

TERMS AND CONDITIONS
www.kidsaround.com et www.billieblush.com

The online stores KIDSAROUND.COM and BILLIEBLUSH.COM are published by the French company C.W.F. Children Worldwide Fashion SAS ('CWF').

The purchase of products and services from the websites www.kidsaround.com and www.billieblush.com implies unconditional acceptance of the provisions of these Terms and Conditions.

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Article 1 – Identification and contacts

C.W.F. Children Worldwide Fashion SAS is a French Company ("Société par Actions Simplifiée") whose registered office is 6 rue de la Tisonnière - 85500 LES HERBIERS Cedex (France), and registered with the La Roche Sur Yon Trade and Companies Register under number 421 994 658, intracommunity VAT No: FR 29 421 994 658, (hereinafter referred to as "**CWF**")

To contact the Customer Service of the Site (the "Customer Service"), Customer may use:

- the contact form under the "Contact Us" section of the Site;
- the phone number: +33 5 31 26 50 22 (toll-free call). Our advisors are available Monday to Friday from 9 a.m. to 5 p.m.;
- the postal address:
 - o DPI - Kids Around Customer Service - 17 rue Henry le Châtelier - 81100 Castres.
 - o DPI – Billieblush Customer Service - 17 rue Henry le Châtelier - 81100 Castres

Article 2 – Purpose and definitions

These Terms and Conditions of Sale (hereinafter the "**Terms and Conditions of Sale**") define the rights and obligations of the parties for the sale of goods and services to Customers of the www.billieblush.com and www.kidsaround.com sites (hereinafter referred to individually as the "**Site**" or collectively as the "**Sites**"). The Customer declares having read and accepted the rights and obligations hereunder.

The Client's attention is also drawn to the specific conditions of sale and use of the electronic gift cards mentioned in Article 12 and 13 of these Terms and Conditions of Sale.

It is specified that product repair services (offered by a third party) and the sale of second-hand items, mentioned via the Site, are not covered by these Terms and Conditions of Sale.

Other definitions :

"**Customer**": natural person placing an Order for the purchase of a product or service on a Site,

"**Order**": Customer's commitment to acquire the Products selected by him/her under the conditions described in these Terms and Conditions of Sale.

"**Civil Code**" or "**Consumer Code**": French legislation applying to Orders placed on the Site by Customers who are consumers on the Sites. In the case of Customers who reside in Romania, their equivalent national legislation will apply;

"**Products**": clothing, fashion accessories and shoes offered for sale to consumers on the Sites;

"**Services**": services associated with the sale of Products on the Sites (such as delivery, payment and embroidery). It should be noted that product repair services (provided by a third party) and sales of second-hand items offered on the Site are not covered by these Terms and Conditions of Sale.

Article 3 – Ordering and prices

3.1. The Customer can order Products and Services via the Site.

3.2. By clicking the "Place an order" button, and after checking the contents of the Order in his/her cart, the Customer declares that he/she fully accepts all of these Terms and Conditions of Sale without reservation.

Please note that customers visiting billieblush.com will be redirected to kidsaround.com (also published by CWF) to complete their purchase and payment

CWF will confirm each Customer's Order and then its shipment by email. Notwithstanding the receipt of confirmation of an Order by the Customer, CWF reserves the right not to carry out (or to partially carry out) any Order for a legitimate reason.

CWF may particularly consider as a legitimate reason not to carry out (or to only partially carry out), any Order:

- that does not comply with these Terms and Conditions of Sale;
- for which CWF may reasonably consider that the Products ordered are not intended for the Customer's own use or the use of his/her family (e.g. for resale).

In case of total or partial refusal to carry out an order based on a legitimate reason, the Site will notify the person who has placed the Order as soon as possible, stating the reason or reasons for the refusal.

It is not possible to cancel the shipment of Products after Orders have been placed on a Site (by clicking the "Place an Order" button). Customers wishing to obtain a refund for an Order placed are invited to return the item free of charge, in accordance with Article

3.3. The price of each product, in Pounds including VAT, is given on the corresponding product sheet. The Customer will be informed of any shipping fees for the Order before its final confirmation.

3.4. Failure by the Customer to comply with his/her obligations under these Terms and Conditions of Sale, in particular regarding any incident related to the payment of the price of an Order, may result in suspension of access to services offered by the relevant Site, without prejudice to any damages that the CWF Site might seek. Consequently, the CWF Site reserves the right to refuse any Order from a Customer with whom such a dispute is ongoing.

In the event of non-standard or malicious returns of Products, the Site may also refuse to fulfil any subsequent order.

Article 4 – Product availability

In the event a Product is unavailable, the Customer will be informed by email of the delivery of a partial Order or cancellation of his/her Order.

Article 5 – Fees

It is specified that payment for Orders placed on the billieblush.com website will be made by the Customer via the kidsaround.com website, also published by CWF. The price of the Products purchased is payable in cash, in full, on the day the order is placed by the Customer. Payment for Products is made by means of a payment card.

The payment cards currently accepted are : CB, Visa, American Express, MasterCard and Paypal

In accordance with current regulations and to ensure the security and confidentiality of card information, the site does not store Customer's credit card information. It is therefore the Customer's responsibility to save and print the payment certificate if he/she wants to retain the transaction information.

Article 6 – Security

For the payment, CWF has adopted the SSL (Secure Socket Layer) encoding process and reinforced all scrambling and encryption methods to protect all sensitive data related to payment as effectively as possible.

CWF never has access to confidential information relating to the method of payment.

Article 7 – Delivery

7.1. Place of delivery:

Products will be sent to the delivery address that the Customer provides during the Order process.

It is stated that, for technical and logistical reasons, the Customer may receive delivery:

- For orders placed on the kidsaround.com site : only in mainland France (including Corsica) and Monaco, Belgium, Spain (Including the Balearic Islands, excluding the Canary Islands, Ceuta and Melilla), Italy, Austria, Portugal, Romania the United Kingdom (except Guernsey, Germany and the Netherlands).
- For order placed on the billieblush.com site : Only in mainland France (including Corsica) and Monaco, Belgium and Germany.

For logistical reasons, the Sites are not able to offer delivery in French overseas departments and territories (DROM-COM).

All deliveries are notified by email.

When an Order is shipped, the Customer is informed that an original invoice including delivery charges and VAT is available online on the relevant Site in the "My Account" section. Only products actually shipped will be invoiced and charged for.

A delivery note will be available in the parcel, listing the Products actually included in it.

In the event that nobody is there to receive the parcel on delivery at the address specified by the Customer, a delivery notice shall be deposited in the mailbox: the parcel can be collected at a Post Office within 10 days of the deposit of the delivery notice. If the parcel is delivered by carrier, a delivery notice shall also be left in the mailbox of the address given by the Customer when placing the Order. It will then be the Customer's responsibility to contact the carrier to arrange a new delivery date.

If the Customer does not collect the parcel or does not contact the carrier, the parcel will be returned to CWF and the Customer will be refunded. The Customer may not request a new delivery of the Products and must place a new order.

7.2. Delivery period

Delivery shall be made within 3 to 4 working days of the Order of the Product.

This period will be indicated in the Order summary and in the delivery tracking section on the relevant Site.

7.3. Delivery completed

Each delivery is considered to have been completed as soon as the Product is made available to the Customer, as represented in the carrier's tracking system.

It is the Customer's responsibility to check the status of packages on arrival and to make any reservations and complaints which appear justified, or even refuse the package. The said reservations and complaints must be communicated to the carrier within three working days of delivery of the Products, with a copy sent to the relevant Site (see the 'Contact us' section or Article 1 above).

7.4. Information on delivery terms

The Customer chooses the shipping method when placing an Order on the Site. The Customer can check the order status at any time in the "My Account" section of the relevant Site.

Article 8 – Conformity - Defects

Upon receipt of an Order, the Customer must check the conformity of the Products received in fulfilment of the order.

In the event of any problem with the delivery (in particular: missing or damaged Products, damaged packages) and in accordance with Article 7.3, the Customer must notify CWF Customer Services immediately using one of the contact methods of the relevant Site indicated in Article 1.

In case of non-conformity or defect of the Product delivered, the Customer may return it to the site. The Customer shall follow the procedure under the "Shipping and Returns" section that can be accessed on the relevant Site. The Customer will be refunded the Product price and any delivery costs within 15 days of actual receipt of the returned Product.

All the methods for returns are described in Article 10 below.

Article 9 – Right of withdrawal

The Customer has the right to cancel the purchase and return the product(s) delivered.

This right of withdrawal may be exercised within fourteen clear days of the date of receipt of the Products, by using the returns form. To access the returns form, the customer must log in to "My Account" and then go to the "My Returns" section of their personal account.

The Customer must then return the Products subject to cancellation within 14 days of informing the Site of his/her decision to cancel. The Products must be returned in their original condition, in accordance with the conditions set out in Article 10.

Reimbursement will be made to the Customer using the same means of payment used by the Customer within the period of fourteen days from receipt by the Site of the Customer's decision to cancel. This period may be extended until receipt by the Site of the Products subject to the cancellation.

In the case of a return, delivery costs will not be refunded.

In compliance with Article L.221-28 of the Consumer Code, the Customer may not exercise the right of withdrawal for embroidered Products (see Article 12 below) or for the personalised message service available for gift cards (see Article 13 below).

If Customers encounter any difficulties, they may contact the relevant Site's Customer Services via the contact form in the "Contact Us" section or by calling the telephone number indicated in Article 1.

Article 10 – Returns by post

Any Products returned by post must be accompanied by a correctly completed return slip available in the “My Account” and must be sent using the prepaid return label.

The Customer must satisfy the following conditions for returns to be accepted:

- The Customer must request a “return slip” on the Site, by following these steps:
 - o Go to “My Account / My Returns” and click “Make a return request”, then
 - o Select the relevant Order, and then
 - o Select the relevant Products and click “Submit request” to receive a return slip.
- Products must be returned:
 - o properly protected in their original packaging, in perfect condition for resale (unspoiled, unwashed, not damaged or dirty) along with any accessories and documentation and with the label attached to the Product,
 - o **together with the return slip available in the “My Account / My Returns”** section once the return request has been made
 - o without the Product having been used for any significant period of time (beyond a few minutes), in other words, the Product must not bear any signs of prolonged use exceeding the time necessary for it to be tried on/tested, and must be in a condition suitable for resale
 - o in a package on which the Customer must affix the prepaid return label provided by the Site and sent by e-mail, following Colissimo’s recommendations.

Please note that any product not purchased on the Site (in particular in Kids Around stores or on Billieblush and Kids Around partner site) cannot be returned via the Sites.

Article 11 – Legal Guarantees

11.1. Legal guarantee’s reminder

All Product on the Site benefit from a guarantee of conformity (Articles L217-3 and seq of the French Consumer Code) and a guarantee against hidden defects (Articles 1641 and seq of French Civil Code) according to the rules described hereafter, in case of delivery of a defective or non-compliant product.

The Site undertakes to refund the Customer the price of the Product in the event of delivery of a non-conforming Product or in the event of delivery of a Product with a latent defect.

For any such request, the Customer must contact Customer Services via the “My Account / Contact Us” section of the relevant Site.

The Customer may also contact Customer Services by telephone as indicated in Article 1.

For the return of Products that are non-conforming or have a latent defect, the Customer must comply with the notification and return procedures described in Articles 8 and 10 above.

11.2. Guarantee disclaimer

Any products that have been modified, repaired, integrated, or added by the Customer are excluded from the guarantee. The guarantee does not cover apparent defects. The guarantee does not cover Products damaged during transport due to non-compliance with maintenance instructions or misuse.

11.3. In accordance with article D.211-2 of the Consumer Code, the wording appended to the Code is reproduced below to provide the Customer (the consumer) with general information about the existence and terms of implementation of the statutory warranties that apply to the Products:

“A consumer has a period of two years from the date of delivery of the goods in which to obtain implementation of the statutory warranty of conformity in the event of a lack of conformity. During this period, the consumer is only required to establish the existence of the lack of conformity and not the date on which it appeared.

The statutory warranty of conformity requires the professional, where applicable, to provide all updates necessary to maintain the conformity of the goods.

The statutory warranty of conformity entitles the consumer to have the goods repaired or replaced within thirty days of their request, at no cost and without any significant inconvenience for them.

If the goods are repaired under the statutory warranty of conformity, the consumer will benefit from a six-month extension of the initial warranty period.

If the consumer asks for the goods to be repaired but the seller insists on replacing them, the statutory warranty of conformity will be renewed for a period of two years from the date of replacement of the goods.

The consumer may either obtain a reduction in the purchase price and keep the goods or terminate the contract with a full refund in exchange for the return of the goods, if:

1° The professional refuses to repair or replace the goods;

2° The repair or replacement of the goods takes place after a period of thirty days;

3° The repair or replacement of the goods causes significant inconvenience for the consumer, in particular where the consumer definitively bears the cost of the return or removal of the non-conforming goods, or bears the cost of installing repaired or replacement goods;

4° Non-conformity of the goods persists despite the seller's unsuccessful attempt to achieve conformity.

The consumer is also entitled to a price reduction or to terminate the contract if the lack of conformity is so serious that it justifies an immediate price reduction or immediate termination of the contract. In that case, the consumer is not required to first request the repair or replacement of the goods.

The consumer is not entitled to cancel the sale if the lack of conformity is minor.

Any period during which the goods are out of use for repair or replacement will suspend the remaining warranty period until such time as the goods are returned in good working order.

The above rights result from the application of articles L. 217-1 to L. 217-32 of the Consumer Code.

A seller who acts in bad faith to impede implementation of the statutory warranty of conformity shall be liable for a civil fine of up to 300,000 euros, which may be increased to a maximum of 10% of the average annual turnover (article L. 241-5 of the Consumer Code).

The consumer also benefits from the statutory warranty against latent defects in application of articles 1641 to 1649 of the Civil Code, for a period of two years from discovery of the defect. This warranty entitles the consumer to a price reduction if they keep the goods or to a full refund upon return of the goods.”

Article 12 – Conditions of sale of embroidered products

12.1 By choosing the embroidered option, an additional cost is added to the initial sale price. The price of the embroidery is indicated on the Product sheet with the option available.

12.2 The delivery time for embroidered products is extended by three (3) days compared with the delivery time indicated in Article 7.2.

12.3. As indicated in Article 9, embroidered products cannot be subject to the right of withdrawal. No refund or exchange can be made on these embroidered products, except in cases falling within the scope of Article 11.

12.4 The embroidery option may be interrupted, without prior notification, if the embroiderer is unavailable.

Article 13 – Personal Data

13.1 CWF is committed to maintaining the confidentiality of personal data provided by the Customer on the Site and to treat it in compliance with the [Data Protection regulation](#).

13.2 CWF informs the Customer that the data will be used by its internal departments and/or those of its affiliates and/or by the shops operated under the Kids around and/or the Site's technical service providers:

- to inform the Customer about news and upcoming events by sending information e-mails, postal mail, or text messages,
- to process the Customer's Order,
- to develop and customise communication including sending newsletters, special offers (including contests, games, and such like) and special e-mails as part of Site customisation based on the Customer's stated preferences.
- To collect feedback following an Order in order to assess Customer satisfaction regarding the products and services offered on the Sites.

13.3 CWF informs the Customer that it may also communicate his/her personal data to ensure delivery of Orders by the Site's service providers, for some aspects of customer service, and to carry out customer satisfaction surveys. In addition, the Site may also transfer this information to respond to an order from the judicial or administrative authorities.

13.4 In addition, in accordance with the Protection of Personal Data, the Customer may at any time exercise his/her right of access to the file, right of objection and right to correct or delete information on him/her by sending a request (indicating his/her e-mail address, name, and postal address):

- in the "Contact" section of the Site, or
- by post to the following address:
 - DPI - Service Client Kids Around - 17 rue Henry le Châtelier - 81100 Castres FRANCE, or
 - DPI - Service Client Billieblush - 17 rue Henry le Châtelier - 81100 Castres FRANCE

The Customer may object to marketing messages by using the unsubscribe links included in the marketing emails and text messages sent by CWF, or by going to the “My Account” section of the Site.

CWF has a Data Protection Officer (DPO) whom the Customer may contact by email at contact.dpo@cwf.fr (other than in order to exercise those rights that should be exercised by contacting Billieblush and Kids Around Customer Services at the address indicated above).

The Customer also has the right to submit a complaint to the Information Commissioner's Office (ICO), namely by visiting its website: www.ico.org.uk

Article 14 - Force majeure

CWF will not be liable for total or partial non-performance of its obligations under this contract if such non-performance is attributable to the Customer or due to a case of force majeure (Article 1218 of the Civil Code).

When performance is interrupted for more than 1 (one) month due to force majeure, the parties shall be released from their obligations towards each other.

Article 15 – Modification of the Terms and Conditions of Sale

CWF reserves the right to change the current Terms and Conditions of Sale at any time. The version of the Terms and Conditions of Sale in force and applicable on the date of each Order appears in the "Terms and Conditions of Sale" section of the Site.

In the event that any of the provisions of the General Terms and Conditions of Sale are deemed illegal or unenforceable by a court decision, the remaining provisions will remain in effect.

Article 16 – Applicable law

The French language Terms and Conditions of Sale shall be executed and interpreted according to French law.

However, the choice of French law cannot deprive a Customer who is a consumer residing outside France of the benefit of mandatory statutory consumer protection provisions in the country in which the Customer has their habitual residence, provided that CWF operates in or sells to that country.

Article 17 – Claims - Disputes

In case of dispute, the customer should first contact the Site to obtain an amicable solution.

In the event of legal proceedings, the courts of the consumer's place of residence will have sole jurisdiction.

We remind you that the Customer Services number is + 44 80 81 89 23 51 (Freephone number).