

Terms & conditions

This page (together with the documents referred to on it) tells you the terms and conditions on which we supply any of the products (Products) listed on our website www.hamleys.com (our site) to you. Please read these terms and conditions carefully before ordering any Products from our site. You should understand that by ordering any of our Products, you agree to be bound by these terms and conditions.

Please understand that if you refuse to accept these terms and conditions, you should not order any Products from our site.

1. Information about us

We operate the website www.hamleys.com. We are Hamleys of London Limited, a company registered in England and Wales under company number 2287862 and with our registered office at 6th Floor, 2 Fouberts Place, London, W1F 7PA. Our VAT number is 510438189.

2. Your status

By placing an order through our site, you warrant that:

- a. you are legally capable of entering into binding contracts; and
- b. you are at least 18 years old.

3. How the contract is formed between you and us

After placing an order, you will receive an e-mail from us acknowledging that we have received your order. Please note that this does not mean that your order has been accepted. Your order constitutes an offer to us to buy a Product. The contract between us (Contract) will only be formed when we or our partners despatch your product.

The Contract will relate only to those Products we despatch. We will not be obliged to supply any other Products which may have been part of your order until the despatch of such Products.

4. Consumer rights

If you are contracting as a consumer, you may cancel a Contract at any time within fourteen (14) working days, starting on the day after the contract is made. In this case, you will receive a full refund of the price paid for the Products in accordance with our refunds policy (set out in clause 8). To cancel a Contract, you must inform us in writing. You must also return the Products to us immediately, in the same condition in which you received them, and at your own cost and risk. You have a legal obligation to take reasonable care of the Products while they are in your possession. If you fail to comply with this obligation, we may have a right of action against you for compensation. We are unable to cancel a contract against a perishable or personalised Product unless they are faulty. This provision does not affect your other statutory rights as a consumer.

5. Availability and delivery

Your order will with reasonable endeavour be fulfilled by the delivery schedule set out in the Despatch Confirmation, if no delivery date is specified, then within a reasonable time, unless there are exceptional circumstances.

6. Risk and title

The Products will be at your risk from the time of delivery.

Ownership of the Products will only pass to you when we receive full payment of all sums due in respect of the Products, including delivery charges.

7. Price and payment

The price of the Products and our delivery charges will be as quoted on our site from time to time, except in cases of obvious error.

Product prices include VAT.

Product prices and delivery charges are liable to change at any time, but changes will not affect orders in respect of which we have already Despatched.

Our site contains a large number of Products and it is always possible that, despite our best efforts, some of the Products listed on our site may be incorrectly priced. We will normally verify prices as part of our despatch procedures so that, where a Product's correct price is less than our stated price, we will charge the lower amount when despatching the Product to you. If a Product's correct price is higher than the price stated on our site, we will normally, at our discretion, either contact you for instructions before despatching the Product, or reject your order and notify you of such rejection.

We are under no obligation to provide the Product to you at the incorrect (lower) price, even after we have sent you a Despatch Confirmation, if the pricing error is obvious and unmistakable and could have reasonably been recognised by you as an error.

Payment for all Products must be by credit or debit card. We accept payment with Visa, Mastercard, Maestro and Amex.

8. Our refunds policy

If you return a Product to us:

- a. because you have cancelled the Contract between us within the fourteen (14) day cooling-off period (see clause 4), we will process the refund due to you as soon as possible and, in any case, within thirty (30) days of the day you gave notice of cancellation. In this case, we will refund the price of the Product in

full, and any applicable delivery charges. However, you will be responsible for the cost of returning the item to us;

- b. for any other reason, we will examine the returned Product and will process your refund within a reasonable period of time. We will usually process the refund due to you as soon as possible and, in any case, within thirty (30) days of the day we received your return. We will refund the price of a defective Product in full, any applicable delivery charges. We will provide a freepost address for defective products or arrange collection for larger items.
- c. Downloads Digital files, including without limitation download to own films, digital audio and digital music files ("Downloads") will only be made available for you to download once your payment has been authorised. You may only use the Downloads for personal, non-commercial purposes. Any copying, reproduction, lending or hiring, public performance, broadcasting or any other form of distribution of the Downloads is prohibited and will constitute copyright infringement. You may not cancel any purchase of a Download after your payment has been confirmed and may only return a Download if it is defective. If you are unable to complete the download process or wish us to provide a replacement for a file that is defective please contact our Customer Service team and, where this is due to our fault, we will replace or refund the Download.

We will usually refund any money received from you using the same method originally used by you to pay for your purchase.

Certain items are excluded from our returns policy including personalised, perishable, made to measure and gift vouchers. This does not affect your statutory rights.

9. Warranty

We warrant to you that any Product purchased from us through our site will, on delivery and for the following twelve (12) months, conform in all material respects with its description, be of satisfactory quality, and be reasonably fit for all the purposes for which products of that kind are commonly supplied provided that said Product has been used in accordance with the manufacturers usage instructions.

10. Our liability

Subject to clause 10.3, if we fail to comply with these terms and conditions, we shall only be liable to you for the purchase price of the Products and, subject to clause 10.2, any losses that you suffer as a result of our failure to comply which are a foreseeable consequence of such failure.

Subject to clause 10.3, we will not be liable for losses that result from our failure to comply with these terms and conditions that fall into the following categories (a) loss of income or revenue, (b) loss of business, (c) loss of profits, (d) loss of anticipated savings, (e) loss of data, or (f) waste of management or office time. However, this clause 10.2 will not prevent claims for loss of or damage to your tangible property that are foreseeable or any other claims for direct loss that are not excluded by categories (a) to (f) inclusive of this clause 10.2.

Nothing in these term and conditions excludes or limits our liability for:

- a. death or personal injury caused by our negligence;
- b. fraud or fraudulent misrepresentation;
- c. any breach of the obligations implied by section 12 of the Sale of Goods Act 1979;
- d. defective products under the Consumer Protection Act 1987; or
- e. any other matter for which it would be illegal for us to exclude or attempt to exclude our liability.

11. Import duty

If you order Products from our site for delivery outside the UK, they may be subject to import duties and taxes which are levied when the delivery reaches the specified destination. You will be responsible for payment of any such import duties and taxes. Please note that we have no control over these charges and cannot predict their amount. Please contact your local customs office for further information before placing your order.

Please also note that you must comply with all applicable laws and regulations of the country for which the products are destined. We will not be liable for any breach by you of any such laws.

12. Written communications

Applicable laws require that some of the information or communications we send to you should be in writing. When using our site, you accept that communication with us will be mainly electronic. We will contact you by e-mail or provide you with information by posting notices on our website. For contractual purposes, you agree to this electronic means of communication and you acknowledge that all contracts, notices, information and other communications that we provide to you electronically comply with any legal requirement that such communications be in writing. This condition does not affect your statutory rights.

13. Notices

All notices given by you to us must be given to Hamleys of London Ltd at 6th Floor, 2 Fouberts Place, London, W1F 7PA and customerservices@hamleys.co.uk. We may give notice to you at either the e-mail or postal address you provide to us when placing an order, or in any of the ways specified in clause 12. Notice will be deemed received and properly served immediately when posted on our website, twenty four (24) hours after an e-mail is sent, or three (3) days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an e-mail, that such e-mail was sent to the specified e-mail address of the addressee.

14. Transfer of rights and obligations

The contract between you and us is binding on you and us and on our respective successors and assignees. You may not transfer, assign, charge or otherwise dispose of a Contract, or any of your rights or obligations arising under it, without our prior written consent. We may transfer, assign, charge, sub-contract or otherwise dispose of a Contract, or any of our rights or obligations arising under it, at any time during the term of the Contract.

15. Events outside our control

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 any act or omission outside our reasonable control (Force Majeure Event), including, without limitation, industrial action, civil commotion, terrorist attack, war, fire, explosion, storm, flood, earthquake, epidemic or other natural disaster, any impossibility of the use of transport, any impossibility of the use of telecommunications and the acts, legislation, regulations or restrictions of any government.

Our performance under any Contract is deemed to be suspended for the period that the Force Majeure Event continues, and we will have an extension of time for performance for the duration of that period. We will use our reasonable endeavours to bring the Force Majeure Event to a close or to find a solution by which our obligations under the Contract may be performed despite the Force Majeure Event.

16. Waiver

If we fail, at any time during the term of a Contract, to insist upon strict performance of any of your obligations under the Contract or any of these terms and conditions, or if we fail to exercise any of the rights or remedies to which we are entitled under the Contract, this will not constitute a waiver of such rights or remedies and will not relieve you from compliance with such obligations. A waiver by us of any default will not constitute a waiver of any subsequent default. No waiver by us of any of these terms and conditions will be effective unless it is expressly stated to be a waiver and is communicated to you in writing in accordance with clause 13.

17. Severability

If any of these terms and conditions or any provisions of a Contract are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.

18. Entire agreement

These terms and conditions and any document expressly referred to in them constitute the whole agreement between us and supersede all previous discussions, correspondence, negotiations, previous arrangement, understanding or agreement between us relating to the subject matter of any Contract. We each acknowledge that, in entering into a Contract, neither of us relies on, or will have any remedies in respect of, any representation or warranty (whether made innocently or negligently) that is not set out in these terms and conditions or the documents referred to in them. Each of us agrees that our only liability in respect of those representations and warranties that are set out in these terms and conditions (whether made innocently or negligently) will be for breach of contract. Nothing in this clause 18 limits or excludes any liability for fraud.

19. Our right to vary these terms and conditions

We have the right to revise and amend these terms and conditions from time to time. You will be subject to the policies and terms and conditions in force at the time that you order Products from us, unless any change to those policies or these terms and conditions is required to be made by law or governmental authority (in

which case it will apply to orders previously placed by you), or if we notify you of the change to those policies or these terms and conditions before we send you the Despatch Confirmation (in which case we have the right to assume that you have accepted the change to the terms and conditions, unless you notify us to the contrary within seven (7) working days of receipt by you of the Products).

20. Law and jurisdiction

Contracts for the purchase of Products through our site and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) will be governed by the law of England and Wales. Any dispute or claim arising out of or in connection with such Contracts or their formation (including non-contractual disputes or claims) will be subject to the non-exclusive jurisdiction of the courts of England and Wales.