered and we shall have no liability to you for any loss, damage, costs, expenses or other claims that you may incur.

6.4. Except for the products that are custom works or special orders, you will be entitled to cancel your order by written notice to us. You do not need to give us any reason for cancelling your order, nor will you have to pay any penalty. Products that are custom works or special orders cannot be cancelled or returned. This policy is in accordance with the EU Distance Selling (Directive 97/7) as ratified by part of the Consumer Protection (Contracts Concluded by Means of Distance Communications) Regulations 2000.

6.5. If you exercise the right to cancel or a right to return the product(s), then the procedures outlined in our Return Policy must be followed.

See Fameo Ltd, , <http://www.fameo.co.uk/viewpage.html?id=KBH-048> (Description may include but is not limited to: an abstract, a table of contents, a graphical representation, or a free-text account of the resource.) (as of).



Helpline 0845 259 1358
Voicemail 0800 471 5001
Website www.fameo.co.uk
E-mail info@fameo.co.uk

7. Products despatch and delivery

7.1. This website is only for delivery of products to customers in the United Kingdom (including the outer British Isles and BFPO addresses) and Northern Ireland addresses. We cannot deliver to PO Box addresses or the Republic of Ireland.

7.2. Risk of loss and damage of products passes to you on the date when the products are delivered. You will become the owner of the products you have ordered when they have been delivered to you. Once the products have been delivered to you they will be held at your own risk and we shall not be liable for their loss or destruction.

7.3. We reserve the right to charge for and fulfil partial orders where the Order Confirmation consists of multiple items.

7.4. Delivery will be made to the address specified in the order confirmation. Fameo reserves the right to restrict the delivery of products to certain areas.

7.5. We will take all reasonable steps to deliver your order to you on or before the date specified in the order confirmation but delays may be caused and delivery can be delayed due to Force Majeure events or for any other reason and Fameo does not warrant or guarantee the delivery date specified in the order confirmation and shall have no liability to you for any loss, damage, costs, expenses or other claims that you may incur as a result of late delivery. The time for delivery of the products shall not be of the essence of the contract.

7.6. 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.

7.7. Deliveries will be made by the Carrier to the address stipulated in your order. You must ensure that someone is present to accept delivery. If we are not able to deliver your Goods within 30 days of the date of your order, we shall notify you by e-mail to arrange another date for delivery. For more than one item, we may deliver the goods in instalments if the goods are not available at the same time for delivery.

8. Warranty, guarantees and refunds

8.1. We warrant that the products will be of satisfactory quality. The aforementioned warranty is given by Fameo subject to the following condition: Fameo shall be under no liability to the customer for any loss, damage, costs, expenses or other claims in respect of: (a) any defect arising from wilful damage, negligence, failure to follow instructions for the use of the products (whether oral or in writing); (b) misuse or alteration of the products without our approval; (c) arising from any customer material supplied by you which is incomplete, inaccurate, illegible, out of sequence or in the wrong form, or any other fault of the customer and/or (d) for products not manufactured by Fameo, in respect of which the customer shall only be entitled to the benefit of any such warranty or guarantee as is given by the manufacturer to Fameo.

8.2. If you do not receive the products ordered by you within a reasonable timeframe on which you ordered them, we shall have no liability to you unless you notify us in writing at our contact

See Fameo Ltd, , <http://www.fameo.co.uk/viewpage.html?id=KBH-048> (Description may include but is not limited to: an abstract, a table of contents, a graphical representation, or a free-text account of the resource.) (as of).



Helpline 0845 259 1358
Voicemail 0800 471 5001
Website www.fameo.co.uk
E-mail info@fameo.co.uk

address of the problem within 40 days of the date on which you ordered the products. In any claim against us our liability is limited to the value of the goods you have purchased in the contract, which is the subject of the dispute.

8.3. Fameo's high quality jewellery should meet or exceed your expectations. However, in the event that you are dissatisfied with your order, the products delivered to you are incomplete or you have received incorrect products, we shall have no liability to you unless you contact the Fameo [customer service](#) to obtain an authorisation number and notify us of the problem **WITHIN 72 HOURS OF DELIVERY** of the products in question.

8.4. The customer is solely responsible for satisfying them self as to the suitability of the products for any particular purpose and the customer acknowledges that they rely solely on their own skill and judgement and not Fameo's skill and judgement in determining such suitability.

9. Forums, feedback and other submissions

9.1. This web site may contain newsgroups, forums, chat rooms, blogs, public channels, bulletin boards, reviews, customer feedback or other public forums (collectively, "Web Site Forums"). Fameo.co.uk does not endorse or adopt (and has not necessarily reviewed) any communication made by any person (including Fameo.co.uk employees) in any Web Site Forum. Any Information received by Fameo.co.uk in connection with any Web Site Forum will be deemed to be non-confidential information, and Fameo.co.uk will have the unrestricted right to use any such Information in any manner it deems appropriate. Any communication on any Web Site Forum that could be construed as distasteful, offensive, controversial or inappropriate for all age groups is strictly prohibited.

9.2. We welcome your comments regarding this web site. However, any comments, reviews, questions, feedback, notes, messages, ideas, suggestions or other communications (collectively, "Feedback") sent to Fameo.co.uk shall be and remain the exclusive property of Fameo.co.uk. Your submission of any such Comments shall constitute an assignment to Fameo.co.uk of all worldwide rights, titles and interests in all copyrights and other intellectual property rights in the Comments. Fameo.co.uk will be entitled to use, reproduce, disclose, publish and distribute any material you submit for any purpose whatsoever, without restriction and without compensating you in any way. For this reason, we ask that you not send us any comments that you do not wish to assign to us, including any confidential information or any original creative materials such as stories, product ideas, computer code or original artwork.

10. Intellectual property and copyright notice

10.1. You acknowledge and agree that all copyright, trade marks and all other intellectual property rights in all materials and/or content made available as part of your use of this website shall remain at all times vested in us or our licensors (as appropriate). You are permitted to use this material only as expressly authorised by us or our licensors (as appropriate). The content of this website (including without limitation any text, video, audio, audio-visual materials and graphics) may not be copied, reproduced, distributed, republished, downloaded, displayed,

See Fameo Ltd, , <http://www.fameo.co.uk/viewpage.html?id=KBH-048> (Description may include but is not limited to: an abstract, a table of contents, a graphical representation, or a free-text account of the resource.) (as of).



Helpline 0845 259 1358
Voicemail 0800 471 5001
Website www.fameo.co.uk
E-mail info@fameo.co.uk

posted or transmitted in any form or by any means without our prior written consent, except as stated below.

10.2. You acknowledge and agree that the material and content contained within this website is made available for your own personal and non-commercial use and that you may only download such material and content for the purpose of using this website. You further acknowledge that any other use of the material and content of this website is strictly prohibited and you agree not to (and agree not to assist or facilitate any third party to) copy, reproduce, transmit, publish, display, distribute, commercially exploit or create derivative works of such material and content.

11. Use of the website

11.1. You agree to use the website only for lawful purposes and in a way that does not infringe the rights of, restrict or inhibit anyone else's use and enjoyment of the website. Prohibited behaviour includes harassing or causing distress or inconvenience to any person, transmitting obscene or offensive content or disrupting the normal flow of dialogue within the website.

11.2. Fameo gives no warranty or representation as to the accuracy, suitability or reliability of the information and content of this Website for any purpose, which information and content is provided on an "as is" basis.

11.3. Fameo does not warrant that functions contained in the website content will be uninterrupted or error free, that defects will be corrected, or that Fameo or the server that makes it available are free of viruses or bugs. We shall have no liability for any direct, indirect, special or consequential loss arising out of the use of or the inability to use this website including (without limitation) reliance on any information or content of the website or which results from mistakes, omissions, interruptions, deletions of files or emails, defects, viruses or delays in operation or transmission.

11.4. Any information we receive from you will be dealt with in accordance with our [Privacy Policy](#).

11.5. The information on this web site may contain typographical errors or inaccuracies and may not be complete or current. We therefore reserve the right to correct any errors, inaccuracies or omissions and to change or update information at any time without prior notice (including after you have submitted your order). Please note that such errors, inaccuracies or omissions may relate to product description, pricing and availability. We also reserve the right to limit quantities (including after you have submitted your order). We apologize for any inconvenience this may cause you.

11.6. Fameo.co.uk has not reviewed and has no control over the content of any other web site. Fameo.co.uk does not endorse, recommend, adopt or necessarily agree with any information on any other web site, or the persons or entities controlling any other web site. You may not, without Fameo.co.uk's prior written consent: copy or use any Information on your web site; or represent that Fameo.co.uk endorses your web site, company, or its products or services.

See Fameo Ltd, , <http://www.fameo.co.uk/viewpage.html?id=KBH-048> (Description may include but is not limited to: an abstract, a table of contents, a graphical representation, or a free-text account of the resource.) (as of).



Helpline 0845 259 1358
Voicemail 0800 471 5001
Website www.fameo.co.uk
E-mail info@fameo.co.uk

11.7. Title, ownership rights, and intellectual property rights in the content whether provided by us or by any other content provider shall remain the sole property of us and / or the other content provider.

11.8. 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, except as is expressly permitted in this agreement.

12. System Security

12.1. You agree that you will not, and will not allow any other person to, violate or attempt to violate any aspect of the security of the Installation.

12.2. You agree that you will in no way modify, reverse engineer, disassemble, decompile, copy, or cause damage or unintended effect to any portion of Our Web Site, or any software used on Our Web Site, and that you will not permit any other person to do so.

12.3. You understand that any such violation is unlawful in many jurisdictions and that any contravention of law may result in criminal prosecution.

12.4. Examples of violations are: (a) accessing data unlawfully or without consent; (b) attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures; (c) attempting to interfere with service to any user, host or network, including, without limitation, via means of overloading, "flooding", "mail bombing" or "crashing"; (d) forging any TCP/IP packet header or any part of the header information in any e-mail or newsgroup posting; (e) taking any action in order to obtain Goods to which you are not entitled.

12.5. You agree to indemnify us against any claim or demand, including reasonable lawyers' fees, made by any third party due to or arising out of: (a) any violation of system security as set out above; (b) your use of Our Web Site; (c) any other breach or violation of this agreement by you; (d) the infringement by you, or by any other user of your computer, of any intellectual property or other right of any person or entity, or as a result of any threatening, libellous, obscene, harassing or offensive material contained in any of your communications.

13. General disclaimer, liability and indemnity

13.1. Nothing in these terms and conditions excludes or limits liability for death or personal injury caused by negligence, fraudulent misrepresentation, or any other liability which may not otherwise be limited or excluded under applicable law.

13.2. Subject to Section 13.1 above, Fameo will use reasonable endeavours to verify the accuracy of any information on the site but makes no representation or warranty of any kind (whether express or implied statutory or otherwise) regarding the contents or availability of the site or that it will be timely or error-free, that defects will be corrected, or that the site or the server from which it is made available are free of viruses or bugs or represents the full functionality, accuracy, reliability of the website Fameo will not be responsible or liable to you for

See Fameo Ltd, , <http://www.fameo.co.uk/viewpage.html?id=KBH-048> (Description may include but is not limited to: an abstract, a table of contents, a graphical representation, or a free-text account of the resource.) (as of).



Helpline 0845 259 1358
Voicemail 0800 471 5001
Website www.fameo.co.uk
E-mail info@fameo.co.uk

any loss of content or material uploaded or transmitted through the website and Fameo accepts no liability of any kind for any loss or damage from action taken or taken in reliance on material or information contained on the site.

13.3. ALL INFORMATION POSTED ON OR MADE AVAILABLE AT THIS WEBSITE IS PROVIDED "AS IS" AND FAMEO.CO.UK HEREBY DISCLAIMS ANY WARRANTY OR CONDITION OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND AGAINST INFRINGEMENT. FAMEO.CO.UK DISCLAIMS ANY WARRANTY AND MAKES NO REPRESENTATIONS REGARDING THE QUALITY, ACCURACY, COMPLETENESS, OR SUITABILITY OF THE INFORMATION ON THIS OR ANY OTHER WEB SITE. FAMEO.CO.UK DISCLAIMS ANY DUTY TO MAKE CURRENT OR ACCURATE OR OTHERWISE UPDATE ANY INFORMATION ON THIS OR ANY OTHER WEBSITE. FAMEO.CO.UK MAY DELETE, ADD TO OR OTHERWISE CHANGE ANY INFORMATION (OR ANY PRODUCT OR SERVICES REFERRED TO THEREIN, INCLUDING THE PRICE, AVAILABILITY, FUNCTIONALITY OR PERFORMANCE THEREOF OR ANY OTHER TERMS AND CONDITIONS RELATING TO THEIR SALE OR LICENSE BY FAMEO.CO.UK TO ITS CUSTOMERS) AT ANY TIME WITHOUT NOTICE.

13.4. We will take all reasonable precautions to keep the details of your order and payment secure, but, unless we are negligent, we cannot be held liable for any losses caused as a result of unauthorised access to information provided by you.

13.5. You agree to indemnify us against any claim or demand, including reasonable lawyers fees, made by any third party due to or arising in any way out of your use of Our Web Site, or the infringement by you, or by any other person using your computer, of any intellectual property or other right of any person.

13.6. This clause 13 does not affect [your statutory rights](#) as a consumer, nor does it affect your contract cancellation rights.

14. Contractual Limitation

14.1. Where we provide Goods without specific charge, then it (or they) is deemed to be provided free of charge, and not to be associated with any other service for which a charge is made. Accordingly, there is no contractual nor other obligation upon us in respect of any such goods.

15. Rights of third parties

15.1. Nothing in this agreement or on our web site shall confer on any third party any benefit under the provisions of the Contracts (Rights of Third Parties) Act 1999.

16. Severability

See Fameo Ltd, , <http://www.fameo.co.uk/viewpage.html?id=KBH-048> (Description may include but is not limited to: an abstract, a table of contents, a graphical representation, or a free-text account of the resource.) (as of).



Helpline 0845 259 1358
Voicemail 0800 471 5001
Website www.fameo.co.uk
E-mail info@fameo.co.uk

16.1. If any of these terms 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.

17. No Waiver

17.1. No waiver by us, in exercising any right, power or provision hereunder shall operate as a waiver of any other right or of that same right at a future time; nor shall any delay in exercise of any power or right be interpreted as a waiver.

18. Dispute Resolution

18.1. In the event of a dispute arising out of or in connection with these terms or any contract between you and us, then you agree to attempt to settle the dispute by engaging in good faith with us in a process of mediation before commencing arbitration or litigation.

19. Force Majeure

19.1. We are not liable for any breach of our obligations resulting from causes beyond our reasonable control including strikes of our own employees.

20. Governing Law

20.1. The contract between us shall be governed by the laws of England and any dispute between us will be resolved exclusively in the courts of England. English is the only language offered for the conclusion of the contract.

20.2. This website is operated by Fameo Limited from its corporate headquarters in London, United Kingdom of Great Britain.

Fameo Ltd
PO BOX 53964
LONDON
SW15 2TW
United Kingdom

Registered Company Number (Incorporated in England): 5320727

VAT Number: 877105803

D-U-N-S Number: 719400264

20.3. No delay or failure by Fameo to exercise any powers, rights or remedies under these terms and conditions will operate as a waiver of them nor will any single or partial exercise of any such powers, rights or remedies preclude any other or further exercise of them. Any waiver to be effective must be in writing and signed by an authorised representative of Fameo.

See Fameo Ltd, , <http://www.fameo.co.uk/viewpage.html?id=KBH-048> (Description may include but is not limited to: an abstract, a table of contents, a graphical representation, or a free-text account of the resource.) (as of).



Helpline 0845 259 1358
Voicemail 0800 471 5001
Website www.fameo.co.uk
E-mail info@fameo.co.uk

20.4. If any portion of these Terms and Conditions is held by any competent authority to be invalid or unenforceable in whole or in part, the validity or enforceability of the other sections of these terms and conditions shall not be affected.

20.5. You may not assign or sub-contract any of your rights or obligations under these terms and conditions or any related order for products to any third party unless agreed upon in writing by Fameo.

20.6. Fameo reserves the right to transfer, assign, novate or sub-contract the benefit of the whole or part of any of its rights or obligations under these Terms and Conditions or any related contract to any third party.

21. Summary

21.1. These terms and conditions including the documents or other sources referred to in these terms and conditions supersede all prior representations understandings and agreements between you and Fameo relating to the use of this website (including the order of products) and sets forth the entire agreement and understanding between you and Fameo for your use of this website.

21.2. If we decide to change our Terms and Conditions for Fameo.co.uk, we will post those changes here.

This document last revised on: Jul 26 2008, 00:21.

See Fameo Ltd, , <http://www.fameo.co.uk/viewpage.html?id=KBH-048> (Description may include but is not limited to: an abstract, a table of contents, a graphical representation, or a free-text account of the resource.) (as of).