



MegaBaby – Terms & Conditions

HARDENBERG&CO LTD

Terms and Conditions of Sale (Consumer)

This page (together with our *Privacy Policy* and *Website Acceptable Use Policy* tells you information about us and the legal terms and conditions (**Terms**) on which we sell any of the products (**Products**) listed on our website (**our site**) to you.

We only use your personal information in accordance our *Privacy Policy*. For details, please see our *Privacy Policy*. Please take the time to read these, as they include important terms which apply to you.

Your use of our site is governed by our *Terms of Website Use* and *Website Acceptable Use Policy*. Please take the time to read these, as they include important terms which apply to you.

These Terms will apply to any contract between us for the sale of Products to you (**Contract**). Please read these Terms carefully and make sure that you understand them, before ordering any Products from our site. Please note that before placing an order you will be asked to agree to these Terms.

Please click on the button marked "I Accept" at the end of these Terms if you accept them. If you refuse to accept these Terms, you will not be able to order any Products from our site. You should print a copy of these Terms or save them to your computer for future reference.

We amend these Terms from time to time as set out in clause 5. Every time you wish to order Products, please check these Terms to ensure you understand the terms which will apply at that time.

These Terms were most recently updated on 22 January 2015.

These Terms, and any Contract between us, are only in the English language.



1. Information about us

1. We operate the website megababy.co.uk. We are Hardenberg and Co. Limited, a company registered in England and Wales under company number 06051294 and with our registered office and our main trading address at Orchard Cottage, Back Radfords, Stone, Staffordshire ST15 8GG, UK. Our VAT number is GB904010486.
2. To contact us, please see our Contact Us page.

2. Our Products

1. The images of the Products on our site are for illustrative purposes only. Although we have made every effort to display the colours accurately, we cannot guarantee that your computer's display of the colours accurately reflect the colour of the Products. Your Products may vary slightly from those images.
2. The packaging of the Products may vary from that shown on images on our site.
3. All Products shown on our site are subject to availability. We will inform you by e-mail as soon as possible if the Product you have ordered is not available and we will not process your order if made.
4. Display of Products on our site is not an offer by us to sell to you.

3. Your consumer rights

1. As a consumer, you have legal rights in relation to Products that are faulty or not as described. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office. Nothing in these Terms will affect these legal rights (see clause 6.6).
2. Please note that we do not sell products for purchase by children. We sell children's products for purchase by adults. You may only purchase products from our site if you are at least 18 years old or with the involvement of a parent or guardian.

4. How the contract is formed between you and us

1. To place an order on our site, please complete the details required on the order summary page in our shopping cart and click the "Submit Order" button.
2. Our order process allows you to check and amend any errors before submitting your order to us. Please take the time to read and check your order at each page of the order process.
3. After you place an order, you will receive an e-mail from us acknowledging that we have received your order. However, please note that this does not mean that your order has been accepted. Our acceptance of your order will take place as described in clause 4.4. We are not obliged to accept your



order, but we will normally do so where the Product is available, there are no errors in pricing and your payment has been approved.

4. We will confirm our acceptance to you by sending you an e-mail that confirms that the Products have been dispatched (**Dispatch Confirmation**). The Contract between us will only be formed when we send you the Dispatch Confirmation.
5. If we are unable to supply you with a Product, for example because that Product is not in stock or no longer available or because of an error in the price on our site as referred to in clause 9.6, or if a supplementary delivery charge applies, we will inform you of this by e-mail and we will not process your order. If you have already paid for the Products, we will refund you the full amount as soon as possible. You may re-submit your order.

5. Our right to vary these terms

1. We may revise these Terms from time to time in the following circumstances:
 - a. changes in how we accept payment from you; or
 - b. changes in relevant laws and regulatory requirements.
2. Every time you order Products from us, the Terms in force at that time will apply to the Contract between you and us.
3. Whenever we revise these Terms in accordance with this clause 5, we will give notice of this by stating that these Terms have been amended and the relevant date at the top of this page.

PLEASE NOTE: this cancellation policy only applies to products purchased directly from the MegaBaby website: megababy.co.uk

If you have a concern or query regarding a Hardenberg&Co product purchased from any other retailer please contact the Baby Helpline on [Tel. 0345 009 1789 | E-Mail. Helpline@babyhelpline.co.uk] for advice and support

6. Your consumer right of return and refund

Right to cancel

6.1 You have the right to cancel this contract within 14 days without any given reason. As a consumer, you have a legal right to cancel a Contract under the Consumer Protection (Distance Selling) Regulations 2000) during the period set out below in clause 6.3. This means that during the relevant period if you change your mind or for any other reason you decide you do not want to keep a Product, you can notify us of your decision to cancel the Contract and receive a refund. Advice about your legal right to cancel the Contract under these regulations is available from your local Citizens' Advice Bureau or Trading Standards office

- a. However, this cancellation right does not apply in the case of:
 - i. the supply of a newspaper, periodical or magazine with the exception of subscription contracts for the supply of such publication.
 - ii. the supply of goods which are liable to deteriorate or expire rapidly



- iii. the supply of sealed audio or sealed video recordings or sealed computer software, the right to cancel ceases if goods become unsealed after delivery

Details of your legal right to cancel and an explanation of how to exercise it are provided in the Dispatch Confirmation.

As a consumer, you will always have legal rights in relation to Products that are faulty or not as described. These legal rights are not affected by the returns policy in this clause 6.4 or these Terms. Further advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office.

Cooling off period

- 6.2 The cancellation period will expire after 14 days from the day on which you acquire, or a third party other than the carrier and indicated by you acquires, physical possession of the goods. Working days means that Saturdays, Sundays or public holidays are not included in this period.

Address

- 6.3 To exercise the right to cancel, you must inform us (Hardenberg&Co Limited, MegaBaby, PO Box 3534, Stone, Staffordshire, ST15 9DT, United Kingdom, Tel. 01785503305, Fax. 01785503310, Email helpline@babyhelpline.co.uk) of your decision to cancel this contract by clear statement (e.g. a letter by post, fax, e-mail or phone call). You may wish to keep a copy of your cancellation notification for your own records. If you send us your cancellation notice by e-mail or by post, then your cancellation is effective from the date you sent us the e-mail or posted the letter to us. You may contact us before arranging return of your item where we will issue you a Return Reference Number (RRN) and RRN form to be enclosed with return shipment. This will help speed the return process. We advise that you keep all proof of purchase receipts when dealing with 3rd parties.

Deadline

- 6.4 To meet cancellation deadline, it is sufficient for you to send you communication concerning your exercise of the right to cancel before the cancellation period has expired (see 6.2)
- a. Whichever method you use to communicate with us, please supply the following information:
 - i. Your full name
 - ii. Invoice address, including postcode
 - iii. Order number (shown on dispatch confirmation email sent to you)

Effects of Cancellation

- 6.5 If you cancel this contract, we will reimburse to you all payments received from you, including the costs of original dispatch (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). 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. We will make reimbursement without undue delay, and not later than:

- a. 14 days after the day we receive back from you any good supplied, or
- b. (if earlier) 14 days after the day you provide evidence that you have returned the goods, or
- c. If there were no goods supplied, 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 we (both parties) have expressly agreed otherwise; in any event, you will not incur any fees as a result of the reimbursement.

- d. If you have returned the Products to us under this clause 6 because they are faulty or not as described, we will refund the price of a defective Product in full including any applicable delivery charges, and any reasonable costs you incur in returning the item to us.

Retention of reimbursement

- 6.6 We may withhold reimbursement until we have received the goods back or you have supplied evidence of having sent back the goods, whichever is the earliest. We advise that you keep all proof of postage receipts when dealing with 3rd parties as this will help speed the process.

Return of goods

- 6.7 You shall send back the goods to us (MegaBaby Returns, PO Box 3534, Stone, Staffordshire, ST15 9DT, United Kingdom, Tel. 01785503305, Fax. 01785503310, Email helpline@babyhelpline.co.uk), without undue delay and in any event not later than 14 days from the day on which you communicate your cancellation from this contract to us. The deadline is met if you send back the goods before the period of 14 days has expired.

Return cost

- 6.8 You will have to bear the direct cost of returning the goods.
- a. You must return the goods to us as soon as reasonably practicable (within the 14 days period). We advise you to take care when opening your package so that you can re-use the packaging if you need to return it to us.
 - b. Unless the Products are faulty or not as described (in this case, see clause 6.6) you will have to bear the direct cost of returning the goods.
 - c. We advise that you take steps to avoid damage to the return, if the original packaging is unavailable we suggest bubble wrap or a suitable carton/shipping box.



- d. Please note that the Angelcare Nappy Disposal System is a personal hygiene device. Please ensure when examining the disposal system you do not open or install the cassette that is provided with the system

Liability for the diminished value of the goods

- 6.9 You are only liable for any diminished value of the goods resulting from the handling other than what is necessary to establish the nature, characteristics and function of the goods.

7. Delivery

4. Your order will be fulfilled within the delivery time frame as per your chosen delivery option unless there is an Event Outside Our Control. If we are unable to meet the estimated delivery date because of an Event Outside Our Control, we will contact you with a revised estimated delivery date.
5. Delivery will be completed when we deliver the Products to the address you gave us.
6. Most of our carriers will make more than one attempt to deliver a parcel or they may leave your parcel with a neighbour and leave a card to advise you. If they are unable to successfully deliver the Products to you at the address you have specified for any reason (other than when we are at fault) the Products will be returned to us. We will notify you and store the Products at your risk. If you wish us to redeliver the Products to you, you will need to authorise us to charge your debit/credit card for such redelivery. If we do not hear from you within 14 days we will cancel your order and refund your payment less any reasonable delivery charges we have incurred. A signature will be required to accept the delivery.
7. The Products will be your responsibility from the completion of delivery.
8. You own the Products once we have received payment in full, including all applicable delivery charges.

8. No international delivery

1. Unfortunately, we do not currently deliver all our Products to addresses outside the United Kingdom and Ireland. If you require delivery outside the UK and Ireland please contact our Consumer Helpline on +44 (0)345 009 1789 (calls charged at local rate or email helpline@babyhelpline.co.uk to discuss your requirements. Please check the product details for more information on International delivery options.
2. You may place an order for Products from outside the UK, but this order must be for delivery to an address in the UK or Ireland.
3. **PLEASE NOTE** that all Angelcare Baby Monitors available to purchase on our website are specific models for the UK and Ireland market. We can make no warranty or representation that they will be suitable for use or compliant with health, safety or other legal requirements which apply outside the UK or Ireland.
4. **PLEASE NOTE** that the Angelcare refill cassettes available to purchase on our website are ONLY suitable for Angelcare Nappy Disposal Systems which are purchased in the United Kingdom and Ireland. Due to a different structural



design these refill cassettes are NOT suitable for use with Angelcare Nappy Disposal Systems from mainland Europe.

9. Price of products and delivery charges

1. The prices of the Products will be as quoted on our site from time to time. We use our best efforts to ensure that the prices of Products are correct at the time when the relevant information was entered onto the system. However if we discover an error in the price of Product(s) you ordered, please see clause 9.6 for what happens in this event.
2. Prices for our Products may change from time to time, but changes will not affect any order which we have confirmed with a Dispatch Confirmation.
3. The price of a Product includes VAT (where applicable) at the applicable current rate chargeable in the UK for the time being. However, if the rate of VAT changes between the date of your order and the date of delivery, we will adjust the VAT you pay, unless you have already paid for the Products in full before the change in VAT takes effect.
4. If you order Products from our site for delivery outside the UK or Ireland, your order may be subject to import duties and taxes which are applied when the delivery reaches that destination. Please note that we have no control over these charges and we cannot predict their amount. You will be responsible for payment of any such import duties and taxes. Please contact your local customs office for further information before placing your order.
5. The price of a Product does not include delivery charges. Our delivery charges are as quoted on our site from time to time. To check relevant delivery charges, please refer to our Delivery Charges page.
6. Our site contains a large number of Products. It is always possible that, despite our best efforts, some of the Products on our site may be incorrectly priced. If we discover an error in the price of the Products you have ordered we will contact you as soon as possible to inform you of this error and we will give you the option of continuing to purchase the Product at the correct price or cancelling your order. We will not process your order until we have your instructions. If we are unable to contact you using the contact details you provided during the order process, we will treat the order as cancelled and notify you in writing. Please note that if the pricing error is obvious and unmistakable and could have reasonably been recognised by you as a mispricing, we do not have to provide the Products to you at the incorrect (lower) price.

10. How to pay

1. You can only pay for Products using a debit card or credit card or by using Paypal. We accept the following cards: Visa Delta/Electron, MasterCard/Eurocard, Maestro, American Express, Debit cards (also known as bank cards) are accepted if they have a Visa or MasterCard logo.
2. Payment for the Products and all applicable delivery charges is in advance. We will not charge your debit card or credit card until we dispatch your order.
3. We take every reasonable care to ensure that your order and subsequent transactions are conducted via a secure link. As we are not responsible for the operation of the secure link we will not, unless we are negligent, be liable



for any loss you may suffer if a third party obtains unauthorised access to any information you provide via such link.

11. Manufacturer guarantees

1. Some of the Products we sell to you come with a manufacturer's guarantee. For details of the applicable terms and conditions, please refer to the manufacturer's guarantee provided with the Products.
2. If you are a consumer, a manufacturer's guarantee is in addition to your legal rights in relation to Products that are faulty or not as described. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office.

12. Our warranty for the Products

1. The Products available for sale on this website have been designed to comply with the statutory legal requirements and relevant safety standards of the UK and Ireland. We can make no representation or warranty that any Product is compliant with any health, safety or other legal requirement outside the UK and Ireland.
2. For Products which do not have a manufacturer's guarantee, we provide a warranty that on delivery and for a period of 12 months from delivery, the Products shall be free from material defects. However, this warranty does not apply in the circumstances described in clause 12.3.
3. The warranty in clause 12.2 does not apply to any defect in the Products arising from:
 - a. fair wear and tear;
 - b. wilful damage, abnormal storage or working conditions, accident, negligence by you or by any third party;
 - c. if you fail to operate or use the Products in accordance with the user instructions;
 - d. any alteration or repair by you or by a third party who is not one of our authorised repairers; or
 - e. any specification provided by you.
4. If you are a consumer, this warranty is in addition to your legal rights in relation to Products that are faulty or not as described. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office.

13. Our liability to you as a consumer

1. If we fail to comply with these Terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breach of these Terms or our negligence, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if they were an obvious consequence of our breach or if they were contemplated by you and us at the time we entered into the Contract.



2. We only supply the Products for domestic and private use. You agree not to use the product for any commercial, business or re-sale purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.
3. We do not in any way exclude or limit our liability for:
 - a. death or personal injury caused by our negligence;
 - b. fraud or fraudulent misrepresentation;
 - c. any breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession);
 - d. any breach of the terms implied by section 13 to 15 of the Sale of Goods Act 1979 (description, satisfactory quality, fitness for purpose and samples); and
 - e. defective products under the Consumer Protection Act 1987.

14. Events outside our control

1. We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under a Contract that is caused by an Event Outside Our Control. An Event Outside Our Control is defined below in clause 14.2.
2. An **Event Outside Our Control** means any act or event beyond our reasonable control, including without limitation strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, or failure of public or private telecommunications networks or impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport.
3. If an Event Outside Our Control takes place that affects the performance of our obligations under a Contract:
 - a. we will contact you as soon as reasonably possible to notify you; and
 - b. our obligations under a Contract will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control. Where the Event Outside Our Control affects our delivery of Products to you, we will arrange a new delivery date with you after the Event Outside Our Control is over.

15. Communications between us

1. When we refer, in these Terms, to "in writing", this will include e-mail.
2. If you are a consumer:
 - a. To cancel a Contract in accordance with your legal right to do so as set out in clause 6.4, you must contact us in writing by sending an e-mail to helpline@babyhelpline.co.uk **OR** contact our Customer Services telephone line on 0345 009 1789 (local charges apply). You may wish to keep a copy of your cancellation notification for your own records. If you send us your cancellation notice by e-mail or by post, then your cancellation is effective from the date you sent us the e-mail or posted the letter to us. If you call us to notify us of your



- cancellation, then your cancellation is effective from the date you telephone us.
- b. If you wish to contact us in writing for any other reason, you can send this to us by e-mail or by pre-paid post to Hardenberg and Co. Limited, at Orchard Cottage, Back Radfords, Stone, Staffordshire ST15 8GG, UK or email us at helpline@babyhelpline.co.uk. You can always contact us using our Customer Services telephone line on 0345 009 1789.
3. If we have to contact you or give you notice in writing, we will do so by e-mail or by pre-paid post to the address you provide to us in your order.

16. Other important terms

1. We may transfer our rights and obligations under a Contract to another organisation, but this will not affect your rights or our obligations under these Terms.
2. You may only transfer your rights or your obligations under these Terms to another person if we agree in writing. However if you are a consumer and you have purchased a Product as a gift, you may transfer the benefit of your warranty in clause 12 to the recipient of the gift without needing to ask our consent.
3. This contract is between you and us. No other person shall have any rights to enforce any of its terms. However, if you are a consumer, the recipient of your gift of a Product will have the benefit of our warranty at clause 12, but we and you will not need their consent to cancel or make any changes to these Terms.
4. Each of the paragraphs of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful or unenforceable, the remaining paragraphs will remain in full force and effect.
5. If we fail to insist that you perform any of your obligations under these Terms, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.
6. If you are a consumer, please note that these Terms are governed by English law. This means a Contract for the purchase of Products through our site and any dispute or claim arising out of or in connection with it will be governed by English law. You and we both agree to that the courts of England and Wales will have non-exclusive jurisdiction. However, if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are a resident of Scotland, you may also bring proceedings in Scotland.
7. We will not file a copy of the Contract between us.