

Terms & Conditions

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SCHEDULE 1 Model Cancellation Form for consumer customers

OUR TERMS

1. **THESE TERMS**
 1. **What these terms cover.** These are the terms and conditions on which we supply our products to you.
 2. **Why you should read them.** Please read these terms carefully before you submit your order to us. These terms tell you who we are, how we will provide products to you, how you and we may change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these terms or require any changes, please contact us to discuss.
 3. **How we will use your personal information.** We will only use your personal information as set out in our [Privacy Policy](#).
 4. **INFORMATION ABOUT US AND HOW TO CONTACT US**
 1. **Who we are.** We are Caroline Hirons Limited (company registration number 09131128). Our registered office is at Balfour House, 741 High Road, London, England, N12 0BP. Our main trading address is Balfour House, 741 High Road, London, England, N12 0BP. Our VAT number is 204944026.
 2. **How to contact us.** You can contact us by writing to us at info@carolinehirons.com.
 3. **How we may contact you.** If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us in your order.
 4. **“Writing” includes emails.** When we use the words “writing” or “written” in these terms, this includes emails.
 5. **OUR CONTRACT WITH YOU**

1. **How we will accept your order.** Our acceptance of your order will take place when we email you to accept it, at which point a contract will come into existence between you and us.
2. **If we cannot accept your order.** If we are unable to accept your order, we will inform you of this in writing and will not charge you for the product. This may be because:
 1. you do not meet the eligibility to order criteria set out above;
 2. you want to ship to a freight forwarding company address for example Self Storage, Address Pal and Storage Wizard as they are unable to accept delivery;
 3. the product is out of stock;
 4. your order is a multiple order of the same product (i.e. SKU) and health and safety law imposes restrictions;
 5. we have identified an error in the price or description of the product or because we are unable to meet a delivery deadline you have specified.
 6. **Your order number.** We will assign an order number to your order and tell you what it is when we accept your order. It will help us if you can tell us the order number whenever you contact us about your order.
 7. **Where we sell.** Unfortunately, we do not accept orders from the following countries:

Austria, Armenia, Argentina, Barbados, Belgium, Bermuda, Brunei, Bulgaria, Cape Verde, Caribbean Island (BVI, Dominican Republic, Haiti), Cayman Islands, Central African Republic, China, Comoros, Croatia, Cuba, Cyprus, Czech Republic, Denmark, Djibouti, Ecuador, Eritrea, Equatorial Guinea, Estonia, Falklands, France, Finland, French Polynesia, Germany, Greece, Grenada, Guinea Bissau, Guyana, Guernsey, Hungary, Iceland, Italy, India, Iran, Jamaica, Jersey, Johnston Island, Kiribati, Korea (North Korea), Kuwait, Latvia, Lebanon, Libya, Laos, Lesotho, Lithuania, Luxembourg, Macao, Malaysia, Maldives, Malta, Mauritius, Mauritania, Mayotte Island, Mongolia, Myanmar, Nauru, Niue, Nepal, Netherlands, Norway, Oman, Pakistan, Paraguay, Peru, Philippines, Poland, Portugal, Republic of Ireland, Reunion, Romania, Russia, Rwanda, Saint Pierre et Miquelon, Samoa, Sao Tome & Principe, Senegal, Seychelles, Sierra Leone, Solomon Islands, Somalia, Slovenia, Slovakia, Spain, Saudi Arabia, Sri Lanka, St Helena (S. Atlantic), St Kitts and Nevis, St Vincent and the Grenadines, Sudan, Sweden, Switzerland, Syria, Taiwan, Tajikistan, Tanzania (DAR), Tokelau Islands, Turkmenistan, Turkey, Tunisia, Turks & Caicos, Tuvalu, Uganda, Venezuela, Wake Islands, Wallis and Futuna.

4. **OUR PRODUCTS**

1. **Products may vary slightly from their pictures.** The images of the products on our website are for illustrative purposes only. Although we have made every effort to display the colours accurately, we cannot guarantee that a device's display of the colours accurately reflects the colour of the products. Your product may vary slightly from those images.
2. **Product packaging may vary.** The packaging of the product may vary from that shown in images on our website.
3. **PROVIDING THE PRODUCTS**
 1. **Delivery costs.** The costs of delivery will be as displayed to you on our website.

2. **When we will provide the products.** We will contact you to provide you with an estimated delivery date within 7-14 days after the day on which we accept your order. The estimated delivery date is an estimate only and we will not be in breach of the contract if the products are delivered later than estimated.
3. **We are not responsible for delays outside our control.** If our supply of the products is delayed by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event, but if there is a risk of substantial delay you may contact us to end the contract and receive a refund for any products you have paid for but not received.
4. **If you are not at home when the product is delivered.** If no one is available at your address to take delivery and the products cannot be posted through your letterbox, we will leave you a note informing you of how to rearrange delivery or collect the products from a local depot.
5. **When you become responsible for the goods.** A product which is goods will be your responsibility from the time we deliver the product to the address you gave us or you or a carrier organised by you collect it from us.
6. **When you own goods.** You own a product which is goods once we have received payment in full.
7. **Reasons we may suspend the supply of products to you.** We may have to suspend the supply of a product to:
 1. deal with technical problems or make minor technical changes;
 2. update the product to reflect changes in relevant laws and regulatory requirements;
 3. make changes to the product as requested by you or notified by us to you (see clause 6.2).
8. **YOUR RIGHTS TO END THE CONTRACT**
 1. **You can always end your contract with us.** Your rights when you end the contract will depend on what you have bought, whether there is anything wrong with it, how we are performing, when you decide to end the contract and whether you are a consumer or business customer:
 1. **If what you have bought is faulty or misdescribed you may have a legal right to end the contract;**
 2. **If you are a consumer and have just changed your mind about the product, see clause 6.3.** You may be able to get a refund if you are within the cooling-off period, but this may be subject to deductions and you will have to pay the costs of return of any goods.
 2. **Ending the contract because of something we have done or are going to do.** If you are ending a contract for a reason set out at clauses 6.2.1 to 6.2.3 below the contract will end immediately and we will refund you in full for any products which have not been provided and you may also be entitled to compensation. The reasons are:
 1. we have told you about an upcoming change to the product or these terms which you do not agree to;
 2. we have told you about an error in the price or description of the product you have ordered and you do not wish to proceed;
 3. there is a risk that supply of the products may be significantly delayed because of events outside our control.

3. **Exercising your right to change your mind if you are a consumer (Consumer Contracts Regulations 2013).** If you are a consumer then for most products bought online you have a legal right to change your mind within 14 days and receive a refund. These rights, under the Consumer Contracts Regulations 2013, are explained in more detail in these terms.
4. **When consumers do not have a right to change their minds.** Your right as a consumer to change your mind does not apply in respect of:
 1. Products which are sealed with protecting wrapping or film for health protection or hygiene reasons that you have unsealed after delivery.
5. **How long do consumers have to change their minds?** If you are a consumer how long you have to change your mind depends on if your goods are split into several deliveries over different days. In this case you have until 14 days after the day you (or someone you nominate) receives the last delivery.
6. **Ending the contract where we are not at fault and there is no right to change your mind.** Even if we are not at fault and you are not a consumer who has a right to change their mind (see clause 6.1), you can still end the contract before it is completed.
7. **HOW TO END THE CONTRACT WITH US (INCLUDING IF YOU ARE A CONSUMER WHO HAS CHANGED THEIR MIND)**
 1. **Tell us you want to end the contract.** To end the contract with us, please let us know by doing one of the following:
 1. **Email.** Email us at store@carolinehirons.com. Please provide your name, home address, details of the order including the order number and, where available, your phone number and email address.
 2. **Online.** Complete the form [here](#) on our website.
 3. **By post.** Print off the form [here](#) and post it to us at the address on the form. Or simply write to us at that address, including details of what you bought, when you ordered or received it and your name and address.
 2. **Returning products after ending the contract.** If you end the contract for any reason after products have been dispatched to you or you have received them, you must return them to us. You must either return the goods in person to where you bought them, post them back to us at Armada Point, 16 Armada Way, Beckton, London E6 7AB or (if they are not suitable for posting) allow us to collect them from you. Please email us at store@carolinehirons.com to arrange collection. If you are a consumer exercising your right to change your mind you must send off the goods within 14 days of telling us you wish to end the contract.
 3. **When we will pay the costs of return.** We will pay the costs of return:
 1. if the products are faulty or misdescribed; or
 2. if you are ending the contract because we have told you of an upcoming change to the product or these terms, an error in pricing or description, a delay in delivery due to events outside our control or because you have a legal right to do so as a result of something we have done wrong.

In all other circumstances (including where you are a consumer exercising your right to change your mind) you must pay the costs of return.

1. **What we charge for collection.** If you are responsible for the costs of return and we are collecting the product from you, we will charge you the direct cost to us of collection.
2. **How we will refund you.** If you are entitled to a refund under these terms we will refund you the price you paid for the products including delivery costs, by the method you used for payment. However, we may make deductions from the price, as described below.
3. **When we may make deductions from refunds if you are a consumer exercising your right to change your mind.** If you are exercising your right to change your mind:
 1. We may reduce your refund of the price (excluding delivery costs) to reflect any reduction in the value of the goods, if this has been caused by your handling them in a way which would not be permitted in a shop. If we refund you the price paid before we are able to inspect the goods and later discover you have handled them in an unacceptable way, you must pay us an appropriate amount.
 2. The maximum refund for delivery costs will be the costs of delivery by the least expensive delivery method we offer. For example, if we offer delivery of a product within 3-5 days at one cost but you choose to have the product delivered within 24 hours at a higher cost, then we will only refund what you would have paid for the cheaper delivery option.
4. **When your refund will be made.** We will make any refunds due to you as soon as possible. If you are a consumer exercising your right to change your mind then:
 1. If the products are goods and we have not offered to collect them, your refund will be made within 14 days from the day on which we receive the product back from you or, if earlier, the day on which you provide us with evidence that you have sent the product back to us. For information about how to return a product to us, see clause 7.2.
 2. In all other cases, your refund will be made within 14 days of your telling us you have changed your mind.
5. **IF THERE IS A PROBLEM WITH THE PRODUCT**
 1. **How to tell us about problems.** If you have any questions or complaints about the product, please contact us. You can write to us at store@carolinehirons.com.
 2. **Please be aware.** We list all the ingredients of each product. It is your responsibility to ensure to read this information carefully and contact us with queries. You may have an allergy or a condition that may provoke a reaction to the ingredients.
 3. **Neoprene Fabric:** Neoprene is a natural occurrence with our products. Neoprene softens with use.
 4. **Our Packaging:** instead of polystyrene we use 100% compostable corn starch chips to protect our products. Please use hot water to remove this packaging.
 5. **Author's Recommendation:** any recommendation is given in good faith and is no substitute for you learning more about a product, whether it may be suitable for you and whether it may provoke allergies.
6. **YOUR RIGHTS IN RESPECT OF DEFECTIVE PRODUCTS IF YOU ARE A CONSUMER**
7. If you are a consumer we are under a legal duty to supply products that are in conformity with this contract. See the box below for a summary of your key legal rights in relation to the products. Nothing in these terms will affect your legal rights.

Summary of your key legal rights This is a summary of your key legal rights. These are subject to certain exceptions. For detailed information please visit the Citizens Advice website www.adviceguide.org.uk or call 03454 04 05 06. If your product is **goods** the Consumer Rights Act 2015 says goods must be as described, fit for purpose and of satisfactory quality. Up to 30 days: if your goods are faulty, then you can get an immediate refund.

1. **Your obligation to return rejected products.** If you wish to exercise your legal rights to reject defective products you must either return them in person to where you bought them, post them back to us or (if they are not suitable for posting) allow us to collect them from you. We will pay the costs of postage or collection. Please email us at store@carolinehirons.com for a return label or to arrange collection.
2. **PRICE AND PAYMENT**
 1. **Where to find the price for the product.** The price of the product (which includes VAT) will be the price indicated on the order pages when you placed your order. We use our best efforts to ensure that the price of the product advised to you is correct. However please see clause 10.3 for what happens if we discover an error in the price of the product you order.
 2. **We will pass on changes in the rate of VAT.** If the rate of VAT changes between your order date and the date we supply the product, we will adjust the rate of VAT that you pay, unless you have already paid for the product in full before the change in the rate of VAT takes effect.
 3. **What happens if we got the price wrong.** It is always possible that, despite our best efforts, some of the products we sell may be incorrectly priced. We will normally check prices before accepting your order so that, where the product's correct price at your order date is less than our stated price at your order date, we will charge the lower amount. If the product's correct price at your order date is higher than the price stated to you, we will contact you for your instructions before we accept your order. If we accept and process your order where a pricing error is obvious and unmistakable and could reasonably have been recognised by you as a mispricing, we may end the contract, refund you any sums you have paid and require the return of any goods provided to you.
 4. **When you must pay and how you must pay.** We accept payment (albeit through third party payment providers). You must pay for the products before we dispatch them.
5. **OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU IF YOU ARE A CONSUMER**
 1. **We are responsible to you for foreseeable loss and damage caused by us.** If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.
 2. **We do not exclude or limit in any way our liability to you where it would be unlawful to do so.** This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or

fraudulent misrepresentation; for breach of your legal rights in relation to the products; and for defective products under the Consumer Protection Act 1987.

3. **When we are liable for damage caused by defective digital content.** If defective digital content which we have supplied damages a device or digital content belonging to you and this is caused by our failure to use reasonable care and skill we will either repair the damage or pay you compensation. However, we will not be liable for damage which you could have avoided by following our advice to apply an update offered to you free of charge or for damage which was caused by you failing to correctly follow installation instructions or to have in place the minimum system requirements advised by us.
4. **We are not liable for business losses.** If you are a consumer we only supply the products for to you for domestic and private use. If you use the products for any commercial, business or re-sale purpose our liability to you will be limited as set out in clause

5. **OTHER IMPORTANT TERMS**

1. **Nobody else has any rights under this contract (except someone you pass your guarantee on to).** This contract is between you and us. No other person shall have any rights to enforce any of its terms. Neither of us will need to get the agreement of any other person in order to end the contract or make any changes to these terms.
2. **If a court finds part of this contract illegal, the rest will continue in force.** Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
3. **Even if we delay in enforcing this contract, we can still enforce it later.** If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the products, we can still require you to make the payment at a later date.
4. **Which laws apply to this contract and where you may bring legal proceedings if you are a consumer.** These terms are governed by English law and you can bring legal proceedings in respect of the products in the English courts. If you live in Scotland you can bring legal proceedings in respect of the products in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the products in either the Northern Irish or the English courts.