# Terms and conditions

Please read all these terms and conditions.

As we can accept your order and make a legally enforceable agreement without further reference to you, you must read these terms and conditions to make sure that they contain all that you want and nothing that you are not happy with.

## Application

1. These Terms and Conditions will apply to the purchase of the goods by you (the Customer or you). We are MONDAY'S CHILD SKINCARE LTD whose trading name is MONDAY'S CHILD SKINCARE a company registered in England and Wales under number 11927301 whose registered office is at Lytchett House, 13 Freeland Park, Wareham Road, Poole, Dorset, BH16 6FA with email address hello@mondayschildskincare.com; (the Supplier or us or we).

2. These are the terms on which we sell all Goods to you. By ordering any of the Goods, you agree to be bound by these Terms and Conditions. By ordering any of the Services, you agree to be bound by these Terms and Conditions. You can only purchase the Goods from the Website if you are eligible to enter into a contract and are at least 18 years old.

3. A summary of your key rights under the the Consumer Contract (Information, Cancellation and Additional Charges) Regulations 2013 is as follows:

    a) Your right to cancel an order for goods made at a distance starts from the moment you place your order and ends 14 days from the day you receive your goods
    b) Your right to cancel a service made at a distance starts the moment you enter into the contract and lasts 14 days
    c) If you want to download digital content within the 14 day cancellation period you must agree to waive your cancellation rights
    d) Companies are not allowed to charge you for items they put in your online shopping basket or that you have bought as a result of a pre-ticked box

4. A summary of your key rights under the Consumer Rights Act 2015 is as follows:

    a) Any product or service, physical or digital, bought online or in store must meet the following standards:
        i) **Satisfactory quality** – your goods should not be faulty or damaged, or at least of satisfactory quality. For example, second hand goods are not held to the same standards as brand new.
        ii) **Fit for purpose** – you should be able to use it for the purpose they were supplied for.
        iii) **As described** – your goods or service must match the description, model or sample shown at time of purchase.

b) Your rights to a refund, repair or replacement change as time progresses.
c) In the first 30 days after purchase, you have the right to reject the goods. This means you can return an item which does not meet the three criteria for a full refund.
d) This right does not cover digital downloads, but you can ask for them to be repaired or replaced. If unsuccessful, you have the right to get a price reduction.

5. The key rights outlined above will not necessarily be relevant to the customer in the context of the Transaction with the Company.

## Interpretation

**6. Consumer** means an individual acting for purposes which are wholly or mainly outside his or her trade, business, craft or profession;

**7. Contract** means the legally-binding agreement between you and us for the supply of the Goods;

**8. Delivery Location** means the location where the Goods are to be supplied e.g. to the Customer's nominated delivery address, as set out in the Order;

**9. Durable Medium** means paper or email, or any other medium that allows information to be addressed personally to the recipient, enables the recipient to store the information in a way accessible for future reference for a period that is long enough for the purposes of the information, and allows the unchanged reproduction of the information stored;

**10. Goods** means the goods advertised on the Website that we supply to you of the number and description as set out in the Order;

**11. Order** means the Customer's order for the Goods from the Supplier as submitted following the step by step process set out on the Website;

**12. Privacy Policy** means the terms which set out how we will deal with confidential and personal information received from you via the Website;

**13. Website** means our website www.mondayschildskincare.com on which the Goods are advertised.

## Goods

14. The description of the Goods is as set out in the Website, catalogues, brochures or other form of advertisement. Any description / images used are for illustrative purposes only and there may be small discrepancies in the size and colour of the Goods supplied.

15. In the case of any Goods made to your special requirements, it is your responsibility to ensure that any information or specification you provide is accurate. This includes any information about allergies or intolerances. A detailed list of ingredients in our products can be supplied at the Customer's request.

16. All Goods which appear on the Website are subject to availability.

17. We can make changes to the Goods which are necessary to comply with any applicable law or

safety requirement. We will notify you of these changes.

## Personal information

18. We retain and use all information strictly under the Privacy Policy.

19. We may contact you by using e-mail or other electronic communication methods and by pre-paid post and you expressly agree to this.

## Basis of Sale

20. The description of the Goods in our website does not constitute a contractual offer to sell the Goods. When an Order has been submitted on the Website, we can reject it for any reason, although we will try to tell you the reason without delay.

21. The Order process is set out on the Website. Each step allows you to check and amend any errors before submitting the Order. It is your responsibility to check that you have used the ordering process correctly.

22. A Contract will be formed for the sale of Goods ordered only when you receive an email from us confirming the Order (**Order Confirmation**). You must ensure that the Order Confirmation is complete and accurate and inform us immediately of any errors. We are not responsible for any inaccuracies in the Order placed by you. By placing an Order you agree to us giving you confirmation of the Contract by means of an email with all information in it (ie the Order Confirmation). You will receive the Order Confirmation within a reasonable time after making the Contract, but in any event not later than the delivery of any Goods supplied under the Contract. The Customer should inform the Company if they have any additional requirements, e.g. the need to receive Confirmation in an alternative format such as braille.

23. Any quotation is valid for a maximum period of 1 day from its date, unless we expressly withdraw it at an earlier time.

24. No variation of the Contract, whether about description of the Goods, Fees or otherwise, can be made after it has been entered into unless the variation is agreed by the Customer and the Supplier in writing.

25. We intend that these Terms and Conditions apply only to a Contract entered into by you as a Consumer. If this is not the case, you must tell us, so that we can provide you with a different contract with terms which are more appropriate for you and which might, in some respects, be better for you, eg by giving you rights as a business.

## Price and Payment

26. The price of the Goods and any additional delivery or other charges is that set out on the Website at the date of the Order or such other price as we may agree in writing.

27. Prices and charges include VAT at the rate applicable at the time of the Order.

28. You must pay by submitting your credit or debit card details with your Order and we can take payment immediately or otherwise before delivery of the Goods. The Company will not take payment

from the customer prior to entry into the contract.

## Delivery

29. We will deliver the Goods, to the Delivery Location by the time or within the agreed period or, failing any agreement, without undue delay and, in any event, not more than 30 days after the day on which the Contract is entered into.

30. In any case, regardless of events beyond our control, if we do not deliver the Goods on time, you can (in addition to any other remedies) treat the Contract at an end if:

a. we have refused to deliver the Goods, or delivery is delayed where a specific provision was supplied by the customer that delivery had to be by a certain date (agreed upon by the Company).

31. If you treat the Contract at an end, we will (in addition to other remedies) promptly return all payments made under the Contract.

32. If you were entitled to treat the Contract at an end, but do not do so, you are not prevented from cancelling the Order for any Goods or rejecting Goods that have been delivered and, if you do this, we will (in addition to other remedies) without delay return all payments made under the Contract for any such cancelled or rejected Goods. If the Goods have been delivered, you must return them to us or allow us to collect them from you and we will pay the costs of this.

33. If any Goods form a commercial unit (a unit is a commercial unit if division of the unit would materially impair the value of the goods or the character of the unit) you cannot cancel or reject the Order for some of those Goods without also cancelling or rejecting the Order for the rest of them.

34. We do not generally deliver to addresses outside England and Wales, Scotland, Northern Ireland, the Isle of Man and Channels Islands. If, however, we accept an Order for delivery outside that area, you may need to pay import duties or other taxes, as we will not pay them. The Company accepts no liability for such payments.

35. You agree we may deliver the Goods in instalments if we suffer a shortage of stock or other genuine and fair reason, subject to the above provisions and provided you are not liable for extra charges.

36. If you or your nominee fail, through no fault of ours, to take delivery of the Goods at the Delivery Location, we may charge the reasonable costs of storing and redelivering them.

37. The Goods will become your responsibility from the completion of delivery or Customer collection. You must, if reasonably practicable, examine the Goods before accepting them.

## Risk and Title

38. Risk of damage to, or loss of, any Goods will pass to you when the Goods are delivered to you.

39. You do not own the Goods until we have received payment in full. If full payment is overdue or a step occurs towards your bankruptcy, we can choose, by notice to cancel any delivery and end any right to use the Goods still owned by you, in which case you must return them or allow us to collect

them.

## Withdrawal and cancellation

40. You can withdraw the Order by telling us before the Contract is made, if you simply wish to change your mind and without giving us a reason, and without incurring any liability.

41. You can cancel the Contract except for any Goods which are made to your special requirements (the **Returns Right**) by telling us no later than 14 calendar days from the day the Contract was entered into, if you simply wish to change your mind and without giving us a reason, and without liability, except in that case, you must return to any of our business premises the Goods in undamaged condition at your own expense. Then we must without delay (upon receipt of the returned goods) refund to you the price for those Goods which have been paid for in advance, but we can retain any separate delivery charge. This does not affect your rights when the reason for the cancellation is any defective Goods. This Returns Right is different and separate from the Cancellation Rights below.

42. This is a **distance contract** (as defined below) which has the cancellation rights **(Cancellation Rights)** set out below. These Cancellation Rights, however, do not apply, to a contract for the following goods (with no others) in the following circumstances:

a. goods that are made to your specifications or are clearly personalised;
b. goods which are liable to deteriorate or expire rapidly.

Also, the Cancellation Rights for a Contract cease to be available in the following circumstances:

b. in the case of any sales contract, if the goods become mixed inseparably (according to their nature) with other items after delivery.

Right to cancel

43. Subject as stated in these Terms and Conditions, you can cancel this contract within 14 days without giving any reason.

44. The cancellation period will expire after 14 days from the day on which you acquire, or a third party, other than the carrier indicated by you, acquires physical possession of the last of the Goods. In a contract for the supply of goods over time (ie subscriptions), the right to cancel will be 14 days after the first delivery.

45. To exercise the right to cancel, you must inform us of your decision to cancel this Contract by a clear statement setting out your decision (eg a letter sent by post or email). This statement must be sent either via email to hello@mondayschildskincare.com, or sent by post to MONDAY'S CHILD SKINCARE LTD., Lytchett House, 13 Freeland Park, Wareham Road, Poole, Dorset, BH16 6FA. You can use the attached model cancellation form, but it is not obligatory. In any event, you must be able to show clear evidence of when the cancellation was made, so you may decide to use the model cancellation form. You must be able to evidence the fact that any communication was sent before the expiration period.

46. You can also electronically fill in and submit the model cancellation form or any other clear statement of the Customer's decision to cancel the Contract on our website

www.mondayschildskincare.com. If you use this option, we will communicate to you an acknowledgement of receipt of such a cancellation in a Durable Medium (eg by email) without delay.

47. To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired. There must be evidence that this communication was sent before the end of the expiration period.

Effects of cancellation in the cancellation period

48. Except as set out below, if you cancel this Contract, we will reimburse to you all payments received from you, including the costs of delivery (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).

Deduction for Goods supplied

49. 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 (ie handling the Goods beyond what is necessary to establish the nature, characteristics and functioning of the Goods: eg it goes beyond the sort of handling that might be reasonably allowed in a shop). This is because you are liable for that loss and, if that deduction is not made, you must pay us the amount of that loss.

Timing of reimbursement

50. If we have not offered to collect the Goods, we will make the reimbursement without undue delay, and not later than:

a. 14 days after the day we receive back from you any Goods supplied, or
b. (if earlier) 14 days after the day you provide evidence that you have sent back the Goods.

51. If we have offered to collect the Goods or if no Goods were supplied, we will make the reimbursement without undue delay, and not later than 14 days after the day on which we are informed about your decision to cancel this Contract.

52. We will make the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of the reimbursement.

Returning Goods

53. If you have received Goods in connection with the Contract which you have cancelled, you must send back the Goods or hand them over to us at Unit 19507, PO Box 6945, London, Greater London, W1A6US without delay and in any event not later than 14 days from the day on which you communicate to us your cancellation of this Contract. The deadline is met if you send back the Goods before the period of 14 days has expired. You agree that you will have to bear the cost of returning the Goods.

54. For the purposes of these Cancellation Rights, these words have the following meanings:

a. **distance contract** means a contract concluded between a trader and a consumer under an organised distance sales or service-provision scheme without the simultaneous physical

presence of the trader and the consumer, with the exclusive use of one or more means of distance communication up to and including the time at which the contract is concluded;

b. **sales contract** means a contract under which a trader transfers or agrees to transfer the ownership of goods to a consumer and the consumer pays or agrees to pay the price, including any contract that has both goods and services as its object.

## Conformity

55. We have a legal duty to supply the Goods in conformity with the Contract, and will not have conformed if it does not meet the following obligation.

56. Upon delivery, the Goods will:

a. be of satisfactory quality;
b. be reasonably fit for any particular purpose for which you buy the Goods which, before the Contract is made, you made known to us (unless you do not actually rely, or it is unreasonable for you to rely, on our skill and judgment) and be fit for any purpose held out by us or set out in the Contract; and
c. conform to their description.

57. It is not a failure to conform if the failure has its origin in your instructions.

## Successors and our sub-contractors

58. Either party can transfer the benefit of this Contract to someone else, and will remain liable to the other for its obligations under the Contract. The Supplier will be liable for the acts of any sub-contractors who it chooses to help perform its duties. Either party can transfer the benefit of the contract to somebody else having provided the other party with prior written notice.

## Circumstances beyond the control of either party

59. In the event of any failure by a party because of something beyond its reasonable control:

a. the party will advise the other party as soon as reasonably practicable; and
b. the party's obligations will be suspended so far as is reasonable, provided that that party will act reasonably, and the party will not be liable for any failure which it could not reasonably avoid, but this will not affect the Customer's above rights relating to delivery and any right to cancel, below.

## Privacy

60. Your privacy is critical to us. We respect your privacy and comply with the General Data Protection Regulation with regard to your personal information.

61. These Terms and Conditions should be read alongside, and are in addition to our policies, including our privacy policy (https://www.mondayschildskincare.com/store-policies) and cookies policy (https://www.mondayschildskincare.com/store-policies).

62. For the purposes of these Terms and Conditions:

a. 'Data Protection Laws' means any applicable law relating to the processing of Personal Data, including, but not limited to the Directive 95/46/EC (Data Protection Directive) or the GDPR.
b. 'GDPR' means the General Data Protection Regulation (EU) 2016/679.
c. 'Data Controller', 'Personal Data' and 'Processing' shall have the same meaning as in the GDPR.

63. We are a Data Controller of the Personal Data we Process in providing Goods to you.

64. Where you supply Personal Data to us so we can provide Goods to you, and we Process that Personal Data in the course of providing the Goods to you, we will comply with our obligations imposed by the Data Protection Laws:

a. before or at the time of collecting Personal Data, we will identify the purposes for which information is being collected;
b. we will only Process Personal Data for the purposes identified;
c. we will respect your rights in relation to your Personal Data; and
c. we will implement technical and organisational measures to ensure your Personal Data is secure.

65. For any enquiries or complaints regarding data privacy, you can contact our Data Protection Officer at the following e-mail address: hello@mondayschildskincare.com.

## Excluding liability

66. The Supplier does not exclude liability for: (i) any fraudulent act or omission; or (ii) for death or personal injury caused by negligence or breach of the Supplier's other legal obligations. Subject to this, the Supplier is not liable for (i) loss which was not reasonably foreseeable to both parties at the time when the Contract was made, or (ii) loss (eg loss of profit) to the Customer's business, trade, craft or profession which would not be suffered by a Consumer - because the Supplier believes the Customer is not buying the Goods wholly or mainly for its business, trade, craft or profession.

## Governing law, jurisdiction and complaints

67. The Contract (including any non-contractual matters) is governed by the law of England and Wales.

68. Disputes can be submitted to the jurisdiction of the courts of England and Wales or, where the Customer lives in Scotland or Northern Ireland, in the courts of respectively Scotland or Northern Ireland.

69. We try to avoid any dispute, so we deal with complaints in the following way: If a dispute occurs customers should contact us to find a solution. We will aim to respond with an appropriate solution within 5 days.

## Other

70. The Company provides no warranties and guarantees in relation to its products.

71. Customers should notify the Company generally of any allergies at time of purchase, and not just in relation to custom goods, in order to allow the Company to be able to advise on the presence of any potentially harmful ingredients to that Customer.

Attribution

70. These terms and conditions were created using a document from Rocket Lawyer (https://www.rocketlawyer.co.uk).

Model cancellation Form

To
MONDAY'S CHILD SKINCARE LTD
Lytchett House
13 Freeland Park
Wareham Road
Poole
Dorset
BH166FA

Email address: hello@mondayschildskincare.com

I/We[*] hereby give notice that I/We [*] cancel my/our [*] contract of sale of the following goods [*] [for the supply of the following service [*], Ordered on [*]/received on [*]_____(date received)

Name of consumer(s):

Address of consumer(s):

_____
Signature of consumer(s) (only if this form is notified on paper)

_____
Date