
TERMS AND CONDITIONS

BACKGROUND:

These Terms and Conditions, together with any and all other documents referred to herein, set out the terms under which Services are sold and provided by Us through this website, www.babyem.co.uk (“Our Site”). Please read these Terms and Conditions carefully and ensure that you understand them before ordering any Services from Our Site. You will be required to read and accept these Terms and Conditions when ordering Services. If you do not agree to comply with and be bound by these Terms and Conditions, you will not be able to order Services through Our Site. These Terms and Conditions, as well as any and all Contracts are in the English language only.

1. Definitions and Interpretation

1.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

“Contract”	means a contract for the purchase and sale of Services, as explained in Clause 8;
“Order”	means your order for the Services;
“Order Confirmation”	means our acceptance and confirmation of your Order;
“Services”	means the services which are to be provided by Us to you as specified in your Order (and confirmed in Our Order Confirmation); and
“We/Us/Our”	means Babyem a company registered in England whose registered address is St John St, London, EC1V 4PW, and whose main trading address is Lighthouse Studios, 75 Shacklewell Lane, Dalston, London, E8 2EB.

2. Information About Us

2.1 Our Site, www.babyem.co.uk, is owned and operated by Families Work Ltd a limited company registered in England under 7850129, whose registered address is 145-157 St John St, London, EC1V 4PW and whose main trading address is Lighthouse Studios, 75 Shacklewell Lane, Dalston, London, E8 2EB.

2.2 We are regulated by Open College London (OCN London).

3. Access to and Use of Our Site

3.1 Access to Our Site is free of charge.

3.2 It is your responsibility to make any and all arrangements necessary in order to access Our Site.

3.3 Access to Our Site is provided “as is” and on an “as available” basis. We may alter, suspend or discontinue Our Site (or any part of it) at any time and without notice. We will not be liable to you in any way if Our Site (or any part of it) is unavailable at any time and for any period.

3.4 Use of Our Site is subject to our Website Terms of Use. Please ensure that you have read them carefully and that you understand them.

4. **Age Restrictions**

4.1 Consumers may only purchase Services through Our Site if they are at least 18 years of age.

5. **International Customers**

Our Services are available on an international basis. As a result we currently accept orders for Services from customers based outside of the UK.

6. **Services, Pricing and Availability**

6.1 We make all reasonable efforts to ensure that all general descriptions of the Services available from Us correspond to the actual Services that will be provided to you, however please note that the exact nature of the Services may vary depending upon your individual requirements and circumstances.

6.2 Please note that sub-Clause 7.1 does not exclude Our responsibility for mistakes due to negligence on Our part and refers only to variations of the correct Services, not to different Services altogether.

6.3 We neither represent nor warrant that all Services will be available at all times and cannot necessarily confirm availability until confirming your Order. Availability indications are not provided on Our Site.

6.4 We make all reasonable efforts to ensure that all prices shown on Our Site are correct at the time of going online. We reserve the right to change prices and to add, alter, or remove special offers from time to time and as necessary. All pricing information is reviewed and updated every six months. Changes in price will not affect any Order that you have already placed (please note sub-Clause 7.8 regarding VAT, however).

6.5 All prices are checked by Us when We process your Order. In the unlikely event that We have shown incorrect pricing information, please note the following:

6.5.1 We will contact you in writing before proceeding with your Order to inform you of the mistake and to ask you how you wish to proceed. We will give you the option to purchase the Services at the correct price or to cancel your Order (or the affected part thereof). We will not proceed with processing your Order until you respond. If We do not receive a response from you within 14 days, We will treat your Order as cancelled and notify you of the same in writing.

6.6 In the event that the price of Services you have ordered changes between your Order being placed and Us processing that Order and taking payment, you will be charged the price shown on Our Site at the time of placing your Order.

6.7 All prices on Our Site include VAT. If the VAT rate changes between your order being placed and Us taking payment, the amount of VAT payable will be automatically adjusted when taking payment.

7. **Orders – How Contracts Are Formed**

7.1 Our Site will guide you through the ordering process. Before submitting your Order to Us

you will be given the opportunity to review your Order and amend any errors. Please ensure that you have checked your Order carefully before submitting it.

- 7.2 No part of Our Site constitutes a contractual offer capable of acceptance. Your Order constitutes a contractual offer that We may, at Our sole discretion, accept. Our acknowledgement of receipt of your Order does not mean that We have accepted it. Our acceptance is indicated by Us sending you an Order Confirmation by email. Only once We have sent you an Order Confirmation will there be a legally binding contract between Us and you ("the Contract").
- 7.3 Order Confirmations shall contain the following information:
 - 7.3.1 Confirmation of the Services ordered including full details of the main characteristics of those Services;
 - 7.3.2 Fully itemised pricing for the Services ordered including, where appropriate, taxes and other additional charges;
- 7.4 We can also provide a paper copy of the Order Confirmation on request.
- 7.5 If We, for any reason, do not accept or cannot fulfil your Order, no payment shall be taken under normal circumstances. If We have taken payment any such sums will be refunded to you as soon as possible and in any event within 14 days.
- 7.6 You may change your Order at any time before We begin providing the Services by contacting Us..
- 7.7 If you change your Order, We will confirm all agreed changes in writing.
- 7.8 If you change your mind, you may cancel your Order or the Contract before or after We begin providing the Services subject to these Terms and Conditions. For details of your cancellation rights, please refer to Clauses 11 and 12.
- 7.9 We may cancel your Order at any time before We begin providing the Services in the following circumstances:
 - 7.9.1 The required personnel and/or required materials necessary for the provision of the Services are not available; or
 - 7.9.2 An event outside of Our control continues for more than thirty days (please refer to Clause 16 for events outside of Our control).
- 7.10 If We cancel your Order under sub-Clause 8.9 and We have taken payment any such sums will be refunded to you as soon as possible and in any event within 14 days. If We cancel your Order, you will be informed by email and the cancellation will be confirmed in writing by post.

8. **Payment**

- 8.1 Price and payment details will be confirmed in the Order Confirmation. Your chosen payment method will be charged as indicated.
- 8.2 We accept the following methods of payment on Our Site:
 - 8.3 Visa / Delta / Electron
 - 8.4 MasterCard / Eurocard
 - 8.5 Maestro
 - 8.6 American Express

If you do not make any payment to Us by the due date We may charge you interest on the

overdue sum at the rate of 5% per annum above the base lending rate of Lloyds Bank PLC from time to time. Interest will accrue on a daily basis from the due date for payment until the actual date of payment of the overdue sum, whether before or after judgment. You must pay any interest due when paying an overdue sum.

8.7 The provisions of sub-Clause 9.4 will not apply if you have promptly contacted Us to dispute an invoice in good faith. No interest will accrue while such a dispute is on going.

9. **Standing Order Payments**

10.1 You agree to pay our charges under this agreement on or before the due date for payment without set-off or deduction.

10.2 It is your responsibility to ensure that there are sufficient cleared funds available in your account to allow standing order payments to be made in accordance with the direct debit request.

10.3 If there are insufficient clear funds in your account to meet a standing order

(A) You may be charged a fee and/or interest by your financial institution.

(B) You may also incur fees or charges imposed or incurred by us.

(C) You must arrange for the payment to be made by another method or arrange for sufficient clear funds to be in your account so that we can process the standing order.

(D) You should check your account statement to verify that the amounts debited from your account are correct.

10. **Provision of the Services**

10.1 As required by law, We will provide the Services with reasonable skill and care, consistent with best practices and standards in the childcare and maternity care sector and in accordance with any information provided by Us about the Services and about Us. We will begin providing the Services on the date agreed when you make your Order (which We shall confirm in the Order Confirmation). Please note that if you request that the Services begin within the statutory 14 calendar day cancellation (or “cooling off”) period, your right to cancel may be limited or lost. Please refer to Clause 12 for your statutory cancellation rights. We will use all reasonable endeavours to provide the Services with reasonable skill and care, commensurate with best trade practice.

10.2 We will continue providing the Services until the estimated completion date set out in the Order Confirmation.

10.3 We will make every reasonable effort to provide the Services in a timely manner and to complete them on time. We cannot, however, be held responsible for any delays if an event outside of Our control occurs. Please refer to Clause 16 for events outside of Our control.

10.4 If We require any information or action from you in order to provide the Services, We will inform you of this as soon as is reasonably possible. .

10.5 If the information you provide or the action you take under sub-Clause 10.4 is delayed, incomplete or otherwise incorrect, We will not be responsible for any delay caused as a result. If additional work is required from Us to correct or compensate for a mistake made as a result of delayed, incomplete or otherwise incorrect information or action that you have provided or taken, We may charge you a reasonable additional sum for that work.

10.6 In certain circumstances, for example where there is a delay in you sending Us information or taking action required under sub-Clause 10.4, We may suspend the Services (and will

inform you of that suspension by email

- 10.7 In certain circumstances, for example where We encounter a technical problem, We may need to suspend or otherwise interrupt the Services to resolve the issue. Unless the issue is an emergency that requires immediate action We will inform you in advance by email before suspending or interrupting the Services.
- 10.8 If the Services are suspended or interrupted under sub-Clauses 10.6, or 10.7 you will not be required to pay for them during the period of suspension. You must, however, pay any sums that may already be due by the appropriate due date(s).
- 10.9 If you do not pay Us for the Services as required by Clause 9, We may suspend the Services until you have paid any and all outstanding sums due. If this happens, we will inform you by email. This does not affect Our right to charge you interest on any overdue sums under sub-Clause 9.4.

11. Your Legal Right to Cancel (Cooling Off Period)

- 11.1 If you are a consumer in the European Union, you have a legal right to a “cooling off” period within which you can cancel the Contract for any reason. This period begins once your Order is accepted and We have sent you an Order Confirmation, i.e. when the Contract between you and Us is formed. The period ends at the end of 14 calendar days after that date.
- 11.2 If you wish to exercise your right to cancel under this Clause 11, you must inform Us of your decision within the cooling off period. You may do so in any way you wish, however for your convenience We offer a cancellation form on Our Site www.babyem.co.uk and will include it with the Order Confirmation. Cancellation by email or by post is effective from the date on which you send Us your message. Please note that the cooling off period lasts for whole calendar days. If, for example, you send Us an email or letter by 23:59 on the final day of the cooling off period, your cancellation will be valid and accepted. If you would prefer to contact Us directly to cancel, please use the following details:
 - 11.2.1 Telephone: 0208 986 9008 or 07967 684098
 - 11.2.2 Email: info@babyem.co.uk
 - 11.2.3 Post: Lighthouse Studios, 75 Shacklewel Lane, Dalston, London, E8 2EB
- 11.3 We may ask you why you have chosen to cancel and may use any answers you provide to improve Our services in the future, however please note that you are under no obligation to provide any details if you do not wish to.
- 11.4 As specified in sub-Clause 10.1, if the Services are to begin within the cooling off period you are required to make an express request to that effect. This request forms a normal part of the order process. By requesting that the Services begin within the 14 calendar day cooling off period you acknowledge and agree to the following:
 - 11.4.1 If the Services are fully performed within the 14 calendar day cooling off period, you will lose your right to cancel after the Services are complete.
 - 11.4.2 If you cancel after provision of the Services has begun but is not yet complete you will still be required to pay for the Services provided up until the point at which you inform Us that you wish to cancel. The amount due shall be calculated in proportion to the full price of the Services and the actual Services already provided. Any sums that have already been paid for the Services shall be refunded subject to deductions calculated in accordance with the foregoing. Refunds, where applicable, will be issued within a reasonable period and in any event no later than 14 calendar days after you inform Us that you wish to cancel. Refunds will be made using the same payment method you used when ordering the Services

12. **Cancellation After the Legal Cancellation Period**

- 12.1 Cancellation of Contracts after the 14 calendar day cooling off period has elapsed shall be subject to the specific terms governing those Services and may be subject to a minimum contract duration.
- 12.2 If you wish to cancel under this Clause 12, you must inform Us of your decision to do so. You may do so in any way you wish, however for your convenience We offer a cancellation form on Our Site www.babyem.co.uk and will include [a link to] it with the Order Confirmation. If you would prefer to contact Us directly, please use the following details:
 - 12.2.1 Telephone: 0208 986 908
 - 12.2.2 Email: info@babyem.co.uk
 - 12.2.3 Post: Lighthouse Studios, 75 Shacklewell Lane, Dalston, London, E8 2EB
- 12.3 We may ask you why you have chosen to cancel and may use any answers you provide to improve Our services in the future, however please note that you are under no obligation to provide any details if you do not wish to. You may be entitled to cancel immediately by giving Us written notice in the following circumstances:
 - 12.3.1 We breach the Contract in a material way and fail to remedy the breach within thirty days of you asking Us to do so in writing; or
 - 12.3.2 We go into liquidation or have a receiver or administrator appointed over Our assets; or
 - 12.3.3 We change these Terms and Conditions to your material disadvantage; or
 - 12.3.4 We are adversely affected by an event outside of Our control [that continues for more than 30 days (as under sub-Clause 16.2.5)].
- 12.4 Eligibility for refunds may vary according to the Services ordered. You will be required to pay for Services supplied up until the point at which you inform Us that you wish to cancel (please note that this may include charges for preparatory work that We have undertaken where We have reasonably incurred costs). Such sums will be deducted from any refund due to you or, if no refund is due, We will invoice you for the relevant sums. Details of the relevant terms will be provided. If you are cancelling due to Our failure to comply with these Terms and Conditions or the Contract, you will not be required to make any payment to Us (unless such failure is due to an event outside of Our control or is due to your failure to comply with any of your obligations).
- 12.5 Refunds under this Clause 12 will be issued to you within a reasonable period and in any event no later than 14 calendar days after the date on which you inform Us that you wish to cancel. Refunds will be made using the same payment method you used when ordering the Services .

13. **Our Rights to Cancel**

- 13.1 For cancellations before we begin providing the Services, please refer to sub-Clause 8.9.
- 13.2 We may cancel the Services after We have begun providing them due to an Event outside of Our control (as under sub-Clause 16.2.4), or due to the non-availability of required personnel and/or required materials necessary for the provision of the Services. In such cases, you will only be required to pay for Services that We have already provided up until the point at which We inform you that We are cancelling the contract. Such sums will be deducted from any refund due to you or, if no refund is due, We will invoice you for the relevant sums.

- 13.3 Once We have begun providing the Services, We may cancel the Contract at any time and will give you at least 7 days written notice of such cancellation. You will only be required to pay for Services that you have received. Such sums will be deducted from any refund due to you or, if no refund is due, We will invoice you for the relevant sums.
- 13.4 Refunds due under this Clause 13 will be issued to you within a reasonable period and in any event no later than 14 calendar days after the day on which We inform you of the cancellation. Refunds will be made using the same payment method you used when ordering the Services .
- 13.5 We may cancel immediately by giving you written notice in the following circumstances:
 - 13.5.1 You fail to make a payment by the due date as set out in Clause 9. This does not affect Our right to charge you interest on any overdue sums as set out in sub-Clause 9.4; or
 - 13.5.2 You breach the contract in a material way and fail to remedy the breach within thirty days of Us asking you to do so in writing.

14. **Problems with the Services and Your Legal Rights**

- 14.1 We always use reasonable endeavours to ensure that Our Services are trouble-free. If, however, there is a problem with the Services please contact Us as soon as is reasonable possible via email and contact Emma Dewey..
- 14.2 We will use reasonable endeavours to remedy problems with the Services as quickly as is reasonably possible and practical.
- 14.3 We will not charge you for remedying problems under this Clause 14 where the problems have been caused by Us, any of Our agents or sub-contractors, or where nobody is at fault. If We determine that a problem has been caused by you, including your provision of incorrect or incomplete information or taking of incorrect action, sub-Clause 10.5 will apply and We may charge you for the remedial work.
- 14.4 As a consumer, you have certain legal rights with respect to the purchase of services. For full details of your legal rights and guidance on exercising them, it is recommended that you contact your local Citizens Advice Bureau or Trading Standards Office. If We do not perform the Services with reasonable skill and care, you have the right to request repeat performance or, if that is not possible or done within a reasonable time without inconvenience to you, you have the right to a reduction in price. If the Services are not performed in line with information that We have provided about them, you also have the right to request repeat performance or, if that is not possible or done within a reasonable time without inconvenience to you (or if Our breach concerns information about Us that does not relate to the performance of the Services), you have the right to a reduction in price. If for any reason We are required to repeat the Services in accordance with your legal rights, We will not charge you for the same and We will bear any and all costs of such repeat performance. In cases where a price reduction applies, this may be any sum up to the full Price and, where you have already made payment(s) to Us, may result in a full or partial refund. Any such refunds will be issued without undue delay (and in any event within 14 calendar days starting on the date on which We agree that you are entitled to the refund) and made via the same payment method originally used by you unless you request an alternative method. In addition to your legal rights relating directly to the Services, you also have remedies if We use materials that are faulty or incorrectly described.

15. **Our Liability**

- 15.1 We will be responsible for any foreseeable loss or damage that you may suffer as a result of Our breach of these Terms and Conditions or as a result of Our negligence. Loss or

damage is foreseeable if it is an obvious consequence of Our breach or negligence or if it contemplated by you and Us when the Contract is created. We will not be responsible for any loss or damage that is not foreseeable.

- 15.2 We provide Services for domestic and private use or purposes. We make no warranty or representation that the Services are fit for commercial, business or industrial purposes of any kind
- 15.3 Nothing in these Terms and Conditions seeks to exclude or limit Our liability for death or personal injury caused by Our negligence (including that of Our employees, agents or sub-contractors); or for fraud or fraudulent misrepresentation.
- 15.4 Nothing in these Terms and Conditions seeks to exclude or limit Our liability for failing to perform the Services with reasonable care and skill or in accordance with information provided by Us about the Services or about Us.
- 15.5 Nothing in these Terms and Conditions seeks to exclude or limit your legal rights as a consumer. For more details of your legal rights, please refer to Your local Citizens Advice Bureau or Trading Standards Office.

16. **Events Outside of Our Control (Force Majeure)**

- 16.1 We will not be liable for any failure or delay in performing Our obligations where that failure or delay results from any cause that is beyond Our reasonable control. Such causes include, but are not limited to: power failure, internet service provider failure, industrial action by third parties, civil unrest, fire, explosion, flood, storms, earthquakes, subsidence, acts of terrorism, acts of war, governmental action, epidemic or other natural disaster, or any other event that is beyond Our reasonable control.
- 16.2 If any event described under this Clause 16 occurs that is likely to adversely affect Our performance of any of Our obligations under these Terms and Conditions:
 - 16.2.1 We will inform you as soon as is reasonably possible;
 - 16.2.2 Our obligations under these Terms and Conditions (and therefore the Contract) will be suspended and any time limits that We are bound by will be extended accordingly;
 - 16.2.3 We will inform you when the event outside of Our control is over and provide details of any new dates, times or availability of Services as necessary;
 - 16.2.4 If the event outside of Our control continues for more than thirty days We may cancel the Contract and inform you of the cancellation. Any refunds due to you as a result of that cancellation will be paid to you as soon as is reasonably possible and in any event no later than 14 calendar days after the date on which We inform you of the cancellation;
 - 16.2.5 If an event outside of Our control occurs and continues for more than thirty days and you wish to cancel the Contract as a result, you may do so. Any refunds due to you as a result of such cancellation will be paid to you as soon as is reasonably possible and in any event no later than 14 calendar days after the date on which you inform Us that you wish to cancel.

17. **Communication and Contact Details**

- 17.1 If you wish to contact Us with general questions or complaints, you may contact Us by telephone at 0208 986 9008 by email at info@babyem.co.uk, or by post at Lighthouse Studios, Unit B207, 75 Shacklewell Lane, Dalston, London, E8 2EB

- 17.2 For matters relating to Our Services or your Order, please contact Us by telephone by email at info@babyem.co.uk, or by post at Lighthouse Studios, Unit B207, 75 Shacklewell Lane, Dalston, London, E8 2EB
- 17.3 For matters relating to cancellations, please contact Us by telephone 0208 986 9008 by email at info@babyem.co.uk, or by post at Lighthouse Studios, Unit B207, 75 Shacklewell Lane, Dalston, London, E8 2EB

18. **Complaints and Feedback**

- 18.1 We always welcome feedback from Our customers and, whilst We always use all reasonable endeavours to ensure that your experience as a customer of Ours is a positive one, We nevertheless want to hear from you if you have any cause for complaint.
- 18.2 All complaints are handled in accordance with Our complaints handling policy and procedure, available If you wish to complain about any aspect of your dealings with Us, please contact Us in one of the following ways:
- 18.3 In writing, addressed to Babyem, Lighthouse Studios, Unit B207, 75 Shacklewell Lane, Dalston, London, E8 2EB
 - 18.3.1 By email, addressed to info@babyem.co.uk
 - 18.3.2 Using Our complaints form, following the instructions included with the form;]By contacting Us by telephone on 0208 986 9008

19. **How We Use Your Personal Information (Data Protection)**

- 19.1 All personal information that We may collect (including, but not limited to, your name, address and telephone number) will be collected, used and held in accordance with the provisions of the Data Protection Act 1998 and your rights under that Act.
- 19.2 We may use your personal information to:
 - 19.2.1 Provide Our services to you;
 - 19.2.2 Process your Order (including payment) for the Services; and
 - 19.2.3 Inform you of new products and/or services available from Us (if you opt or have previously opted to receive it). You may request that we stop sending you this information at any time.
- 19.3 In certain circumstances (if, for example, you wish to purchase Services on credit), and with your consent, We may pass your personal information on to credit reference agencies. These agencies are also bound by the Data Protection Act 1998 and should use and hold your personal information accordingly.
- 19.4 We will not pass on your personal information to any third parties [without first obtaining your express permission].

20. **Other Important Terms**

- 20.1 We may transfer (assign) Our obligations and rights under these Terms and Conditions (and under the Contract, as applicable) to a third party (this may happen, for example, if We sell Our business). If this occurs, you will be informed by Us in writing. Your rights under these Terms and Conditions will not be affected and Our obligations under these Terms and Conditions will be transferred to the third party who will remain bound by them.
- 20.2 You may not transfer (assign) your [other] obligations and rights under these Terms and Conditions (and under the Contract, as applicable) without Our express written permission.

- 20.3 The Contract is between you and Us. It is not intended to benefit any other person or third party in any way and no such person or party will be entitled to enforce any provision of these Terms and Conditions.
- 20.4 If any of the provisions of these Terms and Conditions are found to be unlawful, invalid or otherwise unenforceable by any court or other authority, that / those provision(s) shall be deemed severed from the remainder of these Terms and Conditions. The remainder of these Terms and Conditions shall be valid and enforceable.
- 20.5 No failure or delay by Us in exercising any of Our rights under these Terms and Conditions means that We have waived that right, and no waiver by Us of a breach of any provision of these Terms and Conditions means that We will waive any subsequent breach of the same or any other provision.
- 20.6 We may revise these Terms and Conditions from time to time in response to changes in relevant laws and other regulatory requirements. If We change these Terms and Conditions at any time, We will give you at least thirty days written notice of the changes before they come into effect. If you wish to cancel the Contract as a result, please refer to sub-Clause 12.4.

21. **Law and Jurisdiction**

- 21.1 These Terms and Conditions, and the relationship between you and Us (whether contractual or otherwise) shall be governed by, and construed in accordance with, English law.
- 21.2 If you are a consumer, any disputes concerning these Terms and Conditions, the relationship between you and Us, or any matters arising therefrom or associated therewith (whether contractual or otherwise) shall be subject to the jurisdiction of the courts of England, Wales, Scotland, or Northern Ireland, as determined by your residency.
- 21.3 If you are a business, any disputes concerning these Terms and Conditions, the relationship between you and Us, or any matters arising therefrom or associated therewith (whether contractual or otherwise) shall be subject to the exclusive jurisdiction of the courts of England and Wales.